

AGREEMENT

Between

E. B. EDDY FOREST PRODUCTS LTD.

(hereinafter referred to as the "Company")

AND

LoCAL 2693, I W A Canada

(hereinafter referred to as the "Union")

SEPTEMBER 1, 1987 TO AUGUST 31, 1990

00035 (02)

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ARTICLE I - 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 Article X of the Agreement and to ensure to the utmost extent possible the safety and physical welfare of employees, economy of operation, quality and quantity of output and protection of property. This Agreement, MOREOVER, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized 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.

ARTICLE II - PERIOD

2.01 The Company and the Union agree one with the other ~~that~~ they will abide by the Articles of this Agreement from September 1, 1987 to August 31, 1990 inclusive, and from year to year thereafter unless either party desire to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to September 1st, of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III - RECOGNITION - JURISDICTION

3.01 (a). The Company recognizes the Union as the sole collective bargaining agency for all of its employees who are engaged in Woods operations on the limits, and on the work sites, ~~of the Company~~. For purposes of this Article, Company employees shall be all those employed in the job classifications set out in the wage schedule attached to and forming a part of this Agreement, including those who are employed on job classifications which may be established and become part of the attached wage schedule during the term of this Agreement.

3.01 (b). The employees of Contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the terms of this Agreement; save and except the employees of Contractors and/or the Contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such Contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement, with a Union or Unions affiliated with a central labour body, covering such work.

3.01 (c). The Company and the Union agree that an operator who enters into a Third Party agreement with the Company and the **Ministry** of Natural Resources, and produces forest products for the Company or any of the six negotiating companies, shall have an agreement with the Union covering such operations.

3.01 (d). This section is subject to the provision of Letter of Understanding - Recognition - Jurisdiction.

3.02 Supervisory personnel, which includes contractors whose employees are considered to be employees under this Agreement, shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involve physical danger to employees or danger to property.

3.03 It is agreed that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE IV - RATES AND CLASSIFICATIONS

4.01 The wage schedule is attached hereto, and forms part of this Agreement.

4.02 If during the life of this Agreement, a significant change in job content occurs in any job classification listed in the attached wage schedule the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement, the matter may **be** referred to Stage III of the Grievance Procedure.

4.03 **When** changes are to be made in operating methods including major alterations in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least 30 days advance notice in writing.

During the 30 day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union, and discuss such changes.

For the new **job** classifications the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the wage schedule.

Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes shall commence without delay.

After agreement is reached such rates shall become part of the attached wage schedule. In the event that the parties do not reach agreement on the rates for the new classifications within 30 days of the effective date of the change or alterations the matter may be referred to Stage III of the Grievance procedure. The 30-day period may be extended by mutual consent of the parties.

4.03 New rates when established shall be retroactive to the date of establishment of the new classification.

4.04 The Company agrees that when a rate for a job classification is or becomes part of the attached wage schedule, the Company will not change the method of payment for such job classification from day work to piecework or vice versa if such a change adversely affects the average earnings of the employees concerned.

ARTICLE V - UNION MEMBERSHIP

5.01 The company agrees that it is in favour of its employees covered by this Agreement becoming members of the Union and will facilitate Union membership solicitations as hereinafter provided.

5.02 (a). Subject to the provision of the Labour Relations Act and the regulations made thereunder, any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union intending to suspend a member, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.

5.02 (b). The Company shall, after complying with Article XII Seniority, advise the Union from time to time of the Company's labour requirements. When hiring additional employees the Company will give preference to Union members who apply and who are capable of doing work required of them. The Company shall furnish the Union Steward with a list of new employees arriving in camp each week.

5.02 (c). New employees shall make application to join the Union when first approached to do so by a duly authorized Union Steward, Official or Representative. The company shall, upon hiring, advise all new employees by letter to report to the Union Steward within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

5.03 An individual employee, who is a member of the Union or becomes a member, the Company agrees that it will deduct Union initiation fees and/or monthly membership dues from monies due him. The deduction authorization shall be transferred from camp to camp during the course of his employment.

5.04 Remittance of all deductions shall be sent to the Union; said remittances to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names as payrolled, stated date of birth, and amount by camps. The Company will endeavour to deliver these lists as soon as possible, but not later than the end of the following month.

5.05 Representatives carrying proper credentials shall have the right to visit all operations in connection with Union business and shall report to camp supervisor or clerk on arrival at Camp. Credentials carried by the Union Representatives shall consist of a certificate of authority signed by the President and Secretary of the Union; and said representatives to be provided board and lodging if available, on the Company premises at the prevailing contract rate.

5.06 The Union shall furnish the Company with a list of Union Officers and Representatives and shall amend these lists as changes occur. The Company will furnish a list of supervisory personnel to the Union office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

ARTICLE VI - VACATION WITH PAY

6.01 (a). Vacation Pay shall be paid to each employee by cheque to be issued at the time of termination of employment, or at the employee's option, at the time of layoff, or when vacation is taken. Administration - Company agrees by April 1, 1981 at time vacation with pay credits are paid, amounts and income tax deductions will be set out separately on pay stub.

6.01 (b). Each 2% increment of Vacation Pay entitles an employee to one (1) week of time off.

An employee who has worked continuously for one (1) year, must take his full entitlement to time off, at a time or times satisfactory to himself and his supervisor.

An employee has the right to take his full entitlement to time off, whether or not he has worked continuously for one (1) year at a time or times satisfactory to himself and his supervisor.

6.02 Vacation with Pay credits shall be paid on the following basis:

- (a). 4% of gross earnings for employees who have worked less than 1,000 days.
- (b). 6% of gross earnings for employees who have worked 1,000 days or more but less than 2,000 days.
- (c). 8% of gross earnings for employees who have worked 2,000 days or more but less than 4,400 days.
- (d). 10% of gross earnings for employees who have worked 4,400 days or more but less than 5,400 days.
- (e). 12% of gross earnings for employees who have worked more than 5,400 days.

6.02 Effective September 1, 1982 vacation with pay credits shall be paid on the following basis:

- (a). 4% of gross earnings for employees who have worked less than 800 days.
- (b). 6% of gross earnings for employees who have worked 800 days or more but less than 2,000 days.
- (c). 8% of gross earnings for employees who have worked 2,000 days or more but less than 4,000 days.
- (d). 10% of gross earnings for employees who have worked 4,000 days or more but less than 5,400 days.
- (e). 12% of gross earnings for employees who have worked more than 5,400 days.

(f). Supplementary Vacation with Pay,

Employees who have worked more than 5,000 days for the Company shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - 1 Week (2 % of gross earnings)
Age 61 - 2 Weeks (4 % of gross earnings)
Age 62 - 3 Weeks (6 % of gross earnings)
Age 63 - 4 Weeks (8 % of gross earnings)
Age 64 - 5 Weeks (10 % of gross earnings)

It is agreed that employees with vacation entitlement will be encouraged to utilize a scheduled vacation period shutdown as part of their vacation time entitlement.

6.03 Days worked for purposes of this Article shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist, or chiropractor, plus the total number of days on Union business, off-the-job training, **vacation**, holidays with pay, jury duty and bereavement leave in any calendar year. An employee who has established seniority in accordance with Section 12.02 of Article XII shall retain his accumulation of service for his rate of vacation pay for as long as he retains seniority rights with the Company.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 Employees who qualify under Section 12.02 shall be paid without the performance of work for the following holidays: New Years Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When any of the **above** holidays falls on Saturday, it shall be observed on the preceding Friday and if the holiday falls on Sunday, it will **be** observed on the following Monday.

Employees who have accumulated one hundred and twenty (120) days seniority will be granted two (2) floating holidays per year. Such holidays will be taken at a **time** satisfactory to the employee and his supervisor.

An employee who **by** reason of layoff is prevented from taking his floating holidays shall receive pay in lieu of such holidays.

The holidays, Dominion Day and Remembrance Day may be observed on any such other day as may be mutually agreed to by the parties to this agreement.

7.02 In the case of Good Friday, Victoria Day, Dominion Day, Civic Holiday, Thanksgiving Day, Remembrance Day holidays, qualified employees to be eligible for holiday pay, must work their last work day or shift preceding the holiday and be in camp ready for work at the start of their first work day or shift following the holiday.

7.03 In the case of Labour Day, Christmas, Boxing Day and New Years Day, there will be a scheduled shutdown excluding essential services.

It is agreed that dates will be arranged by the parties. Either party may initiate discussions at least two (2) weeks prior to the holiday. see Letter of Understanding - Christmas Shutdown.

Qualified employees to be eligible for holiday pay must work their last day or shift preceding the holiday shutdown and be in camp ready for work at the start of their first work day or shift following the holiday shutdown.

7.04 Notwithstanding the preceding it is further agreed that qualified employees shall receive pay for the holidays.

- (a). Where they have been laid off for lack of work in the thirty (30) days immediately preceding the holiday.
- (b) Where an employee who qualifies under Section 12.02 is obliged to cease work due to sickness or accident certified by a licensed practitioner during the thirty (30) day period immediately prior to the holiday, he shall receive holiday pay for the holiday(s) within such 30 day period.
- (c) Where a holiday or holidays occur during their absence from work on an authorized vacation provided they return to work on time.

The employee shall be entitled to additional time off for any holidays occurring within such vacation period.

- (d) Where for reasons beyond an employee's control he has not been able to report to work on time he shall receive pay for the holidays.

- (e) See Letter of Understanding re: early departure.
- (f) Where an employee qualifies under Section 12.02 and is recalled and works any time during the 14 calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.

7.05 In the special case of Christmas, Boxing Day or New Years holiday, a qualified employee who has requested and who has been granted a leave of absence not more than ten (10) days before the holiday and who returns to work from leave of absence and is ready to work on time, will be paid for the holidays. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.

Where in accordance with 7.03 the scheduled Christmas, Boxing Day, New Year's shutdown includes the three (3) holidays, the employee who returns to work from leave of absence and is ready for work on time will be eligible for pay for the three (3) holidays.

Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.

7.06 (a). If qualified, a day worker shall be paid a day's pay at his or her regular rate, and a pieceworker a day's pay at the Feller Limber rate, for each holiday.

7.06 (b). If qualified, a day worker who is requested to work on any holiday shall be paid at the rate of time and one-half his regular rate; double time for all hours worked after having worked eight (8) hours on the holiday. In addition he shall receive one day's pay at such regular rate in lieu of the holiday.

7.06 (c). Pieceworkers shall not work on holidays.

ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

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

8.02 (a). The Union shall arrange for the election from its working membership at each camp, by the members therein, of a Union Grievance Committee of three (3), headed by a Union Steward who shall act as spokesman for that committee. If the absence of the Steward the Company will recognize a delegated member of the Grievance Committee as spokesman. Immediately after an election, the Union Grievance Committee in the camp will notify the foreman in writing as to the names of the Union Steward and the members of the Union Grievance Committee elected and the foreman will acknowledge in writing the receipt of such notice. The Company foreman shall not be required to recognize either the Union Steward or the Union Grievance Committee until such time as this procedure is carried out.

8.02 (b). It is agreed that there shall be no discrimination exercised in any manner toward the Stewards or Union Grievance Committee men or other Union members.

8.02 (c). To be eligible for election as Union Steward a" employee must have established seniority under Section 12.02 of Article XII.

8.03 A grievance under the provisions of this Agreement is defined to be any difference between the parties or between the Company and employees covered by this Agreement involving the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement.

8.04 Grievances as defined above may be taken by the employee, by the Union Steward or the Union representative having jurisdiction directly to the employee's immediate supervisor for adjustment outside of working hours. No grievance shall be recognized unless this procedure is followed. The grievance shall be presented without undue delay. Any grievance submitted to the foreman in accordance with this procedure, in writing will be disposed of by the foreman, in writing. Failing a satisfactory adjustment-within forty-eight (48) hours, then,

STAGE 2 - The matter shall be taken up by the Union Grievance Committee and/or the Union Representative with the District Logging Superintendent within ninety-six (96) hours in writing on forms to be supplied by the Union. The District Logging Superintendent shall make a reply in writing within a further ninety-six (96) hours. Failing a satisfactory adjustment, then,

STAGE 3 - Within ten (10) days the matter shall be taken up by officers of the Union and/or their representatives with the Manager - Logging Operations of the Company or his representative. The ONE exception to this procedure shall be in the special case provided under Section 8.08 of this Article. In this case the matter may be taken up by the employee himself, or with the knowledge and consent of the employee, by Union representatives by presenting the case to the Manager - Logging Operations or his representative in writing.

In either of the above cases the Manager - Logging Operations or his representative shall make a reply in writing within seven (7) days. Failing a satisfactory adjustment, then,

STAGE 4 - The matter shall be referred within fifteen (15) calendar days to the General Manager - Forestry Division or his representative and a Union Committee accompanied by the Union President or his representative. Either party may request the presence of the President of the Northern Ontario District Council of I. W. A. Canada, or his representative. Failing a settlement within fifteen (15) days then,

STAGE 5 - Either party may, within the following fifteen (15) days refer the matter to Arbitration.

