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EFF.	98	09	01
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No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	SP		

COLLECTIVE AGREEMENT

BETWEEN

AND



**LOCAL
1-2995**

**IWA
- CANADA**

September 1, 1998 to August 31, 2001

0 8695 (05)

INDEX

LECOURS LUMBER CO. LIMITED

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COLLECTIVE AGREEMENT

BETWEEN

LECOURS LUMBER COMPANY LIMITED

(hereinafter called the "Company")

AND

I.W.A. 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 in 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 cooperate 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

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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) See Schedule "A" attached hereto.

3.01(b) See schedule "A" attached hereto.

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 emergency and also in cases of emergencies involving physical danger to employees or danger to property, and except in the form of casual assistance and spell-off at coffee break or lunch period.

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.

A - A IONS

4.01 The Wage Schedule (Schedule B) 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 occupations in the Wage Schedule. Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes, shall commence without delay. After Agreement is reached, such rates shall become part of ~~the~~ attached Wage Schedule. In the event 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 employeewhoisnowa member in good standing or who becomes or is reinstated **as** a member of the Union shall, **as** a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of ~~the~~ Union intending **to** suspend a member, the Company shall **be** notified by the Union in writing at least seven **(7)** days before such suspension.

5.02(b) 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.

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

5.02(d) The Company shall put employees on checkoffs at the time of hire or return **to** work and

deduct the Union's monthly membership dues from monies due him.

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 list **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 employer 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.

The Company will deduct vacation pay taxes on **a bi-weekly** basis.

6.02 An employee who has been continuously employed for one **(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. 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 after five (5) days of vacation taken.

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 (3 ans)
- b) 6% of **gross earnings** for employees who have 800 days or more but less than **2,000** days seniority (8 ans)
- c) 8% of **gross earnings** for employees who have 2,000 days or more but less than **4,000** days seniority (16 ans)
- d) 10% of **gross earnings** for employees who have 4,000 days or more but less than **5,400** days seniority (21 ans)
- 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 with pay, in the calendar year in which they attain:

2,080 hrs/yr

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 of June each year.

Work during summer holidays will be distributed in accordance with Article XII. Seniority, provided the employees who apply have the skill and ability to perform the scheduled work. Seniority will not apply for replacement of scheduled 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 Sunday it shall be observed on the following Monday.

In addition, employees who have accumulated one hundred and twenty (1 **20**) days' seniority, will be granted **two (2)** floating holidays 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 28 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. An employee who by **reason** of lay-off is prevented from taking his floating holiday shall receive pay in lieu of such holiday, during the current **year**.

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

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, is on authorized leave of absence when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence.

(ii) An employee who is qualified under Article XII and who ceases work due to 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 licenced 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.

7.03(a) 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 the 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 - ADJUSTMENT OF GRIEVANCES

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

8.02 ~~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.

8.03 It is agreed that there shall be no discrimination exercised in any manner towards 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** grievances 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)** person **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.

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.

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

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 agrees 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 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 Chairman of each meeting shall make a report in triplicate: copies going 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.

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 WSIB and the Provisions of the Industrial Safety Act.

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

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.

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

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 and at the planing mill where there are employees covered by this Agreement.

Air conditioning will be installed in the planer lunch-room.

Water drinking fountains with filters will be maintained by the Company in the above-mentioned premises, and where **water** is used for human consumption.

The Company agrees, **to discuss** with the Joint Safety **Committee**, ways and means of removing of dust on employees' clothing, prior **to** shift ends.'

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.

Upon proof of purchase, the Company shall pay \$400.00 **to** be paid in September of each year **as** tool allowance to all trade persons. This includes voltage testers.

An employee who causes a fire **willfully**, 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 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**.

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

This statement will carry complete details of rates of pay, time worked, earnings, accrued vacation pay 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, etc. The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the **Company** and the Union or is mandatory under **Government** legislation.

The **Company** agrees to provide a \$70.00 allowance per employee per year on September 30th of each year toward the purchase of safety boots.

Employees will be supplied suitable gloves and/or mitts as required free of charge on a replacement basis.

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.

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 Transportation (Bus from Hearst)

The Company will provide free bus transportation from Hearst to work and return. For the purpose of this Article, the starting marshalling point will be in Hearst with stops along the direct route to the work site as required.

Regular employees will drive the bus and will be paid 1 1/2 hrs per day at time and one half. Pick-up transportation drivers will be paid a compensation of \$15.00 per day.

Transportation (Bus in Calstock)

Transportation will be provided for band members who are employees of the Company and who live within the normally occupied portion of the reserve at no cost to such members.

The transportation service will take the above-mentioned employees to and from work and will run

~~for~~ the normal sawmill and planer shifts. Drivers to be paid as per present practice and will be reimbursed for their *car* expenses at \$10.00 per day.

Employees who ~~are~~ required by the Company to provide their ~~means~~ of transportation will be paid twenty-nine cents (.29) per kilometre for all kilometres travelled to the work site and return from either their residence or Hearst whichever is ~~the shortest~~ distance. It is understood that the vehicle owner will accept passengers when convenient, upon request by ~~the~~ Company.

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

10.11 Prescription Safety Glasses

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 price of frames, type of frames, place of purchase, etc.

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 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.

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

11.03 © 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. to 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.

11.03(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.**

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.

