

COLLECTIVE AGREEMENT

BETWEEN



**TEMBEC
INDUSTRIES
INC.**
Scierie de Hearst Sawmill

AND



**LOCAL
1-2995
IWA
- CANADA**

07694(05)
SEPTEMBER 1, 1998

to

AUGUST 31, 2001

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TEMBEC INDUSTRIES INC.
SCIERIE DE HEARST SAWMILL

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The masculine is used throughout this Agreement to lighten the text and is in no way to be construed as a representation of the Union or the Company's policy on gender equality.

COLLECTIVE AGREEMENT

Between

**TEMBEC INDUSTRIES INC.
SCIERIE DE HEARST SAWMILL
(hereinafter called the "Company")**

and

**IWA CANADA LOCAL 2995
(hereinafter called the "Union")**

ARTICLE I - PURPOSE

1.01 The general purpose of this agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining with respect to hours, wages and 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 protection of property. This Agreement moreover seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to co-

operate fully, individually and collectively, for the advancement of the conditions set forth herein.

ARTICLE II - PERIOD

2.01 The Company and the Union agree one with the other that they will abide by the Articles of this Agreement from September 1, 1998 to August 31, 2001 inclusive and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other in writing at least sixty (60) days prior to August 31st of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III - RECOGNITION- JURISDICTION

3.01(a) The Company recognizes the Union as the sole Collective bargaining agency for all of its employees working in the Sawmill, Planing Mill and Yard Operations of the Company.

Employee as used in this Agreement shall mean those persons described in the bargaining unit set forth above and as set out in the Wage Schedule attached to and forming part of this Agreement, including those persons who are employed on job classifications which may be established and

become part of the attached Wage Schedule during the term of this Agreement.

(b) The employees of contractors engaged by the Company at and out of its Sawmill, Planing Mill and Yard Operations 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 subcontractors to do maintenance work commonly performed by employees covered by the terms of this agreement. In such situations where additional manpower will be required to perform the above maintenance work, employees will have first right of refusal.

From time to time, the Company will study its needs for maintenance to determine if it would be warranted to make any adjustment to the number of people.

3.02 Supervisory personnel, which includes contractors whose employees are considered to be

employees under this Agreement, shall not perform work which would normally be a function of an employee in the job classification covered by this Agreement, except when instructing employees and in case of an emergency and also in cases of emergencies involving physical danger to employees or danger to property.

3.03 It is agreed that the Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other trade Union.

ARTICLE IV - RATES AND CLASSIFICATIONS

4.01 The Wage Schedule (Schedule "A") is attached hereto and forms part of this Agreement.

4.02 If, during the life of this Agreement, a significant change in job content occurs in any job classification listed in the attached Wage Schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach Agreement, the matter may be referred to Stage 3 of the grievance Procedure.

4.03 When changes are to be made in operating methods, including major alterations in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least thirty (30)

days advance notice in writing. During the thirty (30) day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union and discuss such changes. For the new job classifications, the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupation in the Wage Schedule. Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes, shall commence without delay. After Agreement is reached, such rates shall become part of the attached Wage Schedule. In the event the parties do not reach Agreement on the rates for the new classifications within thirty (30) days of the effective date of the change or alteration, the matter may be referred to Stage 3 of the Grievance Procedure. The thirty (30) day period may be extended by mutual consent of the parties. New rates when established shall be retroactive to the date of establishment of the new classification.

ARTICLE V - UNION MEMBERSHIP

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

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

(b) When hiring employees the Company will, after complying with Article XII of this Agreement, give preference to Union members who apply and are capable of doing the work required of them. If Union members are not available, the Company shall have the right to hire non-union help until such time as Union members are available. The Company further agrees to advise the Union office from time to time of its labour requirements.

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

(d) The Company shall put employees on the checkoff list at the time of hire and/or his return to work and deduct the Union monthly membership dues from monies due them.

5.03 For each individual employee, who is a member of the Union or becomes a member, the Company will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

5.04 Remittance of all deductions shall be sent to the Local Union; said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names and amounts. The Company will endeavour to deliver these lists as soon as possible, but not later than the end of the following month. A copy of the list will be given by the Company to the Union Steward.

5.05 Representatives carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to this Agreement provided that such visits shall not interfere with the efficient operation of the plant. Credentials carried by the Union representatives shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union and shall be presented to a Company official upon arrival on the operations.

5.06 The Local Union shall furnish the Company with a list of Local Officers and Representatives and shall amend such lists as changes occur.

5.07 The Company will furnish a list of supervisory personnel to the Union Office and will amend such list as changes occur. Failure to advise the Union of such changes will not in any way affect the authority of employers' supervisors.

ARTICLE VI - VACATIONS WITH PAY

6.01 Vacation pay shall be paid to each employee by separate cheque to be issued at the time of termination of employment or at the time vacation is taken or at the option of the employee in cases of layoff when such are anticipated to exceed one (1) month.

6.02 **An** employee who has been continuously employed for (1) year shall take vacation time off at a time or times satisfactory to the employee and the Company.

Duration and timing of summer vacation during the months of July and August will be determined by mutual agreement between the parties. The Company and the Union will discuss summer vacation at least one (1) month in advance subject to unforeseen circumstances.

Each 2% increment of vacation pay entitles an employee to one (1) week of time off. An employee who is entitled to vacation time off in excess of the duration of the vacation shutdown will be allowed to take such time off upon notice in writing to his supervisor at least ten (10) days in advance of said time off requested. Management will respond within three (3) working days of receiving the request. In case too many employees should seek additional time off, thereby jeopardizing the efficiency of operations, time off will be scheduled in accordance with seniority.

As a premium, each employee will receive **\$60.00** for each week of vacation taken.

Holidays for the maintenance personnel will not be scheduled during mill stoppage/shutdown unless the Company is in agreement and suitable arrangements are in place to replace these employees.

6.03 Vacation with pay credits shall be paid on the following basis:

- (a) 4% of gross earnings for employees who have less than 800 days seniority.
- (b) 6% of gross earnings for employees who have 800 days or more but less than 2,000 days seniority.
- (c) 8% of gross earnings for employees who

have 2,000 days or more but less than 4,000 days seniority.

(d) 10% of gross earnings for employees who have 4,000 days or more but less than 5,400 days seniority.

(e) 12% of **gross** earnings for employees who have 5,400 days or more seniority.

(f) **SUPPLEMENTARY VACATION WITH PAY**

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

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

6.04 For the purpose of this Article, seniority will be acquired and maintained as defined in Article XII of this Agreement and the vacation year shall begin with the first pay in June each year, and vacation pay to be paid immediately to employees.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 Employees who have completed their probationary period shall be granted with pay the following holidays regardless of when they fall:

New Year's Day	Civic Holiday
January 2nd	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

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

In addition, employees who have accumulated one hundred and twenty (120) days seniority, will be granted one (1) floating holiday per year to be taken at a time satisfactory to the employee and his supervisor. If an employee has not taken his floating holiday by the end of December each year and has not signified his intention of taking it, such floating holiday will be scheduled by the Company before February 28th of each year.

Request for floaters are to be submitted in writing on forms supplied by the Company, three (3) working days in advance of the floater

with the exception of emergency situations. Management will respond within twenty-four (24) hours **of** receiving the request.

Floating holiday will be allocated before any days of vacation.

