

Collective Agreement

Between

I.W.A. Canada
Local 2995

and

Columbia Forest Products

Begins:
06/01/2002

Terminates:
05/31/2007

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Columbia Forest Products
(Levesque Hearst)

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COLLECTIVE AGREEMENT

Between

COLUMBIA FOREST PRODUCTS
(Levesque Hearst)
(hereinafter referred to as the “Company”)

and

I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)

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 to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and the 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 advancement of the conditions set **forth** herein.

ARTICLE II - RECOGNITION

2.01(a) The Company recognizes the Union **as** the **sole** collective bargaining agent of all employees of Columbia Forest Products (Levesque Hearst) at Hearst save and except foremen, persons above the rank of

foreman, office and sales staff, and scalers. 4

2.01(b) The employees of contractors engaged by the Company in the plants and yard 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.

The Company agrees that it will not employ contractors or sub-contractors to do maintenance work commonly performed by employees covered by the term of this agreement. In such situations where additional manpower will be required to perform the above maintenance work, qualified employees will have the first right of refusal.

Once a year, the Company, and the Union will study its needs for maintenance to determine if it would be warranted to make adjustments to the number of people.

Supervisory personnel, which include 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 where instructing employees and in

cases of emergency which involve physical danger to employees or danger to property.

ARTICLE III - PERIOD

3.01 The Company and the Union agree one **with** the other that they will abide by the Articles of this Agreement from June 1, 2002 to May 31, 2007 inclusive, and from year to year thereafter, unless either party desires to change **or** terminate this 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 May 31st of that 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 IV - WAGE SCHEDULE

4.01 The Wage Schedule is attached hereto and forms a part of this Agreement.

4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements 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 Article 8.05 of the grievance procedure.

4.03 For classified jobs not listed in this wage schedule, the Company may set estimated **or** temporary rates. Any such rates will be based on

comparison with prevailing rates for a similar and/or related occupation in the attached wage schedule.

Whenever possible the Company must give at least thirty (30) days advance notice to the Union of any proposed change in job content to any job classification.

After a trial period of thirty (30) days any such rate or rates shall be negotiated with the Local Union and upon agreement shall become part of the wage schedule, and payment made retroactive, and after the thirty (30) day trial and following negotiation for such rates with the **Local** Union, if no agreement is reached on the rate, the **matter** shall become subject to the grievance procedure beginning at Article 8.05.

ARTICLE V - UNION MEMBERSHIP

5.01 All present employees who are members of the Union and those who may become members of the Union shall maintain such membership in good standing **as** a condition of continued employment.

5.02 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 remit to said employee a letter supplied by the Union with a copy to the Steward, advising employee that it is a condition of employment for him to report to the Union Steward within 10 days.

5.03 For each individual employee, who is a

member of the Union or applies to become a member, the Company agrees that it will, on his behalf and upon his written request ~~or~~ upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

The Company shall put employees on checkoff at the time of hire or return to work and deduct the Union's monthly membership dues from monies due them and the Union will inform the Company accordingly.

The Company shall include on each employee's Income Tax (T-4) slip, the amount of Union dues deducted in the calendar year.

5.04 Remittances of all deductions shall be sent to the Local Union; said remittances to be accompanied by itemized lists in alphabetical order, in duplicate, showing payroll numbers, full names and amounts. The Company shall deliver the above not later ~~than~~ the end of the following month. A copy of the lists will be given by the Company to the Union Steward.

Remittance of all ~~work~~ permits including names of contractors shall be included in the checkoff list of each month.

5.05 The Local Union shall furnish the Company ~~with~~ a list of Local Officers and Representatives, and shall amend these lists as changes occur.

5.06 The Company will furnish a list of supervisory personnel to the Union Office at the start

of the contract *year* and amend it as required. The amended list will show the effective date of the changes.

5.07 The Company agrees that while hiring additional employees it will give preference to Union members providing they apply for work or that the Union applies on their behalf,

5.08 Representatives of the Union carrying a certificate of authority signed by the President and ~~Secretary~~ of the Union shall have the right to visit the plants for the purpose of investigating any alleged violation of this Agreement.

Prior to his visit the Union Representative shall obtain permission from ~~an~~ authorized officer of the Company for his visit and to allow the Company to appoint a representative to accompany him during his visit, The Union Representative shall conduct himself in a manner, which will not interfere with the normal operation of the plants during ~~his~~ visits.

5.09 Each new employee shall be allowed one half (1/2) hour on Company time to meet with the Union Steward within the first week of completion of the probationary period.

ARTICLE VI - VACATION WITH PAY

6.01 Vacation with pay credits shall be paid on the following basis and each 2% of vacation pay entitles an employee to one week of time off:

- a) 4% of gross earnings for employees who have less than four **(4)** years service time with the Company.
- b) 6% of gross earnings for employees who have four **(4)** years or more **but** less than eleven (11) years service time with the Company.
- c) 8% **of** gross earnings **for** employees who have eleven (11) years or more but less than eighteen (18) years service with the Company.
- d) 10% **of** gross earnings for employees who have eighteen (18) years or more service with the Company.
- e) 12% of gross earnings for employees who have 30 years or more service with the Company.
- f) Supplementary Vacation With Pay

Employees who have worked more than twenty (20) years for the Company, shall receive the following additional vacation in the calendar year in which they attain:

Above benefits terminate when employee attains **his** 65th birthday.

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)

6.02 An employee, who has been continuously employed for one (1) year, shall take vacation time off in accordance with the provisions of Section **6.04** herein.

6.03 (a) Accrued vacation with pay shall be paid to each employee by cheque to be issued at the time of lay off or at the time vacation is taken. Where the employee is discharged for cause or quits he shall be paid his accrued vacation with pay at the next regular pay day.

6.03 (b) The Company **will** deduct vacation pay taxes, C.P.P. and E.I. on a bi-weekly basis from regular pay.

6.04 The Company will post the vacation shutdown period, if any, prior to March 31st of each year. Those employees with supplementary vacation will advise the Company in writing prior to April 15th of the same year on their preferred holiday schedule.

The Company will confirm the holiday schedule prior to April **30**, based on seniority. All unscheduled holidays will **then** be on a first come first serve basis provided **there** is a five (5) working day advanced request.

Holidays will be granted provided it does not jeopardize the efficiency of operations. Vacations will be taken on the **same** basis as the employees' regular

schedule in blocks of a minimum of three (3) days. However, on continuous operation, one (1) week's vacation **shall** be seven (7) consecutive calendar days of which five (5) must be working days.

Vacation taken during regular operation will be taken in blocks of a minimum **of 3** days or 2 days for employees on 12 hours schedules.

Shutdowns outside the month of July or August shall not be considered as vacation shutdowns.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 Employees shall be paid without the performance of work for the following Holidays at their regular rate of pay:

New Years' Day	Civic Holiday
Good Friday	Labour Day
Canada Day	Thanksgiving Day
Victoria Day	Christmas Day
Boxing Day	January 2nd

If you are on a continuous operation and you are ~~schedule~~ to work, you will work on that day except if you request the day **off** one week in advance. For tradesmen only, should ~~there~~ not be the normal crew available, the Company will appoint by reverse seniority and the appointed tradesman will be allowed an alternate day off by mutual agreement, For production employees, should there be open positions not filled by qualified permanent employees, the Company will **fill** these positions with **part** time

employees.

Three (3) floating holidays per year for each employee who **has** accumulated a minimum of one hundred and twenty days (120) seniority, will be granted in addition to the above holidays. Request for floaters are to be **submitted** in writing at least three (3) working days in advance of the floater with the exception of emergency situations. Floaters and holidays to be paid on a **no** loss no gain basis. Employees shall be reimbursed the same amount of hours **as** if he/she was scheduled to work. Management will confirm acceptance of the floater within two (2) working days of the requested floating date(s).

All floaters not taken prior to year **end** will be paid on the last pay of the year. An employee who by reason of lay-off not exceeding twenty-one (21) working days is prevented from taking an earned floating holiday, shall be paid for the holiday if it cannot be otherwise scheduled during the calendar year.

The Company shall advise the Union Steward, when any employees are on vacation or taking a floating holiday, leave of absence and short term sickness.

Seniority **shall** apply in the event floaters are taken in excess in numbers and will be superseded by vacation time authorized **as** per Article 6.04.

7.02 When any of the above holidays fall 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 or as otherwise mutually agreed. **This** does not apply to continuous operations or weekend schedule.

For purposes of the Agreement, a Saturday or a Sunday or a Holiday shall begin at 12:00 a.m. of that day and end at 12:00 a.m. the day following.

7.03 **An** employee who has established seniority in accordance with Article **XII**, and who works any of the available work days within the thirty (30) day period prior to the Holiday, and who works the last scheduled shift prior to the holiday and the first scheduled shift following the holiday, unless his return to work is prevented by circumstances beyond his control, shall receive pay for the holidays.