These provisions do not apply to re-entry or start up after a partial **or** general lay **off** or mill shutdowns due to break down, or to employees with less than thirty (30) days' seniority.

11.04 Shift premium shall be paid for all hours worked **on** a scheduled second and third shift **as** follows:

Dec. 18/95

1st shift	NIL
2nd shift	.55 cents
3rd shift	.58 cents

Regular watchman shall also receive the 2nd shift differential for all hours worked between 7:00 p.m. and 7:00 a.m.

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 work required shall be distributed on as equal a basis **as** possible among the employees who **normally** perform the work in the classification requiring overtime.

Overtime premiums shall not be paid for more than once for any hour worked and there shall be no pyramiding of overtime.

11.06 ~~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.

~~Coffee~~ will be supplied by the Company free of charge at coffee breaks.

11.07 Employees in classifications identified (+ 1 hr.) and (+ ½ hr.) 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 work 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.

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, that 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.

11.08(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 herein, an employee must remain available for the four (4) hour period and accept any work assigned to him provided he is adequately dressed weatherwise 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 weatherwise 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.

11.11 The Company will reimburse truck or bus

drivers for time lost, if necessary, when summoned **by the Ministry of Transportation and Communications** to review their license where such renewal is required in order to continue their job as a **truck** or bus driver.

ARTICLE XII - SENIORITY

12.01 Effective September 1, 1981, the provisions set out hereunder in compliance with **the** Letter of Understanding of March 9th, 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, lay-offs **and** recalls after **lay-offs**.

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, bereavement 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 perform-

ing 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.

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

12.02 Employment of any new employee shall be considered **as** probationary until he has worked thirty (30) **days** in one period of employment except in cases of lay-off. Seniority of new employees shall be established at the end of this period and shall be **effective** from the date of employment.

12.03(a) In cases of lay-offs, the Company will give written advance notice of at least five (**5**) working days or pay in lieu thereof to the employees intended to be laid-off and to the Steward. The time period set **out** herein shall not be applicable in cases involving a breakdown of machinery or **an** electrical power failure.

12.03(b)(I) 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 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 period of time as may be mutually agreed

to by the parties.

12.03(b)(ii) For lay-offs of less than three (3) months, employees affected will be transferred to vacant positions **as** per seniority and qualifications and in accordance with Article 12.04 of the Collective Agreement. It is understood that senior employees shall not be subject **to** any loss of employment. Once normal operations resume, employees will revert back **to** their original job.

12.03(c) When the date of recall is known at the time of lay-off, 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** for **work**. Employees will be required to acknowledge receipt of such notice and report for work on the date **specified** unless **other** arrangements have been made in writing.

12.03(d) It shall be the duty of each employee **to** notify the Company of **any** change of addresses. 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** employed, **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 A permanent vacancy is defined as a vacancy of fifteen (15) working days, or more. When a permanent vacancy occurs, immediate notice thereof will be posted on the bulletin boards for a period of five (5) working days. During this said five (5) working day period, the Company may make a temporary appointment to such permanent vacant position. In all cases of posting permanent vacancies, openings arising from the posting of the original vacancy will be posted until and including the first base rated job.

It is also agreed that when a permanent base rated job vacancy occurs, only the original vacancy will be posted.

Employees will not be considered for such vacant positions 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.

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.

An employee who has successfully claimed and filled a permanent job shall not be eligible to further bid for another vacancy before three (3) months have elapsed unless such vacancy is a promotion. A promotion shall mean advancement to a job which carries a higher rate of pay or a steady day job.

When a vacancy is caused by an employee's absence due to disability or authorized leave of absence for fifteen (15) working days or more, the original 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.

"Temporary Vacancies"

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 ten (10) working days, may be filled by temporary appointments and such appointments shall be made according to seniority, amongst the qualified employees.

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

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 the Agreement, showing their hiring date following their last break in seniority and Company seniority in days as specified in Article 12.01 as at March 31st of the same year. The list will show, in addition, each employee's occupation and address.

12.07 A 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 lay-offs.

12.08(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 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.

12.08(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.

12.08(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 at least **two (2)** hours prior to the Starting of his regularly scheduled shift.

12.09 See Schedule "A" attached hereto.

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. Employees who **quit retraining** will be allowed five (5) working days to qualify or such further periods of time as may be mutually, agreed to by the parties. It is **understood** this does not apply to seasonal lay-offs.

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 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.

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II - BUL

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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 is called for **jury** service or subpoenaed as a witness (except for arbitrations), 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, must notify the Company immediately.

ARTICLE XV - HEALTH AND WELFARE

7

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

The terms "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).

i) A group life insurance benefit 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 to \$55,000.00

ii) A drug plan benefit whereby an employee, upon having a prescribed drug ordered, must pay the druggist a flat rate of thirty-five cents (.35) per prescribed drug, the balance being covered by the carrying insurance Company and furthermore, there being no co-insurance factor and no limit.

iii) A major medical insurance benefit for other than drugs with ~~no co-insurance~~ factor and a flat twenty dollars (**\$20.00**) deductible per person or per family per year.