7.02 An employee who has established seniority in accordance with Article 12.02 is eligible for holiday pay provided he works his last schedule shift immediately preceding the holidays and his first scheduled shift immediately following the holidays, unless prevented by reasons beyond his control.

7.03 I. An employee who is qualified under Article **XII** and who works any of the available work days within the thirty (30) day period immediately prior to the holiday and **is** on authorized leave of absence when the holiday occurs, shall receive holiday pay for the first holiday that occurs during this absence, or

II. An employee who is qualified under Article **XII** and who ceased work due to a layoff, 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.

III. An employee qualified under Article **XII**, who is obliged to cease work due to sickness **or** accident certified by a licensed practitioner during the thirty (30) day period immediately prior to the

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

If an employee who has established seniority in accordance with Article **XII** is recalled and works any time during the twenty-one (21) calendar day period immediately following the holidays, he shall receive holiday pay for the preceding holiday.

7.04 A leave of absence shall be granted to an employee who has qualified under Article **12.02** and who must travel a long distance to be home for Christmas in which event such an employee will receive pay for the holiday(s), provided he returns to work on time as specified by the Company. Any request for such leave of absence must be made to the foreman by the end of the first week in December and permission will not be unreasonably withheld, provided that the employee's absence does not interfere with the efficiency of the Company operations.

7.05 **If** an employee works on one of the above-named holidays, he shall receive payment at time and one half for hours actually worked by him in addition to receiving his holiday pay. Double time will be paid after eight (8) hours of work on a holiday.

7.06 **An** employee who qualifies under Section **12.02** and is on vacation shall be entitled to holiday pay and additional time off for any

holidays occurring within such vacation period. This does not apply in connection with a period of shutdown not related to a period of vacation entitlement under Article VI and specifically does not apply in connection with any shutdown between Christmas and New Year.

ARTICLE VIII - ADJUSTMENTS OF GRIEVANCES

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

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

The Union Steward and/or Grievance Committee man may be allowed time off during his working hours at a time acceptable to the Company in connection with Union/Company business, provided that it does not interfere with the efficient operation of the mill. The Company shall pay the Union Steward and/or Grievance Committee man at his regular ~~or~~ premium rate which may be proper for any time spent in connection with **8.02**, except ~~for~~ time spent for negotiations of Collective Agreements.

8.03 It is agreed that there shall be no discrimination exercised in any manner toward the Steward or Union Grievance Committee men.

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

8.05 Grievances as defined above may be taken in writing, by the employee or the Union Steward or the Union Representative, directly to the employee's immediate supervisor for adjustment outside working hours or during working hours if this does not interfere with the efficient operation of the plant. No grievance shall be recognized unless this procedure is followed. No grievance shall be considered where the

circumstances giving rise to it, or originated or came to the notice of an employee more than fifteen (15) **days** before the filing of the grievance.

Any grievance submitted to the immediate supervisor, in accordance with this procedure, in writing, will be disposed of by the immediate supervisor, in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within two (2) working days, then

STAGE 2

The matter shall be taken up by the Union Grievance Committee and/or Union Representative with the Superintendent or his Representative within four (4) working days, in writing, on forms to be supplied by the Union. The Superintendent or his Representative shall make a reply in writing within a further four (4) working days. Failing a satisfactory adjustment, then

STAGE 3

The matter shall be taken up by the Officers of the Local Union and/or their Representative with the Manager of the Company or his Representative within fifteen (15) days. Failing a settlement within seven (7) days, then

STAGE 4

Either party may, within the following fifteen (15) days, refer the matter to arbitration.

8.06 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 failure of the two (2) 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.

Arbitration hearings will be held in a language that will be mutually agreed to. In case of disagreement, it will be held in the language of the grievor's choice.

8.07 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classification rates under Articles

4.02 and 4.03. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.08 Saturdays, Sundays, Statutory and Legal Holidays shall not be included in any time limits in this Article of the Agreement and time limits provided may be amended by mutual agreement of the parties.

8.09 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement must be dealt with in writing by both parties and must be presented to the Company not later than fifteen (15) days after the discharge or suspension becomes effective. In cases of discharge or suspension by the Company, the Company will notify forthwith the employee and the Steward in writing of the reasons for such discharge or suspension. A grievance hereunder shall be lodged at Stage 2 of the grievance procedure.

8.10 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.

8.11 If the Company has a grievance as defined in Article 8.04, it shall commence at Stage 3 of the Grievance Procedure by the Manager of

the Company or his Representative presenting the matter in writing to the President of the Union or his Representative. Failing a settlement within fifteen (15) days, then either party may, within the following fifteen (15) days, refer the matter to Arbitration.

ARTICLE IX - NO STRIKES - NO LOCKOUT

9.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, it shall not cause, call or support any strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agree that there will be no lockout.

ARTICLE X - WORK CONDITIONS

10.01 It is agreed that the Company and Union shall co-operate collectively in improving safety and first aid practices. The Company and the Union agree to set up and maintain a joint Health and Safety committee in the plant to promote safe working conditions and practices. There will be at least one (1) meeting of the Safety Committee every month. The Chairperson of each meeting shall ~~make~~ sufficient copies of the report. Such copies are to be sent to the Company's office, the

Union office and plant's bulletin board.

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

In case of an accident, the employee shall be given a copy of his accident report.

10.02 There shall be an adequate First aid Station supplied and maintained by the Company at each plant. Such station to meet the standards of the Workplace Safety and Insurance Act and the provisions of the Occupational Health and Safety Act.

Adequate First aid Kits shall be supplied and maintained by the Company at suitable locations throughout the operations.

Adequate transportation facilities and/or arrangements shall be provided by the Company for sick or injured employees.

If adequate transportation is not available, taxi service will be provided upon supervisor's approval.

The Company is responsible to see that a qualified First Aid person is available at all times

during working hours.

All mobile equipment will be equipped with adequate fire extinguishers. It is the responsibility of the operator to see that it is in working order and is continually filled.

10.03 In cold weather, the Company will provide an adequate number of car plug-ins for employees' cars.

10.04 The Company shall provide clean and heated inside water toilets and inside lunch room facilities at the sawmill, at the planing mill and at the garage where there are employees covered by this Agreement.

10.05 The Company agrees that it will provide free 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.

An employee who causes a fire wilfully, or through carelessness, will not be reimbursed for any resultant loss. In order to receive this coverage, tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

The Company agrees that it will provide free insurance coverage for theft or damage of tradesmen's tool chests and its content while on

Company property, providing tradesmen supply itemized lists of tools to Company.

In September of each year, the Company agrees to pay a \$400.00 tool allowance to all trades persons, no receipt required. The Company will no longer replace lost tools, but Company-approved broken tools will be replaced free of charge.

10.06 Employees will be paid by direct deposit to a bank of their choice every second Thursday with a maximum of one (1) week of hold back. Pay stubs will be remitted to all employees for each pay period.

If a holiday falls on Thursday or Friday pay day, the Company shall endeavour to make payment on Wednesday of that week.

A time and earnings statement will be provided to each employee for each pay period. This statement will carry complete details of rates of pay, time worked, earnings, vacation pay accumulated and deductions covering the period.

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

10.07 The Company agrees that it will furnish on loan all non personal safety apparel required. Employees will pay for personal safety apparel

such as shoes, pants, safety boots, etc. The wearing of safety equipment and apparel will not become a condition of employment unless agreed to by the Company and the Union, or becomes mandatory under Government legislation.