7.04 Holidays occurring during the course of an allowed vacation period shall not be included as part of that allowance.

7.05 An employee who qualifies under Article 12.02(a) and 7.03, who is obliged to cease work due **to** a lay-off during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such **thirty** (30) day period.

7.06 An employee, who qualifies under Article 12.02(a) and 7.03, who is obliged to cease work due to sickness, pregnancy or accident certified by a licensed practitioner during the thirty (30) day period immediately **prior** to the Holiday, shall receive holiday

pay for the holiday(s) within such thirty (30) day period.

7.07 If an employee who qualifies under Article 12.02(a) and is recalled and works his first scheduled shift during his twenty-one (21) calendar day period, he shall receive holiday pay for the preceding holiday(s).

ARTICLE VIII **ADJUSTMENT OF GRIEVANCES**

8.01 All disputes between employees and the Company shall be settled by the following procedure.

8.02 The Union shall arrange for the election from its working membership, of two Union Committees of four (4) headed by a Union Steward. One (1) Plywood and one (1) Particle board Plant. The Company shall be notified in writing as to the names of the Union Committee. Union Steward and/or Grievance Committee member, may be allowed time ~~off~~ during his working hours at a time approved by the Company in connection with Union/Company business, provided that it does not interfere with the efficient operation of the Plant (excluding negotiations of Collective Agreement). The Company shall pay the Union Steward and/or Grievance Committee member, at his regular or premium rate, which may be proper for any time spent in connection with this Article (8.02).

8.03 Stage 1

Any grievance arising during the term of this

Agreement must be presented for adjustment without undue delay. A grievance of **an** employee shall be taken by the employee singly or together with the Steward and/or Union Representative directly to the employee's immediate supervisor and a decision thereon **shall be rendered within two (2) days from the presentation of** the Grievance.

8.04(a) Stage 2

If this decision is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee and/or a Steward, and shall be presented to the Company by himself; or together with the Union Steward and/or Union Representative, within seven (7) days from the date of the decision under Article 8.03 above, and shall be dealt with at a meeting of the Steward's committee and management and such decision shall be rendered within seven (7) days or within such further time **as** may be mutually agreed.

8.04(b) In case of discharge or suspension by the Company, the Company will, within two (2) days notify the employees in writing of the reason for the discharge **of** suspension. A copy of such notice shall be submitted to the Union Steward within two (2) days. 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 no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this Stage.

8.04 (c) Grievances which involve Company wide interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party **within** ten (10) days of the occurrence on which the grievance is based, and shall be dealt with by Representatives of the Company and Representatives of the Union. If the matter is not settled within thirty (30) days of notice being received by the opposite party, it may be referred to arbitration.

8.05 Stage 3

In the event that the grievance is not settled in the above matter, it may be referred to arbitration in accordance with the Labour Relations Act, and Notice of Processing to Arbitration shall be made on the opposite party within ~~thirty~~ (30) days of the decision rendered under Article 8.04 above.

8.06 Saturdays, Sundays and Holidays **shall** not be included in any time limits in this Article of Agreement. The time limits mentioned in this Article may be extended by mutual agreement, but otherwise shall be of essence. Failure on the part of the griever to comply ~~with~~ time **limits** shall be deemed to be **an** abandonment of the grievance.

8.07 In arbitration, the Company and the Union shall each select one person; 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 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 persons selected by the respective parties to select a third party **as** provided above, they shall ask the Provincial Minister of Labour to appoint a **third** party.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

8.08 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**, nor amend this agreement. However, the function of the Arbitration Board shall include the power **to** consider adjustments to individual job classification rates under Article 4.02, 4.03. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.09 Each *party* to 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 ~~Where~~ mutually agreed, and prior to arbitration, the parties will share equally in the cost of a mediator, whose decision shall be binding. The parties will mutually ~~agree~~ to a list of mediators. If the parties cannot agree to the mediation process, the term **of** the Collective Agreement shall apply.

8.11 The record of any disciplinary notation for offence **shall** not be used against an employee after 24 months **has** elapsed since the date of disciplinary notation(s).

ARTICLE IX - NO STRIKE - NO LOCKOUT

9.01 There shall be no strike, stoppage of work or slowdown, **as** defined by the Ontario Labour Relations **Act**, called or supported by the Union or its members, and no lockout caused by the Company during the life of **this** agreement or any renewal thereof

ARTICLE X - WORKING CONDITIONS

10.01(a) It is agreed that the Company and the Union will co-operate collectively in improving safety and first aid practices. The Company and the Union further agree to set up and maintain a joint safety committee to promote safe working conditions and practices. The Company will endeavour to have a qualified first aid man on each shift. **All** members of the Joint Health and Safety Committee will receive training from the Workers Health and Safety Centre **or** its equivalent.

It is the intention of the Company to carry out on a monthly basis, a safety inspection of its plant with two (2) members of the employee's safety committee.

Times spent by employees on such safety activities shall be considered as time worked.

10.01(b) The Company will provide free of charge the

following suitable safety apparel and equipment; gloves to be supplied in different sizes as required, rain suits, coveralls for all maintenance work, welding shields, aprons and safety glasses where required. The Company will ensure that adequate safety switches are installed as required on **machinery** throughout the plant, Worn out gloves, hearing protector equipment, aprons and safety glasses must be returned before a new pair of gloves, a new apron, a new hearing protector or new safety glasses, is issued otherwise the employee will be charged for the new gloves, apron, hearing protection equipment or safety glasses.

10.01© Effective date of ratification, the Company will pay the cost of one pair of good quality safety boots, to a maximum of one hundred and ten dollars \$110.00 per calendar year. Effective January 1st, 2004, increase to \$115.00. Effective January 1st, 2005, increase to \$120.00. Effective January 1st, 2006, increase to \$125.00.

10.01(d) The Company agrees to pay an allowance effective date of ratification, of one hundred and twenty dollars (\$120.00) maximum to each employee, each year to assist in the purchase of prescription safety glasses/frames for the workplace. For those employees who have to wear bi-focal prescription safety glasses the maximum allowance will be one hundred and fifty dollars (\$150.00). For calendar year 2004, increase maximums to one hundred and thirty dollars (\$130.00) and one hundred and sixty dollars (\$160.00). For calendar year 2006, increase maximums to one hundred and forty dollars (\$140.00) and one hundred and seventy dollars (\$170.00). Said amount to be paid upon presentation by the employee

of proof of purchase.

10.02 It is agreed that during the life of this Agreement, there shall be no reduction in existing privileges.

10.03(a) The Company will provide adequate cafeteria space and ventilation and will provide low heat oven facilities.

10.03(b) Car plug-ins shall be provided for employees' cars at the Company's plant parking lot.

10.04 The Company will in consultation with the Union, endeavour to take such measures as required to improve ventilation, heating and dust control in both plants.

10.05(a) Adequate vacuum cleaners will be provided by the Company for the employee's clothing.

10.05(b) The Company agrees that it will provide fire insurance coverage against loss by fire of tradesmen's tools normally required by tradesmen to the full value of such **tools**, while on authorized Company property or work sites. In order to receive this coverage, tradesmen shall be required to supply to the Company, a list of such tools with their invoices, **so** that proper coverage can be provided.

The Company agrees that it will provide coverage for theft or damage of tradesmen's tool chests and its contents while on Company's property providing tradesmen supply list of tools to the

Company. This is to apply only in cases where tradesmen's tool chests have been broken into and contents stolen therefrom. In such cases, the employee will be required to give immediate notice to his supervisor. The Company **will** pay \$350.00 (\$25.00 remaining to be paid at ratification) per **year** as **tool** allowance to all trade's person. Effective June 2003, increase yearly amount to \$400.00. Effective June 2004, increase yearly amount to \$425.00. Effective June 2005, increase yearly amount to \$450.00. Effective June 2006, increase yearly amount to \$475.00. The Company will no longer replace worn, stolen or lost tools.

10.06 Pay periods will be on a calendar week, Sunday to Saturday to start and end at the same time for all plants.

The existing practice of paying employees through the Bank will be maintained and the Company will make arrangements whereby employees may receive their pay as of ten (10:00) o'clock a.m. on pay-day.

ARTICLE XI - HOURS OF WORK

11.01(a) The normal workweek shall consist of those hours as specified in Article XI.

Management reserves the right to schedule a seven (7) day, twenty-four (24) hour per day continuous operation where required.

11.01(b) 1. On three (3) shift per day production the

work week shall consist of forty (40) hours, eight (8) hours per day, beginning at 12:00 a.m. Monday to 12:00 a.m. Saturday, in accordance **with** the following schedule:

#1 shift	12:00 a.m. to 8:00 a.m.
#2 shift	8:00 a.m. to 4:00 p.m.
#3 shift	4:00 p.m. to 12:00 a.m.

