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1993 - 98
AGREEMENT

between



Avenor

inc.

DRYDEN WOODLANDS OPERATION

and

**COMMUNICATIONS, ENERGY AND
 PAPERWORKERS UNION
 OF CANADA LOCAL 324**

October 1, 1993 to September 30, 1998

1993 - 1998

A G R E E M E N T

between

**AVENOR INC.
Dryden Woodlands Operations**

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

OCTOBER 1, 1993 TO SEPTEMBER 30, 1998

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COLLECTIVE AGREEMENT

between

AVENOR INC.
Dryden Woodlands Operations
(hereinafter referred to as the "Company")

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA
LOCAL **324**
(hereinafter referred to as the "Union")

ARTICLE I- PURPOSE

1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions and living conditions as specified in this agreement, 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 adjustment of all disputes that may arise between the Parties. It is recognized as a duty of the Parties hereto and of all employees to co-operate fully, individually and collectively, for the advancement of the conditions set forth herein.

The use of masculine gender in this Agreement shall be considered also to include the feminine.



ARTICLE II - PERIOD

01 The Collective Agreement will be renewed for a period of three (3) years, October 1, 1993 to September 30, 1996, following which the Agreement will be re-opened for the sole purpose of negotiating general wage increases only for a further two (2) year period from October 1, 1996 to September 30, 1998.

All other provisions of this Collective Agreement taking effect on October 1, 1993 will remain effective up to and including September 30, 1998, and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to October 1st of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party, in writing, as to the changes desired.

ARTICLE III - RECOGNITION-JURISDICTION

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

.01 (b) The employees of contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the terms of this Agreement; save and

except the employees of contractors and/or the contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement with a union or unions affiliated with a central labour body covering such work.

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

3.01 (d) There shall be no change in the method by which contractors maintain their equipment. Mechanical work shall be performed by members of Local 324. This shall not apply to specialized or warranty work.

Specialized work is work that the employees do not have the ability or facility to perform.

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

3.03 It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other union. Questions of jurisdiction shall conform to the regulations covering such matters in

cordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE IV - RATES AND CLASSIFICATIONS

01 The wage schedule is attached hereto and forms a part of this Agreement.

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 on this matter may be referred to Stage 3 of the Grievance Procedure.

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 shall give the Union at least thirty (30) days advance notice in writing.

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

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

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

After agreement is reached such rates shall become part of the attached Wage Schedule.

In the event that the parties do not reach agreement on the rates for the new classifications within 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 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 Classifications.

4.04 The Company agrees that when a rate for a job classification is or becomes part of the attached Wage Schedule the Company will not change the method of payment for such job classification from daywork to piecework or vice versa if such a change adversely affects the average earnings of the employee concerned.

ARTICLE V - UNION MEMBERSHIP

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

5.02(a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union suspending a member, the Company shall be notified by the Union, in writing, of the date of the

suspension and the Company agrees to discharge the employee within seven (7) days of the date of notice of suspension.

.02(b) When hiring new employees the Company will, after complying with Article XII - Seniority, give preference to communication, Energy and Paperworkers Union members who apply and are capable of doing the work required of them. If Union members are not available the Company will hire non-Union persons. The Company agrees to advise the Union from time to time of its labour requirements. The Company shall furnish the Union Steward with a list of new employees arriving in camp each week.

.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, and report to the Steward within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

.02(d) The Company shall put employees on check-off at the time of hire or return to work and deduct the Union's monthly membership dues from monies due him.

.03 Representatives of the Union carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to Company operations. Credentials carried by the Union representative shall consist of a Certificate of Authority signed by the President and Secretary of the Union. Representatives shall present their credentials at the Woodlands Office in Dryden, Ontario, and will be issued Company passes. On arrival at camp the Union representative will report to the Camp Supervisor. Said representatives to be provided board

and lodging, if available, on the Company premises at the prevailing contract rate.

5.04(a) The Union shall furnish the Company with a list of local officers and representatives and shall amend these lists as changes occur.

5.04(b) The Company will furnish a list of supervisory personnel to the Union office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

5.05 The Company agrees for an individual employee who is a member of the Union or becomes a member, to deduct upon his written request, union initiation fees and/or monthly membership dues from monies due him. The deduction authorization shall be transferred from camp to camp during the course of his employment.