The Company will pay an allowance of \$70.00 to each employee, each year, as compensation for safety boots. This allowance to be included on the first pay of September each year. The Company agrees to supply, free of charge, to employees on the classification identified with a (*) in the Wage Schedule, one (1) pair of mitts or gloves per month if needed. Those with two (2)(**), will receive two (2) pairs. To qualify for the above, employees must **turn** in their old pairs to receive new ones. **Rain** coats, welding gloves and leather aprons will be loaned by the Company to employees using same in the execution of their work.

The Company will supply mechanics, welders, machinists, millwrights, and electricians, suitable coveralls and provide for the laundering of same. Coveralls will be available to other employees if and when they perform maintenance or dirty work. Millwrights will be supplied one (1) pair of gloves per month if required.

The Company agrees to replace free of charge pitted prescription safety glasses for all employees requesting same.

Guidelines for the provision of prescription safety glasses will be established and will include: return of damaged glasses, maximum prices of frame, type of frame, place of purchase, etc.

10.08 There shall be no preferred rates or bonuses paid in money or in kind during the term of this Agreement unless agreed to by the Company and the Union.

10.09 The Company agrees to discuss with the Union, ways and means of improving conditions for all employees covered by this Agreement.

10.10 The Company will install a light signal for the telephone in the Planing Mill.

10.11 The Company will arrange for the machines parked in the Planing Mill to be started and moved outside prior to the start of the shift.

10.12 The Company shall provide cold drinking water facilities in the Debarkers area and go-back area. The Company will have the water tested. If it is deemed not drinkable, the Company will have the problem fixed.

10.13 The Company will install air conditioning in booth in the sawmill and will do the utmost to control sawdust in Prentices.

ARTICLE XI - HOURS OF WORK

11.01 The following paragraphs are to define the hours of work and shall not be construed as a guarantee of work per day or per week unless otherwise specified.

11.02 The work week shall consist of forty (40) hours, composed of five (5), eight (8) hour days, Monday to Friday inclusive. Employees may be required to work in excess of their regular day, or shift, or week. Except in cases of an emergency, or where specific overtime work arrangements have been mutually agreed to between the Company and the Union, an employee will, upon his reasonable request, be excused from working overtime.

11.03(a) For the purpose of this Agreement, a Saturday, Sunday, or holiday shall begin at 7:00 a.m. of that day and end at 7:00 a.m. of the following day.

(b) Unless otherwise agreed to, when operations are on one shift, such shifts shall consist of eight (8) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., mealtime excepted.

(c) Unless otherwise agreed, when operations are on two shifts, the first shift shall consist of eight (8) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., mealtime excepted, and

the second shift shall consist of eight (8) consecutive hours, mealtime excepted, between the hours of 7:00 p.m. and 4:00 a.m.

(d) The hours of work shall be posted on Friday for the following week. The starting and stopping times will remain constant and fixed during the weekly period for which the schedule was posted.

(e) Regular watchman shall work and be paid the equivalent of 80 hours at his regular rate of **pay**.

Regardless of the Provision of Article XI (Hours of Work), it is agreed and understood that employees classified as watchmen may be scheduled to work up to twelve (12) hours per shift for a total of forty-four **(44)** hours per week with time and one half the regular hourly rate being paid after forty-four **(44)** hours per week.

The Company shall post the job of watchmen and after discussion with the Union steward only, may exercise its discretionary decision on the choice of the applicant.

It is agreed that no employee will be permitted to bump a watchman and **no** watchman will be permitted to bump an employee during a lay-off for up to three (3) weeks or during a holiday period.

(f) **An** employee's scheduled shift may be changed at the Company's request provided he/she is paid one and one half times his/her regular rate for the first shift worked after the change. When the employee reverts to his/her original shift, he/she shall be paid at his/her regular straight time rate, provided there is a break of at least eight (8) hours between the shifts worked.

This does not apply to employees on re-entry or start up after a partial or general layoff, or mill shutdown due to break down, or to employees with less than thirty (30) day seniority.

(g) It is agreed that the Company may commence a third shift for maintenance or production purposes.

(h) On three (3) shifts, the hours of work shall be from Sunday to Friday as per the following:

1 st Shift	11:00 p.m. to 7:00 a.m.
2 nd Shift	7:00 a.m. to 3:00 p.m.
3 rd Shift	3:00 p.m. to 11:00 p.m.

Sunday is at straight time, excluding trades-people until all operations follow that shift.

11.04 A shift differential shall be paid for all hours worked on a scheduled second and third shift as follows:

shift premium will apply between 7:00 p.m. and 7:00 a.m.

<u>2nd Shift</u>	<u>3rd Shift</u>
.55 cents	58 cents

11.05 Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturday, and all hours worked by an employee outside his scheduled shift, shall be paid for at the rate of time and one half the employee's regular hourly rate. All hours worked on a Sunday shall be paid for at the rate of double the employee's regular hourly rate, Overtime premiums shall not be paid for more than once for any hour worked and there shall be no pyramiding of overtime.

11.06(a) There shall be a fifteen (15) minute coffee break at the mid point of each half shift, however, the coffee break may be advanced or delayed by fifteen (15) minutes when so required by the Company.

(b) The company will provide coffee free of charge for the employees in the lunchroom

11.07 Employees in classifications identified (+ 1 hour) and (+ 1/2 hour) in the Wage Schedule who are normally required to do maintenance and/or clean up work are required to continue doing such work and will be paid for nine or eight and one half hours respectively per day or shift at the straight time rate Monday to Friday inclusive.

Such additional hour or half-hour will be consecutive to the regular working hours.

Employees doing maintenance and/or cleanup work will follow a maintenance-schedule/checklist.

All time worked in excess of the hours specified herein will be paid at the rate of time and one half.

It is understood that when the regular employee in any of the aforementioned classifications does not **carry** out all or a portion of the required maintenance and/or clean up work, the extra pay will be given to the employee actually carrying out such said work, unless it is performed by **an** employee as part of his normal duties during his scheduled eight (8) hour shift.

11.08(a) If an employee, who has completed his normal scheduled work week, is required for work on Saturday or Sunday, such overtime shall be posted on the preceding Thursday unless the requirements for such overtime work were unpredictable.

(b) If an employee is available for posted overtime work at the scheduled starting time and is unable to commence the said posted overtime work for reasons beyond his control, then he shall be provided with four **(4)** hours of work and will be paid therefore at the applicable overtime rate.

To be paid hereunder, an employee must remain available for the four (4) hour period and accept any work assigned to him provided he is adequately dressed weather wise to perform such said work.

11.09 If an employee who reports for work and/or is available for work and is unable to commence work or is unable to work the full day or shift for reasons beyond his control, he shall be paid for a minimum of eight (8) hours. To qualify for the above, an 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, provided the employee is adequately dressed weather wise to perform such work.

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

ARTICLE XII - SENIORITY

12.01 Effective September 1, 1981, the provisions set out hereunder in compliance with the Letter of Understanding of January 16, 1982, shall come into full force and remain in effect.

The Company recognizes the principle of

seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, layoffs and recalls after layoffs.

Seniority for the purpose of this Agreement shall mean, all days worked, and working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist or chiropractor, plus total number of days on vacation, holidays with pay, jury duty, bereavements leave and Company approved off-the-job training in any calendar year.

Overtime work is not to be regarded as accumulative seniority time. However, an employee who works five (5) or more hours on an overtime shift on Saturday or Sunday will be credited with one (1) day of seniority.