2. **In Plywood only:** Shift will start at 12:00 a.m. on Monday.

3. Lathe Operation (including Loader operators, Slasher operator, Debarker operator, Ponds, Chip & Saw, Lathe, Green End **Assistant**, Clipper operator, Green Stacker, Green Chain operators, Green End Misc Task, Green End Forklift, Green End Spareman, and all other employees attached to the Green End)

The hours of work for the lathe operation shall be from:

Monday to Friday:	7:30 a.m. to 4:00 p.m.
	7:30 p.m. to 4:00 a.m.
	Mealtime excepted

Or

Monday to Thursday	7:30 a.m. to 6:00 p.m.
	7:30 p.m. to 6:00 a.m.
	Mealtime excepted

Coffee breaks and **lunch** break **as follows for ten (10) hour shifts:**

Two (2) hours from the start of the shift, Ten (10)

minutes.

Four **(4)** hours from the start of the shift, Thirty **(30)** minutes.

Six **(6)** hours from the start of the shift, Ten **(10)** minutes.

Eight **(8)** hours from the start of the shift, Ten **(10)** minutes.

And with the option of adding the following scheduled shift:

Friday to Sunday	Hours worked	Paid
7:00 a.m. to 5:30 p.m.	10	10
7:00 a.m. to 7:30 p.m.	12	12
7:00 a.m. to 7:30 p.m.	12	18

Mealtime excepted

For greater clarity, when the need for the weekend crew is there, the two (2) weekly shifts will **go** to a four **(4)** day 10 hour schedule Monday to Thursday. When there is not a need for the Weekend crew, the two (2) weekday shifts will work Monday to Friday- 8 hours unless mutually agreed otherwise.

For those employees working on the Friday to Sunday weekend schedule the following shall apply:

For the purpose of vacation entitlement, one (1) week will be Friday, Saturday and Sunday.

Statutory or Floating Holidays shall be paid the same amount of hours as if the employee had worked.

If a Statutory Holiday falls on a Saturday or Sunday, it shall be observed on that day.

Coffee breaks and Lunch break to follow breaks for ten (10) or twelve (12) hour schedules.

Advanced power failure will not affect weekend scheduled employees.

4. Continuous operations for Dry End and Maintenance Departments:

Plywood Maintenance departments (in total or in part) and Plywood Dry End section (includes Dryer Feeders, Dryer Outfeed, Dryer stacker, Composers, Patching Machine Operators, Patching Graders, Dry End Misc Task, Dry End Forklifts, Clean Up and all other employees attached to the Dry End but excludes employees working on random drying on day shift only.)

The day shift will be from 7:30 a.m. to 7:30 p.m. and the night shift from 7:30 p.m. to 7:30 a.m.

On continuous operation, the workweek will start with the start of a day shift on Sunday to the start of the day shift the following Sunday.

On 12 hours schedule, coffee breaks will be taken as per the following:

Two (2) hours from the start of the shift, Ten (10) minutes.

Four (4) hours from the start of the shift, Ten (10)

4:00 p.m. to 12:30 a.m.
(on three shifts, the hours shall be
those of the Plywood Plant.)

11.01(e) Continuous operations:

- 1) Such employees will be excluded from the provisions of time and one half for Saturday work or double time for Sunday work in 11.04(a) and 11.04(b) if such work is part of their regular scheduled hours of work.
- 2) Regular scheduled hours of work on Sunday will be paid **time** and one half:
- 3) The shift schedule on said operations will remain a negotiable item.
- 4) The day shift shall be from 8:00 a.m. to 4:00 p.m., the afternoon shift shall be from 4:00 p.m. to 12:00 midnight and the night shift **from** 12:00 midnight to 8:00 a.m.
- 5) On continuous operation, the workweek shall start at 12:00 a.m. Sunday to 12:00 a.m. the following Sunday for the four shift operation.
- 6) **All** other provisions of Article **XI** will apply.

11.02(a) **All** employees will be allowed a ten (10) minute coffee break at the mid-point of each **half** shift, and one half ($\frac{1}{2}$) **hour** off for lunch at the mid-point of each shift, For those employees working on one shift or two-shift operation, lunch period will be unpaid.

Coffee breaks are on Company time. Coffee breaks may be advanced or delayed by fifteen (15) minutes and lunch break advanced or delayed by (½) an hour to suit the maintenance and production requirements.

11.02(b) Individual employees can elect to spend their lunch breaks either in the cafeteria or outside of the Company's premises but if they elect to go out they will be required to punch their cards when going and when returning to work. For those employees that lunch is taken on Company time, employees will not be allowed to leave the premises. However, permission to leave the premises will be granted for special circumstances.

11.03(a) **If**, an employee reports for work and no work is available he will receive four (4) hours pay for reporting to work. If he commences work and no work is available for him to complete his shift, he shall be paid for eight (8) hours pay at his regular rate.

To qualify for the above, the employee must remain on the job until told by the foreman that he may leave and must accept ~~other~~ than his normal work if it is offered, unless the employee is prevented from performing such work due to reasons beyond his control.

11.03(b) The ~~starting~~ and stopping times will remain constant and fixed during the weekly period, subject to the following;

An employee's scheduled shift may be changed at the Company's request provided he is paid

one and one-half **his** regular rate for **the** first shift worked after the change. Unless advised the week prior to the change and applies to the Finishing End Spareman specifically hired to replace on all shifts on those positions created after December 1st 1999. When the employee reverts to his original shift, he shall be paid at his regular straighttime rate, provided there is a break of at least eight (8) hours between the shifts worked.

11.04(a) Time worked in excess of regular scheduled hours or unscheduled work on Saturday shall be paid for at the rate of the job at time and one-half.

Where, **an** employee's shift schedule is changed by the Company, the affected employee will be paid at the rate of time **and** one half for the first Shift.

Re: Training and Information Session:

“All employees upon a 5-day notice shall attend development session at a maximum **of 24** hours per year.” Every reasonable effort will be made to have training during normal working hours.

11.04(b) Time worked on any of the ~~Holidays~~ specified in this Agreement shall be paid for at the rate of double time. Time worked on Sunday shall be paid at the rate of double time **for** those employees not on their scheduled shift.

11.04(c) Employees who are willing to work overtime will be required to signify their intentions by giving

their names to their supervisor each week on forms to be supplied by the Company.

Overtime requirements for complete ~~shifts~~ will be distributed by seniority to those capable of performing the job immediately.

11.04(d) An employee who is called back for work after completing his day or shift shall be paid time and one half for the hours worked, but in no case shall he receive less than four **(4)** hours pay at straight time rate.

11.05(a) Employees working on two (2) or three **(3)** shifts operation, will change ~~shift~~ every week and such change of shift will be on rotation.

11.05(b) Effective date of ratification, all employees scheduled to rotate shall receive ~~\$0.32~~ cents per hour in addition to their regular rate.

11.06(a) 12 hours to be added in Collective Agreement

Regular schedule hours of work on Sunday and the first 8 hours of Saturday shift will be paid at the rate of time and one half

The day shift will be from 7:30 a.m. to 7:30 p.m. and the night shift ~~from~~ 7:30 p.m. to 7:30 a.m.

On continuous operation, the workweek will start with the start of a day ~~shift~~ on Sunday to the start of the day ~~shift~~ the following Sunday.

11.06(b) On 12 hours schedule, coffee breaks will be taken **as** per the following:

- 2 hours from the start of the shift, (10) minutes
- 4 hours from the start of the shift, (10) minutes
- 6 hours from the start of the shift, (30) minutes
- 8 hours from the start of the shift, (15) minutes
- 10 hours from the start of the shift (10) minutes

If he commences work and no work **is** available for him to complete his shift, he will be paid for a full shift at his regular rate.

Time worked in excess of 12 hours will be paid at time and one half.

ARTICLE XII - SENIORITY

12.01(a) The Company recognizes the principle of Seniority. Seniority shall govern in promotion, transfers, lay-off and recalls after lay-off, provided the employee has the necessary qualifications, **skill** and ability to perform the work required.

An employee's seniority shall be his length of service with the Company dating back to his original hiring date or in case his service was broken as defined in Article 12.03, his hiring date after **his** last break in service.

Time off due to sickness or accident must be certified by a licensed physician, dentist, or chiropractor. An employee who has accrued **seniority**

and is on authorized leave of absence on Union Business shall accrue seniority while on such leave.