Coverage for chiropractor treatments will increase to \$20.00 per visit up to a maximum of \$400.00 per year.

iv) A semi-private hospitalization benefit, unlimited ~~as to~~ duration or amount and not subject to ~~the~~ deductible or co-insurance.

v) The Company's contribution to employees who are off work due to a Workplace Safety and Insurance or a Short Term Disability claim for group life, **drug** plan, extended health plan, and semi-private will continue for a period of up to twelve (12) months.

vi) DENTAL CARE PLAN

The Company will maintain 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 lay-off 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

Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.

Services and benefits as provided in Blue Cross Rider No. 2, 60%. The Plan also provides for one (1) year lag on O.D.A. schedule of fees.

Sept/98 - 97 ODA

Sept./99 -98 ODA

Sept./00- 99 ODA

Maximum of \$1,500. per calendar year per person.

Orthodontal Services-(Rider#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.

ii) 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.

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.

15.02 The following benefits shall be paid to the end of the month following the month of lay-off.

- a) Life Insurance
- b) Drug **Plan**

- c) Extended Health **Plan**
- d) Semi-private
- e) Dental Care Plan

15.02(a) **The Company agrees to pay premium** increases during the life of this Agreement.

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

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

15.03 The Company will **maintain** and pay **effective** January 1st, 1980 the premium cost of Weekly Indemnity Plan described in Appendix "**A**".

All costs of medical reports, doctors' certificates or doctors' notes requested by the Company or the Insurance Carrier will be paid in full by the Company.

The Company also 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

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

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 a 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**.

15.04 The Company shall pay the monthly premium cost of the Long Term Disability Benefit Plan described in Appendix "B".

15.05 The Company shall institute and pay the premium cost of a Vision Care Plan, \$140/24 equivalent to Blue Cross, covering all employees who are actively employed and their dependents. Effective January 1, 2000 increase to \$150/24.

APPENDIX "A"Weekly Indemnity

Re: Article 15.03

1. DEFINITIONS

In this Plan, unless otherwise specifically provided,

- a) "Accident" is a bodily injury caused by external violent means;
- b) "Disability" is a disability preventing an employee from pursuing any gainful **occupation arising from any mental infirmity**, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded **by** this Plan;
- c) "Employee" **means an** employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Lecours Lumber Company Limited and Local **2995**, of the I.W.A. CANADA;
- d) "Insurer" means the Insurance Company or Carrier appointed by the Company;
- e) "Plan" means the Weekly Indemnity Plan;
- f) "Company" means Lecours Lumber Company Limited;

- 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 amounts of disability benefit shall be 70% of ~~an~~ employee's weekly earnings, ~~as~~ defined in Section 1(g) immediately preceding the date of disability, for a maximum of \$540.00 weekly. Effective September 1, 2000 increase to \$560.00 weekly.

4. ELIGIBILITY FOR PAYMENT

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

In case of day surgery, the employee will be covered from the first day, upon proof thereof.

(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 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 WSIB 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) An amount of disability benefit will not be payable for those for which the employee receives holiday pay, or more than one-half day's regular pay from the Company.
- l) **An** amount of disability benefit will not be payable following the normal retirement date of an employee, other **than** retirement under the total and permanent disability provision of the Company pension plan.
- j) **An** amount of disability benefit will not **be** payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
- k) The amount of disability benefit under this plan will be **reduced** by the amount of pension for which the employee **is** eligible under the total and permanent disability provision for the Company pension plan.

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) hereof.
- c) 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 herein 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 bi-weekly 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.

- f) If an employee's weekly indemnity benefit claim is delayed by more ~~than~~ one (1) month, the Company will advance the benefit payments to the employee.

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 claim 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 which may arise.

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

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

APPENDIX "B"

LONG TERM DISABILITY BENEFIT PLAN

LECOURS LUMBER COMPANY LIMITED

RE: ARTICLE 15.04

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 forty-five **(45)** days seniority with the Company.

2. EFFECTIVE DATE OF COVERAGE

An eligible employee is entitled **to** benefits provided he is actively at work **on** the first day **the** Long Term **Disability** 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 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

Long Term Disability Insurance {Insurance person on(y)}

"Disabled" and "Disability" mean:

- 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 (5 b), up to a maximum of \$1,750.00 per month. Effective September 1, 2000, increase, the maximum to \$1,800.00 per month.
- b) "Monthly Earnings" means, in the case of a day of shift worker, $173 \times$ 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/Quebec Pension Plan**, or **any** Company Group Disability Income Plan. Benefits are not affected by War pensions, W.S.I.B. Disability Pensions, or by any insurance policies he may have purchased himself.
- e) Employees will continue getting the Group Life Insurance coverage while receiving Long Term Disability benefits.

- f) Employees receiving Long Term Disability benefits will be covered under the Drug plan for a period of one (1) year.

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 age, or
- d) on death.

8. EXCLUSION

- a) **An** employeereceiving 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) An 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 a licensed physician.
 - vi) Disability or loss (1) while the employee is on, or could be placed on Pregnancy/Maternity Leave, or (2) if em-

ployee 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 employees refuse 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.

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

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, grand-parents, 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.

It is understood that for purposes of this Article, step relatives will be considered the same as blood relatives. The intent of this clause is to allow the employee to attend the funeral without loss of earnings.

ARTICLE XVII - PENSION PLAN

All employees shall participate ~~in~~ the Pension Plan. This plan will be a defined contribution plan. Contributions ~~to be~~ deposited with a ~~trustee to the~~ credit ~~of~~ individual pension account under the 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 Board
- c) Vacation; or
- d) **Jury** Duty, bereavement leave, maternity leave, apprenticeship leave or other leave authorized by the Company.