8.05 Iⁿ Arbitration the Company and the Union shall each select one man; these two shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two (2) men selected by the respective parties to select a third party as provided above, they shall ask the Provincial Ministry of Labour to appoint a third party.

Nothing herein shall prevent the parties from mutually agreeing to a sole arbitrator to arbitrate grievances arising out of discipline or discharge.

8.06 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates thereof. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.07 Saturdays, Sundays, Statutory and legal holidays shall not be included in any time limits in this Article of the Agreement.

8.08 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with in writing by both parties, and must be presented to the Company not later than ten (10) days after the discharge or suspension becomes effective. Where such an employee's grievance is not processed from the first stage before he leaves the camp, it must be processed starting at the third stage of the grievance procedure. In case of discharge, or suspension by the Company, the Company will immediately notify the employee in writing of the reason for such discharge or suspension. A copy of such notice shall be submitted to the Union Steward within twenty-four (24) hours. In the event that an employee is found by an Arbitration Board to have been unfairly discharged, or suspended by the Company, the Company agrees that the employee will be reinstated on his job under terms and conditions decided by the Arbitration Board.

8.09 Each part of this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour, and shall share equally in the fees and expenses of the third member of the Board.

8.10 Grievances which involve Company policy in respect to the interpretation, application, administration or alleged violation of the Agreement may be processed commencing at Stage 3 of this grievance procedure.

8.11 If the Company has a grievance as defined in Section 8.03, it shall commence at Stage 3 of this grievance procedure by the Manager - Logging Operations OR his representative presenting the matter in writing to the officers of the Union. Failing satisfactory settlement within seven (7) days, then the matter shall be referred to the President of the Union or his representative by the General Manager - Forestry Division, or his representative. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days refer the matter to Arbitration.

8.12 Notwithstanding the above, the time limits established in this Article may be extended if mutually agreed upon by both parties.

ARTICLE IX - NO STRIKE - NO LOCKOUT

9.01 There shall be no strike caused, called, or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE X - WORKING - LIVING CONDITIONS

1. GENERAL CONDITIONS

10.01 The Company agrees to discuss with the Union in each particular operation, ways and means of improving conditions for all employees covered by this Agreement and also the interpretation of this Agreement.

10.02 It is agreed that present standards of service will be maintained with respect to transportation, medical service, laundry, recreation and motion pictures. The Company agrees to provide adequate facilities for the transportation of injured or sick employees. Any charges for such services shall not be increased unless mutually agreed to.

10.03 It is agreed that the Company and the Union shall cooperate collectively in improving safety and first aid practices. The Company and the Union agree to set up and maintain a joint safety committee in each camp to promote safe working conditions and practices. There will be at least two (2) meetings of the Safety Committee each calendar quarter. The position of chairman shall alternate between a Company chairman and a Union chairman. The Chairman of each meeting shall make a report in triplicate with copies going to the Company office, the Union office and the Camp bulletin board.

A member of the Committee is entitled to such time from his work as is necessary to attend meetings of the Committee, and the time so spent shall be deemed to be work time, for which he shall be paid by the Company at the regular or premium rate as may be proper.-

10.04 The Company, consistent with its policy to promote and ensure the safety of its employees, will not require an employee to work alone in an isolated area unless such operation is deemed safe, and frequent communication with such employee will be maintained by his supervisor on a scheduled basis.

10.05 It is agreed that there shall be properly equipped first aid kits sufficient for normal requirements, located at or near all worksites and in all vehicles or boats regularly used for the transportation of "en.

2. TRANSPORTATION

10.06 Only factory built buses shall be used for the road transportation of men. Same to have adequate seating accommodation, emergency exit doors and equipped with racks for the safe carrying of tools and gasoline containers. Shelters shall be provided for employees at designated waiting places, such shelters to have heating facilities. The Company will, for the safety of its employees, have either communication or transportation available at designated waiting places.

The Company will provide radio communications on the bus used to transport the employees from the marshalling point to the worksite on the West Branch commuter operation.

The Company will provide two-way radios in Drott Feller Buncher and on the Cartier commuter operation when operating within range of the present radio system.

In respect to the Ramsey operation, a company Supervisor will escort the buses travelling to and from the camp and worksites. In circumstances where this may not be practical, any irregularity from normal bus arrival will be immediately investigated.

The Company will install C.B. Radios in all West Branch haul trucks.

HELICOPTERS - AIR TRANSPORTATION

Refer to Letter of Understanding

3. CAMP CONDITIONS

10.07 It is agreed that the Company will maintain good conditions in respect to cleanliness, sanitation and health. Employees living and service quarters will be washed and disinfected at least once each week. The Company will continue to provide improved camp facilities, including recreational rooms with a T.V. set where T.V. programmes are receivable and will provide separate drying rooms, wash rooms, inside toilets and showers. A lock up storage type locker will be provided for each man in his bunkhouse. Separate sanitation facilities will be provided for catering staffs.

10.08 All camps shall have one tier single beds at least 36" in width spaced 38" apart. All mattresses shall be either air foam, plastifoam or spring filled. In construction of new camps, the Company agrees to construct all living quarters into suitable rooms having no more than two (2) employees per room.

The Company agrees to supply two clean sheets and one clean pillow case per week and to supply a bed cover for each bed. Clean bedding will be supplied to employees newly arrived in camp. Bed covers will be changed at least once each month, and blankets as conditions warrant. All beds and bed clothing shall be of a good quality and in a serviceable condition at all times.

10.09 The company agrees that pest control measures will be carried out in the camps and in the camp areas as and when required.

The Company will look into possible remedial measures to alleviate the sandfly problem at all camps. All lunch shack screenins will be maintained in good repair and pest control equipment made available.

10.10 All night shiftworkers shall have separate sleeping quarters apart from other shift workers, where practical.

The Company shall provide the Union Steward in each operating camp with a room in the bunkhouse in which to conduct Union business.

10.11 All main bunkhouses will be provided with drinking fountains and paper drinking cups. Washroom facilities will be made available to the laundry workers at Ramsey.

The Company will install ice machines in the camp at Ramsey and Camp 12.

In cold weather, the Company will provide facilities to assist in starting employee's cars parked in the camp lots. Car plug-ins and electricity shall be provided for employees in all camps. Air conditioning units will be installed in cookeries.

10.12 Night watchmen shall be employed in all major operating camps.

10.13 At each operating camp, a separate suitable and heated building shall be provided for the repair and storage of power saws. Said building, also to contain sufficient lock-up type lockers for storage, work bench, vise and chain breaker. Compressed air will be provided in the power saw and repair building. No power saws shall be repaired or stored in living and/or service quarters.

4. KITCHENS

10.14 Food served to the employees in the camps shall, at all times, be of high quality and of sufficient quantity and shall include fresh fruits, vegetables and greens.

10.15 Refrigeration will be provided for all perishable food, as required, in all operating camps. All perishable food stuffs shall be handled in a sanitary manner during transportation at all times.

10.16 The Company affirms as a policy that it will not supply butter substitutes to employees.

10.17 Fruit juices shall be supplied at all meals, served in containers, allowing self service for consumption at the table. Fresh milk shall be supplied at all meals and coffee times in the cookery.

10.18 Each man shall pack his own lunch, unless other mutual arrangements have been made. The preparation of lunches shall be supervised. Waxed paper shall be supplied for wrapping of lunches. The lunch table shall include a variety of cooked meats and fresh fruit.

10.19 At the request of the camp Grievance Committee, suitable lunch shacks will be provided where there are concentrations of men. Such shacks to be heated during the period October 1st to April 30th and during the summer months shall have protective screens. The Company will provide each cut and skid crew with a suitable lunch shack for year round use.

This will be completed by October 1, 1981.

Hot lunches will be terminated as each crew is assigned a lunch shack.

10.20 There shall be coffee breaks in the morning, afternoon, and in the evening: coffee, **cakes** and lunch to be provided by the Company and served in the cookery. During work hours coffee breaks shall be on Company time.

10.21 The Company agrees to supply kitchen personnel with white aprons, on loan and other suitable uniform apparel at cost, and provide for the laundering of such exterior clothing without charge. Washing machine facilities will be supplied for the use of the cookery personnel.

5. INSURANCE

10.22 Effective January 9, 1981 the Company will provide free insurance coverage against loss by fire of employees' personal belongings and loss by fire or theft of employee-owned power saws to a maximum of two thousand dollars (\$2,000.00) and will provide additional free insurance coverage against loss by fire or theft of tradesmen's tools normally required by tradesmen to the full value of such tools while on Company property or work sites. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their depreciated value. An employee who causes a fire willfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-owned power saws will be made at camp level between the Company and the Union.

6. PAY CONDITIONS

10.23 Company will agree to implement a weekly pay commencing first week in January, 1989. Discussions will be held with the local union grievance committee to review the procedure we will follow. However weekly pay will be on Friday.

10.24 Interim advances will be made only in instances of evident emergency. Should a paid holiday occur on a Thursday pay day, payment will be made on Wednesday of that week, subject to the "Letter of Understanding" signed 18, December, 1974 re: pay day.

10.25 In instances of authorized extended leave of absence, cash advances will be issued to the extent of the employee's payroll credit.

10.26 A Time and Earnings statement will be provided to each employee for each pay period. This statement will carry complete detail of rates of pay, hours worked, earnings, accrued vacation pay credit and deductions covering the period. Explanations of payroll codes will be posted in each camp.

10.27 Where twenty-four (24) hours notice of termination of employment by the Company or the employee is rendered the Company agrees that every reasonable effort will be made to make a full settlement within twenty-four (24) hours after such termination. Saturdays, Sundays and legal holidays excepted.

10.28 The Company will provide each pieceworker with a minimum of one (1) scale per week, and will provide each pieceworker with a scale slip after each scale. Scale Slips will be given to each pieceworker at least 48 hours prior to the wood being moved. Scale slips will provide the following information where applicable - Number of Cords, OR Number of Pieces (tree length), Riding and/or Walking Bonus, Footage of Strip or Main Road Cut, and Poor Bush Bonus.

7. COMPANY SUPPLIED EQUIPMENT

10.29 All hand tools and equipment required on the job will be made available to pieceworker's and others on loan. When an operator of equipment is required by the Company to do a mechanical repair job, he will be furnished such tools as are required on loan. All tools and equipment not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment, as a condition of employment, unless otherwise specified in this Agreement.

NO employees shall operate a tractor or like equipment owned or leased by himself or by another employee in the cut and skid operations of the Company.

10.30 Pieceworkers and others using power saws will be provided with free chain saw files in addition to other hand tools and equipment required on the job, and will be issued, ON loan, the following:

1. Light metal power saw wedges, same to be replaced when returned in a worn out or broke" condition.
2. One (1) safety type gasoline container.
3. One (1) fire extinguisher (chemical type).

The Company agrees to stock safety type power saw chains and chain repair kits, consisting of spare links and rivets, in the camps and sell them to the employees at the invoiced cost to Company.

Pieceworkers and others using power saws will be provided with free power saw gas and oils.

8. SAFETY EQUIPMENT

10.31 The Company agrees that it will furnish, on loan, all safety equipment and personal safety apparel save and except safety pants, safety boots, and safety gloves and mitts.

The Company further agrees to sell to employees safety pants at twelve dollars (\$12.00) below cost price to the Company, safety boots at fifteen dollars (\$15.00) below cost price to the Company and safety gloves and mitts to power saw operators and to persons handling cable, at seven dollars (\$7.00) below cost price to the Company.

The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company and the Union, or is mandatory under Government legislation.

9. TRANSFERS CAMP TO CAMP

10.32 The Company agrees to provide free transportation to all employees who are transferred from camp to camp at the Company's request or in the exercise of seniority under the terms of Article XII Seniority.

Employees shall have the option of using their own vehicle for transportation. In such cases the employee shall first notify the Company of his intentions to do so and shall be paid twenty-four cents (24¢) per mile effective January 9, 1981.

Effective date of ratification, employees will be paid .20¢ per km for using own vehicle.

Scheduled working time lost as a result of such transfers shall be paid for at the regular straight time rates for dayworkers and the Feller, Limber, Tree Length Skidding rate per day for pieceworkers and normal travel time, outside a" employees scheduled working hours, will be paid for up to a maximum of 8 hours at the regular straight time rate for dayworkers and the above rate for pieceworkers.

Refer to Letter of Understanding - Re: Hours of Work.

10. MECHANIC FIELD PAY

10.33 (a). Tradesmen and helpers assigned to a **bush** garage shall receive 40¢ per hour in addition to the applicable hourly rate.

(b). Tradesmen and helpers assigned to a **main** camp garage required to perform work of their trade away from a **main** camp garage will be paid 40¢ per hour in addition to the applicable hourly rate for all such hours worked away from the main camp garage.

The Company agrees that the tradesmen assigned to the "Slasher" (Ramsey.) will be paid in accordance with 10.19 (b).