5.06 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 where available and amounts by camp. The Company will endeavour to deliver these lists as soon as possible, but no later than the end of the following month.

5.07 The Company agrees to include on each employee's income tax slip (T-4) the amount of Union Dues deducted in the calendar year.

ARTICLE VI -VACATION WITH PAY

.01(a) Vacation Pay shall be paid to each employee by cheque to be issued at the time of termination of employment or, at the employee's option, at the time of lay-off, or when vacation is taken.

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

An employee who has been continuously employed for one (1) year, has the right, and is expected to take his full entitlement to time off, at a time or times satisfactory to himself and his Supervisor.

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

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

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

- (d) 10% of gross earnings for employees who have worked 4,000 days or more but less than 5,400 days.
- (e) 12% of gross earnings for employees who have worked 5,400 days or more but less than 6,500 days.
- (f) 14% of gross earnings for employees who have worked more than 6,500 days.
- (g) Supplementary Vacation with Pay -

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

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

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

ARTICLE VII - HOLIDAYS WITH PAY

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

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

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

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

If an employee has any floating holidays remaining on December 31st, he may elect to take pay in lieu of time off.

12.02(a) An employee, who qualifies under Article XII, Section 12.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and does not leave work sooner than two (2) days before the holiday, and is ready to work on the morning of the second (2nd) day after the holiday, unless his return to work on time is prevented by circumstances beyond his control, shall receive pay for the holiday unless he quits during the thirty (30) day period immediately prior to the holiday.

An employee, who desires to leave prior to the holiday and is ready for work for the second day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at Camp level or a Management level.

7.02(b) If an employee, who qualifies under Section 12.02; and who works any of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave or absence other than as provided in 7.03 when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence, provided he returns to work on time, unless his return to work on time is prevented by circumstances beyond his control.

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

7.02(d) An employee, who qualifies under Section 12.02, who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for the holiday(s) within such 21 day period.

7.02(e) If an employee who qualifies under Section 12.02 is recalled and works any time during the 14 calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.

12.02(f) 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.

12.03 A special leave of absence shall be granted to a qualified employee who must travel a long distance to be home for Christmas, in which event such an employee will receive pay for the holidays provided he returns on time. Any request for such leave of absence must be made to the Camp Foreman no later than December 1st. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.

12.04(a) If qualified, a pieceworker will be paid at the rate of Feller (Tree Length Skidding) for the holiday, and a dayworker shall be paid a day's pay at his or her regular rate for the holiday.

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

12.04(c) A pieceworker who is requested to work on a holiday shall receive his earnings plus one-half day at the Feller (Tree Length Skidding) rate and, if qualified, shall receive in addition one day at the Feller (Tree Length Skidding) rate.

Double time will be paid after eight (8) hours of work on a holiday.

ARTICLE VIII -ADJUSTMENT OF GRIEVANCES

8.01(a) It is the mutual desire of the parties hereto that the complaints of employees be adjusted as quickly as possible. To this end it is agreed that periodic meetings will be held between the Company and the Union to discuss the interpretation and administration of this Agreement.

8.01(b) It is agreed that no grievance shall be processed which usurps the rights of Management.

8.01(c) It is generally understood that an employee has no grievance until he has given his Foreman an opportunity to adjust his complaint. This may be done during working hours.

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

8.02(b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Grievance Committeemen.

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

.04 Grievances as defined above may be taken by the employee, by the Union Steward or the Union representative having jurisdiction directly to the employee's immediate supervisor for adjustment outside of working hours. The grievance shall be presented without undue delay. Any grievance submitted to the foreman, in accordance with this procedure, in writing, will be disposed of by the foreman in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages hereafter. Failing a satisfactory adjustment within forty-eight (48) hours, then,

STAGE 2 - The matter shall be taken up by the Union Grievance Committee and/or the area Vice-president or his designate with the Division Superintendent or his designated representative within ninety-six (96) hours, in writing, on forms to be supplied by the Union. The Division Superintendent shall make a reply in writing within a further ninety-six (96) hours. Failing a satisfactory adjustment, then,