An employee who has accrued seniority and is then employed by the Union and the Company shall continue to accrue seniority for a period not exceeding twelve months and retain such accrued seniority for a period not exceeding twelve (12) months, unless otherwise mutually agreed to. An employee who has accrued **seniority and** is then employed by the Company in a position beyond the scope of this Agreement shall continue to accrue and retain seniority for a period not exceeding three (3) months unless otherwise mutually agreed to. Such employee may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.

12.01(b) Employees who are or become pregnant **shall** be allowed such time off **as** medically required by their condition without loss of seniority.

12.01(c) An employee who has been absent from work due to accident, sickness, pregnancy or authorized leave of absence has the right to return to the job classification he held prior to such absence. If there should be conclusive evidence that an employee has carried out work during his absence which would demonstrate he would have been able to carry out his regular functions with the Company, such employee's seniority will be cancelled.

12.02(a) A new employee of the Company shall be considered as probationary until he has completed 30

days of work in one period of employment, except in case of lay-off. Seniority of a new employee shall be established at the end of this period and shall be effective from the date of employment. On twelve hours schedule, 30 days means 20 days.

12.02(b) In case of lay-off employees shall accrue seniority for 12 months. Then, he shall retain all his seniority,

12.03 An employee shall lose all seniority and his employment with the Company if he:

- a) Quits or is discharged and not reinstated
- b) Fails to report for work following recall as provided in Article 12.04(b) or fails to return from authorized absence on the date specified unless in either case his return to **work** on time is prevented by circumstances beyond his control, and he has taken the necessary steps to advise the foreman.

12.04(a) In cases of lay-off, the Company will notify in writing the employees intended to be laid-off and the Union Steward at least five (5) working days in advance, or will pay in lieu thereof

In cases of lay-off of duration of five (5) working days or less the above five (5) days' notice will be reduced to two (2) days' notice.

However, in case of a general lay-off; notice of lay-off will be posted on the Bulletin Boards of the Company five (5) working days in advance. Absent

employees at time of notice of lay-0% will be advised in writing of said lay-off.

Except in cases of lay-off due to breakdown or electrical power failure, the employees affected will be paid in accordance with Article 11.03 and will be permitted to exercise their seniority rights to another job the same day and for the following day on their scheduled **shifts**, provided he or she can do the job immediately. Should the breakdown last more than the above-mentioned period, the employees will be permitted to exercise their seniority rights for another job on any shift in accordance with 12.01(a).

12.04(b) When the date of recall is known or anticipated at the time of lay-0% employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to the employee at his given address with copy to the Union Office, at least ten (10) days before he is required to report to work. Employees will be required to acknowledge receipt of such notice within four (4) **days** and report for work **on** the date specified, unless other arrangements have been made in writing. However, a direct verbal conversation with the employee or **employees** involved will be sufficient notice to return to work on mutual agreement by the Company and the employee(s). An employee who avails himself of time limits provided herein has no claim in connection with time worked by another employee.

12.04(c) **If**, as a result of a lay-off or for any other reason it is necessary to transfer **an** employee **from** one job classification to another, senior employees will be

given preference. Provided the employee **has** the aptitudes of skill, efficiency, and ability, he will be trained by the Company **in** order to meet the job requirements. An employee will be allowed five (5) working days in which to qualify or such other period as may be mutually agreed to.

12.04(d) For lay-off of less than three (3) months, employees affected will revert back to their original job once normal operation resumes, unless he **has** applied on a permanent vacancy during the above mentioned period.

12.05(a) **When** an employee transfers at the request of the Company to meet production requirements, to a lower paying job, the employee will be paid at the rate of the job **from** which he has so transferred. It is understood that such transfers will be made in conformity to seniority provisions.

12.05(b) For a transfer at the request of the employee, payment **from** the date of transfer will be made at the rate of the new occupation of classification.

12.05(c) For all other transfers (including **but** not limited to transfers due to inefficiency, inability, health, safety and demotions for cause) payment shall be made at the rate for the job to which the transfer is effected.

12.05(d) Promotions shall mean advancement to a job, which carries higher wage rates or a reduction **in** shift rotation and from a temporary posting to a permanent posting for an employee who has never held a

permanent posting.

12.06 1.a) Where any vacancies occur, immediate notice thereof will be posted on the bulletin board for a period of five (5) working days for which the Company may make a temporary appointment to such vacant job. However, in case of replacement is required for a vacancy of less than fifteen (15) consecutive working days, such vacancy may be filled by temporary appointment without posting.

When a vacancy is caused by an employee's absence due to disability or authorized leave of absence of fifteen (15) working days or more, such vacancy, will be considered and posted as temporary, in which case, the employee whose position has been dealt with as temporary vacancy is entitled upon his return to resume his former position, provided he is capable of performing its requirements.

An employee who has filled a "Temporary" vacancy may only bid for a permanent job vacancy while on such temporary job. If no permanent job becomes vacant, such an employee must remain on the "Temporary" job until the return of the employee he is replacing.

12.06 1. b) An employee shall not be eligible to post on a temporary posting if he or she is not actively at work for a period of more than 12 months. If an employee is absent from work for more than twenty four (24) months, the vacant position will be considered permanent, without posting. It is understood that should an employee return to regular

duties following his absence, if more than 24 months, such employee will be entitled to bump and apply his seniority as per this Agreement.

12.06 1. c) **Melaminemarticleboard** ·

In case of lay-off **of** less than 1 week, senior employee affected will be temporarily appointed.

Re: Posting · In the Plywood department job vacancies occurring during the period **of** a Statutory Holiday, said holiday will be considered a work day. In the event that more than one Statutory Holiday occurs during a posting period, such vacancy will be posted for a period of five (5) working days.

2. Employees will not be considered for a vacant job, unless they apply in writing during the five (5) day period on **forms** to be supplied by the Company. A copy of such form will be retained by the applicant and one copy of such form will be given to the Steward. All possible effort will be made to advise absent employees of such vacancy, provided the employee has indicated in advance his desire to be so advised.

3. a) The vacancy will be filled by the senior applicant who, provided he **has** the aptitudes **of** skill, efficiency and ability, will be trained by the Company in order to meet the job requirements. An employee filling the posted vacancy shall be allowed a **minimum** of five (5) working days in which to qualify or any further time **as** may be mutually agreed, this does not apply however, to an employee who, in the past, has

successfully filled such vacancy. Failure of an employee to qualify shall entitle him to return to his former job. Name(s) of successful applicant(s) will be posted for at least five (5) working days by the Company on the bulletin board in all cases.

12.07 An employee who has successfully claimed and filled a job shall be ineligible to further bid for another vacancy before three (3) months have elapsed unless such vacancy is a promotion.

12.08 A **Seniority** list shall be prepared and posted monthly on the bulletin board by the Company, showing each employee's name with Christian names, clock number and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union Office. **Seniority** list of each department shall be posted on all bulletin boards.

12.09 **Seniority** will be set up and maintained on departmental basis. One department will be comprised of all employees at and out of the Plywood Plant. The other department will be comprised of all employees at and out of the Particleboard Plant.

Inter-department transfers will be allowed only in case there is a vacancy in one department, which must be, filled by hiring. In such case, employees of the other department will be given preference over new hires.

An employee transferring from one department to the other under the aforementioned circumstances, will, for purposes of fringe benefits,

retain all his seniority already accrued. For purposes of actual exercising of seniority, such said employee's seniority will begin accruing on the date his transfer becomes effective. An employee transferring in the manner described herein will be considered as having filled a vacancy in accordance with the terms of **Article 12.06**.

Melamine will form **part** of the Particle Board Plant

In case of lay-off or job opening, the following option will be available for original employees from the Plywood Plant:

a) Employees will be permitted to apply on job opening.

b) Employees will be permitted to bump **into** the Plywood Plant in case of lay-off.

c) It is understood that the above is applicable only for a one time deal and he will not be permitted to return.

d) Notwithstanding Article 12.04(d), should **an** employee choose to accept a lay-off in the Melamine Plant, the above option will remain open to him.

e) No bumping in case of mechanical breakdown for **(2)** days or less.

f) 8 to 12 hour **shifts** at the employee's option for a period of six (6) months then, Collective Agreement will apply.

g) Bumping not permitted from Particleboard to Melamine or vice-versa for the next anticipated shutdown (maintenance).

12.10 In addition to the provisions of Article 12.09 there will be a third department comprised of all employees attached to the following operations: Shipping, Machine Shop, Garage, Electricians, Knife Grinder, and Carpenter to the third department. Those positions would in the future be posted in the third department. Employees would retain their seniority in their respective department in case of lay-off.

Vacancies in this third department will be open to employees of either of the other two departments. Employees who successfully bid for such vacancies will retain and continue to accrue seniority in the department in which they were originally hired.

Employees presently employed in the third department will retain and continue to accrue seniority in the department in which they were originally hired.

Employees hired in the third department will accrue seniority in the Plywood department.