(c). Tradesmen and helpers assigned to work in the yard of the main camp garage for **one** (1) full shift or more will be paid 40¢ per hour in addition to the applicable hourly rate for **such** hours worked in the Yard.

11. COVERALLS

10.34 The Company will supply **mechanics**, welders, and **machinists** suitable coveralls and provide for laundering the same, two per week, free of charge.

12. CLIMATIC CONTROL

10.35 See Letter of Intent attached (re: **Climatic** Controls).

ARTICLE XI - HOURS OF WORK

11.01 (a). The week for operations shall be **six** (6) days per week Monday to Saturday inclusive.

The work week for day or shift **workers** shall be **forty** (40) hours, eight (8) hours per day, Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be **forty** (40) hours, eight (8) hours per day, Monday to Friday inclusive. Pieceworkers may be scheduled to work in day **work jobs** on the day shift Monday to Friday inclusive.

It is agreed that day work or shift work employees may be required to work in excess of their regular work day or shift or work week and will be paid in accordance with **Section 11.05 (a)** for **such time** worked. If an employee requests to be excused from working overtime, permission will **not be unreasonably** withheld.

11.01 (b). For the purpose of this agreement Sunday, a paid holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.

11.02 (a). The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., mealtime excepted.

11.02 (b). The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted.

However, it is agreed that on Fridays the night shift may, at the request of the employees or the Company, and by mutual agreement be scheduled to commence prior to 7:00 p.m. in accordance with the provisions of 11.03 (b).

11.02 (c). During the period of May 1 to September 30, two shift scarification operations may commence at 6:00 a.m. .

11.03 (a). A night shift differential of forty-five cents (.45¢) per hour shall be paid in addition to the regular rates for all night shift work.

11.03 (b). On other two-shift operations the first shall consist of eight (8) consecutive hours, mealtime excepted, and shall commence at 7:00 a.m. or after, the second shift shall consist of eight (8) consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m., and shall carry a shift differential of forty-five cents (.45¢) per hour.

11.03 (c). on a three-shift operation, the shifts shall be eight (8) consecutive hours. The starting and stopping times for the three (3) shifts and the shift differentials to be paid, shall be as follows:

	Starting Time	Stopping Time
	(between the hours of)	(between the hours of)

1st Shift	7 p.m. - 8 a.m.	3 p.m. - 4 p.m.
2nd Shift	3 p.m. - 4 p.m.	11 p.m. - 12 p.m.
3rd Shift	11 p.m. - 12 a.m.	7 a.m. - 8 a.m.

Shift Differential:

1st shift, Nil: 2nd Shift, 45¢ per hour: 3rd Shift, 55¢ per hour.

11.03 (d). The hours of work and the "sixth day" for day-workers and shift workers shall be posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following: (see Letter of Understanding).

1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked.

2. The Company and the Union agree to extend the starting time interval from the present one hour to a maximum of two hours. The extended interval will only be used where it is beneficial to the operations and the Company will endeavour to keep the starting time interval to one hour or less.

11.03 (e). If an employee, who has completed his scheduled work week is required for work on his "sixth day" or Sunday, such overtime shall be posted on the preceding Thursday. If he is available for the posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive 4 hours' pay at the applicable overtime rate as specified in Section 11.05 (a) provided he remains available for the four hour period if so requested by the Company.

11.04 (a). A day or shift worker, who is unable to work the full day or shift for reasons beyond his control, shall be paid for one-half day if he works less than four (4) hours, and for a full day if he works more than four (4) hours.

A tree length pieceworker who will lose more than one hour work for reason of failure of the Company to supply a skidder shall be paid for all hours lost in excess of one (1) hour at the feller, limber, tree length skidding rate, provided he reports to the supervisor, remains available and accepts alternate work if so requested by the Company.

RAINY DAYS - The company agrees that a decision will be made at the work site upon arrival for work on rainy days.

In the case of time lost in excess of one (1) hour for reason of lack of assignment to a cutting area and/or time required in excess of one (1) hour to travel from one assigned cutting area to another, payment shall be made for all hours lost.

11.04 (b). A day or shift worker who reports for work at his scheduled starting time and is unable to commence work due to reasons beyond his control, shall receive four (4) hours' pay at his regular rate provided he remains available for two (2) hours from his scheduled starting time, accepts alternate work if so assigned and commences regular work when conditions permit.

If regular or alternate work commences in the first half of the shift on the first or subsequent days, the above payment shall not be made and the provisions of Section 11.04 (a) will apply. Should the employee work any of the hours in the second half of the shift he shall receive four (4) hours pay for such hours. The Company will commence regular work as soon as conditions permit.

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 11.03 (d) shall not apply providing there is a break of at least eight (8) hours between shifts. Notwithstanding the provisions above governing payment of four (4) hours, such payment shall not be made for the second and subsequent consecutive days in the event the Company gives notice that no work is available a minimum of eight (8) hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee he may exercise his seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, he shall be laid off and given eight (8) hours pay in lieu of two days notice. If he does exercise his seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight (8) hours pay in lieu of two days notice. In neither case may any such employee be permitted to exercise seniority outside the camp unit until the third consecutive day following the day notice is given.

Should an employee elect to take leave of absence in lieu of exercising seniority under this Article, he shall be permitted to exercise his seniority on his return to work.

Notification and reporting procedures shall be established locally.

11.05 (a). Time worked in excess of eight (8) hours per day or shift and all hours worked by an employee on Sunday, on his designated "sixth day" (Saturday or Monday) or outside his scheduled shift shall be paid for at the rate of time and one-half.

Effective date of ratification (January 26, 1979), double time will be paid after 8 hours of work on an employees designated sixth day (Saturday or Monday) and Sunday.

Overtime work required in a camp unit will be distributed on as equal a basis as possible among the employees in the camp unit who normally perform the work in the classifications requiring the overtime.

For calculating overtime pay shift differentials shall not be considered as part of an employee's applicable hourly rate.

11.05 (b). Employees in the classifications specified below may be required to work in excess of 8 hours per day or shift and 40 hours per week, Monday to Sunday inclusive, and are not subject to the other provisions of Article XI.

- | | |
|------------------|----------------|
| (a). Cook | (d). Cookee |
| (b). Baker | (e). Chore boy |
| (c). Second Cook | (f). Watchman |

For employees in the job classifications listed above the hours of work per day or shift and per week will be scheduled as follows:

1. The regular work day or shift shall be 8 consecutive hours, mealtime excepted. However, the work day or shift of 8 hours may be scheduled in any 12 hour period divided into not more than 2 parts provided there is a break of at least 8 hours between shifts worked.

The scheduled work week shall consist of 5 consecutive shifts Monday to Friday inclusive or Tuesday to Saturday inclusive.

2. Time worked in excess of outside of the scheduled 8 hours per day or shift, all hours worked in excess of his scheduled work week, and all hours worked on his "sixth day" (Saturday or Monday) and on Sunday, shall be paid for at the rate of time and one-half. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

3. An employee in the above listed classifications who is unable to work the full day or shift for reasons beyond his control, shall be paid for one-half day if he is available at the start of his scheduled shift, and for one full day if he remains available for the start of the second half of his scheduled shift.

4. The scheduled hours per day or shift shall **be** posted on Friday of the previous week. Scheduled **overtime** day or shift for the "sixth day" or Sunday shall **be** posted on the preceding Thursday. The starting and stopping **times** shall remain fixed during the weekly period subject to the following:

- a" employee may not change shifts during the week except when his shift schedule is changed **by** the Company. When a" employee's shift schedule is changed by the Company, he will **be** paid at one and one-half times his regular rate for the first shift worked after the change. When an employee reverts to his original shift he will **be** paid at his regular straight **time** rate provided that there is a break of at least eight (8) hours between shifts worked.

5. If a" employee who has completed his scheduled work week is called **back** for work on his "sixth day" or Sunday, he shall be provided a **minimum** of 8 hours work and be paid at **time** and one-half provided he remains available if so requested by the Company.

6. When a second shift is scheduled for employees in the **above** listed classifications they shall **be** paid a shift differential of forty cents (40¢) per hour for each second shift worked.

7. The present standard of service by chore **boys** and night watchmen shall be maintained.

11.06 Walking Distance and/or Riding Time shall not **be** considered as time worked. Walking distance and riding **time shall be** paid for as stipulated in the Walking Distance and Riding Time section of the wage schedule of this agreement.

11.07 An employee, who is called out for work after completing his day or shift, or more than one (1) hour before the start of the day or shift shall receive time and one-half for the **hours** worked, **but in** no case shall he receive less than four (4) hours pay at straight time. When the call-out for work **is within** the one (1) hour period prior to the start of his day or shift he will **be** paid time-and one-half from the starting time of the call-out to the scheduled starting **time** of the day or shift. Where the employee continues to work into his day or shift, the provisions of Section 11.05 (a) shall apply after he has completed eight (8) hours of **work exclusive** of the **time** worked prior to his starting **time**.

Effective date of ratification (January 9, 1981) an employee who is called out for work on his "sixth day" (Saturday **OR** Monday) or Sunday, shall be paid at the appropriate overtime rate as set out in 11.05 (b) from the starting **time** of the call out, but in no case shall he receive less than four (4) hours at the rate of time and one-half.

ARTICLE XII - SENIORITY

12.01 The Company **recognizes** the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, layoffs and recalls after layoffs.

The present seniority list is frozen as of July 1, 1988 and in future date of hire shall be the basis of calculating seniority.

A" employee who is on authorized leave of absence on Union business shall accrue seniority while on such leave of absence.

A" employee who has accrued seniority and is then employed by the Union shall retain such accrued seniority for a period not exceeding eleven (11) months.

12.02 Employment of any new employee shall be considered as probationary until he has worked thirty (30) days within a six month period. Thereafter Article 12.01 shall apply, and the employee shall be credited with thirty (30) days of accrued seniority.

12.03 (a). Subject to the memorandum of understanding **seniority** will be applied on a company-wide **basis in recalls**, promotions, transfers from camp to camp and layoffs.

When layoffs are required due to the completion of seasonal operations, or a part thereof, each of the employees **so** affected will be permitted to exercise his seniority and transfer to a **job** for which **he** is qualified, provided that, having received advance notice in accordance with Section 12.04, he advises the Company, prior to the effective date of the advance notice and in writing on forms to **be** supplied by the Company, of his desire to transfer or to be laid off.

The Company will provide the Union Grievance Committee, prior to the intended layoff, with a list of jobs filled by employees with less seniority than **those** employees given notice.

It is understood and agreed that when layoffs are occasioned by the completion of seasonal activities, company-wide seniority will be applied only when operations continue in other camps for more than (1) week, otherwise the camp will be the unit of application of seniority on seasonal layoffs.

12.03 (b). In transfers from one job classification to another, senior employees shall receive first consideration. In such cases, an employee shall receive the rate for the job to which he is transferred. In case of a temporary change to a lower job classification, the employee shall retain the rate of his previous job classification. For determining the rate of pay for pieceworkers transferred to day work, the rate specified in the Feller-Limber, Tree Length Skidding shall apply, or the rate of the job classification whichever is higher.

Employees accepting a job posting shall remain in that job for a minimum of three (3) months from the date he filled the job vacancy unless being displaced from that job because of lay-off or bumping procedure.

12.03 (c). The Company, when filling vacancies, will do so from within the bargaining unit in accordance with Article XII. Notice of impending vacancies will be posted on the camp bulletin board for at least five (5) working days.

It is agreed, however, that temporary appointments may be made without posting for filling vacancies of less than two (2) calendar weeks duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs unless they apply in writing within this five (5) day period.

All jobs will be filled from among the qualified applicants on the basis of Section 12.01 of this agreement. Employees accepting the posted jobs shall be allowed five (5) work days in which to qualify (or a further time as may be mutually agreed if additional training is required). Failure of an employee to qualify shall entitle him to return to his former job without loss of seniority or benefits.

The Company shall post notices in camps showing the names of successful applicants for all posted vacancies and the newly created jobs.

12.03 (d). A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, and/or a leave Of absence not exceeding thirty (30) work days shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 12.03 (c) and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp. In the event that a vacancy is not filled from within the camp unit it shall be filled on a company-wide basis.

The employee who had occupied the job upon his return to work shall once again occupy the job that he had filled prior to vacating for any of the reasons set forth above provided however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of layoff from his former job has exercised his seniority on this particular job.

12.04 In case of layoff which is to exceed two (2) working days the Company will notify, in writing, the men intended to be laid off, at least two (2) working days in advance, with a copy of such said notice to the Union Grievance Committee. The Company agrees that all reasonable effort will be made to give employees as much advance notice of layoff as possible.

12.05 When the approximate time of the recall is known at the time of layoff employees leaving camp will be informed of such approximate date at that time. But in any case, notice in writing will be sent to an employee at his given address at least fourteen (14) days before he is required to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified, unless other arrangements have been made, in writing.

12.06 The Company agrees to submit to the Union office by April 30th of each year, an alphabetical list, in duplicate, of employees covered by this agreement, showing their hiring date following their last break in seniority and the Company seniority in days as specified in Section 12.01, as at March 31st, of the same year. The list will show, in addition, each employee's occupation and address.