The ~~member~~ will contribute the sum of \$70.00 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:

Company	\$160.00
Employee	<u>\$ 80.00</u>

Upon early retirement and up to age 65, employee shall receive the benefits of **the Drug Plan**, Life Insurance and the Extended Health care Plan 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.

ARTICLE XVIII - PAID EDUCATIONAL LEAVE

Effective October 7, 1998 three (.03) cents per regular hour worked for each employee shall be paid to the Union Office in order to pay for Educational needs of the members.

METRIC TOOLS:

When tradesmen' tools *must* be in metric measurement, the Company shall supply metric tools as per the standard tools presently supplied.

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.

It is understood that both languages' French


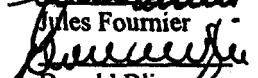

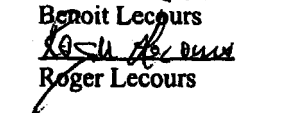
and English will be covered under a single book. The Union will assume responsibility to make the necessary changes into the Agreement.

RET TO WORK PROGRAM

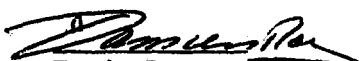
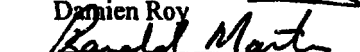


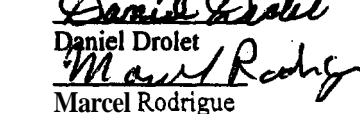
A Local Union-Management Joint Committee will meet in order to finalize the details and endorse this Agreement to show the commitment of all parties.

SIGNED AT CALSTOCK, ONTARIO THIS 16th
DAY OF JUNE, 1999.

For The Company:


Jules Fournier

Donald Blier

Benoit Lecours

Roger Lecours

For The Union:


Damien Roy

Ronald Martin

Isaac Moore

Daniel Drolet

Marcel Rodrigue

LECOURS LUMBER COMPANY LIMITED**SCHEDULE "A"****1. RE: ARTICLE 3.01(A)**

The Company, recognizes the Union **as** the sole Collective Bargaining Agency for all of its employees, working at and out of its Sawmill and Planing Mill Operations at Calstock, Ontario, save and except foremen, persons above the **rank** of foreman and office and sales staff. It is understood and agreed that the recognition and jurisdiction in this Collective Agreement do not cover any person involved in the **Company's** hauling and/or bush operations except those garage employees who may work on equipment associated with the hauling and/or bush operations. "Employed" **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 an 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.

2. RE: ARTICLE 3.01(B)

The employees of contractors engaged by the Company at and out of **this** Sawmill, Planing Mill and Garage 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 of 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 adjustment ~~to~~ the number of people.

3: RE: ARTICLE 5.02(B)

Nothing herein shall be construed as to interfere with the rights of the members of the Constance Lake Indian Band, nor relieve the Company of its obligation under the terms of the existing lease between the Department of Indian Affairs and the Company namely "that the lessee (the Company) shall give preference to and whenever possible employ members of the Constance Lake Indian Band, who are capable and have the required skills to carry out such employment."

4. ARTICLE 6.02

The words "at least ten (10) days in advance of such time off requested" also mean "at least ten (10) days in advance of a scheduled vacation shutdown".

5. ARTICLES 12.01(B) AND 12.01(C)

12.01(b) Employees upon minimum written advance notice of **two** (2) weeks by the employee are **to** be granted such leave of absence as is required to **carry** out trapping in order **to** maintain their trap line rights. These employees will, upon **return** from such leave of absence, be permitted to resume work on the job classification they last held prior to leaving or an equivalent position. It is agreed that for the purposes of this section, the Company may demand **bonafide** proof of trap lines' rights as a condition to the granting of such leave of absence.

12.01(c) Upon the mutual consent **of** an employee and the Company, an employee may transfer out of the bargaining unit **to** be employed on the Company's winter haul or related activities. Upon return from such leave of absence, the employee will be permitted **to** resume work **on** the job classification, he last held prior to leaving. It is understood that **an** employee accumulates seniority during such a leave of absence.

6. RE: WATCHMEN

Regardless of the provisions 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 (1 ½) the regular hourly rate being paid after forty-four **(44)** hours per week.

Watchmen are entitled to apply on any job posting after having work three (3) years as watchman.

7. RE: ARTICLE 10.02

- a) Transportation facilities for sick or injured employees refers ~~to~~ transportation from the work site.
- b) First aid person during working hours refers to plant working hours.

8. RE: ARTICLE 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.**

9. RE: ARTICLE XV - HEALTH AND WELFARE

The terms "while actively employed" mean "**so long as an** employee retains his status of employee with the Company and he is not laid **off** or terminated (ie. quits or discharged and not reinstated)".

10. RE: ARTICLE XII - SENIORITY

For shutdowns not exceeding **two (2)** weeks, employees of each plant (Planers and Sawmill) will **not** be allowed

to use their seniority status to displace employees of the other plants.

11. RE: SCHEDULING ON SATURDAYS

The Company **and** the Union agree **to** meet **and** discuss the possibility of establishing **a** new schedule for the operation of **the Dry** Kiln. Such, schedules may provide upon mutual consent, for scheduling of **Carry Lift** Operator, **Dry** Kiln Operator and a Mechanic, to work Saturdays at premium time rate **and** on rotation amongst the employees affected every week.