12.11 An employee with three (3) or more **years** of continuous service for whom no **job** is available, can upon termination elect to receive a severance allowance of one (1) week's pay for each year of employment during his last period of continuous services (up to the date of termination) computed on

the basis of forty (40) straight time hours at the employee's regular rate. The maximum severance allowance payable being thirty (30) weeks. It is understood that an employee who chooses to receive his severance allowance will be terminated from his employment waiving his recall rights pursuant to this Agreement.

ARTICLE XIII - BULLETIN BOARD

13.01 The Union shall have the right to post notices dealing with Union affairs upon Bulletin Boards of the Company, such notices to have the approval of Company management before such posting.

Plant management will provide copies of plant wide committees' minutes on the ~~mill~~ bulletin board and to the steward.

ARTICLE XIV - HEALTH AND WELFARE

14.01(a) For each employee who has established seniority in accordance with Article XII, the Company will pay the premium cost of O.H.I.P. Drug Plan bill (equivalent to the current Blue Cross Drug Plan) and semi-private Hospital Care Plan monthly.

14.01(b) The Company will pay ~~for~~ a drug plan benefit whereby an employee, upon having a prescribed drug ordered, must pay the ~~druggist~~ a flat rate of thirty-five (.35¢) cents per prescription, the balance being covered by the carrying insurance Company.

14.01© For married employees where both are

working, the Company will pay one amount of the married contribution and one single to be paid direct to the employee. For employees covered outside this plan the Company will pay the single contribution direct to the employee.

14.01(d) If there should be a net reduction in the premiums charged for Medical, **Surgical** Insurance due to a revision of the O.H.I.P. by either the Federal and/or Provincial Government, the Company's contribution will not be reduced from the amounts set out in this Article.

If the Company's contribution exceeds the premium required for Medical, Surgical, **Drug** and Hospital Care Insurance, the balance will be applied to such other employee benefits **as** may be agreed upon 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.

14.01(e) The company will pay the full cost of an Extended Health Plan.

14.01 (f) All benefits set forth above and which form **parts** of the Collective Agreement to be described in a pamphlet in French **and** English to be supplied to each employee and the Union by the Company.

LIFE INSURANCE

14.02 The Company will provide and pay the full cost of a **sixty** thousand dollars (\$60,000.00) life

insurance and an accidental death and dismemberment benefit for up to a maximum of sixty thousand dollars (\$60,000.00) for each employee. Effective June 1, 2004 increase to **\$70,000.00** plus A.D.&D. Effective June 1, 2006 increase to **\$80,000.00** plus A.D.&D.

WEEKLY INDEMNITY

14.03 The Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan. The Plan will provide seventy (70%) percent of Weekly earnings (40 hours times an employee's regular rate) up to a maximum of \$570.00 per week effective at date of ratification, to commence on the first day in case of non-compensable accident and or hospitalization on the fourth (4th) continuous day from the commencement of a disability due to sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks, combined with U.I.C. benefits. Employees not qualifying for U.I.C. benefits will maintain continued coverage under the Weekly Indemnity Insurance Plan. Effective June 1, 2003 increase maximum to **\$580.00** per week.

Effective June 1, 2004 increase maximum to **\$590.00** per week.

Effective June 1, 2005 increase maximum to **\$600.00** per week.

Effective June 1, 2006 increase maximum to **\$610.00** per week.

14.03(a) The Company's contribution towards Health and Welfare package will continue for a period of up

to twelve (12) months when an employee is off work due to a WSIB Claim or a short term disability claim. Employees will have to apply or have someone apply on their behalf immediately at the time of illness or accident.

On the U.I.C. issue, should an employee demonstrate that he was negatively impacted by the U.I.C. rules, the Company will reimburse the total negative impact.

For future claims only, employees receiving Long Term Disability benefits will be covered under the Group Life Insurance plan and the Drug plan for a period of one year. Starting June 2004, employees will be covered under Life Insurance, A.D.&D. and Drugs while on Long Term Disability.

14.03(b) For employees who qualify under Article XII, the Company agrees that an employee shall be paid at the regular rate for the balance of his shift lost because of injury while at work. It is also agreed and understood that where an employee is unable to return to work, he will be required to show proof to qualify for the above. In case of day surgery, except for aesthetic purposes, the employee will be covered from the first day.

14.03(c) In the case of Weekly Indemnity claim, all costs of medical reports requested by the Company or the Insurance Carrier will be paid by the Company. This does not include doctor's slip confirming medical reasons for absence from work.

DISPUTED W.S.I.B. CLAIM

14.03 (d) If an employee covered by the Company's present Weekly Indemnity Plan suffers a disability from which payment is in dispute or delayed with the WSIB, Weekly Indemnity payment will be made retroactively if requested by the employee and provided he **has** been **off** work for at least one (1) month due to the disability without WSIB having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the WSIB claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund.

VISION CARE PLAN

14.04 The Company shall institute and pay the premium cost of a Vision Care Plan equivalent to the \$180/24. Effective June 1, 2004 increase to \$200/24.

BEREAVEMENT PAY

14.05 When death occurs to a member of an employee's immediate family, that is: an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild and grandparents both sides, spouse, children, mother and father, the employee will be granted five (5) days leave and shall be reimbursed the same amount of hours as if he/she was scheduled to work. The day of the funeral must be one of the five

(5) days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings.

Any claim for bereavement pay must 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 purpose of this Article step-relatives will be considered the same as blood relatives.

In the case of an employee who has established **seniority** and who is called for **jury** service or subpoenaed **as** a witness, the Company shall pay for each day of such service an allowance equal to the difference between (8) hours of pay based on his regular straight time hourly rate and the payment he received for Court service. Arbitration and W.S.I.B. hearing are not considered **Court** service in the context of this Agreement. The employee will present proof of service and of pay received thereof when making his claim for such allowance. An employee who is called for Court service must notify the Company immediately.

14.07 It is the duty of every employee to advise the paymaster of any change regarding the following:

- 1) Marital Status
- 2) Change of Insurance Beneficiary
- 3) New dependants with date of birth
- 4) Change of address and telephone number

ARTICLE XV - MANAGEMENT RIGHTS

15.01 The Union agrees that the Company has the exclusive right and power to manage the plants, to direct the work force, and to hire, promote, transfer or lay-off employees and to suspend or discharge or otherwise discipline employees for just cause; provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provision of this Agreement.

ARTICLE XVI - DENTAL CARE PLAN

16.01 The Company will maintain a Dental Care Plan with participation compulsory for all employees on the following basis:

1. Eligibility:

Participation in this plan is limited to employees who have accumulated one-hundred and twenty (**120**) days (**6** months) seniority with the Company.

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 lay-off or leave of absence, not to exceed one hundred and twenty (120) days (**6** months).

2. Plan Design:

a) Services 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%). The Plan provides for reimbursement in accordance with the Ontario Dental Association, with a one (1) year lag on the fee guide for general Practitioners. Effective January 1, 2000 increase maximum to \$1,500.00 per calendar year per person.

Orthodontic services (Rider No. 3) - 50% with maximum of \$1,000.00 lifetime.

The Company agrees to provide the Union with a copy of Rules and Regulations relating to the Plan.

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.

NOTE:

The employee monthly premium cost contribution for the above-mentioned benefits for the term of **this** Collective Agreement will be **as** follows:

- Single - \$3.00 through payroll deduction
- Married - \$5.00 through payroll deduction

ARTICLE XVII - LONG TERM DISABILITY PLAN

Effective June 1, 1981, the Company will institute and maintain a Long Term Disability Plan as per Schedule "A" attached.

Schedule "A"

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 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.

The Company shall have the **right** to give medical examinations to employees returning from such lay-off 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

a) Until the individual has received Disability Income Benefit payments as a result of the disability for 24 months, the complete inability of the individual due to injury, disease, pregnancy or mental disorder to perform any and every duty pertaining to his occupation, and

b) After the individual ~~has~~ received Disability Income Benefit payment ~~as a~~ result of the disability for 24 months, the complete inability of the individual, due to injury, disease, pregnancy or mental disorder to engage in any and every gainful occupation for which he is reasonably fitted by education, training or experience. However, an individual will be deemed to cease ~~to~~ be disabled if he engages in any gainful occupation except ~~as~~ provided in the Rehabilitation Section.

5. Amount of Benefit

a) The disability benefit shall be 55% of monthly earnings as defined in (5b), up to a maximum monthly payment of \$1,850.00 per month. Effective

June 1st, 2003 the maximum monthly payment will be increased to \$1,900.00 per month.

Effective June 1st, 2004 the maximum monthly payment will be increased to \$1,950.00 per month.

Effective June 1st, 2005 the maximum monthly payment will be increased to \$2,000.00 per month.