12.07 A list shall be prepared for and be posted in each camp and its contents shall be available to all employees in camps, showing their seniority standing. The list shall be brought up to date at the end of each month.

12.08 A" employee who has established seniority in accordance with Section 12.02 of this article shall retain such seniority for twenty-four (24) months during layoff. An employee who quits of his own accord or is discharged and not reinstated, or fails to report to work following recall as provided in Section 12.05 of this article shall automatically lose all seniority. An employee who fails to return from leave of absence on the date specified shall lose his seniority unless his return to work on time is prevented by circumstances beyond his control.

12.09 Any employee promoted or transferred to a position with the Company outside the bargaining unit shall continue to accrue seniority for a period not exceeding thirty (30) days in any calendar year and will retain the total accrued seniority for a period not exceeding eleven (11) months from the date of promotion or transfer and shall have the right to exercise his seniority in accordance with all the provisions of this article upon proof of Union membership in good standing. Supervisory personnel who are generally employed on seasonal operations and who have not acquired seniority, in accordance with this article, may be placed on jobs listed in the bargaining unit during the off season, provided that this does not interfere with the application of seniority of any employee. Such personnel shall apply for Union membership prior to being placed on the job and maintain their Union membership in good standing.

12.10 When jobs are discontinued due to the introduction of new methods and equipment, affected employees shall be offered alternate employment in accordance with Section 12.01 of Article XII to meet the Company's labour requirements and if such employees require training to perform the alternate employment effectively they shall be trained by the company.

When jobs are discontinued, due to curtailment of operations, affected employees shall be offered alternate employment on remaining jobs in accordance with Article XII. If a" employee requires training to perform the alternate job effectively, he will be trained by the Company, provided the job he has applied to be trained for, is expected to last for a period of three (3) months or more.

It is understood that this does not apply to seasonal layoff.

12.11 Severance Pay - Effective date of ratification an employee with three (3) or more years of service for whom no job is available because of mechanization, technological changes or automation can, upon termination, elect to receive a severance allowance of one week's pay for each year of completed service since the last date of hire.

severance pay shall be computed on the basis of forty (40) hours at the employee's regular straight time hourly rate, multiplied by the number of years of employment, to a maximum of thirty (30) years.

It is understood that an employee who chooses to receive the severance allowance shall be deemed to have abandoned the right to be recalled and the employee's name will be removed from the seniority list.

ARTICLE XIII - BULLETIN BOARDS

13.01 The Union shall have the right to post notices dealing with Union affairs upon the bulletin boards of the Company, such notices to have the approval of the camp foreman before such posting.

ARTICLE XIV - MEDICAL, SURGICAL, DRUG AND HOSPITAL CARE PLANS

14.01 (a). Effective first of month following date of ratification, for each employee who has established seniority in accordance with Article- XII the Company will pay the then current premium for O.H.I.P., Blue Cross Drug Plan, and Semi-private Hospital care Plans.

Effective September 1, 1989, the Company will pay the then current premium for the balance of the term of this agreement.

If there should be a net reduction in the premiums charged for medical, surgical, drug and hospital care plans, the Company's contribution to employees will not be reduced from the amounts set out in this Article.

If the Company's contribution exceeds the premiums required for medical, surgical, drug and hospital care plans, the balance will be applied to such other employee benefits as may be agreed upon between the Company and the Union. Pending arrangement between the Company and the Union as to the application of contributions over and above the premiums required, such additional monies will be paid direct to the employee.

On layoff, the Company contribution will be paid to eligible employees for premiums deducted on return to work covering any month during which the employee is actively at work.

ARTICLE XV - LIFE INSURANCE

15.01 The Company will provide \$40,000 of Life Insurance for each employee while actively employed. The cost to the employee will not exceed .40¢ per \$1,000 per month. Effective first of month following ratification, for those employees actively at work on that date. For employees not actively at work on that date the increase in insurance will become effective on the date he returns to active employment.

ARTICLE XVI - WEEKLY INDEMNITY

16.01 The Company will maintain and pay the premium cost of Weekly Indemnity Insurance Plan. The Plan will provide seventy percent (70%) of Weekly earnings (forty (40) hours times an employee's regular rate and pieceworkers forty (40) hours times the feller, limber and tree length skidding hourly rate) up to a maximum of three hundred and seventy (\$370.00) per week, for an employee who commences weekly-indemnity on or after the first of the month following date of ratification. Weekly Indemnity will commence on the first day in case of a noncompensable accident and after three (3) continuous days from the commencement of a disability due to sickness or on the date when admitted to a hospital within the first three (3) days of illness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Effective September 1, 1988 - \$385.00 per week

Effective September 1, 1989 - \$400.00 per week

The Company will provide a Long Term Disability plan. The Plan forms part of the agreement and is attached hereto as Appendix "A". The premium cost of the Plan will be borne by the Company.

ARTICLE XVII - BEREAVEMENT PAY

17.01 When death occurs to a member of an employee's immediate family, that is an employee's father, mother, wife, husband, brother, sister, children, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers eight (8) times the feller, limber, tree length skidding hourly rate) for time lost up to a maximum of three (3) days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. The day of the funeral must be one of the three (3) days. Pay will be granted for the scheduled work days lost during this period. In the case of death of spouse or children the employee will be granted five (5) days leave with pay.

Any **claims** for bereavement pay will **be** submitted by the employee to the Company in writing, along with proof of **bereavement** in the employee's immediate family.

It is understood that for purposes of this Article step-relatives will be considered the same as blood relatives.

ARTICLE XVIII - JURY DUTY OR WITNESS

18.01 In the case of an employee who is called for jury service, or subpoena by the Crown the **Company** shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate (Pieceworkers eight (8) hours pay based on the feller, limber, tree length skidding hourly rate) and the payment he received for jury service. The employee will present proof of service and of pay received therefore when making his claim for such allowance.

ARTICLE XIX - BOARD AND LODGING

19.01 The charge for board and lodging shall be \$1.75 per calendar day.

ARTICLE XX - DENTAL CARE PLAN

20.01 The Company will provide a dental plan, with participation compulsory for all employees on the following basis:

1. Eligibility

Participation in this plan is limited to employees who have accumulated sixty-five (65) days of seniority with the Company.

2. Plan Design

(a). Service and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.

(b). Services and benefits as provided in Blue Cross Rider No. 2 (50%).

Maximum \$1,000 per calendar year per person.

Effective first of month following date of ratification amend plan to provide for 1986 O.D.A. Schedule fees.

Effective September 1, 1988 provide for 1987 O.D.A. Schedule of Fees.

Effective September 1, 1989 provide for 1988 O.D.A. Schedule of Fees.

Company will pay increase premium for this coverage.

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to layoff or leave of absence, but in no case beyond the end of the month following the month in which such absence commenced.

3. Administration

The Plan will be administered in accordance with an appropriate contract or set of procedures reflecting the Plan design outlined in Item 2 above. The decision as to the choice of administrative vehicle from among service carriers insurance companies or self-administration will be made by the Company on the basis of appropriate study of these alternatives.

4. Premiums

The premium cost of this plan shall be paid by the Company.

5. Integration

The Plan will not provide like benefits where **such are** currently being provided by federal or provincial legislation.

If during the life of this agreement federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

ARTICLE XXI - WAGE SCHEDULE

A. HOURLY RATES

<u>JOB CLASSIFICATION</u>	<u>SEPT.</u> <u>1/87</u>	<u>SEPT.</u> <u>1/88</u>	<u>SEPT.</u> <u>1/89</u>
Baker	16.44	16.89	17.65
Bodyman Mechanic Class "B"	17.30	17.75	18.55
Bodyman Mechanic Class "A"	18.81	19.26	20.13
Bullcook or Chore boy	15.53	15.98	16.70
Bus Driver	18.81	19.26	20.13
Buck Tree Lengths on Landing	16.00	16.45	17.19
Bucker, Piler, Tree Length Skidding car Ma."	16.00	16.45	17.19
Carpenter (Qualified)	15.58	16.03	16.75
Chokerman, Tree Length Skidding	18.81	19.26	20.13
Cook (1-20 Men)	16.00	16.45	17.19
Cook (20 Men or Over)	16.70	17.15	17.92
Cook, Second	17.02	17.47	18.26
Cookee	16.42	16.87	17.63
Electrician	15.28	15.73	16.44
Feller, Limber , Tree Length Skidding	18.81	19.26	20.13
Fire Patrol Man	16.00	16.45	17.19
Handyman	15.16	15.61	16.31
Helper, Bulldozer, or Tractor	15.67	16.12	16.85
Helper, Power Grader	15.29	15.74	16.45
Helper, Mechanic	15.29	15.74	16.45
Helper, Class "A" Mechanic	15.30	15.75	16.46
Jackhammer Driller	15.69	16.14	16.87
Labourer	15.24	15.47	16.17
Machinist Class "B"	15.16	15.61	16.31
Machinist Class "A"	17.30	17.75	18.55
Mechanic, II	18.81	19.26	20.13
Mechanic, I	16.45	16.90	17.66
Mechanic, Class "A"	17.31	17.76	18.56
Mechanic, Class "A" 1	18.81	19.26	20.13
Mechanic, Lead	19.10	19.55	20.43
operator, Bulldozer "B"	19.20	19.65	20.53
operator, Bulldozer "A"	16.40	16.85	17.61
operator, Compressor	17.00	17.45	18.24
operator, crane	15.62	15.86	16.57
operator, Drott Feller Buncher	16.74	16.99	17.75
operator, Front End & Overhead Loader	16.34	16.79	17.55
operator, Machine Night Warm-up	16.20	16.65	17.40
operator, Mechanical Skidder Wheel <u>Type</u>	15.63	16.08	16.80
operator, Power Grader	16.00	16.45	17.19
operator, Power Saw Non-Productive	16.20	16.65	17.40
operator, Prentice	15.53	15.98	16.70
operator, Ramsey Central Slasher	16.13	16.58	17.33
operator, Slasher	16.55	16.80	17.56
operator, Slasher Deck	16.09	16.34	17.08
operator, Slasher Deck	16.11	16.35	17.09
operator, Tree Harvester	16.76	17.21	17.98

A. HOURLY RATES - Continued

<u>JOB CLASSIFICATION</u>	SEPT. 1/87	SEPT. 1/88	SEPT. 1/89
Powder Man	15.48	15.72	16.42
Slasher Serviceman	15.81	16.04	16.77
Timberman, Experienced	15.61	16.06	16.78
Truck Driver, Single Axle, Haul on Body	15.58	16.03	17.75
Truck Driver, Tandem Axle, Hauling Trailer	16.11	16.56	17.31
Truck Driver, Hauling Trailer (over 102" in width)	16.17	16.62	17.37
Truck Driver, Tandem Axle, Body Haul, Other	15.90	16.35	17.09
Truck Driver, Float	16.11	16.56	17.31
Truck Driver, Self Loading	16.13	16.58	17.33
Truck Driver; Supply Truck	15.69	15.92	16.64
Truck Driver, Hauling Multiple Trailer	15.16	16.39	17.13
Tree Planter, New Hire	15.16	15.61	16.31
Tree Planter, Transfer	16.00	16.45	17.19
Watchman, Camp	15.34	15.79	16.50
watchman, Nightman	15.34	15.79	16.50
Welder, Helper	15.31	15.76	16.47
Welder; Helper Class "A"	15.69	16.14	16.87
Welder II	16.45	16.90	17.66
Welder I	17.31	17.76	18.56
Welder Class "A"	18.81	19.26	20.13
Welder, Lead	19.20	19.65	20.53
Wheel Skidder Crew, Felling and Skidding	16.00	16.45	17.19

Crew Leader - .35 per hour plus regular daily rate.

Hourly Rates - Adjustments - Reflected in wage schedule.

An employee who is assigned to train another employee shall be paid his regular rate plus thirty cents (30¢) per hour during the training assignment. Pieceworkers shall be paid at the feller-limber rate plus thirty cents (30¢) per hour.

It is agreed that incentives may be applied in conjunction with the above daily rates which pertain to mechanical operations.

A day worker using power saw at Company request will be paid a power saw rental of -

Effective date of ratification, \$11.00 per 8 hour day or shift when felling and limbing.

Effective date of ratification, \$12.00 per 8 hour day or shift when bucking at a landing on a skidding operation.

If he is unable to work the full day or shift for reasons beyond his control he will be paid one-half day's **rental** when he works less than four (4) hours and a full day's rental when he works more than four (4) hours.

Tradesmen - Effective September 1, 1982 the Company will grant a twenty (20¢) cents per hour adjustment to all Class "A" Tradesmen and up, including Crane Operator with certificate. (This twenty cent (20¢) adjustment is reflected in the wage schedule).

General Wage Increase (Reflected in wage schedule)

Increase all hourly rates:

Effective September 1, 1987 **increase all hourly** daily wage rates **by** .25¢ per hour.

Effective September 1, 1988 increase all hourly daily wage rates by .45¢ per hour.