It is agreed and understood that an employee's seniority will be cancelled if there should be conclusive evidence that he would have been capable of performing his regular work while absent for medical reasons or that he worked elsewhere while on authorized leave of absence. An employee who is required by the Union to be absent from work for Union business will be granted leave of absence provided he returns to work on completion of the scheduled Union business.

12.02 Employment of a new employee shall be

considered as probationary until he has worked thirty (30) days in one period of employment within one hundred and eighty (180) days period.

Seniority of new employees shall be established at the end of this period and shall be effective from the date of employment. New employees shall be placed on the seniority list in order of hire.

Employees hired as students will be laid off on completion of their student term. They must reapply for permanent employment and, if accepted, will start as a new employee with respect to mill service.

12.03(a) In cases of layoffs, the Company will give written advance notice of at least five (5) working days to the employees intended to be laid off and to the Steward or pay in lieu thereof. The time period set out herein shall not be applicable in cases involving a breakdown of machinery or an electrical power failure. It is agreed that the five working day period referred to above is two **(2)** working days in all matters that pertain to wood chip deliveries.

(b) If, as a result of a layoff 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 they have the skill, efficiency and ability to meet, or to be trained to meet the job requirements. Employees who require training will be allowed five **(5)** working days to qualify, or such further

periods of time as may be mutually agreed to by the parties.

In any event, it is agreed that in layoffs of three (3) months or less and once normal operations resume, employees will revert back to their original jobs.

(c) When the date of recall is known at the time of layoff, employees leaving will be informed accordingly. In all other cases, notices in writing will be made to an employee at his given address, with a 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 and report for work on the date specified unless other arrangements have been made in writing. Employees will be required to acknowledge receipt of such notice within four (4) days from receipt of notice.

(d) It shall be the duty of each employee to notify the Company of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employees.

12.04 Any employee who is temporarily transferred for a period of one (1) working day or more to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so transferred, as follows:

(a) If the rate of pay for the job to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate.

(b) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate for the job to which he is temporarily transferred.

12.05 When a permanent vacancy occurs, immediate notice thereof will be posted on the bulletin boards for a period of five (5) working days. A permanent vacancy is defined as a vacancy of fifteen (15) working days, or more. During this said five (5) working day period, the Company may make a temporary appointment to such permanent vacant position.

Employees will not be considered for such vacant position unless they apply in writing during the five (5) day period on forms to be supplied by the Company. The applicant will retain a copy of such form.

The permanent vacancy will be filled by the senior applicant provided he has the necessary skill, ability and efficiency to meet or to be trained to meet the job requirements. An employee accepting the posted job shall be allowed five (5) working days in which to qualify or any further time as may be mutually agreed to. Failure of an employee to qualify shall entitle him to return to

his former job. Nothing herein shall prevent the Company from hiring persons outside the bargaining unit when no qualified employee applies.

To insure a just and reasonable application of Article 12.05, the following rules will be observed:

An employee who applies for any job vacancy must, if his seniority permits him and if he is qualified, fill the vacancy he has applied for.

Where an employee has applied for a vacancy on a permanent job and has filled the vacancy, such said employee's former job must be treated as permanent for purposes of vacancy posting.

- i) In all cases of posting permanent vacancies and temporary vacancies exceeding fifteen (15) working days, openings arising from the posting of the original vacancy will be posted until and including the first base rated job.
- ii) It is also agreed that openings for a base rated job will be posted once only, and any subsequent base rated job openings will be filled without posting.

In cases other than promotions, an employee who has successfully claimed and filled a permanent vacancy shall not be eligible to bid

for any other vacancy before three months have elapsed from the date of successfully filling the vacancy.

A promotion shall, mean: Advancement to a job that carries a higher rate of pay or transfer to a steady day job.

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 a 'Temporary' vacancy is entitled upon his return to resume his former position, provided he is capable of performing its requirements.

In all cases, the name of the successful applicant will be posted for a least five (5) days.

An employee who has filled a 'Temporary' vacancy in accordance with Article 12.05 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.

Any job which is only in effect for part of the year will, unless vacated 'temporarily' as described in Article 12.05, be treated as a permanent job. However, a job that is only in

effect for part of the year and for not more than two (2) months, shall be treated as a 'temporary' vacancy and the applicant to such vacancy will return to his former job upon completion.

It is agreed, however, that temporary vacancies caused by an employee's absence due to disability, sickness, injury or authorized leave of absence, for a period of less than fifteen (15) working days, may be filled by temporary appointments and such appointments shall be made according to seniority amongst the qualified employees, for whom there is a promotion.

If said temporary vacancy is expected to be for more than fifteen (15) days, then it must be posted immediately as a temporary vacancy.

For the first day the Company may appoint employees at its discretion, it being understood that such appointment is made in good faith and is for the purpose of efficiently operating the plant in order to least disrupt the efficient operation of the Company and to give sufficient time to the foremen to comply with the above paragraph.

12.06 The Company agrees to submit to the Union office by April 30th of each year, an alphabetical list in duplicate, of employees covered by this Agreement, showing their hiring date following their last break in seniority and Company seniority in days as specified in Article

12.01 as of March 31st of the same year. The list will show, in addition, each employee's occupation and address.

12.07 A seniority list shall be prepared **and** posted every month on the bulletin boards showing the accumulated seniority of each employee.

12.08(a) **An** employee shall retain his seniority for thirty-six (36) months during a layoff.

(b) **An** employee shall lose all seniority if he:

i) Voluntarily quits his employment or is discharged and not reinstated through the grievance procedure or Arbitration, or

ii) fails to report for work following recall as provided in Article 12.03, or

iii) fails to return to work upon the termination of an authorized leave of 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.

(c) **An** employee, who has been absent due to sickness or injury and who intends to return to work, must advise the Company of such intention one (1) week prior to returning to work, if absent for thirty (30) working days or more and one (1) working day prior to returning to work, if absent

for less than thirty (30) working days.

(d) **An** employee who reasonably anticipates not to be able to report for work at his regularly scheduled starting time, must advise his foreman at the earliest possible time but a least two (2) hours prior to the starting of his regularly scheduled shift.

12.09 **An** employee who has accrued seniority and is then promoted to foreman shall accrue seniority for a period not exceeding thirty (30) days and shall 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 Union shall continue to accrue seniority for a period not exceeding thirty (30) days and retain such accrued seniority for a period not exceeding twelve (12) months unless otherwise mutually agreed to.

12.10 When jobs are discontinued due to the introduction of new methods and equipment or permanent reduction of operation, affected employees shall be offered and if necessary trained for alternative employment in accordance with the provisions of this Article to meet the Company's employment requirements. It is understood this does not apply to seasonal layoffs. Employees who require training will be allowed five (5) working days to qualify or such further periods of

time as may be mutually, agreed to by the parties.

12.11 When the Company requires a spare man at the Planing Mill, they will post for spare man with grader's license. If the successful applicant has a grader's license, he shall be paid for the same rate as grader. If no applicant has a license, he shall be paid at the spare man's rate until such time that he acquires a license. In case of lay-off the spare man at the Planing Mill shall not be protected by the grader's license, and seniority shall only be the governing factor.

12.12 *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 service (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 allowances 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 BOARDS

13.01 The Company agrees to permit the Union

to post notices of meetings and other Union business and affairs on bulletin boards provided by the Company for such purposes. It is agreed, however, that before posting, such notices must first be approved in writing by the General Manager or a person designated by him.