Effective June 1st, 2006 the maximum monthly payment will be increased to \$2,050.00 per month.

b) “Monthly Earnings” means, in the case of a day or shift worker, 173 x his regular 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, WC Disability Pensions, or by any insurance policies he may have purchased himself

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) 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, or
- d) On death.

8. Exclusion

- a) **An** 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 sustained 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
- 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 care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and licensed physician.
- vi) Disability or 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.

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

The Company will reimburse employee's cost of medical reports requested by the Company or the Insurance Company.

ARTICLE XVIII - PENSION PLAN

The Company agrees to establish a plan to provide pensions at retirement to become effective on October 1st, 1986. As of ratification, this Pension Plan will be in the **form of a \$80.00 per month defined** contribution to be deposited with a trustee to the credit of the individual accounts under the Plan. The Company also agrees to contribute an additional \$80.00 per month to each eligible employee

conditional **on** the individual employee contributing **an** equal amount of \$80.00 per month to the Plan. Cost of establishing the account for each employee and the ongoing cost of administering and investment will be deducted from each account.

Full time employees will join the plan after completing one (1) year of continuous service.

Effective June 1, 2003, increase each units to \$90.00. Effective June 1, 2004, increase each units to \$95.00. Effective June 1, 2005, increase each units to \$100.00. Effective June 1, 2006, increase each units to \$110.00.

All new employees will fully participate in the Pension Plan.

There shall be equal representation from Company and Union **as** trustee into the Pension Plan.

BRIDGING SUPPLEMENT

The Company agrees to provide **an** early retirement payment to employees who retire prior to age 65. This opportunity will apply only to employees who reach 60 years of age **and** have worked more than twenty (20) years for the Company. Employees making this receive \$15.00 per month per year of service. **The above** will continue until attainment of age 65 or the death of the retiree, which ever occurs first.

Example: 30 years service **x** \$15.00 = \$450.00 per month.

To be paid semi-annually on June 30th and on December 31st in the employee's Pension Plan as a retirement allowance.

General

There will be no preferred rates or bonuses paid in money or in kind under any circumstances unless approved in writing by Agreement between the Company and the Union.

Clothing Allowance

The Company shall pay to each employee the equivalent of one (1) day's wages on the first pay of December of each year towards clothing allowance.

PAID EDUCATIONAL LEAVE

Three (.03) cents per regular hours worked for each employee will be paid to the Union Office in order to pay for Educational needs of the members as of date of ratification. Increase to four (0.04) cents effective June 1st, 2004.

The above shall be paid on a quarterly basis.

GENERAL WAGE INCREASE

Increase all hourly, daily and monthly rates by:

June 1/2002- \$0.60 per hour

June 1/2003- \$0.60 per hour

June 1/2004- \$0.60 per hour

June 1/2005 \$0.60 per hour

June 1/2006 \$0.60 per hour

Retroactive pay will be paid for all hours worked from June 1st 2002, overtime hours included.

Those no longer in the employ of the Company must take the initiative to claim retroactive pay prior to sixty (60) days following date of ratification.

SIGNED IN HEARST, ONTARIO

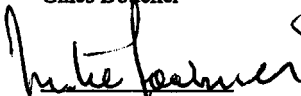
This 13th day of March 2003.

FOR THE COMPANY

Donald Bisson



Gilles Boucher



Mike Fournier



Jean Pierre Breton



Manon Cyr



Gilles Levesque

FOR THE UNION



Guy Bourgoin



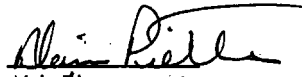
Jacques Jean




Léo Levasseur



Guy Veilleux



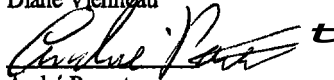
Alain Plette



Alain Charlebois

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Diane Vienneau



André Parent

TRADE APPRENTICESHIP PROGRAM

1. Apprenticeship openings will be filled in accordance with the provisions, of Article 12.06 herein.

Note: Applicant to be advised that they will require grade 12 or equivalent.

2. The apprentice will be on a probationary period until such time as he (she) has finished attendance of first session of school.
3. Any apprentice who fails his first year exams shall be required to be re-examined within twelve (12) months but not earlier than six (6) months, Failure to pass the re-examination will result in the apprentice being dropped from the program and returned to his former job classification without loss of seniority.
4. Once an employee enters an apprenticeship contract he must continue to fulfill the obligations of the contract, including necessary training periods in a vocational school.
5. The Company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his regular straight

time rate, multiplied **by** 40 hours per week. For purposes of calculation the Canada Manpower at home allowance shall be used.

6. For all Tradesmen

All qualified tradesmen will be required to attend upgrading seminars, and will be required to continually update themselves to the provincial standards with courses provided by the company, in conjunction with a recognized training institution, or equipment manufacturer in the case of specialized training on new equipment.

Annually, in the month of September, an Evaluation Committee, consisting of the Plant Superintendent and/or his representative and the Maintenance Supervisor, together with a qualified Union Member and a Union Representative will evaluate the performance and progress of each tradesman. For those tradesperson who refuse to update or upgrade themselves in their respective trade, then they may be demoted.

If upgrading is necessary, it will be co-ordinated by the Maintenance Supervisor.

7. Tradesmen Tools

Tradesmen will furnish all hand tools common to the trade. Mechanics will furnish

spanners up to 1¼" opening, sockets up to and including ½" drive and 1" 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 ½" drive, spanners over 1¼" opening.

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

8. Should an apprenticeship posting be developed because of a tradesman transfer from one department to the other, the posting for the apprenticeship **will** be posted in the department where the tradesman **is** transported in the department where the tradesman is transferred. It is understood that the apprentice will have to transfer, according to the seniority clause, to the department where the apprenticeship program **is** needed.

JOB DESCRIPTION FOR TRADESMEN

1. **INDUSTRIAL MECHANICS**
(Millwrights)

Industrial Mechanic “A”:

Must be in possession of a Provincial Certificate of Qualification in that Trade.

Industrial Mechanic “P”:

Must have successfully completed the Third Year Training Program in that Trade, or must be capable under direction of performing all Industrial Mechanic jobs assigned to him in an efficient manner.

Industrial Mechanic “IP”:

Must have successfully completed the Second Year Training Program in that trade.

Industrial Mechanic “IIP”:

Must have successfully completed the First Year Training Program in that Trade.

Industrial Mechanic “IV”:

Must have satisfied to Article 1 of the TRADES APPRENTICE PROGRAM.

2. ELECTRICIANS:

Electrician “A”:

Must be in possession of a Provincial Certificate of Qualification in the trade of electrician, construction, and maintenance.

Must be capable of doing all electrical installation as per prints supplied, and as per the Ontario Safety Code.

Must be capable to develop electrical concepts in the construction, adaptation, interfacing, check-out, start-up, maintenance and repair of all plant equipment, required in the production of the Company’s products.

Electrician “I”:

Must have completed the third year of training in that trade and must be capable under direction of performing all of the electrical jobs assigned to him in an efficient manner.

Electrician “II”:

Must have successfully completed the Second Year Training Program in that Trade.

Electrician “III”:

Must have successfully completed the First Year Training Program in that Trade.

Electrician “IV”:

Must have satisfied to Article I of the TRADES APPRENTICE PROGRAM.

NEW CATEGORY

Industrial Electrical Plant technician 111:

Must have been awarded a diploma in recognition of having successfully completed the prescribed two (2) year course of study in the Electrical Technician Program **or** three (3) *year* course of study in the Electrical Technologist Program from a recognized post-secondary College of Applied Arts and Technology.

Industrial Electrical Plant Technician 11

Must have successfully completed the intermediate level of training to become a qualified electrician under the terms and conditions of the Province of Ontario.

Industrial Electrical Plant Technician 1

Must have successfully completed the advanced level of training to become a qualified electrician under the terms and conditions of the Province of Ontario.

Industrial Electrical Plant Technician “A”

Will need to install, troubleshoot, modify and or program P.L.C.'s panel views, H.M.I.'s computers, A.C. and D.C. drives, digital controllers, burner controls, instrument calibrations (ex: pressure transducers, temperature transducers, thermocouples, R.T.D. weight scales) quality control instrument and all other instruments which are used in the plants, where presently employed.

Must be in possession of both a Provincial Certificate of qualification in the trade of electrician, construction and maintenance, including electronics endorsement, and a diploma as an electrical technician or electrical technologist.

Industrial Electrical Plant Technician “A-1”

Also able to successfully complete a proficiency exam in the trade, in the plant where employed.

Individual must have been employed by the Company for at least 1 year as a qualified plant technician “A”.

3. MOTOR VEHICLE MECHANICS:

Motor Vehicle Mechanic “A”:

Must be in possession of a Provincial Certificate of Qualification in that Trade.