12. RE: LOGS AND SAWDUST TRUCK

Licenses are required to drive on Company property.

SCHEDULE 'B'
WAGE SCHEDULE AND CLASSIFICATIONS

<u>SAWMILL</u>	<u>EFFECTIVE</u> <u>SEPT.1/98</u>	<u>EFFECTIVE</u> <u>SEPT.1/99</u>	<u>EFFECTIVE</u> <u>SEPT.1/2000</u>
Barko Operator (+ 1 hour)	\$ 20.02	\$ 20.52	\$ 21.14
Chipcar Attendant	\$ 18.27	\$ 18.73	\$ 19.29
Chipper Operator (+ 1 hour)	\$ 18.96	\$ 19.43	\$ 20.01
Chipper Operator (when grinding knives) (+ 1 hour)	\$ 19.32	\$ 19.80	\$ 20.39
Canter Line Feeder (+ 1 hour)	\$ 19.35	\$ 19.83	\$ 20.42
Crane in Yard	\$ 19.97	\$ 20.47	\$ 21.08
Debarker Slasher Operator (+ 1 hour)	\$ 19.27	\$ 19.75	\$ 20.34
Edger Operator	\$ 19.11	\$ 19.59	\$ 20.18
Horizontal Band Saw Feeder (+ 1 hour)	\$ 19.30	\$ 19.78	\$ 20.37
Twin Band Sawyer (+ 1 hour)	\$ 19.35	\$ 19.83	\$ 20.42
Morbark Operator	\$ 18.72	\$ 19.19	\$ 19.77
Lumber Return	\$ 18.42	\$ 18.88	\$ 19.45
Trimmer Operator	\$ 18.96	\$ 19.43	\$ 20.01

SAWMILL (cont'd)

	<u>EFFECTIVE</u> <u>SEPT.1/98</u>	<u>EFFECTIVE</u> <u>SEPT.1/99</u>	<u>EFFECTIVE</u> <u>SEPT.1/2000</u>
Millwright Helper	\$ 18.79	\$ 19.26	\$ 19.84
Millwright IV	\$ 19.35	\$ 19.83	\$ 20.42
Millwright III	\$ 19.65	\$ 20.14	\$ 20.74
Millwright II	\$ 20.13	\$ 20.63	\$ 21.25
Millwright I	\$ 20.79	\$ 21.31	\$ 21.95
Millwright A	\$ 21.38	\$ 21.91	\$ 22.57
Millwright Lead (+ 1 hour)	\$ 21.75	\$ 22.29	\$ 22.96
Pettibone Operator	\$ 19.35	\$ 19.83	\$ 20.42
Or 966 Operator	\$ 19.11	\$ 19.59	\$ 20.18
Pond	\$ 18.43	\$ 18.89	\$ 19.46
Sawdust Truck	\$ 18.52	\$ 18.98	\$ 19.55
Sawmill Cleaner	\$ 18.27	\$ 18.73	\$ 19.29
Spareman	\$ 19.17	\$ 19.65	\$ 20.24
Lumber Bay Attendant	\$ 18.42	\$ 18.88	\$ 19.45
Lumber Stackers	\$ 18.88	\$ 19.35	\$ 19.93
Lumber Stickers	\$ 18.27	\$ 18.73	\$ 19.29

PLANER

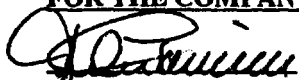
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		Dec. 20/98	
Automatic Stacker & Car Man	\$ 18.57	\$ 19.03	\$ 19.60
B.H. Car Strapping & Spare.	\$ 18.57	\$ 19.03	\$ 19.60
Carry Lift Operator	\$ 19.35	\$ 19.83	\$ 20.42
Clark Operator	\$ 18.42	\$ 18.88	\$ 19.45
Dressed Lumber Grader & Stamper (licensed)	\$ 19.96 \$20.12	\$ 20.62	\$ 21.24
Lumber Press Operator	\$ 18.42	\$ 18.88	\$ 19.45
SR1 <u>Lumber Unloader</u> BR	\$ 18.27	\$ 18.73	\$ 19.29 BR
Millwright IV	\$ 19.35	\$ 19.83	\$ 20.42
Millwright III	\$ 19.65	\$ 20.14	\$ 20.74
Millwright II	\$ 20.13	\$ 20.63	\$ 21.25
Millwright I	\$ 20.79	\$ 21.31	\$ 21.95
SR2 Millwright A	\$ 21.38	\$ 21.91	\$ 22.57
Planer Feeder	\$ 18.57	\$ 19.03	\$ 19.60
Stickers	\$ 18.27	\$ 18.73	\$ 19.29

<u>PLANER</u>	<u>EFFECTIVE</u> <u>SEPT.1/98</u>	<u>EFFECTIVE</u> <u>SEPT.1/99</u>	<u>EFFECTIVE</u> <u>SEPT.1/2000</u>
Dry Kiln Attendant	\$ 18.27	\$ 18.73	\$ 19.29
Bundling, Strapping and Lumber Deck	\$ 18.27	\$ 18.73	\$ 19.29
Spareman	\$ 18.96	\$ 19.43	\$ 20.01
 <u>WELDER</u>			
Welder Helper "Class A"	\$ 18.79	\$ 19.26	\$ 19.84
Welder II	\$ 19.35	\$ 19.83	\$ 20.42
Welder I	\$ 20.34	\$ 20.85	\$ 21.48
Welder "Class A"	\$ 21.38	\$ 21.91	\$ 22.57
 <u>OTHERS</u>			
Filer "A"	\$ 22.61	\$ 23.18	\$ 23.88
Filer "B"	\$ 21.87	\$ 22.42	\$ 23.09
Filer Apprentice (First 3 months of Employment)	\$ 18.27	\$ 18.73	\$ 19.29