ARTICLE XIV - JURY DUTY

14.01 In the case of an employee who has established seniority in accordance with Article 12.02, and is actively employed by the Company, and who is called for jury service or subpoenaed as a witness, except for arbitration, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate and the payment he received for jury service. The employee will present proof of service and of pay received therefore when making his claim for such allowance. An employee who is called for jury service or is subpoenaed as a witness for the Crown must notify the Company immediately.

ARTICLE XV - HEALTH AND WELFARE

15.01 The following benefits shall be paid to the end of the month following the month of layoff

- a) Life Insurance

- b) Drug Plan
- c) Extended Health Plan
- d) Semi-Private
- e) O.H.I.P.
- f) Dental Care Plan

The phrase 'while actively employed' means, so long **as** an employee retains his status of employees with the Company and he is not laid off or terminated (ex. quits or discharged and not reinstated), unless otherwise specified in this Agreement.

Each employee who has established seniority in accordance with Article XII and is actively employed by the Company, shall be entitled to the following benefits:

I) A Group Life Insurance benefits in the amount of \$45,000.00 and an accidental death and dismemberment benefit for up to a maximum of \$45,000.00.

Effective September 1, 2000 increase Life Insurance to \$55,000.00 and A.D.&D to \$55,000.00.

11) The Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan as detailed in Appendix A. **An** employee eligible to receive Weekly Indemnity shall be paid every two weeks upon receipt of a doctor's report **to** the Company in due time.

11) A Drug Plan benefit whereby an employee or his/her dependant, having a prescribed drug ordered, will be charged an annual administration fee of ten (\$10.00) dollars for a single employee and of twenty (\$20.00) dollars for an employee with dependants, the balance being covered by the carrying Insurance Company and furthermore, there being no coinsurance factor and no limit.

IV) A major medical insurance benefits for other than drugs with no coinsurance factor and a flat twenty dollars (\$20.00) deductible per person or per family per year.

Chiropractor treatment will be covered up to a maximum of \$20,00 per visit, to a maximum of \$400,00 per year.

V) A semi-private hospitalization benefit, unlimited as to duration or amount and not subject to the deductible or coinsurance.

NOTE: All of the benefits set forth above are to be described in a pamphlet in French and English to be supplied to each employee by the Company.

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.

DISPUTED W.S.I.B. CLAIM:

15.02 If an employee covered by the Weekly Indemnity Plan suffers a disability for which payment is in dispute with the W.S.I.B., 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 W.S.I.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.S.I.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund or insurance Company.

For each employee who has established seniority in accordance with Article XII and is actively employed by the Company, the Company agrees to pay for the term of this Agreement, the cost of benefits under the Ontario Health Insurance Plan (O.H.I.P.).

The Company agrees to pay premium increases during the life of this Agreement.

The Company's contribution to employees who are off work due to a Worker's Compensation claim or a Short Term Disability

claim, will be continued for a period of up to twelve (12) months.

If there should be a net reduction in the premium charged for medical, surgical, drug and hospital care plans, the balance will be applied to such other employee benefits as may be agreed upon between the Company and the Union. Pending arrangements between the Company and the Union as to the application of contributions over and above the premiums required, such additional monies will be paid directly to the employees.

ARTICLE XVI-BEREAVEMENT PAY

16.01 When death occurs to a member of an employee's family, that is, an employee's father-in-law, mother-in-law, brother, sister, grandparents, son-in-law, daughter-in-law and grandchild, the employee who has established seniority under Article 12.02 and is actively employed by the Company will be granted leave and shall be paid for eight (8) hours at his regular straight time rate for three (3) working days.

Five (5) days leave with pay will be provided on death of an employee's spouse, children, mother and father. These three (3) and five (5) days must be taken within seven (7) calendar days of the funeral.

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. The intention of this clause is to allow the employee to attend the funeral without loss of earnings.

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

ARTICLE XVII - DENTAL CARE PLAN

17.01 Effective September 1, 1978, the Company will institute a dental care plan with participation compulsory for all employees on the following basis:

I) ELIGIBILITY

Participation in this plan is limited to employees who have accumulated sixty-five (**65**) days of 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 layoff or leave of absence, but in no case beyond the end of the month following the month in which such absence commences.

II) **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 (**60%**).

c) Orthodontic Services (Rider No. 3) - 50% with maximum of \$1000.00 lifetime.

Maximum of \$1,500.00 per calendar year per person. The Company agrees to provide the Union with a copy of Rules and Regulations relating to the Plan.

The plan will provide for one-year lag on O.D.A. Schedules of fees.

111) **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 vehicles from among service carriers, insurance companies or self-administration will be made by the Company on the basis of appropriate study of these alternatives.

IV) PREMIUMS

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

V) INTEGRATION

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

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

ARTICLE XVIII-LONG TERM DISABILITY

18.01 Effective October 8, 1998 the Company will institute and pay the full cost of a Long Term Disability Plan covering all employees for fifty-five per cent (**55%**) of monthly earnings up to a maximum of **\$1,750.00**

Effective September 1, 2000 increase maximum to **\$1,800.00**.

PLAN DESCRIPTION

The Company shall pay the monthly

premium cost of the Long Term Disability 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 forty-five (45) days of seniority with the Company.

2. EFFECTIVE DATE OF COVERAGE

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

An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits upon the return to continuous active full-time employment for a period of more than four (4) 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 (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan.

Benefit payment shall not commence during a strike until the termination of the strike.

4. DEFINITION OF DISABILITY

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

5. AMOUNT OF BENEFITS

a) The disability benefit shall be 55% of monthly earnings as defined in (5b), up to a maximum monthly payment of \$1,750.00 - September 1, 2000 - \$1,800.00.

Employees receiving Long-Term Disability benefits will be covered under the Group Life Insurance and the Drug Plan for a period of one (1) year.

All cost of medical reports or doctor certificates requested by the Company or the Insurance Carrier will be paid in full by the Company.

- b) 'Monthly Earnings' means, in the case of a day or shift worker, 173 x his regular hourly rates.
- c) 'Hourly Rate' means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or shift bonus.
- d) The benefits payable under this Plan are reduced by **any** primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War Pensions, W.S.I.B. disability pensions, or by insurance policies he may have purchased himself.

6. DURATION OF BENEFIT

- a) Benefits will be paid for one (1) 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 (1) month in arrears.

7. TERMINATION OF BENEFITS

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

- a) **On** the date the employee ceases to be

disabled. (If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Benefit payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan), or

- b) on exhaustion of the benefit period, or
- c) up to normal retirement age, or
- d) on death.

8. EXCLUSION

a) 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:

1) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

11) Any injury or illness entitling the employee to compensation under any Worker's Compensation or similar legislation, or

11) 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 a licensed physician.

VI) Disability or loss (1) while the employee is on, or could be placed on Pregnancy/Maternity Leave, or (2) if the 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 an 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 reserve 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.

ARTICLE XIX - VISION CARE PLAN

19.01 The Company shall pay full cost of a Vision Care plan, equivalent to Blue Cross, covering all employees and their dependants to a maximum of \$140.00 in a twenty-four-month period (\$140/24). September 1, 2000 increase to \$150.00 in a twenty-four-month period (\$150/24).

ARTICLE XX - PENSION PLAN

All employees shall participate in the Pension Plan.