Motor Vehicle Mechanic “T”:

Must have successfully completed the Fourth

Year Training Program in that Trade, or must be capable under direction of performing all **jobs** assigned to **him in** an efficient manner, on gasoline and/or diesel powered equipment and other equipment generally used in the Company operations.

Motor Vehicle Mechanic “II”:

Must have successfully completed the Third Year Training Program in that Trade.

Motor Vehicle Mechanic “III”:

Must have successfully completed the Second Year Training Program in that Trade.

Motor Vehicle Mechanic “IV”:

Must have satisfied to Article 1 of the TRADES APPRENTICE PROGRAM.

4. WELDERS:

Welder “A”:

Must be in possession of a Provincial Certificate of Qualification in that Trade.

Welder “I”:

Must have successfully completed the Third Year Training Program in that Trade, or

must be capable under direction of performing all welding jobs assigned to him in an efficient manner.

Welder “II”:

Must have successfully completed the Second Year Training Program in that Trade.

Welder “III”:

Must have successfully completed the First Year Training Program in that Trade.

Welder “IV”:

Must have satisfied to Article 1 of the TRADES APPRENTICE PROGRAM.

5. **INDUSTRIAL MACHINISTS**

Industrial Machinist “A”:

Must be in possession of a Provincial Certificate of Qualification in that Trade.

Industrial Machinist “T”:

Must have successfully completed the Third Year Training Program in that Trade, or must be capable under direction of performing all machinist jobs assigned to him in an efficient manner.

Industrial Machinist “II”:

Must have successfully completed the Second Year Training Program in that Trade.

Industrial Machinist “III”:

Must have successfully completed the First Year Training Program in that Trade.

Industrial Machinist “IV”:

Must have satisfied to Article 1 of the TRADES APPRENTICE PROGRAM.

6. PLANT CARPENTERS

Plant Carpenter “A”:

Must be in possession of a Provincial Certificate of Qualification in that Trade.

Plant Carpenter “T”:

Must have successfully completed the Third Year Training Program, or must be capable under direction of performing all plant carpentry assigned to him in an efficient manner.

Plant Carpenter “II”:

Must ‘have successfully completed the Second Year Training Program in that Trade.

Plant Carpenter “III”:

Must have successfully completed the First Year Training Program in that Trade.

Plant carpenter “IV”:

Must have satisfied to Article 1 of the TRADES APPRENTICE PROGRAM.

WAGE SCHEDULE

Classification:

WAGE RATES

June	June	June	June
1/02	1/03	1/04	1/05 1/06
\$20.56	\$21.16	\$21.76	\$22.36 \$22.96

Level 1:

- Loader Operator
- Lathe Operator
- Sander Operator
- Sander Grader
- Handyman
- Grade Line Assistant

Level 11:

- Trim Saw Operator
- Press Operator
- Press Assistant
- Press Rotation (Press 1&2)
- Quality Assistant

\$20.28	\$20.88	\$21.48	\$22.08 \$22.68
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Level 111:

- Forklift	\$20.03	\$20.63	\$21.23	\$21.83	\$22.43
- Shipping					
- Dryer Grader					
- Spreader Feeder					
- Spreader Lead					
- Spreader Assistant					
- Glue Mixer					
- *Spareman					
- Packaging					
- Packaging Assistant					
- Repair Station					
- Press End Misc. Tasks					
- Finishing End Misc. Tasks					
- Spreader Rotation (Spreader #1)					

Level IV:

- Slasher	\$19.86	\$20.46	\$21.06	\$21.66	\$22.26
- Debarker					
- Ponds					
- <i>Green</i> End Assistant					
- Clipper Operator					
- Green Stacker					
- Green Chain					
- Chip & Saw					
- Dryer Stacker & Grader back up					

Level V :-Dryer Feeder	\$19.55	\$20.15	\$20.75	\$21.35	\$21.95
- Dry Chain					
- Dryer Stacker					
- Green End Misc. Tasks					
- Core composer					
- Kuper					
- Dry End Misc. Tasks					
- Patching Grader					
- Putty					
- Putty Line Assistant					
- Cleaning					
- Pair-up					
-Lunchroom attendant					
- * Forklift Pair-up					
- Dryer Outfeed					
- Patching Grader/Misc. Tasks					
- Patching Machine					

Classification	June1/02	June1/03	June1/04	June1/05	June1/06
Millwright Class "A" & Instrumentation	\$24.69	\$25.29	\$25.89	\$26.49	\$27.09
Millwright Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Millwright Class "T"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Millwright class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Millwright class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Millwright Class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Welder Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Welder Class "T"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Welder Class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Welder Class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Welder Class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27

***Minimum Rates - Highest Rate will apply when replacing on classifications with higher rate.**

*** Any tradesman who successfully completed the trades robotics II course will receive a .15¢ per hour adjustment over and above his regular rate.**

PARTICLEBOARD DEPARTMENT

Classification:

**HEAT TRANSFER UNITS
COMPRESSOR, DRYERS, ETC.**

	<u>June 1/02</u>	<u>June 1/03</u>	<u>June 1/04</u>	<u>June 1/05</u>	<u>June 1/06</u>
Operator	\$20.41	\$21.01	\$21.61	\$22.21	\$22.81
GREEN END					
<i>casual</i> Labour	\$19.55	\$20.15	\$20.75	\$21.35	\$21.95
DRY END					
Glue Kitchen	\$20.41	\$21.01	\$21.61	\$22.21	\$22.81
Press Operator	\$20.29	\$20.89	\$21.49	\$22.09	\$22.69
Swing	\$20.53	\$21.13	\$21.73	\$22.33	\$22.93

Classification:**QUALITY CONTROL**

	June 1/02	June 1/03	June 1/04	June 1/05	June 1/06
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Laboratory Lead	\$21.53	\$22.13	\$22.73	\$23.33	\$23.93
Laboratory	\$20.14	\$20.74	\$21.34	\$21.94	\$22.54

FINISHING

Fork Lift Operator	\$19.81	\$20.41	\$21.01	\$21.61	\$22.21
Sander Operator	\$20.53	\$21.13	\$21.73	\$22.33	\$22.93
Grade Line Operator	\$19.86	\$20.46	\$21.06	\$21.66	\$22.26

OTHERS:

Lunch Room Attendant	\$19.43	\$20.03	\$20.63	\$21.23	\$21.83
Yard Operator, Dumper, Scal	\$20.21	\$20.81	\$21.41	\$22.01	\$22.61
*Spareman	\$20.14	\$20.74	\$21.34	\$21.94	\$22.54
Yard Helper	\$19.55	\$20.15	\$20.75	\$21.35	\$21.95

casual Labour(Inc. Student weekend cleaning)	\$19.55	\$20.15	\$20.75	\$21.35	\$21.95
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Millwright Class "A" & Instrument	\$24.69	\$25.29	\$25.89	\$26.49	\$27.09
Millwright Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Millwright class "I"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Millwright Class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Millwright Class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Millwright class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Millwright "A" & H.P. Welder	\$24.69	\$25.29	\$25.89	\$26.49	\$27.09
Welder Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Welder Class "I"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Welder Class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Welder Class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Welder Class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27

***Minimum Rates - Highest Rate will apply when replacing on classification with higher rate.
 Any tradesman who successfully completed the trades Robotics II Course will receive a .15¢ per
 hour adjustment over and above his regular rate.**

**THIRD DEPARTMENT
Classification:**

	<u>June 1/02</u>	<u>June 1/03</u>	<u>June 1/04</u>	<u>June 1/05</u>	<u>June 1/06</u>
Mechanic Class "A"	\$24.69	\$25.29	\$25.89	\$26.49	\$27.09*
Mechanic Class "I"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Mechanic Class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Mechanic Class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Mechanic Class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Machinist Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Machinist class "I"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Machinist class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Machinist class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Machinist class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Electrician E.D.	\$24.69	\$25.29	\$25.89	\$26.49	\$27.09
Electrician Class "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Electrician Class "I"	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Electrician Class "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Electrician class "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Electrician Class "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Industrial Electrical					

7.

Plant Technician III	\$21.90	\$22.50	\$23.10	\$23.70	\$24.30
Industrial Electrical					
Plant Technician II	\$22.65	\$23.25	\$23.85	\$24.45	\$25.05
Industrial Electrical					
Plant Technician I	\$23.42	\$24.02	\$24.62	\$25.22	\$25.82
Industrial Electrical					
Plant Technician A	\$25.13	\$25.73	\$26.33	\$26.93	\$27.53
Industrial Electrical					
Plant Technician AI	\$25.88	\$26.48	\$27.08	\$27.68	\$28.28
Knife Grinder "A"	\$22.36	\$22.96	\$23.56	\$24.16	\$24.76
Knife Grinder "B"	\$21.42	\$22.02	\$22.62	\$23.22	\$23.82
Knife Grinder "C"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27
Plant Carpenter "A"	\$23.75	\$24.35	\$24.95	\$25.55	\$26.15
Plant Carpenter -r	\$22.54	\$23.14	\$23.74	\$24.34	\$24.94
Plant Carpenter "II"	\$21.43	\$22.03	\$22.63	\$23.23	\$23.83
Plant carpenter "III"	\$21.15	\$21.75	\$22.35	\$22.95	\$23.55
Plant carpenter "IV"	\$20.87	\$21.47	\$22.07	\$22.67	\$23.27

*All **garage** mechanics will be required to **work** on **Logging** site as requested.