	<u>EFFECTIVE</u> <u>SEPT.1/98</u>	<u>EFFECTIVE</u> <u>SEPT.1/99</u>	<u>EFFECTIVE</u> <u>SEPT.1/2000</u>
SR3 Lead Electrician	\$ 24.30	\$ 24.91	\$ 25.66
Electrician "A" (Licensed)	\$ 24.18	\$ 24.78	\$ 25.52
Electrician "B"	\$ 20.79	\$ 21.31	\$ 21.95
Night Watchman	\$ 18.27	\$ 18.73	\$ 19.29
Yard Attendant	\$ 18.57	\$ 19.03	\$ 19.60
Bus Operator (1 ½ hour per day Time and one-half)	\$ 19.57	\$ 20.06	\$ 20.66

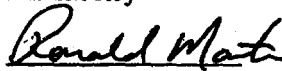
SIGNED IN CALSTOCK, ONTARIO
THIS 16th DAY OF June, 1999.

FOR THE COMPANY FOR THE UNION

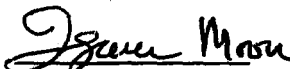

Jiles Fournier

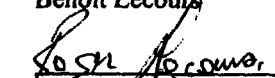

Damien Roy


Donald Blier


Ronald Martin


Benoit Lecours


Isaac Moore


Roger Lecours


Daniel Drolet


Marcel Rodrigue

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, 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 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 forty (40) hours per week. For purposes of calculation, the Canada Manpower at home allowance shall be used.

6. **Providing a journeyman** 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 March, an evaluation committee consisting of the 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, with a view of upgrading personnel who qualify.

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

JOB DESCRIPTION FOR WELDERS AND HELPERS

HELPER CLASS "A"

He shall be capable under direction of performing the following:

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

He shall be upgraded prior to or at the end of a one year period to Welder 11. In the event that he fails to display the necessary aptitude for further training,

he may at any time during this period, be placed in other suitable employment.

WELDER II

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

WELDER I

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

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

He must assume responsibility for all work performed by himself or his assistants. Must show initiative in fabrication of equipment following verbal or written instructions.

WELDER CLASS "A"

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

He shall be proficient in both types of welding in all

positions with all metals used on sawmill operations.

He must be able to fabricate ~~from~~ a blueprint, or verbal instructions.

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

He must be in possession of a Welder H.P. Certificate.

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

MECHANICS:

HELPER CLASS "A"

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

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

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

MECHANIC II

He shall ~~be~~ capable under direction of performing all jobs ~~assigned to him~~ in an efficient manner on gasoline and/or diesel powered equipment generally used in

woods operations, It is expected ~~that~~ eligible personnel shall put ~~furth~~er every effort to obtain a Provincial Trade Certificate.

MECHANIC I

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

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

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

MECHANIC CLASS "A"

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

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

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

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

MECHANIC CLASS "A-1"

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

MECHANIC LEAD

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

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

JOB DESCRIPTIONS FOR TRADES AND HELPERS

1. MILLWRIGHT (TRADE)

Millwright Helper:

Works as a trades helper, will be assigned to and take necessary direction from a Millwright II, II, I, or A. A helper must be capable of performing independently wash jobs, greasing and oiling, and must be in the process of accumulating a basic tool kit required for the work he is asked to perform.

Millwright IV:

Shall be qualified to assist and work under the direction and instructions of Millwright III, II, I or A. He will **work alone at times performing assignments in keeping** with his training.

During the course of his year, training must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be exposed to and begin the process of learning techniques required in trouble shooting key production machinery, pipe fitting, basic welding and machining but will not be expected to display a high degree of proficiency in these areas at this point.

Millwright III:

Must be capable of performing the tasks of fittings, aligning, lubricating and able to operate all shop tools

and machines.

Must under direction become proficient in basic welding and pipe fitting as well as dismantling and reassembly of plant equipment.

Under direction, will continue to develop skills in trouble shooting all plant equipment and improve his skills at machining part and be exposed to basic principles of hydraulics and pneumatic.

He may work alone frequently, but occasionally will require direction and instructions from Millwright II, I or A.

Millwright 11:

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

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

Millwright I:

Must be capable without direction of performing all practices under Millwright II, III, IV. Must under direction 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 I, II, III and IV. Must take full responsibility for work done by himself or his assistant.

Must be in possession of a Millwright Certificate or a Machinist Certificate or Welder H.P. Certificate.

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

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

and

I.W.A. CANADA LOCAL 2995

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.

SIGNED IN CALSTOCK, ONTARIO

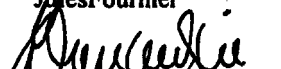
THIS 16th DAY OF JUNE, 1999.