STAGE 3 - The matter shall be taken up by the Executive Officers of the Local Union and/or their designates with the Production Manager, Woodlands Operations, of the Company, or his representative. Failing a settlement within seven (7) days, then,

STAGE 4 - The matter shall be referred to the Resident Manager, Woodlands Operations, of the Company, or his

representative and a Union Committee, accompanied by the Union's President and his National Representative. Failing a settlement within fifteen (15) days, then,

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

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

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

8.07 If the Company has a grievance as defined in Section 8.03 it shall commence at Stage 3 of this Grievance Procedure by the Woods Manager or his representative presenting the matter in writing to the Officers of the Union. Failing satisfactory settlement within seven (7) days, then the matter shall be referred to

settlement within seven (7) days, then the matter shall be referred to the President of the Union or his representative by the Vice-President, Woodlands, of the Company 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.

3.08 In arbitration the Company and the Union shall each select one (1) man: these two shall select a third man who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. This Arbitration Board shall convene and render a decision promptly and such decision shall be final and binding on both parties of this Agreement. In the event of the failure of the two (2) men selected by the respective parties to select a third man as provided above, they shall ask the provincial Minister of Labour to appoint a third man.

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

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

3.10 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 Saturdays, Sundays, Statutory and Legal Holiday⁸ shall not be included in any time limits in this Article of the Agreement.

ARTICLE IX - NO STRIKE - NO LOCKOUT

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

ARTICLE X -WORKING AND LIVING CONDITIONS

10.01 It is agreed that the Company and the 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 each camp to promote safe working conditions and practices. There will be at least two (2) meetings of the Safety Committee each calendar quarter. The position of the Chairman shall alternate between a Company Co-chairman and a Union Co-Chairman. The Chairman of each meeting shall make a report in triplicate - copies going to the Company Office, the Union Office and the Camp Bulletin Board.

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

The Company agrees that *it* will **maintain good** work trails, and will also maintain good and safe transportation activities, and further agrees that there shall be a qualified First Aid man in each camp, such First Aid Man to have proper visible identification.

It is the intention of the Company to maintain its imp access roads in good condition when in use.

1.02 It is agreed that there shall be emergency First Aid kits and 2-way radios at or near work sites and in all vehicles regularly used for the transportation of men,

1.03(a) All camps shall have one tier single beds at least 30 inches in width, spaced at least 38 inches apart. All mattresses shall be either airfoam, plastifoam, or spring filled mattresses. Where these conditions require changes in present camps such changes shall be effected within the term of this Agreement. In construction of new camps, the Company agrees to construct all living quarters into suitable rooms housing not more than two (2) employees per room. In the case of cookery personnel, the Company agrees to provide, in the construction of new camps, suitable living quarters housing not more than one (1) employee per room. Where such cookery staff accommodations are currently available, they shall be so arranged and provided.

The Company agrees to supply two (2) clean sheets and one (1) clean pillow case per week and to supply a bed cover for each bed. Clean bedding will be supplied to employees newly arrived at camp. Bed covers will be changed at least once each month, and blankets as conditions warrant. All beds and bed clothing shall be of a good quality and in a serviceable condition at all times.

10.03(b) It is agreed that the Company will maintain good conditions in respect to cleanliness, sanitation and health. Employees' living and service quarters will be washed and disinfected at least once each week. The Company will continue to provide improved camp facilities, including recreational rooms with a TV set where TV programs are receivable, and will provide separate drying rooms, washrooms, inside toilets, showers and laundry washing and drying machines. During the first year of this agreement, a T.V. Satellite Dish will be installed at all year-round live-in camps. A lockup storage type locker will be provided for each man in his bunkhouse. Separate sanitation facilities will be provided for catering staffs.

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

10.03(c) All bunkhouses will be supplied with water coolers and paper drinking cups, except where drinking fountains are provided in the bunkhouse.

10.03(d) The Company agrees that fly control measures shall be carried out at regular intervals during the summer operating season and camp pest control as required.

10.03(e) Night watchmen shall be employed in all major operating camps during the heating season unless an Underwriter approved fire detection and fire warning system is installed.

10.03(f) All night shift workers shall have separate sleeping quarters apart from other shift workers, where practical and as arranged on a camp basis by majority vote.