The Company shall contribute **\$140.00** to each member's account each month, or within thirty (30) days after the end of each month, in which a member who has not attained age **65** is entitled to receive pay for time worked or is on:

- a) Weekly Indemnity
- b) The first twelve (**12**) months of benefits under the Workplace Safety and Insurance Act.
- c) Vacation: or
- d) Jury Duty, bereavement leave, maternity leave, apprenticeship leave or other leaves authorized by the Company.

The member will contribute the sum of \$70.00 each month to his member's account. Employees will join this Plan after completing two hundred (200) days of work.

Effective September 1, 2000 change to provide for:

Company	\$160.00
Employee	\$ 80.00

Upon early retirement and up to age **65**, employees shall receive the benefits of the Drug Plan, the Extended Health Care Plan and Life Insurance if the employee agrees to pay the annual premium, payable in one lump sum at the

beginning of each year.

Actual Pension Plan to be transferred to a restricted access group RRSP. Members cannot redeem any assets until:

- Attainment of age 55
- Retirement
- Termination of employment.
- Death
- Permanent disability
- Written authorization provided jointly by employer and Union

MISCELLANEOUS:

1. METRIC:

The Company agrees to supply metric tools to the tradesmen as per the standard tools presently supplied.

2. BIRTH OR ADOPTION

An employee whose spouse gives birth, will be given a day off without pay, if he *so* desires, on the day of the birth or on the day the wife is discharged from the hospital, at his own choice. The word 'spouse' has the same meaning

as in the 'Family Law Act.'

An employee adopting a child will be given a day ~~off~~ without pay, if he so desires, on the day of the adoption provided he or she, or his or her spouse, is not one of the natural parents of the child.

ARTICLE XXI - PAID EDUCATIONAL LEAVE

21.01 Upon date of ratification, October 8, 1998, the Company agrees to pay to the Union Office, three (.03) cents per regular hour worked for each employee, in order to pay for Educational needs of the members.

PRINTING OF COLLECTIVE AGREEMENT

The Company agrees to pay the full cost and have sufficient amounts of books printed within three (3) months of ratification.

The Union and the Company will jointly assume the responsibility of making the necessary changes into the Agreement.

RETURN TO WORK PROGRAM

It was agreed that a Local Union-

Management Joint Committee will meet in order to finalize the details and endorse this Agreement to show the commitment of all parties.

SIGNED AT HEARST, ONTARIO THIS ___

DAY OF _____, 199

For the Company

For the Union

Pierre Payeur

Norman Rivard

Gilles Fontaine

Damien Roy

James Bélanger

Marc Vachon

Guylaine Coulombe

Réal Vachon

Yves Ouellet

Bertin Chouinard

Jacques Cloutier

SCHEDULE "A"
WAGE SCHEDULE AND CLASSIFICATION

<u>SAWMILL</u>	<u>Sept</u> <u>1/1998</u>	<u>Sept.</u> <u>1/1999</u>	<u>Sept.</u> <u>1/2000</u>
* Chip Car Attendant	\$18.33	\$18.79	\$19.35
* Chipper Operator + 1 hr.	\$19.15	\$19.63	\$20.22
** Chipper Edger Operator + 1 hr.	\$19.34	\$19.82	\$20.41
Unscrambler Edger	\$18.41	\$18.87	\$19.44
Twin Band Operator	\$19.34	\$19.82	\$20.41
Crane Operator	\$21.38	\$21.91	\$22.57
* General Labour	\$18.26	\$18.72	\$19.28
Loader Operator A + 1 hr.	\$20.39	\$20.90	\$21.53
Loader Operator B + 1 hr.	\$19.34	\$19.82	\$20.41
** Lumber return	\$18.41	\$18.87	\$19.44
Pettibone Operator	\$19.34	\$19.82	\$20.41
* Qualified Spareman	\$19.34	\$19.82	\$20.41
Truck Trailer Driver	\$19.68	\$20.17	\$20.78
Watchman	\$18.26	\$18.72	\$19.28

SAWMILL (contd.)

	<u>Sept</u> <u>1/1998</u>	<u>Sept.</u> <u>1/1999</u>	<u>Sept.</u> <u>1/2000</u>
* Prentice Operator + 1 hr.	\$19.34	\$19.82	\$20.41
* Debarkers + 1 hr.	\$19.34	\$19.82	\$20.41
Rema Operator + 2 hr.	\$18.41	\$18.87	\$19.44
Log Decks	\$18.41	\$18.87	\$19.44
* Slings	\$18.26	\$18.72	\$19.28
* Stack Operator	\$18.87	\$19.34	\$19.92
Small Line Operator + 1 hr.	\$19.34	\$19.82	\$20.41
** Trimmer Feeder + 2 hr.	\$18.77	\$19.24	\$19.82
* Go-Back + 1 hr.	\$18.68	\$19.15	\$19.72
** Stickers	\$18.26	\$18.72	\$19.28
Electrician Lead	\$24.52	\$25.13	\$25.88
Electrician	\$24.18	\$24.78	\$25.52
Filer Apprentice	\$19.07	\$19.55	\$20.14
Filer 2	\$20.62	\$21.14	\$21.77
Filer A	\$21.87	\$22.42	\$23.09
Filer Leader	\$22.71	\$23.28	\$23.98

SAWMILL (contd.)

	<u>Sept 1/1998</u>	<u>Sept. 1/1999</u>	<u>Sept. 1/2000</u>
Millwright Helper	\$18.78	\$19.25	\$19.83
Millwright III	\$19.34	\$19.82	\$20.41
Millwright II	\$19.95	\$20.45	\$21.06
Millwright I	\$20.78	\$21.30	\$21.94
Millwright A	\$21.38	\$21.91	\$22.57
Millwright Lead	\$21.97	\$22.52	\$23.20
Welder A	\$21.22	\$21.75	\$22.40
Welder	\$20.16	\$20.66	\$21.28
* Certified Carpenter	\$20.77	\$21.29	\$21.93
Grease Man (0-3) months)	\$18.78	\$19.25	\$19.83
Grease Man (Qualified)	\$19.34	\$19.82	\$20.41
Slasher Operator +1 hr.	\$19.34	\$19.82	\$20.41
Truck Driver (waste)	\$19.68	\$20.17	\$20.78

PLANER	<u>Sept</u> <u>1/1998</u>	<u>Sept.</u> <u>1/1999</u>	<u>Sept.</u> <u>1/2000</u>
* Car Loaders & Misc.	\$18.57	\$19.03	\$19.60
* Dressed Lumber Grader Stamper	\$20.12	\$20.62	\$21.24
* Flat Car Strapping & Spare	\$18.73	\$19.20	\$19.78
* General Labour	\$18.26	\$18.72	\$19.28
* Handyman	\$19.95	\$20.45	\$21.06
* Lumber Yard Attendant	\$18.49	\$18.95	\$19.52
Pettibone Operator (Feeding Planer)	\$19.56	\$20.05	\$20.65
Pettibone Yard and Kiln	\$19.34	\$19.82	\$20.41
** Planer Feeder	\$18.57	\$19.03	\$19.60
** Boardway	\$18.26	\$18.72	\$19.28
* Strapper Operator	\$18.41	\$18.87	\$19.44
Millwright Helper	\$18.78	\$19.25	\$19.83
Millwright III	\$19.34	\$19.82	\$20.41

PLANER (contd.)