Effective September 1, 1989 increase all hourly daily wage rates **by** 4½%.

Increase all piecework rates excluding **bonuses**, supplementary payments, **silviculture** schedules **by**:

1 % effective September 1, 1987

1.5% effective September 1, 1988

4.5% effective September 1, 1989

SILVICULTURE

Effective September 1, 1982, increase all piecework rates **by one cent** (1¢) and

Effective September 1, 1983, increase all piecework rates by one cent (1¢).

RETROACTIVE PAY

I" lieu of retroactive pay all employees will receive a one-time payment of \$500.00 pro-rated on **basis** of months worked between September 1, 1987 and May 31, 1988.

It is understood that each month in which the employee was actively at work **shall** qualify the employee for 1/8 of the payment.

B. COST OF LIVING ALLOWANCE

Effective September 1, 1978 a supplement of seventy-three cents (73¢) per hour will **be** paid to pieceworkers.

C. HANDICAPPED WORKERS

Special rates may be established by agreement **between the** Company and the Union for aged and handicapped workers.

D. PIECEWORK RATES - Cutting and Piling

RATES PER SINGLE CORD

	SEPT. <u>1/87</u>	SEPT. <u>1/88</u>	SEPT. <u>1/89</u>
100" Rough Spruce & Balsam	32.43	32.92	34.39
100" Peeled Spruce & Balsam	49.92	50.67	52.94
100" Rough Poplar	24.92	25.29	26.43
100" Peeled Poplar	36.32	36.86	38.52
100" Rough Jack Pine	30.96	31.42	32.84

If the cutter is required to pile two species separately, an additional twelve cents (12¢) per cord will be paid on all wood separated. For strip cutters, a bonus of \$1.64 per cord will **be** paid on each consecutive 660 feet of strip running under 12 cords per acre, and on such portions of strip less than 660 feet in length.

For strip cutters, a bonus of \$2.73 per cord will **be** paid on each consecutive 660 feet of strip running under 7 cords per acre, and on such portion of strips less than 660 feet in length.

PIECEWORK - CUT AND SKID TREE LENGTH

1. Cut and Skid Tree Length

Rates : per tree length piece, **butt** diameter measure as per attached schedule.

The Company will supply each crew with a skidder with winch, fuel and skidding equipment.

No cutting bonus to **be** paid in addition to the scheduled rates.

No poor bush bonus to be paid in addition to the scheduled rates.

Supplement of seventy-three cents (.73¢) per hour will be paid in accordance with Article XII-B.

2. Measurement

Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations. Butt diameter to be clearly marked on each **butt** by the scaler.

3. Crew Size

The number of employees in each cut and skid crew shall not exceed 2 employees at any time.

4. Skidding Distance

Skidding distance shall not exceed 600 ft. for a three (3) man crew skidding tree length.

Skidding distance shall not exceed 900 ft. for a two (2) man crew skidding tree length or full tree when skidway placement not adjacent to a road.

Skidding distance shall not exceed 1,200 feet for a two (2) man crew skidding tree length or whole tree to a road.

5. Sorting Bonus

When at Company request, the crew is required to sort wood 2.86 % of base earnings will be paid.

6. Walking and Riding Time

Payment for Walking and Riding Time shall be computed in accordance with Section F of the Wage Schedule (Walking Distance and Riding Time).

7. Skidway Preparation

Where skidway sites are prepared by the crew, 5 % of base earnings will be paid.

CUT AND SKID FULL TREE
RATES PER TREE (METRIC)

BUTT DIAMETER (CM)	SPRUCE & BALSAM			JACKPINE		
	SEPT. <u>1/87</u>	SEPT. <u>1/88</u>	SEPT. 1/89	SEPT. <u>1/87</u>	SEPT. 1/88	SEPT. 1/89
12	.333	.338	.353	.254	.258	.270
14	.505	.513	.536	.435	.442	.462
16	.663	.673	.703	.630	.639	.668
18	.911	.925	.967	.883	.896	.936
20	1.148	1.165	1.217	1.122	1.139	1.190
22	1.412	1.433	1.497	1.376	1.397	1.460
24	1.719	1.745	1.824	1.656	1.681	1.757
26	2.071	2.102	2.197	1.966	1.995	2.085
28	2.440	2.477	2.588	2.335	2.370	2.477
30	2.757	2.798	2.924	2.609	2.648	2.767
32	2.990	3.035	3.172	2.781	2.823	2.950
34	3.198	3.246	3.392	2.916	2.960	3.093
36	3.667	3.722	3.889	3.250	3.299	3.447
38	4.135	4.197	4.386	3.614	3.668	3.833
40	4.675	4.745	4.959	3.982	4.042	4.224
42	5.243	5.322	5.561	4.300	4.365	4.561
44	5.806	5.893	6.158	4.722	4.793	5.009
46	6.567	6.666	6.966	5.115	5.192	5.426
48	7.455	7.567	7.908	5.516	5.599	5.851
50	8.242	8.366	8.742	5.921	6.010	6.280
52	9.933	9.067	9.475	6.331	6.426	6.715
54	9.668	9.813	10.255	6.741	6.842	7.150
56	11.281	11.450	11.965	7.147	7.254	7.580
58	12.277	12.461	13.022	7.554	7.667	8.012
60	13.018	13.213	13.808	7.962	8.081	8.445
62	13.744	13.950	14.578	8.372	8.498	8.880
64	14.582	14.801	15.467	8.779	8.911	9.312
66	15.347	15.577	16.278	9.206	9.344	9.764
68	16.055	16.296	17.029	9.618	9.762	10.201
70	16.744	16.995	17.760	10.024	10.174	10.632
72	17.445	17.707	18.504	10.436	10.593	11.070
74	18.147	18.419	19.248	10.862	11.025	11.521
76	18.849	19.132	19.993	11.275	11.444	11.959
78	19.544	19.837	20.730	11.685	11.860	12.394
80	20.243	20.547	21.472	12.097	12.278	12.831
82	21.059	21.375	22.337	12.541	12.729	13.302

CUT AND SKID TREE LENGTH
RATES PER TREE (METRIC)

BUTT DIAMETER (CM)	SPRUCE & BALSAM			JACKPINE		
	SEPT. 1/87	SEPT. 1/88	SEPT. 1/89	SEPT. 1/87	SEPT. 1/88	SEPT. 1/89
12	.443	.450	.470	.338	.343	.358
14	.674	.684	.715	.580	.589	.616
16	.883	.896	.936	.840	.853	.891
18	1.215	1.233	1.288	1.177	1.195	1.249
20	1.532	1.555	1.625	1.495	1.517	1.585
22	1.884	1.912	1.998	1.833	1.860	1.944
24	2.293	2.327	2.432	2.209	2.242	2.343
26	2.760	2.801	2.927	2.623	2.662	2.782
28	3.253	3.302	3.451	3.113	3.160	3.302
30	3.676	3.731	3.899	3.478	3.530	3.689
32	3.986	4.046	4.228	3.707	3.763	3.932
34	4.264	4.328	4.523	3.887	3.945	4.123
36	4.889	4.962	5.185	4.333	4.398	4.596
38	5.514	5.597	5.849	4.818	4.890	5.110
40	6.234	6.328	6.613	5.310	5.390	5.633
42	6.991	7.096	7.415	5.801	5.888	6.153
44	7.743	7.859	8.213	6.296	6.390	6.678
46	8.756	8.887	9.287	6.820	6.922	7.233
48	9.940	10.089	10.543	7.354	7.464	7.800
50	10.990	11.155	11.657	7.894	8.012	8.373
52	11.911	12.090	12.634	8.441	8.568	8.954
54	12.891	13.084	13.673	8.987	9.122	9.532
56	15.041	15.267	15.954	9.528	9.671	10.106
58	16.369	16.615	17.363	10.072	10.223	10.683
60	17.358	17.618	18.411	10.615	10.774	11.259
62	18.325	18.600	19.437	11.163	11.330	11.840
64	19.444	19.736	20.624	11.705	11.881	12.416
66	20.463	20.770	21.705	12.275	12.459	13.020
68	21.407	21.728	22.706	12.824	13.016	13.602
70	22.325	22.660	23.680	13.365	13.565	14.175
72	23.259	23.608	24.670	13.916	14.125	14.761
74	24.196	24.559	25.664	14.482	14.699	15.360
76	25.132	25.509	26.657	15.033	15.258	15.945
78	26.066	26.457	27.648	15.579	15.813	16.525
80	26.991	27.396	28.629	16.129	16.371	17.108
82	28.078	28.499	29.781	16.721	16.972	17.736

E. FUELWOOD RATES

Cutting fuelwood per face
cord **split**
4' x 8' x 22" - 30"

	SEPT. 1/87	SEPT. <u>1/88</u>	SEPT. <u>1/89</u>
22" - 30" Poplar, Jack Pine & Tamarack	18.44	18.71	19.56
22" - 30" Birch	22.67	23.01	24.05
22" - 30" Cutting in Camp Yard	14.37	14.59	15.24

F. WALKING DISTANCE AND RIDING TIME

- (1). Where a day workers travelling **time** from camp to working place is comprised of riding and/or walking **time**, he shall be paid for all travelling time in excess of one-half hour each way at his regular rate of pay.
- (2). **Where** a pieceworker's travelling time from camp to working place is comprised of riding and/or walking time, he shall **be** paid for all travelling time in excess of one-half **hour each way at the feller, limber rate.**
- (3). For the purpose of **this** agreement, it is agreed that pieceworkers and day workers will walk at the rate of 3 miles per **hour.**

G. SCALING

For the purpose of this agreement a stacked cord of eight foot (8') rough pulpwood shall **be** 50" x 100" x 4'; a stacked cord of peeled pulpwood shall **be** 100" x 48" x 4'.

H. SALVAGING PULPWOOD ON ROAD RIGHT-OF-WAY

	SEPT. <u>1/87</u>	SEPT. <u>1/88</u>	SEPT. 1/89
Rate per cord	37.12	37.68	39.38

I. PIECEWORK RATES FOR LAUNDRY

	SEPT. 1/87	SEPT. 1/88	SEPT. <u>1/89</u>
Blankets	128.5	130.4	136.3
Sheets	42.3	42.7	44.6
Aprons	34.7	35.2	36.8
Pillow Cases	32.5	32.9	34.4
Towels	28.5	28.9	30.2
Laundry Bags	32.5	33.0	34.5
Bed Spreads	69.8	70.8	74.0
White Trousers	106.9	108.5	113.4

The Company agrees to **remit** to laundry workers all payrolled laundry deductions from the area serviced by such laundry.

J. COMMUTERS

The Company and the Union agree that commuter operations shall be carried out **by** the Company on the following **terms** and conditions:

(1). Commuters are employees who:

- (a). Are resident within reasonable riding and/or walking distance of the area of operations, and
- (b). Who are not provided board and lodging by the Company.

(2). (a). An employee who is not a resident within reasonable riding and/or walking distance on a commuter operation, who exercises his seniority in accordance with Article XII on this operation, shall receive;

Effective day falling ratification \$8.67 per day

Effective September 1, 1988 \$8.84 per day

Effective September 1, 1989 \$9.02 per day

In lieu of being provided board and lodging in a camp for each day that he is available for work as **per** his scheduled work week (including overtime days). He shall continue to receive the commuter allowance for the term of the agreement or until such time that:

(i). He returns in accordance with the provision of Article XII, Seniority, to employment in a camp where board and lodging is made available to him.

If an employee, who is not a resident within reasonable riding and/or walking distance of a commuter operation, elects not to fill a job vacancy of equal or greater status in a camp operation, **or** on a commuter operation of which he is a resident, and which he is **qualified** in accordance with Article XII to occupy, he will forfeit the commuter allowance as **per** Article 2 (a) above, for the remaining period he continues to be employed on this commuter operation.

iii). He has established himself as a resident of the particular commuter operation.

(iii). He is laid off in accordance with the provisions of Article XII. Seniority.

(b). A new employee who is not a resident and who is hired to work in a commuting operation, shall receive \$8.67 per day effective day falling ratification, \$8.84 per day effective September 1, 1988, \$9.02 per day effective September 1, 1989 in lieu of providing board and lodging in camp for each day that he is available for work as per his scheduled work week (including overtime days) up to 100 days or until such time that:

(i). He is employed in accordance with the provision of Article XII, Seniority, in a camp where board and lodging is made available to him.

If an employee, who is not a resident within reasonable riding and/or walking distance of a commuter operation, elects not to fill a **job vacancy** of equal or greater status in a **camp operation**, or on a commuter operation of which he is a resident and which he is qualified in accordance with Article XII to occupy, he will forfeit the commuter allowance as per Article 2 (a), above, for the remaining period he continues to be employed on this commuter operation.

(ii). He has established himself as a resident of that particular commuting area of operations.

(iii). He is laid off in accordance with the provisions of Article XII, Seniority.