FOR THE COMPANYFOR THE UNION



Jules Fournier



Damien Roy



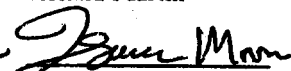
Donald Blier



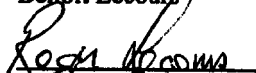
Ronald Martin




Benoit Lecours



Isaac Moore



Roger Lecours



Daniel Drolet



Marcel Rodrigue

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

and

I.W.A. CANADA LOCAL 2995

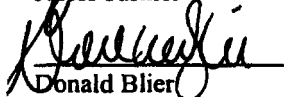
IT IS **UNDERSTOOD** that the job classification of Barko Operator, Canterline Feeder and Twin Band Sawyer shall be posted for the purpose of training.

- 1) The applicant(s) will be selected on the basis of seniority.
- 2) The successful applicant may be trained on an irregular basis but it shall be done as soon as possible.
- 3) The successful applicant ~~must~~ demonstrate reasonable skill, efficiency and ability at an early stage in his training.
- 4) It is further understood that the successful trainee(s) will be given preference to bid on these classifications whenever there is a vacancy, but the successful trainee(s) may be required to fill any vacancy for the classification within a period of one year in order to allow the Company sufficient time to train other employees for that classification.

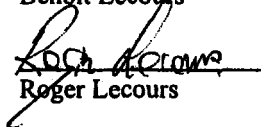
SIGNED IN CALSTOCK, ONTARIO
THIS 16th DAY OF JUNE, 1999.

FOR THE COMPANY


Jules Fournier

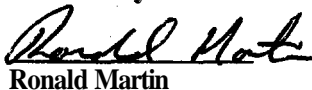

Donald Blier

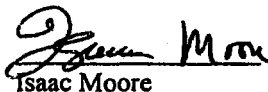

Benoit Lecours

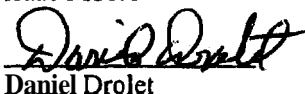

Roger Lecours


FOR THE UNION


Damien Roy


Ronald Martin


Isaac Moore


Daniel Drolet


Marcel Rodrigue

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

and

I.W.A. CANADA LOCAL 2995

RE: TRAY DECK OPERATOR

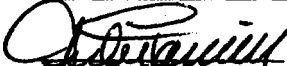
It is agreed and understood that as long as a grader is used in the rotation of graders at the big planer, the position of Tray-Deck Operator will not be posted.

SIGNED IN CALSTOCK, ONTARIO

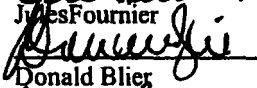
THIS 16th DAY OF June, 1999.

FOR THE COMPANY

FOR THE UNION



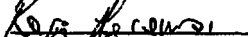
Jules Fournier



Donald Blier



Benoit Lecours



Roger Lecours



Damien Roy



Ronald Martin



Isaac Moore



Daniel Drolet



Marcel Rodrigue

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

and

I.W.A. CANADA LOCAL 2995

RE: LOADING OF CHIPS AND BY-PRODUCTS

It is agreed and understood that the Company will institute an additional job classification of loader operator, for the purpose of loading chips, sawdust and bark and any other functions related to loader operator.

All loading will be done by regular employees only. Furthermore, **Loader Operators** will complete loading **the trucks** before lunch or coffee breaks.

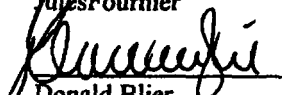
It is finally agreed and understood that truck drivers will not load themselves during weekends.

SIGNED IN CALSTOCK, ONTARIO
THIS 12th DAY OF JUNE, 1999.

FOR THE COMPANY FOR THE UNION

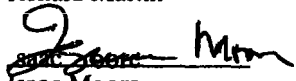

Jules Fournier

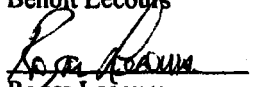

Damien Roy


Donald Blier


Ronald Martin


Benoit Lecours


Isaac Moore


Roger Lecours


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Marcel Rodrigue

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

and

I.W.A. CANADA LOCAL 2995

It is understood that the job classification of Crane in yard shall be posted for the purpose of training.

- 1) The applicant will be selected in accordance of Article XII.
- 2) The applicant will be required to possess or obtain a valid Class A Ontario truck driver licence prior to **Crane** training.
- 3) The successful applicant will be trained on an irregular basis.
- 4) The successful applicant must demonstrate reasonable skill, efficiency and ability at an early stage in his training.
- 5) It is understood that the successful trainee will be required to pass the theoretical and practical provincial test in view of obtaining his license.
- 6) It is further understood that the successful trainee will be given preference to bid on the job classification of Crane in yard, whenever there is a vacancy, but the

successful trainee may be required to fill a vacancy for the above classification within a period of two (2) years in order to allow the Company sufficient time to train another employee for that classification.

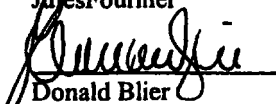
7) It is understood that according to the established practice, only one Crane Operator in yard will be covered under the Sawmill Agreement.

SIGNED IN CALSTOCK, ONTARIO
THIS 16th DAY OF JUNE, 1999.