	<u>1/1998</u>	<u>Sept. 1/1999</u>	<u>Sept. 1/2000</u>
Millwright II	\$19.95	\$20.45	\$21.06
Millwright I	\$20.78	\$21.30	\$21.94
Millwright A	\$21.38	\$21.91	\$22.57
* Stacker Operator	\$18.62	\$19.09	\$19.66
Grease man	\$18.78	\$19.25	\$19.83
** Dry Kiln & Yard Attendant	\$18.49	\$18.95	\$19.52
Crane Operator	\$21.38	\$21.91	\$22.57
* Spareman Planer (Licensed as Grader)	\$20.12	\$20.62	\$21.24
* Forklift Operator	\$18.57	\$19.03	\$19.60
Tilt Hoist	\$18.26	\$18.72	\$19.28
* Clean-up	\$18.41	\$18.87	\$19.44

SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199

For the Company

Pierre Payeur

Gilles Fontaine

James Bélanger

Guylaine Coulombe

Yves Ouellet

For the Union

Norman Rivard

Damien **Roy**

Marc Vachon

Réal Vachon

Bertin Chouinard

Jacques Cloutier

TRADES APPRENTICE PROGRAM

A joint Company/Union committee will be set up to revamp Trades Apprentice Program.

1. Apprenticeship openings will be filled in accordance with the Provisions of Section 12.05 (Job Postings).
2. There will be a probationary period of up to three (3) months prior to entering into an apprenticeship agreement during which time the employee may return or failing to display the necessary mechanical aptitude or educational requirements be returned to his former department without loss of seniority.
3. Any helper who fails his apprenticeship 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 return to his former department without loss of seniority. The above will not apply to the persons currently employed in any of the categories of Trades in the event that they shall become indentured in the future or are currently indentured.
4. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfil the obligations of the contract, including necessary training period 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 forty **(40)** hours per week. For purposes of calculation, the Canada Manpower at home allowance shall be used.

6. Providing a journey man **has** completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the 'A' rate immediately upon receipt of his Provincial trade Certificate.

Maintenance Trades Annual Review

Annually, in the month of August, an evaluation committee consisting of the Plant Manager or his representative and the Maintenance Supervisor, together with a qualified Union Member and/or a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of 'T' with a view of upgrading personnel who qualify.

If upgrading is necessary in the interim, it will be done by the Plant Manager and the Maintenance Supervisor.

JOB DESCRIPTION FOR TRADES AND HELPERS

MILLWRIGHT HELPER

Required to work as assistant to other Millwrights as assigned. Shall be upgraded prior to or at the end of a one (1) year period to Millwright III.

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

MILLWRIGHT III

Shall, under the direction of Millwrights and Supervision, work on all types of equipment used in sawmill operation. He shall be capable of performing certain minor repair jobs independently in keeping with his training.

Will be exposed to and begin learning techniques of trouble shooting and repairs on production machinery and basic welding.

MILLWRIGHT II

Must be capable of performing the tasks of fitting, aligning, lubricating and able to operate all tools and machines common in the sawmill operations.

Must, under direction, become proficient in

basic welding as well as dismantling and reassembly of plant equipment,

Under direction, will continue to develop skills in trouble shooting all plant equipment and be exposed to basic principles of hydraulics and pneumatics.

He may work alone but will require direction and instructions from Millwrights and Supervision.

MILLWRIGHT I

Must be capable, without direction, of fitting, aligning and lubricating and taking apart and reassembling plant equipment. In addition, is expected to be able to weld and operate tools and equipment as required.

Must, under direction, become proficient at effective methods of trouble shooting and repairing hydraulic, pneumatic and mechanical faults in plant machinery.

Must, under supervision, become proficient at reading and understanding blueprints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

MILLWRIGHT A

Must be capable without direction of performing all practices under Millwright III, II and

I. Must take full responsibility for work done by himself or his assistants.

Must be in possession of a Millwright Certificate or a Machinist Certificate or Welder H.P. Certificate or otherwise fulfil the requirements of the Evaluation Committee.

MILLWRIGHT LEAD

A Millwright 'Lead' is appointed as the need arises. Must possess the qualifications set out under Millwright 'A' and in addition shall be capable of leading other Millwrights.

NOTES:

1. It is agreed and understood that any wage adjustments made to various classifications on the August 31st Wage Schedule, plus reclassifications and new classifications, in order to arrive at wage rates set out in attached revised Wage Schedule are to take effect from date of ratification only.
2. It is agreed and understood that night shift beginning evening of August 31st and ending morning of September 1st will be paid on new rates taking effect September 1st.
3. It is agreed and understood that if Top Arbor Operator and Edger Operator interchange duties, so long as they are both qualified and able to do the work in a manner satisfactory to the Company, they shall both receive the Top Arbor Operator rate.

4. Welder classification on Wage schedule. It is understood that this Classification is listed for the purpose of special jobs on weekends and that the normal sawmill welding that has been done in the past is expected to continue to be done by the millwrights as their normal duties.

5. **Chips Loading:** Employees will complete loading truck before lunch or coffee break.

6. **Mandatory Overtime:** Schedule to be posted and followed.

**SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199**

For the Company

For the Union

Pierre Payeur

Norman Rivard

Gilles Fontaine

Damien Roy

James Bélanger

Marc Vachon

Guylaine Coulombe

Rial Vachon

Yves Ouellet

Bertin Chouinard

Jacques Cloutier

LETTER OF UNDERSTANDING

Between

**TEMBEC INDUSTRIES INC.
Scierie de Hearst Sawmill**

And

**I.W.A. CANADA
LOCAL 2995**

1) **Article XII -Seniority**

12.01 It is agreed and understood that the total accumulated days of seniority of each employee on the renewal date for the 1981 Agreement between the Company and the Union will establish the seniority order of each employee on the seniority list as per the provisions of the expired Agreement and that from that date, the order of seniority will remain fixed and can only be altered by the termination of employment of any of the employees on the seniority list.

In which case, those listed on the seniority list below the employee who terminates, will climb upwards to fill the vacancy.

All new employees to be added in the order of hire.

2) **Overtime Distribution**

Overtime on Saturday and Sunday will be voluntary.

This clause does not apply to the maintenance operations.

The Company shall post an overtime sheet weekly for the preceding week **on** which employees will signify their intention of working overtime

On Production: The overtime shall be distributed as equally as possible among the employees who normally perform the work required. In the event no such employees are available, the Company shall then revert back to the overtime sheet and give the overtime to an employee who has had previous experience or have the necessary skills and ability to perform the required work.

All other overtime shall be distributed by seniority to qualified employees.

Furthermore, in the event that no employee is available from the posted overtime sheet, the Company shall have the right to appoint any employee who becomes available.

3. The Company and the Union agree to implement a new job classification of "qualified grease man".

An employee applying for or transferring to the classification of grease man shall receive the

‘grease man rate’ for the first three (3) months and upon completion of the three (3) months shall be upgraded to ‘qualified grease man’ with the appropriate rate.

It is also agreed and understood that an employee who has had previous experience or who has worked in the maintenance department shall be exempt from the said three (3) months.

SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199

For the Company

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LETTER OF UNDERSTANDING**between****TEMBEC INDUSTRIES INC.
SCIERIE DE HEARST SAWMILL****and****I.W.A. CANADA
LOCAL 2995**

Re: Training on Log Crane and Lumber Crane

It is understood that the job classifications of Log Crane and Lumber Crane shall be posted for the purpose of training.