(c). An **employee** from a camp operation, or from a commuter operation which he is a resident, exercising his seniority to a **job** of equal status in accordance with Article XII on a job posting and by so doing becomes a nonresident of a commuter operation, will not be eligible for the commuter allowance as of September 1, 1984 as per Article 2 (a). **above**,

3. (a). The company will arrange to provide free transportation from a designated marshalling point or points, to and from the parking site or sites in the operating areas.

- (b). Time spent by pieceworkers or dayworkers travelling on the Company transportation vehicle from a marshalling point to a parking site plus time spent walking from the parking site to place of work, in excess of one-half hour each way shall be paid for on the following basis:

- (a). Dayworkers at their regular rate of pay.
- (b). Pieceworkers at the feller-limber rate.
- (c). Pieceworkers shall be paid in accordance with subsections 1, 2 and 3 of III Walking Distance and Riding Time.

Walking time based on the rate of one-quarter of a mile equals five (5) minutes shall be added to the riding time. Travelling time so computed shall be credited not less than once each month.

4. Marshalling Points

- (1). West Branch commuter - Marshalling point as presently established.
- (2). Sultan commuter - Marshalling point will be at present location - Company gate south of Sultan. The Company will arrange to provide free transportation from Sultan. A central departure point in the town of Sultan will be established locally.
- (3). Gogama Commuter - Marshalling point to be the junction of Highways 144 and 560. The Company will arrange to provide free transportation from Gogama. A central departure point in the town of Gogama will be established locally.
- (4). Cartier Commuter
- (a). For operations North of Benny the Marshalling point will be Benny. The company will arrange to provide transportation from Cartier. A central departure point in the town of Cartier will be established locally.
- (b). For operations South of Benny, the Marshalling point will be the central departure point established in (a). The Company will arrange to provide transportation from Benny to the marshalling point.

K. COOKERY SCHEDULE

<u>Number of Persons Eating</u>	<u>cook</u>	<u>Second Cook</u>	<u>Cookee</u>
1 - 15	1		
16 - 30	1		1
31 - 55	1		2
56 - 80	1	1	2
81 - 110	1	1	3
111 - 140	1	1	4

For every 25-man increase in camp, one extra person will be provided. It is agreed that this schedule may be changed by mutual consent during the term of this Agreement when labour saving devices or other factors reducing the work are introduced.

1. The Company agrees that shift workers shall be served at least two (2) hot meals per day in addition to any hot lunches.
2. Three-shift operation: where more than 10 men and less than 20 men are fed in the cookery at night, a cookee will be assigned. Where 20 men or more are fed in the cookery at night, a cookee will be assigned and a second cook will be added to the cookery schedule, and assigned with the cookee at night.

L. TRAVEL ALLOWANCE

A travel allowance will be paid for each week of active employment for all employees who have established seniority.

Effective the week following ratification increase weekly rates by 2% - (\$12.17) and effective September 1, 1988 increase weekly rates by 2% - (\$12.41) and effective September 1, 1989 increase weekly rates by 2% - (\$12.66).

Allowances will not be paid to any employee where transportation is provided from a designated **marshalling** point to a recognized commuter operation.

The allowance will not be paid for any full week that the employee is not at work. Where any employee is at work for only part of the week, he will receive the full allowance.

Allowances for new camps shall be relative to the foregoing when such camps become operational.

TRADE APPRENTICE PROGRAMME

1. Apprenticeship openings will be filled in accordance with the provisions of Section 12.03 (c) (Job Postings). Employees who meet the educational level specified by the apprenticeship act will qualify.
2. There will be a probationary period of up to thirty (30) working days prior to entering into an apprenticeship agreement, during which time the employee may return, or failing to display the necessary mechanical aptitude be returned to his former job without loss of seniority.
3. Any apprentice who fails to satisfactorily complete the Ontario Apprentice Programme may be retained in his classification and allowed to progress to Mechanic I without prejudice.
4. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfill the obligations of the contract, including necessary training periods in a vocational school.
5. The apprentice may receive a weekly training allowance from the government while attending a Trade School course, The Company will supplement this Allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay. Calculation of the Company's portion will be based on the government allowance for an apprentice who is able to live at home while attending the Trade School.

If the apprentice is required to live away from home in order to attend a Trade School he will receive the Company pay supplement referred to above in addition to any increased allowance paid by the government to an apprentice living away from home while attending school.
6. An apprentice's entitlement to Vacation with Pay, Paid Holiday Pay, Weekly Indemnity, Funeral and Bereavement Leave will not be affected by his attendance at a Trade School, nor will his participation in any employee welfare plans in which he is enrolled.
7. Providing a Tradesman has completed the time in the trade necessary to write for a Provincial Trade Certificate.. he may write for such certificate and receive the "A" rate immediately following his course of studies and notification that a Trade Certificate will be issued.

TRADE APPRENTICE PROGRAMME - Continued

8. If an apprentice is entitled to a reduction in the term of his apprenticeship because of academic achievement he shall enter his apprenticeship at the proper category as per the Job Description.

MECHANICS:

Helper

Required to work as an assistant to other mechanics as assigned. Shall be upgraded prior to **OR** at the end of a one year period to Helper Class "A". A helper will commence to accumulate **common** mechanical tools.

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

Helper Class "A"

He shall under the direction of mechanics of a higher classification work on all types of equipment used on woods operations; shall be capable of performing the following jobs independently: tire repair, wash jobs, greasing and oiling service.

A helper entering the trade at this level will commence to **accumulate** common mechanical tools.

He shall **be** upgraded prior to **OR** at **the** end of a one year period to Mechanic II.

In the event that he fails to display the necessary aptitude for further training he may at any time during this period be placed in other suitable employment.

MECHANIC II:

He shall be capable under direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations. It is expected that eligible personnel shall put forth every effort to obtain a Provincial Trade Certificate.

MECHANIC I:

He shall **be** capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

MECHANIC I: - Continued

He will be required to direct assistants working under **him** and must assume full responsibility for all work performed by himself or his assistants.

Where a present mechanic or a person subsequently hired has no certificate **but** has special training and/or is assigned on only one type of equipment he will automatically be rated as a Mechanic I.

MECHANIC CLASS "A":

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and **must** assume full responsibility for all work performed **by** himself or his assistants.

He must be in possession of a Provincial Trade Certificate recommended by the Ministry of Labour of Ontario.

Mechanics presently employed in this classification will not be required to have a Certificate.

MECHANIC CLASS "A"- 1:

In addition to fulfilling all of the qualifications of a Mechanic Class "A" and being in possession of a Provincial Trade Certificate he shall have an advanced theoretical and practical training in equipment **subsystems or be in** possession of both a motor vehicle mechanic certificate and a heavy duty equipment mechanic certificate **recognized** by the Ministry of Labour of Ontario.

MECHANIC LEAD:

A Mechanic Lead is appointed as the need arises, must possess the qualifications set **out** under Mechanic Class "A" and in addition shall be capable of leading other mechanics.

Mechanics presently employed in this category are not required to have a Provincial Trade Certificate.

WELDER:

Helper:

Required to work as an assistant to welders as assigned. He shall be upgraded prior to or at the end of a one year period to Helper Class "A". In the event that he fails to display the necessary aptitude for further training, he **may at any time** during this period be placed in other suitable employment.

Helper Class "A":

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity of working in other positions.
2. Cutting, soldering and brazing.

He shall be upgraded prior to or at the end of a one year period to Welder II. In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

WELDER II:

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall also have an understanding of types of flames, oxidizing and carbonizing.

WELDER I:

Shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing both types of welding in all positions with all metals used on woods operations.

He must assume responsibility for all work performed by himself or his assistants.

WELDER CLASS "A":

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall have an understanding of types of flames, oxidizing and carbonizing.

He shall be proficient in both types of welding in all positions with all metals used on woods operations.

WELDER CLASS "A" - Continued

He must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He must be in possession of the necessary trade certificate.

Welders presently employed in this classification will not be required to have a trade certificate.

WELDER LEAD:

A Welder Lead is appointed as the need arises, must possess the qualification set out under Welder Class "A" and in addition shall be capable of leading other welders.

Welders presently employed in this category are not required to have a trade certificate.

TRADESMEN'S TOOLS

Tradesmen will furnish all hand tools common to the trade. Mechanics will furnish spanners up to 1 $\frac{1}{4}$ " opening, sockets up to and including $\frac{1}{2}$ " drive and 1 $\frac{1}{4}$ " opening, adjustable wrenches up to 18" in length, hammers, chisels, punches and screw drivers. The Company agrees to replace any personal tools broken in service provided that such broken tools are returned. The Company agrees to provide tools to tradesmen at cost. The Company will provide on loan any special tools including power driven tools, testing and measuring instruments and gauges, pullers, sockets over $\frac{1}{2}$ " drive. spanners over 1 $\frac{1}{4}$ " opening.

In the event that the common tools of tradesmen are required to be in metric measurements such tools shall be provided on loan by the Company.

ANNUAL REVIEW OF HELPERS AND TRADESMEN

Once each year during the month of November, a group which is comprised of the Divisional Mechanical Superintendent, Mechanical Supervisors and two qualified representatives of the Union will determine by review whether helpers and tradesmen qualify for upgrading. If in the interim, upgrading is necessary, it will be done by the Divisional Mechanical Superintendent and Mechanical Supervisor.

PENSION PLAN

The Company will provide and administer a "on contributory pension plan for all hourly-rated Forestry employees with 1 year continuous service (165 days).

Normal retirement will be the first day of month following attainment of age 65. An employee with 10 years of Company service can elect to retire at age 55 however the monthly payments will be actuarially reduced. The cost of the plan will be paid by the Company.

BENEFIT

Past Service

All years of continuous service prior to December 31, 1985 will be topped up for past service to \$10. per month for service from January 1, 1951 to December 31, 1985.

Future Service

After completing qualifying period, employee will ear" \$14.00 per month for each year of continuous service to age 65 commencing January 2, 1989.

Guaranteed Payments

If a retired employee's death occurs before he has received 60 monthly payments of retirement income under the plan, his retirement income payments will continue to be paid to his beneficiary until the remainder of the 60 monthly payments has been paid from the trust fund.

Surviving Spouse Pension

If a married employee with 10 years of continuous service with the Company, who qualifies for early retirement after age 55 and before age 65, dies before his retirement date the employee's surviving spouse will receive 60% of the earned pension allowance for the life of the surviving spouse, commencing on the first day of the month following date of death. If the surviving spouse is more than 10 years younger than the deceased employee, the monthly pension would be actuarially reduced.

Disability Benefit

An employee with at least 10 years of continuous service who has attained age 55, has qualified for disability benefits under the CPP/QPP and is totally and permanently disabled will be eligible for a monthly disability pension without actuarial reduction.

Supplemenetal Plan

- Effective first of month following ratification, for each employee who contributes \$45.00 per month, the Company will contribute an equal amount of \$45.00 per month.
- Vesting rights - after 1 year.
- Minimum 1 year continuous service
- Cost and administering of the plan will be the responsibility of the Company.

SIGNED AT SUDBURY, Ontario this 14th day Of June, 1988

FOR THE COMPANY:

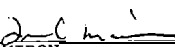
E. B. EDDY FOREST PRODUCTS LTD. Local 2693 I.W.A. Canada

FOR THE UNION:

Local 2693 I.W.A. Canada



J. B. THERTON



F. MIRON



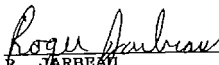
B. G. CAMPBELL




C. SEGUIN




A. H. FULLER



R. JARREAU



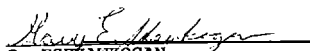
T. JORDAN



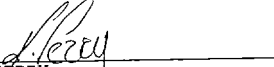
T. GIBSON



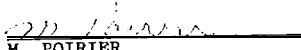
C. CHARLEBOIS



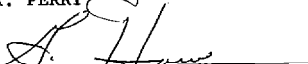
G. ESHKAWKOGAN



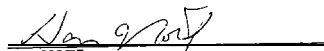
K. PERRY



M. POIRIER



G. HOWE



D. NOEL



F. A. CASHMAN

ADDENDUM: TO THE AGREEMENT

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.
(Hereinafter referred to as the "Company")

AND

LUMBER AND SAWMILL WORKERS' UNION LOCAL 2693
OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
(Hereinafter referred to as the "Union")

Signed on the 18th day of January, 1979.

The Company and the Union agree that where it is necessary for the Company to increase its work force of employees listed on the seniority list for the sole purpose of carrying out seasonal silviculture work, (reforestation) the Company may hire additional employees to perform seasonal silviculture work under the provisions of the collective Agreement and as amended by this Addendum for such seasonal employees.

1 RE: Article V - Union Membership

- (a). The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.
- (b). The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them and remit same to the Union office monthly, accompanied with the list of said employees.

2 RE: Article VI - Vacations with Pay

For each aforesaid employees, Vacation with Pay credits shall be paid at the rate of 4% of his gross earnings and the total accrued amount of credits shall be paid by cheque to each employee at the time of termination or layoff from such seasonal employment.