FOR THE COMPANY FOR THE UNION

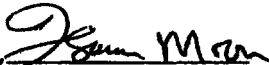

Jules Fournier

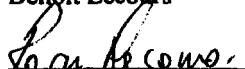

Damien Roy

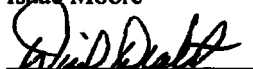

Donald Blier


Ronald Martin


Benoit Lecours


Isaac Moore


Roger Lecours


Daniel Drolet


Marcel Rodrigue

LETTER OF UNDERSTANDING

between

LECOURS LUMBER COMPANY LIMITED

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:

	<u>2) Hrs of work</u>	<u>Worked</u>	<u>Paid</u>	Schedule
Friday	8	8		7:00 a.m to 3:30 p.m.
Saturday	12	14		7:00 a.m. to 7:30 p.m.
Sunday	12	18		7:00 a.m. to 7:30 p.m.
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.

Hours **worked** in excess of twelve (**12**) on sundays will be paid at the rate of double time.

4) **Vacation:**

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

5) **Holidays:**

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

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

If a **statutory** holiday falls on a Saturday or Sunday, it shall be observed on that day.

If a **statutory** holiday falls on a Monday or any other day during the week, it shall be observed on the following Friday.

6) The three **(3)** days worked on a the weekend 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.

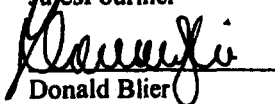
SIGNED IN CALSTOCK, ONTARIO

THIS 16th DAY OF JUNE, 1999.FOR THE COMPANY FOR THE UNION

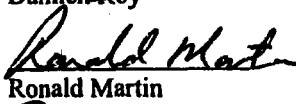
Jules Fournier



Damien Roy



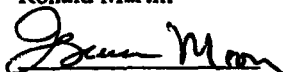
Donald Blier



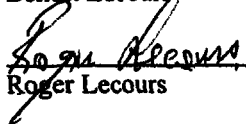
Ronald Martin



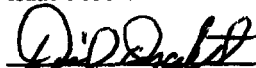
Benoit Lecours



Isaac Moore



Roger Lecours



Daniel Drolet



Marcel Rodrigue

LETTER OF UNDERSTANDING
 between
LECOURS LUMBER COMPANY LIMITED
 and
I.W.A. CANADA LOCAL 2995

Re: Millwrights and Electricians, Mandatory Overtime

It is agreed and understood that millwrights and electricians when on day-shift will be required if **asked to** work overtime on the Saturday of that same week.

It is also agreed and understood that they will have to work at least eight (8) hours if required.

It is further agreed that tradesmen will be required to work during shutdown and vacation, unless mutually agreed between the parties.

SIGNED IN CALSTOCK, ONTARIO
THIS 16th DAY OF JUNE, 1999.

FOR THE COMPANY



 Jules Fournier


 Donald Blier

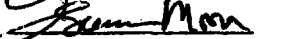

 Benoit Lecours


 Roger Lecours

FOR THE UNION


 Damien Roy


 Ronald Martin


 Isaac Moore


 Daniel Drolet


 Marcel Rodrigue

LETTER OF UNDERSTANDING
between
LECOURS LUMBER COMPANY LIMITED
and
I.W.A. CANADA LOCAL 2995

Re: Lump Sum Amount

The Company agrees to the lump sum amount as follows:

Effective at ratification	\$500.00
Effective March 1 st , 1999	\$500.00
Effective September 1 st , 1999	\$750.00
Effective September 1 st , 2000	\$750.00

These amount shall not be included in the calculation of vacation pay.

Regular employees who are on the payroll as of December 16, 1998 will receive \$500.00, and an additional \$500.00 payable **March 1st, 1999**.

Regular employees **who** are on the payroll **as** of December 16, 1998 and who worked a minimum of 1,000 hours during the **period from** September 1st, 1998 to August 31st, 1999 **shall** receive a **lump sum** of \$750.00. Employees **who worked** less than 1,000 hours shall receive this amount multiplied by the number of hours worked from September 1st, 1998 to August 31st, 1999 and divided by 1,000.

Regular employees who are on the payroll **as** of September 1st, 1999 and **who** worked a minimum of 1,000 hours during the period **from** September 1st, 1999 to August 31st, 2000 shall receive a lump sum of

\$750.00. Employees who worked less than 1,000 hours shall receive this amount multiplied by the number of hours worked from September 1st, 1999 to August 31st, 2000 and divided by 1,000.


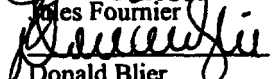

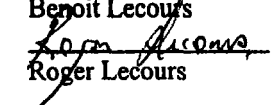
For the **purpose** of calculating the hours worked, the following are also included:

- 1) **Hours** of paid vacation leave
- 2) Paid hours for **statutory** and floating holidays
- 3) Hours lost while employees received benefits under the weekly indemnity plan
- 4) Hours lost while employees received an income replacement benefits from the **Workplace Safety and Insurance Board** unless employee has not been actively at work since September 1st, 1998
- 5) Hours lost while employees were on maternity or parental leave.

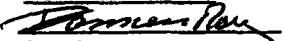

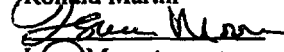


SIGNED IN CALSTOCK, ONTARIO

THIS 16th DAY OF June, 1999.

FOR THE COMPANY


Gilles Fournier

Donald Blier

Benoit Lecours

Roger Lecours

FOR THE UNION


Damien Roy

Ronald Martin

Isaac Moore

Daniel Drolet

Marcel Rodrigue