- 1) The applicant(s) will be selected as per the Collective Agreement and shall be trained as soon as possible.
- 2) The successful trainee(s) will be given preference to bid on the job classification of Log Crane and Lumber Crane whenever there is a vacancy, however the successful trainee(s) may be required to fill any vacancy for the classification of Log Crane and Lumber Crane within a period of (6) six months in order to allow the Company sufficient time to train other employees for these classifications.

SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199

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LETTER OF UNDERSTANDING**between****TEMBEC INDUSTRIES INC.
SCIERIE DE HEARST SAWMILL****and****I.W.A. CANADA
LOCAL 2995**

Re: Hauling of Waste Material

Effective September 1st, 1996, the hauling of waste material will be done by regular employees. Such employees shall be selected as per Article XII of the Collective Agreement and the following criteria will have to be met:

- a) The posted position shall be as cost effective (excluding wages) as the contractor performing the work, and
- b) with the same flexibility of the aforementioned.

A four (4) persons committee of the Company and the Union shall be established to monitor the cost effectiveness and flexibility of such operation.

**SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199**

For the Company

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LETTER OF UNDERSTANDING

between

**TEMBEC INDUSTRIES INC.
SCIERIE DE HEARST SAWMILL**

and

**I.W.A. CANADA
LOCAL 2995****Re: Weekend maintenance schedule for
classifications in maintenance group**

1) Vacancies shall be posted as they occur and will be filled in accordance with the job posting procedure.

2) **Hours of work:**

	<u>Worked</u>	<u>Paid</u>	<u>Schedule</u>
Friday	8	8	7:00am to 330pm
Saturday	12	14	7:00am to 7:30pm
Sunday	<u>12</u>	<u>18</u>	7:00am to 7:30pm
Total	32	40	

3) Overtime

All hours worked in excess of the regular work day, or in excess of the 32 hours worked per week will be paid at the rate of time and one half (12).

Hours worked, in excess of the twelve (12)

on Sundays will be paid at the rate of double time.

4) **Vacation:**

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

5) **Holidays**

Statutory or floating holidays shall be paid at the rate of 10 hours per day.

Note: No employees will lose or gain **any** money as a result of the above.

Employees will be permitted to take their statutory holidays if they opt to.

6) The three (3) days worked on the week-end schedule will be equal to five (5) days seniority.

7) Should a person be off on a Sunday due to sickness, he will be allowed to work two (2) eight (8) hour shift through the week to make up eighteen (18) hours missed for Sunday.

8) Scheduling to remain constant, except when Christmas Day and Boxing Day falls on a Sunday.

Weekend shift employees will go back to five (5) day scheduling that week.

SIGNED AT HEARST, ONTARIO THIS _____,
DAY OF _____, 199

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SCHEDULE 'B'**WEEKLY INDEMNITY****Re: Article XV****1. DEFINITIONS**

In this Plan, unless otherwise specifically provided,

- a) 'Accident' is a bodily injury caused by external violent means;
- b) 'Disability' is disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this Plan;
- c) 'Employee' means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Tembec Industries Inc. Scierie de Hearst Sawmill and I.W.A. Canada, Local **2995**;
- d) 'Insurer' means the insurance Company or carrier appointed by the Company;
- e) 'Plan' means the Weekly Indemnity Plan;
- f) 'Company' means Tembec Industries Inc. Scierie de Hearst Sawmill;

- g) 'Weekly Earnings' means, in the case of a day or shift worker, 40 hours x his regular rate;
- h) 'Medical Practitioner' means registered physician or surgeon, registered dentist or registered chiropractor.

2. **PARTICIPATION**

- a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- b) Participation in this plan is limited to employees who have established their seniority in accordance with Article XII.

3. **AMOUNT OF DISABILITY BENEFITS**

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1(g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of five hundred and forty (\$540.00) weekly to commence on the first day in case of non-compensable accident, hospitalization or day of surgery and after three (3) continuous days from the commencement of a disability due to a sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Effective September 1, 2000 increase maximum to five hundred and sixty dollars (\$560.00).

All costs of medical reports requested by the Company or the insurance carrier will be paid by the Company.

4. **ELIGIBILITY FOR PAYMENT**

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

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

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

c) An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently

returns to active employment.

d) **An** employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

e) An employee shall be considered **as** eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of lay-off and is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.

f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.

g) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of:

i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

- ii) Disability or loss (1) while the protected person is on or could be placed on Pregnancy/Maternity Leave, or (2) if a protected person fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/Maternity Leave that the protected person could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or
- iii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
- iv) Self-destruction or any self-inflicted injury, while sane or insane, or
- v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or
- vi) Disability for which the employee is not under the treatment of a medical practitioner, or
- vii) For a period of disability in excess of four (4) weeks where treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or
- viii) Alcoholism or Drug Addiction, unless the

employee is undergoing a recognized course of treatment by a Specialist in the care and treatment of alcoholism and/or drug addiction, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.

h) Amounts of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total anti permanent disability provision of the Company Pension Plan.

i) Amounts of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.

j) The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision of the Company pension plan.

5. **PAYMENT OF BENEFITS**

a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two complete days prior to the day that the employee is actually certified by a medical practitioner.

b) A daily rate of payment for each calendar day of absence that qualified for payment shall be one-seventh the weekly amount of disability benefit under Section (3) thereof.

The amount of disability payments will be paid every second week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

6. MISCELLANEOUS PROVISIONS

a) An employee absent on an authorized leave of absence on the date he was to become eligible under this Plan as set out in Section 4, shall, upon the date of his return to active employment, be eligible to participate in this plan.

b) If an employee who has been covered under the terms of this Plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this Plan up to a maximum of thirty-one (31) days, or up to the date he would have been laid-off should lay-off occur during this period.

NOTE:

a) A claim for weekly indemnity benefits must be supported by a certificate from a physician, dentist or licensed chiropractor.

b) It is further understood that the Company and the Union will co-operate fully and in every

reasonable respect to ensure that all claims for benefits hereunder are legitimate.

c) Provided that the required and necessary medical information and documentation in regard to a proper and legitimate weekly indemnity claim has been provided to the Company promptly, then payments in regard to the said weekly indemnity claim will be made on a biweekly basis and in cases of disability of less than two **(2)** weeks duration, will be made as soon as the amount is ascertained.

d) Subject to Article 15.03, it is understood that an employee is entitled to weekly indemnity benefits for non-compensable injury or illness when unable to perform his regular duties and if the Company is unable to offer him alternative suitable employment.

e) It is understood that the employee will accept alternative suitable employment if it is available and offered. If an employee voluntarily accepts employment with another employer, the employee will not be eligible for weekly indemnity benefits.

7. **PHYSICAL EXAMINATIONS**

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

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

8. **ADMINISTRATION**

a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability following which the Company will issue the necessary initial forms to him.

b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim to the insurer as its agent for further processing.

c) The Company will meet with representatives of the Union from time to time, for purposes of discussing the administration of the plan and any problems that may arise.

d) Should **an** employee or the Union have any complaint concerning entitlements to benefits under the Plan, the matter may be taken up as a grievance and processed to Arbitration as provided for under Article VIII of the Collective Agreement commencing at Stage 3.

The arbitration board shall have powers to adjudicate on the merits of the grievance.

A handwritten signature or set of initials, possibly 'RB', written in dark ink at the bottom center of the page.