3 RE: Article VII - Holidays with Pay

- (a). For such aforesaid employees who qualify under section 12.02 shall be paid without the performance of work for the holidays listed in 7.01 excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid. Employees absent due to a confirmed illness OR accident shall only be entitled to one holiday after the start of such **absence**.

- (b). The **provisions** set out in Sections 7.04 (b), 7.04 (c), 7.04 (d), 7.04 (e), 7.04 (f) and 7.05 are not applicable.

4. RE: Article X - Working and Living Conditions

Where silvicultural work is to be carried out in isolated areas from camps and such areas are not accessible from communities on a daily commuter basis, the Company may set up suitable temporary camps to accommodate such said Employees while so engaged.

5. RE: Article XII - Seniority

- (a). The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, **subject to** reasonable consideration of skill, efficiency and ability in promotions, transfers, layoff and **rehires**. Seniority will govern on a camp **basis**.
- (b). Employment of any new employee shall **be** considered probationary until he has worked thirty (30) days within a six month period.
- (c). A separate seniority list shall **be** established and maintained of the aforesaid employees, **which will show the** accumulated work days plus p a i d holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- (d). An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further thirty (30) day **probationary** period in accordance with Section 12.02.

upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article XII of the Collective Agreement.

6. The provisions set out under:

- Article XIV - Medical, Surgical, Drug and Hospital care Plans,
- Article XV - Life Insurance,
- Article XVI - Weekly Indemnity,
- Article XVII - Bereavement Pay,
- Article XVIII- Jury Duty Allowance,
- Article XIX - Dental Care Plan and
- Appendix "A" - E. B. Eddy Forest Products Ltd. Long Term Disability Plan are not applicable for the aforesaid employees.

7. RE: commuters

Where marshalling points are not established in the collective Agreement which are suitable to a particular silviculture commuter operation, they shall be established by negotiations between the Company and the Union prior to commencement of such operations.

8. RE: Wage Schedule

SILVICULTURAL WAGE SCHEDULE

HOURLY RATES:

<u>Classifications</u>	<u>Sept.1/87</u>	<u>Sept.1/88</u>	<u>Sept. 1/89</u>
Tree Planter	15.16	15.61	16.31
Labourer	15.16	15.61	16.31

Crew Leader 35¢ in addition to regular hourly rate.

PIECEWORK RATES MANUAL PLANTING

Site Prepared

Bare Root Stock	10¢ per tree
Tube Seedlings (Paper Pots)	8¢ per tree

Site Unprepared

Bare Root Stock	11¢ per tree
Tube Seedlings (Paper Pots)	9¢ per tree

(Employees on the regular seniority listing will not be assigned to manual planting on piecework rates).

FOR THE COMPANY:

FOR THE UNION:



J. B. ATHERTON,
General Manager
- Forestry Division.

F. MIRON,
President.

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I. W. A. CANADA

RE: AIR TRANSPORTATION

Whereas the Company intends to use air transportation when it is practical and economical to do so.

Employees presently on the work force who are not able to fly will be given an opportunity to transfer to a position that they can occupy in accordance with the provision of the collective agreement.

Signed at Sudbury, Ontario this 14th day of June, 1988.

FOR THE COMPANY:

FOR THE UNION:

J. B. ATHERTON
General Manager of Fibre
Supply

FRED MIRON
President, Local 2693

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693
I. W. A. CANADA

Effective following date of ratification camp cookeries
will close on non operational weekends.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Letter Signed April 14, 1983

For the Union: T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I.W.A. CANADA

RE: CHRISTMAS SHUTDOWN

In accordance with Article 7.03 the Company and the Union agree that the shutdown at Christmas will be as follows:

1988 December 23 will be observed as Christmas in accordance with Article 7.01.

Operations will cease at end of night shift Thursday, December 22 and commence on day shift Tuesday, January 3, 1989.

January 1 will be observed on January 2 in accordance with Article 7.01.

1989 Operations will cease at end of night shift Friday, December 22 and commence on day shift, January 3, 1990.

LETTER OF INTENT
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693
I. W. A. CANADA

The Company will provide for the installation of climatic controls in one of the presently owned graders.

The Company will provide for the installation of air conditioning in newly purchased buses.

The Company will monitor studies into means of providing cabs and climatic controls on other equipment presently being carried out in the industry.

It is further proposed that a committee representing machine operators and management study ways and means to provide cabs and climatic controls on other mobile equipment where it is desirable and practical to do so.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Letter Signed April 14, 1983:

For the Union T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division.

LETTER OF UNDERSTANDING

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693
I.W.A. CANADA

ONTARIO WOODSWORKERS DISABILITY BENEFIT PLAN

This will confirm the Company's interpretation of disability as defined in Section 1 (b) of the Ontario Woodworkers Disability Benefit Plan.

It is our understanding and interpretation that an employee is entitled to benefits, for which he may be eligible under the provisions of the Plan as a result of non-occupational injury OR illness when unable to perform his regular duties and the Company is unable to offer him alternative suitable employment. It is understood the employee will be expected to accept the alternative employment, if it is available. If an employee voluntarily accepts employment with another employer, the employee will not be eligible for benefits under this Plan.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed January 18, 1973

For the Company: E. F. Boswell, Vice-President

For the Union: T. Mior, President, Local 2693

LETTER OF UNDERSTANDING

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693

I. W. A. CANADA

RE: ONTARIO WOODWORKERS DISABILITY BENEFIT PLAN
SECTION 7 (a)

It is understood that an employee receiving benefits under **this** Plan will make an application for Disability Benefits under the Canada or Quebec Pension Plan when eligible to do so, and when the employee's disability has been determined as being severe and prolonged by the employee's physician. If the application is approved, benefits under this Plan will then be offset by the amount of CPP/QPP primary benefit received by the employee, retroactive to the date of eligibility as approved by the Canada or Quebec Pension Plan.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Signed December 16, 1980:

For the Union: T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I. W. A. CANADA

RE: EARLY START TIME DUE TO
FIRE HAZARD SHUT DOWN

It is understood that operations may commence up to 2 hours early when the Ministry of Natural Resources directs operations to be shut down. Arrangements will be discussed with local union steward and the employees involved at the start of each fire season.

Signed at Sudbury, Ontario, this 14th day of June, 1988

FOR THE COMPANY:

FOR THE UNION:

J. B. ATHERTON
General Manager of Fibre
Supply

FRED MIRON
President, Local 2693

E. B. EDDY FOREST PRODUCTS LTD.
FORESTRY DIVISION

MEMORANDUM OF UNDERSTANDING
Reached Between
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693
I. W. A. CANADA

ARTICLE VII - HOLIDAYS WITH PAY

Covering employees departing before completion of last shift prior to a holiday.

An employee, who desires to leave prior to the end of his last shift before a holiday, shall make reasonable arrangements with the Company sufficiently in advance of his leaving to provide for rescheduling or replacement, unless other arrangements have been agreed to between the Company and the Union, either at camp level or management level. Under these circumstances the employee will not be penalized for Holiday Pay where early departure is necessary due to transportation problems either by rail or other means.

Permission for these requests will not be unreasonably refused.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager of
Fibre Supply

Original Memorandum signed:

For the Union: D. W. Labelle

For the Company: L. F. Lounder

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I. W. A. CANADA

RE: ARTICLE XI - HOURS OF WORK

Notwithstanding the specific terms of Article XI - Hours of work, it is understood that the work-week and hours of work may be amended to provide alternative scheduling.

Such alternative scheduling shall not include provision for a seven (7) day operation, will be applied on a operating unit basis, and all terms will be subject to agreement between the Union, the Company and the employees involved.

Signed at Sudbury, Ontario, this 14th day of June 1988.

FOR THE UNION:

FOR THE COMPANY:

FRED MIRON
President, Local 2693

J. B. ATHERTON
General Manager of Fibre Supply

E. B. EDDY FOREST PRODUCTS LTD.,
FORESTRY DIVISION
ESPANOLA ONTARIO

MEMORANDUM OF UNDERSTANDING

ARTICLE 12.03 (a)

It is agreed that in the administration of 12.03 (a) (layoffs and recalls), at time of layoff employees will indicate whether they wish to be recalled (1) on Company-wide basis, or (2) to their regular camp when it opens. It is understood that where an employee elects option (1) and is recalled to a camp other than his regular camp, he will return to his regular job when it becomes available. If in the event that his regular job is abolished he will be transferred to the job in his regular classification to which he is entitled by seniority.

Signed for the Union: F. Miron, President, Local 2693

Signed for the company: J.B.Atherton, General Manager of
Fibre Supply

Original Memorandum signed:

For the Union: D. W. Labelle

For the Company: L. F. Louder

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693
I. W. A. CANADA

ARTICLE XIV - MEDICAL, SURGICAL, DRUG AND HOSPITAL
CARE PLANS

If due to legislative action, any type of corporate **assessment** is levied to fund any of the above plans, the agreed to **amounts** will **be** used first to offset direct costs to the Company and in no case will the Company's contributions exceed the agreed to amounts.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed January 18, 1979:

For the Union: T. Mior, President, Local 2693

For the Company: J.B.Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693
I . W . A . CANADA

The Company **will agree to establish pay clay as every second Thursday.**

However it is understood that should employee absenteeism increase as a **result** of pay day on every second Thursday affecting operations on Friday Following the Thursday pay day, the Company will meet and discuss the problem with **local** union representative and pay will revert to every second Friday.

Signed for the Union: F. Miron, President, Local 2693

Signed for **the** Company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed **December 18, 1974:**

For the Union: T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division.

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I. W. A CANADA

PIECEWORK - TREE LENGTH

1. Implementation

(a). Piecework will be implemented in the cut and skid operations by September 1, 1985.

(b). When piecework and mechanical harvesting equipment are operating out of the same camp, the Company will designate separate operating areas for each group.

(c). When clean up is required behind mechanical harvesting operations, it will be done on a daywork basis.

2. Transportation

Transportation separate from dayworkers will be supplied for pieceworkers.

3. Layout

Boundaries of individual blocks will be marked in the field.

4. Skidder operators will not be required to grease their machines.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Letter Signed July 24, 1985:

For the Union: F. Miron, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division

ADDENDUM TO PIECEWORK

MEMORANDUM OF AGREEMENT - JULY 24, 1985

July 24, 1985.

1. The number of employees in each cut and skid crew shall not exceed two employees at any time.
2. Add to memorandum Article # 8
When a mate is absent, the remaining employee will be treated as a day worker in accordance with 11.04 (a) and 11.04 (b). However he may be assigned work in another two man crew to form a three man crew if mutually agreed by the crew.
3. Skidway Preparation: Skidways will be prepared by the Company when required. This will be determined by the Supervisor in consultation with the crew.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

LETTER OF UNDERSTANDING

Between

E. B. EDDY FOREST PRODUCTS LTD.

and

LOCAL 2693
I. W. A. CANADA

The Company will agree to condition of 11.03 (d) (posting of work schedule on previous Thursday).

However it is understood that should employee absenteeism increase as a result of the posting on Thursday affecting operations on Friday, the Company will **meet** and discuss the problem with local union representative and posting will **revert** to Friday.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed February 3, 1977:

For the Union: T. Mior, President, Local 2693

For the Company: J.B.Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693

I. W. A. CANADA

RECOGNITION - JURISDICTION

During the term of the Collective Agreement effective September 1, 1982 to August 31, 1984 the Company does not expect any reduction in its present employees (i.e. all employees on the work sites April 14, 1983, and the revised seniority list April 14, 1983) as a **result** of changes in wood fibre supply to the Espanola Mill. (Normal seasonal layoffs excepted.)

The increased production of sawlog material on E. B. Eddy Forest Products Ltd. timber licence substantiates this expectation.

In the event circumstances dictate a change in the sources of the wood fibre supply to the Espanola mill which affects employment security to **such** employees then the Company agrees:

- (1). To give as much advance notice as is possible.
- (2). To discuss with the Union, job opportunities for displaced employees and other work in accordance with Article XII so as to minimize the adverse effect on **employees** displaced **by** such changes.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Letter Signed:

For the Union: T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING
BETWEEN
E. B. EDDY FOREST PRODUCTS LTD.
AND
LOCAL 2693 - I.W.A. CANADA

RECOGNITION - JURISDICTION

This will confirm our understanding that during the term of the Collective Agreement from September 1, 1987 to August 31, 1990, it is not the Company's intent to reduce its production of wood fibre from Company operations to less than 230,000 cunits of the requirements to the Nairn Sawmill.

However, if circumstances arise which were beyond the control of the Company, resulting in the Company altering this volume and which could affect the employment opportunities of our employees, we will undertake to advise the union as early as possible and discuss ways and means of providing job opportunities for our employees in accordance with Article XII.

Signed at Sudbury, Ontario, this 14th day of June, 1988.