LETTER OF UNDERSTANDING

between

**COLUMBIA FOREST PRODUCTS
(LEVESQUE HEARST)
(hereinafter referred to as the “Company”)**

and

**I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)**

Re: ARTICLE 2.01(b)

Where circumstances are such, that there would be serious difficulties for the Company in the application of the terms of this Article in connection with construction projects it is agreed that disposition will be taken between the Company and the Union to resolve such difficulties by mutual agreement.

Hauling operations of raw materials and finished products of the Company are excluded from the term of the Collective Agreement.

Re: Yard Work Incidental to Logging

The unloading of veneer logs in the Company’s yard will be performed by the employees of the plywood department.

SIGNED IN HEARST, ONTARIO

This 13th day of March, 2003.

FOR THE COMPANY

FOR THE UNION


Donald Bisson


Guy Bourgoin


Gilles Boucher


Mike Fournier


Leo St. Cassier


Jean Pierre Breton



Guy Veilleux


Manon Cyr


Alain Piette


Gilles Levesque


Alain Charlebois


Diane Vienneau


Andre Parent

LETTER OF UNDERSTANDING

Between

**COLUMBIA FOREST PRODUCTS
LEVESQUE HEARST)**

(hereinafter referred to as the “Company”)

and

I.W.A. CANADA LOCAL 2995

(hereinafter referred to as the “Union”)

Re: Vacation Shutdown and Tradesmen

Whenever possible, all tradesmen will be required to work during the plant vacation shutdown and will be allowed to take vacation time off at a time convenient to them and the Company in order not to jeopardize the plant operation.

SIGNED IN HEARST, ONTARIO

This 13th day of March, 2003.

FOR THE COMPANY

Donald Bisson



Gilles Boucher



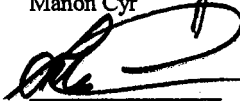
Mike Fournier



Jean Pierre Breton

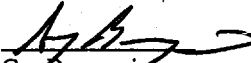


Manon Cyr



Gilles Levesque

FOR THE UNION



Guy Bourgoin




Jacques Jean



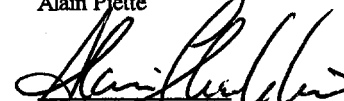
Léo Lévesque



Guy Veilleux



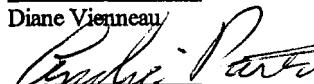
Alain Pjette



Alain Charlebois



Diane Vienneau



André Parent

LETTER OF UNDERSTANDING

between

**COLUMBIA FOREST PRODUCTS
(LEVESQUE HEARST)
(hereinafter referred to as the “Company”)**

and

**I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)**

RE: EMPLOYEE ON WSIB AND W.I.

It is agreed that employee on WSIB and W.I. claims will be required to report in person every two weeks to their respective plant superintendent or the personnel director of the Company.

Should they be prevented from doing so by reason of health or reasons beyond their control, they should advise their plant superintendent or personnel director by telephone or have someone on their behalf do it.

SIGNED IN HEARST, ONTARIO

This 13th day of March, 2003.

FOR THE COMPANY

Donald Bisson



Gilles Boucher



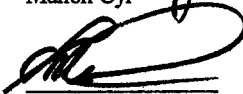
Mike Fournier



Jean Pierre Bretteau

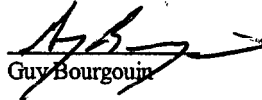


Manon Cyr

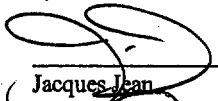


Gilles Levesque

FOR THE UNION



Guy Bourgouin



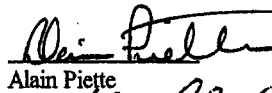
Jacques Jean



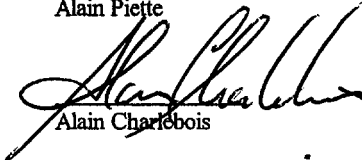
Léo Levasseur



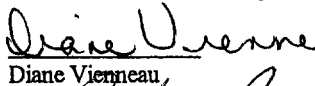
Guy Veilleux



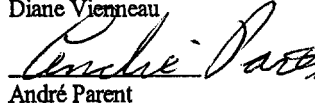
Alain Piette



Alain Charlebois



Diane Vienne



André Parent

LETTER OF UNDERSTANDING

between

**COLUMBIA FOREST PRODUCTS
(LEVESQUE HEARST)
(hereinafter referred to as the “Company”)**

and

**I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)**

**Re: Overtime and Part Time Employees
(Plywood only)**

- 1) Overtime will be distributed by seniority as per 11.04 (c).
- 2) Company will be allowed to hire part-time employees to replace regular employees on floaters, vacations, leave of absence, and short-term sickness (max 3 days).

SIGNED IN HEARST, ONTARIO

This 13th day of March, 2003.

FOR THE COMPANY

FOR THE UNION

Donald Bisson

Guy Bourgouin

Gilles Boucher

Jacques Jean

Mike Fournier

Léo Lévesqueur

Jean Pierre Breton

Guy Veilleux

Manon Cyr

Alain Piette

Gilles Lévesqueur

Alain Charlebois

Diane Vienneau

André Parent

LETTER OF UNDERSTANDING

between

**C-COLUMBIA FOREST PRODUCTS
(LEVESQUE HEARST)
(hereinafter referred to as the “Company”)**

and

**I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)**

**Re: Work Permits, Contractors and their
Employees**

All contractors and their employees shall pay a **work** permit for every month or part thereof which shall be deducted by the Company and forwarded to the Local Union Office.


It is understood that the above shall not apply to **consultant**, salesman and engineer.

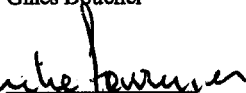
SIGNED IN HEARST, ONTARIO

This 13th day of March, 2003.

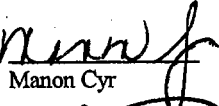
FOR THE COMPANY


Donald Bisson


Gilles Boucher


Mike Fournier


Jean Pierre Bréton


Manon Cyr


Gilles Levesque


FOR THE UNION


Guy Bourgoin


Jacques Jean


Léo Levasseur


Guy Veilleux


Alain Piette


Alain Charlebois


Diane Viermeau


André Parent

LETTER OF UNDERSTANDING

between

**COLUMBIA FOREST PRODUCTS
(LEVESQUE HEARST)
(hereinafter referred to as the “Company”)**

and

**I.W.A. CANADA LOCAL 2995
(hereinafter referred to as the “Union”)**

Re: Job Replacement on Shift Change

It is understood that all employees coming on shift will be at their workstation to replace the outgoing employee.

Employees coming on shift who are not replacing **an** outgoing employee will be at his/her workstation at the start of the shift.

It is further understood that the Company intends to enforce **the** hours of work and length of coffee break **and** lunch break **as per** the Collective Agreement.

SIGNED IN HEARST, ONTARIO
This 13th day of March, 2003.

FOR THE COMPANY

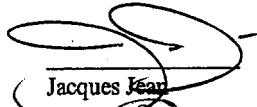
FOR THE UNION

Donald Bisson


Guy Bourgeois




Gilles Boucher



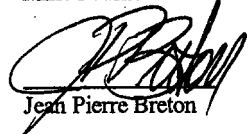
Jacques Jean



Mike Fournier



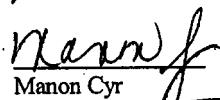
Léo Levasseur



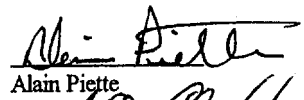
Jean Pierre Breton




Guy Veilleux



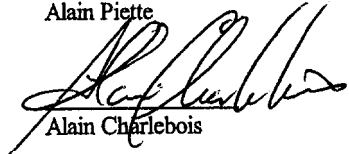
Manon Cyr



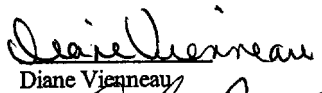
Alain Piette



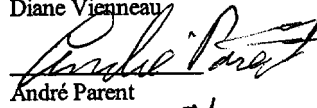
Gilles Levesque



Alain Charlebois



Diane Vienneau



André Parent

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