FOR THE COMPANY:

FOR THE UNION:

J. B. ATHERTON
General Manager of Fibre
Supply

FRED MIRON
President, Local 2693

LETTER OF UNDERSTANDING

RE: SENIORITY RIGHT OF AN EMPLOYEE IN THE EXERCISE OF HIS SENIORITY
UNDER 12.03 (a) UPON NOTICE OF LAYOFF

An employee, who has been notified that he is to be laid off, may accept layoff or exercise his seniority right, and occupy a job **that is continuing** and which he **has the** qualifications on the basis of 12.01 to occupy, and which is either vacant or filled by a" employee with less seniority.

The jobs, that he is permitted to exercise his seniority to occupy, shall be in the following preferential order:

(a). Camp Unit

- (1). on a job with a comparable rate to the **job he** was laid off,
- (2). on a job with a higher rate,
- (3). on a job with a lower rate in comparison to the rate of the job he was laid off.

I" the event that the employee does not have sufficient seniority to occupy a job as set out under (a) - (1) and (2), and he does not prefer to exercise his seniority on a job as set out in (3), he shall be permitted to exercise his seniority at a camp where board and lodging are provided, or a commuter operation, either at his election:

(b). Company Wide

- (1). on a job similar, or a job with a comparable rate to the job he was laid off,
- (2). on a job with a higher rate,
- (3). on a **job** with a lower rate in comparison to the rate of the job he was laid off.

Signed for the **Union:** F. Miron, President, Local 2693

Signed for **the Company:** J.B. Atherton, General Manager of
Fibre Supply

Original Signed February 3, 1977:

For the Union: T. Mior, President, Local 2693

For the Company: J.B. Atherton, General Manager
Forestry Division

MEMORANDUM OF UNDERSTANDING

REACHED BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693
I.W.A. CANADA

Covering the application and administration of Section 3.01(c) of Article III, of their Collective Bargaining Agreement for the period commencing September 1, 1966.

1. Any third party operator who was not established on the Company's limits as of August 31, 1966 shall be bound by the provisions of Section 3.01 (c).
2. The operation of each of the third party operators who was established on the Company's limits as of August 31, 1966 shall be subject to the following terms and conditions:
 - (a). They shall, as of April, 1968, be subject to the provisions of Section 3.01 (c).
 - (b). They shall, in season 1967-68 (April 1, 1967 - March 31, 1968), limit the production of forest products for the company's account, to **volumes** which do not exceed their 1966-67 production levels.
 - (c). As of April 1, 1968, they may continue to deliver to the Company, chips manufactured from sawmill residues in volumes which do not exceed their 1966-67 chip production levels. The delivery to and the Company's purchase of such chips shall not be construed to be contrary to the provisions of Section 3.01 (c).

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J. B. Atherton, General Manager
of Fibre Supply

Original Letter signed:

For the Union - D. W. Labelle

For the Company - D. W. Gray

LETTER OF UNDERSTANDING

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693
I. W. A. CANADA

RE: TRAVELLING TIME

Where employees must be transported to a central point for the mid shift meal, it is agreed that those employees will not travel any longer than 15 minutes on their own time.

Signed for the Union: F. Miron, President Local 2693

Signed for the company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed December 18, 1974:

For the Union: T. Mior

For the Company: J. B. Atherton

LETTER OF UNDERSTANDING

BETWEEN

E. B. EDDY FOREST PRODUCTS LTD.

AND

LOCAL 2693

I. W. A. CANADA

RE: LICENCES - TRUCK AND BUS DRIVERS

The Company will reimburse Truck or BUS Drivers for time lost, if necessary, when summoned by the Ministry of Transportation and Communications to renew their licence, where such renewal is required in order to continue in their jobs as a Truck or Bus Driver.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager
of Fibre Supply

Original Letter Signed December 16, 1980

For the Union: T. Mior, President, Local 2693

For the Company: J. B. Atherton, General Manager
Forestry Division

LETTER OF UNDERSTANDING

Between

E. B. EDDY FOREST PRODUCTS LTD.
FORESTRY DIVISION

and

LOCAL 2693
I. W. A. CANADA

The Company will provide washing and drying facilities for the use of the Camp 12 cookery personnel.

Camp 500 cookery personnel have their laundry provided for by the central laundry located in that camp.

Signed for the Union: F. Miron, President, Local 2693

Signed for the Company: J.B.Atherton, General Manager of
Fibre Supply

Original Letter signed February 3, 1977:

For the Union: T. Mior, President, Local 2693

For the Company: J.B.Atherton, General Manager
Forestry Division

ONTARIO WOODSWORKERS DISABILITY BENEFIT PLAN

1. Definitions

In this plan, unless otherwise specifically provided,

- (a). "Accident" is a bodily injury caused by external violent means:
- (b). "**Disability**" is a disability preventing an employee from pursuing **any** gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the company and/or insurer, and not otherwise excluded by this Plan;
- (c). "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between;

E. B. Eddy Forest Products Ltd. and Local
2693 - I. W. A. Canada;
- (d). "Insurer" means the insurance company or carrier appointed by the company;
- (e). "Plan" **means the Ontario Woodsworkers Disability Benefit Plan;**
- (f). "Company" means **E. B. Eddy Forest Products Ltd.;**
- (g). "Weekly Earnings" means, in the case of a day or shift worker, **40** hours x his regular rate;
- (h). "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. Participation

- (a). All employees of the company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b). Participation in this Plan is limited to employees who have accumulated 45 days of seniority with the company.

3. Amount of Disability Benefits

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1 (g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of \$370.00 effective first of month following date of ratification. Effective September 1, 1988 increase maximum weekly benefit to \$385.00 per week and effective September 1, 1989 increase maximum weekly benefit to \$400.00 per week.

The weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act 1971 and its regulation as amended.

4. Eligibility for Payment

(a). (i). Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after 3 continuous days from the commencement of the disability.

(ii). In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one accident, commencing from the date of the accident.

(b). An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the company and/or insurer, and verifies the continuance of disability.

(c). An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the company at the date that he becomes eligible or until he subsequently returns to active employment.

4. Eligibility for Payment - Continued...

- (d). An employee making a claim for an amount of disability benefit after layoff or termination of employment, for disability established to the satisfaction of the company and/or insurer as having occurred prior to his layoff or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual layoff or termination.
- (e) An employee shall be considered as eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of layoff and is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.
- (f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- (g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of,
 - (i). Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - (ii). Disability or loss (1) while the protected person is on or could be placed on pregnancy/maternity leave, or (2) if a protected person fails to qualify for pregnancy/maternity leave because of failure to meet the length of service requirements, during the period of pregnancy/maternity leave that the protected person could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or,...

4. Eligibility for Payment - Continued....

- (g). (iii). Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or
 - (iv). self-destruction or any self-inflicted injury, while sane or insane, or
 - (v). any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or
 - (vi). disability for which the employee is not under the treatment of a medical practitioner, or
 - (vii) for a period of disability in excess of four weeks where treatment is rendered solely by a chiropractor. In the case of chiropractor, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or
 - (viii). alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and/or drug addition, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.
- (h). An amount of disability benefit will not be payable for those for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- (i). An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the company pension plan.
- (j). An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
- (k). The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent, disability provision for the company pension plan.

Disputed W.C.B. Claim

If an employee covered by the W.I. plan suffers a disability for which payment is in dispute with the W.C.B., W.I. payment will be made retroactively if requested by the employee and provided he has been off work for at least one month due to the disability **without** W.C.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the W.I. Plan. If the W.C.B. claim is subsequently established, the employee will then repay the W.I. payment (s) received to the appropriate fund or insurance company.

5. Payment of Benefits

- (a). In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three days of disability. In the event that the employee is not certified within the first three days, disability will be considered **as** starting two complete days prior to the day that the employee is actually certified by a medical practitioner.
- (b). A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly **amount** of disability benefit under Section 3 hereof.
- (c). The **amount** of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

6. Miscellaneous Provisions

- (a) An employee absent **on an** authorized leave of absence on the date he was to become **eligible** under this Plan, as set out in Section 4, shall, upon the date of his return to active employment, be eligible to participate in this plan.
- (b) If an employee who has **been** covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered **as** still covered under the terms of this plan up to a **maximum** of 31 days, or up to the date he would have been laid off should layoff occur during this period.

6. Miscellaneous Provisions - Continued...

- (c). The 5/12 of the U.I.C. premium reduction will be retained by the Company.

7. Government Disability Plans

- (a). The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plan, or similar provisions in any other Government Plans for disability, for which the employee is receiving a amount of disability benefit under this Plan, except for war disability pensions and **Workmen's** Compensation disability pensions.
- (b). The Company and/or Insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan or such other **Government** Plans.
- (c1). The amount of disability benefit in excess of the amount which should have been paid **may be** deducted from the amount of any future disability benefit, or repaid **by the employee to the company** and/or insurer, as the case may be, through some **other** mutually satisfactory arrangement.

a. Physical Examinations

The Company and/or insurer reserves the right to require periodic physical **examinations** throughout the duration of **the** employee's **absence** due to -disability. Such examinations shall **be** conducted by a medical practitioner, designated by the company and/or insurer.

Cost of the physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

9. Administration

- (a). It shall be the obligation of the employee to notify immediately the company of his absence due to disability, following which the company will issue the necessary initial claim forms **to him.**

9. Administration - Continued...

- (b). Completed claim forms will be checked by the company to determine whether or not an employee is a participant in the Plan and the company may then forward the claim forms to the insurer as its agent for further processing.
- (c). The Company will meet with representatives of the Union from time to time, for purposes of discussing the administration of the Plan and any problems which may arise.
- (d). Should any employee or the Union have any complaint concerning entitlements to benefits under the Plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. The arbitration board shall have powers to adjudicate on the merits of the grievance.

APPENDIX "A"

E. B. EDDY FOREST PRODUCTS LTD.

LONG TERM DISABILITY BENEFIT PLAN
FOR WOODLANDS EMPLOYEES

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

The Long Term Disability Benefit Plan shall be administered in accordance with the terms of an insurance policy.

1. Eligibility

The Long Term Disability Benefit Plan shall be compulsory for all employees who have accumulated 45 days seniority with the Company.

2. Effective Date of Coverage

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

An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits upon the return to continuous active full-time employment for a period of more than four consecutive weeks.

An eligible employee absent from work due to layoff at the effective date of the Plan shall be entitled to the Long Term Disability Benefit Plan benefits upon recall on reporting to work.

The Company shall have the right to give medical examinations to employees returning from such layoff to determine their eligibility under the Plan.

3. Qualifying Period

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. Benefit payment shall not commence during a strike until the termination of the strike.

4. Definition of Disability

"Disability" shall mean a" insured employee who has received fifty-two (52) weeks of benefits for the same disability under the Weekly Indemnity Plan and is thereafter unable because of disease or injury to work at any occupation in the Company for which he is reasonably fitted by education, training OR experience.

5. Amount of Benefit

- (a). Effective first of month following date of ratification, July 1, 1988, the disability benefit shall be 50% of monthly earnings as defined in 5(b).
- (b). "Monthly Earnings" means, in the case of a day or shift worker; 173 x his regular hourly rate; in the case of a pieceworker. 173 x the Feller Limber hourly rate.
- (c). "Hourly Rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or shift bonus.
- (d). The benefits payable under this Plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War Pensions, W.C.Disability Pensions, or by any insurance policies he may have purchased himself.
- (e). While receiving benefits under this Plan, the employee will continue to accrue full pension credits as though still working at no cost to the employee based on earnings equal to the rate of pay for the job on which he was employed immediately prior to disability, in the case of a pieceworker, the Feller-Limber hourly rate.

6. Duration of Benefit

- (a). Benefits will be paid for one month, for each completed month of service prior to **commencement** of the Long Term Disability Benefits, while the employee is disabled.
- (b). Service for purposes of the plan will be based on the present calculation of pension service since January 1, 1951.
- (c). Disability benefits will be paid one month in arrears.

7. Termination of Benefits

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

- (a). On the date the employee ceases to be disabled. If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Benefit payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan), or
- (b). On exhaustion of **the** benefit period, or
- (c). Up to normal retirement age, or
- (d). On death.

8. Exclusion

- (a). A" employee receiving Long Term Disability Benefits will **not be eligible** for **vacation Or statutory** holiday pay.
- (b). Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
 - (i). Any injury arising out of or sustain^{ed} while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - (ii). any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, **Or**

8. Exclusion - Continued...

- (b). (iii). self-destruction or any self-inflicted injury, while sane or insane, or
- (iv). disability for which the employee is not under the treatment of a physician, or
- (v). alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the case and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- (vi). Disability of loss (1) while the employee is on, or could be placed on Pregnancy/Maternity Leave, or (2) if employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/Maternity Leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes.

9. Rehabilitation

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

10. Physical Examinations

The Company and/or insurer reserves the right to require periodical physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

10. Physical Examinations ~ Continued....

Cost of physical **examinations**, transportation and reasonable out-of-pocket expenses related thereto will be paid by the **insurer**.

FOR THE COMPANY:

E. B. EDDY FOREST PRODUCTS LTD.

J.B.ATHERTON,
General Manager - Forestry
Division

FOR THE UNION:

LUMBER & SAWMILL WORKER'S UNION
LOCAL 2693

T.MIOR,
President.