AMP FEEDING

0.04(a) Refrigeration will be provided for all perishable food, as required, in all operating camps. All perishable foods shall be handled in a sanitary manner during transportation at all times. Food served to the employees in the camps shall, at all times, be of high quality and of sufficient quantity and shall include, fresh fruits, vegetables and greens.

0.04(b) Butter shall be supplied on the tables at all meals and on coffee tables and shall not be mixed with any substitute. Margarine will be made available to employees on request.

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

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

0.04(e) Suitable heated lunch shacks shall be provided on all mechanical operations. Such shacks to have protective screening during the summer months. The Company will provide each cut and skid crew with a suitable lunch building for year-round use.

0.04(f) There shall be coffee breaks in the morning, afternoon and in the evening; coffee, cakes and lunch to be provided by the Company and served in the cookery. During work hours, coffee breaks shall be on Company time.

10.04(g) The charge for board and lodging shall be One Dollar and Seventy-Five Cents (\$1.75) per calendar day.

10.05(a) It is agreed that present standards of service will be maintained with respect to transportation, medical service laundry, recreation and motion pictures. It is understood that the showing of moving pictures will be discontinued where coloured TV is available. The Company agrees to provide adequate facilities for the transportation of injured or sick employees. Any charge for such services shall not be increased unless mutually agreed to.

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

10.05(c) The Company will provide free insurance coverage against loss by fire of employee's personal belongings and loss by fire or theft of employee-owned power saws to a maximum of Two Thousand Dollars (\$2,000.00). Additional free insurance coverage against loss by fire or theft of tradesmen's tools will be provided to the full value of such tools while on Company property or worksite; and as documented by the tool inventory list maintained on file. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their depreciated value. An employee who causes a fire willfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-owned power saws will be made at camp level between the Company and the Union.

CALING AND SETTLEMENT

- 0.06(a)** Employees shall be paid every second Thursday.
- 0.06(b)** Interim advances will be made only in instances of evident emergency. Should a paid holiday occur on Thursday pay day or Friday, payment will be made on Wednesday of that week.
- 0.06(c)** In instances of authorized extended leave of absence, cash advances will be issued to the extent of the employees' payroll credit.
- 0.06(d)** A Time and Earnings Statement will be provided to each employee for each pay period. This statement will carry complete detail of rates of pay, hours worked, earnings, accrued Vacation Pay credit, and deductions, covering the period. Explanations of payroll codes will be posted in each camp.
- 0.06(e)** Where twenty-four (24) hours notice of termination of employment by the Company or the employee is rendered the Company agrees that every reasonable effort will be made to make a full settlement within twenty-four (24) hours after such termination, Saturdays, Sundays and legal holidays excepted.
- 0.06(f)** The Company will provide each pieceworker with a minimum of one (1) scale per week, and will provide each pieceworker with a scale slip after each scale. Scale slips shall be given to each pieceworker at least forty-eight (48) hours prior to the wood being moved. Scale slips will provide the following information, where applicable: Number of cords or number of pieces (Tree Length), Riding and/or Walking Bonus, Footage of strip or Main Road Cut; and Poor Bush Bonus.

TOOLS AND EQUIPMENT

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

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

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

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

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

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

.09(a) At each operating camp, a separate building will be provided for the storage of power saws. Said building shall contain efficient lockers for storage. In addition, a suitable, separate attached building with work bench, vise and compressed air will be provided for the repair of power saws. No power saws shall be repaired or stored in living and/or service quarters. Each employee shall cooperate in maintaining the building in a clean and safe condition.

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

To subsidize the cost of required apparel such as safety pants, boots, gloves and mitts, the Company will make a one-time annual payment in the amount of \$100.00 to each active employee with a minimum of six (6) months seniority, and payable in December of each year.

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.

.09(c) Lunch boxes and thermos bottles shall be issued on loan, to all employees and shall have been sterilized before issue.

CAMP TRANSPORTATION

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

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

Employees shall have the option of using their own vehicle for transportation. In such cases the employee shall first notify the Company of his intention to do so and shall be paid 20¢ per kilometer.

10.11(b) Scheduled working time lost as a result of such transfers shall be paid for at the regular straight time rates for dayworkers and the Feller (Tree Length Skidding) rate per day for pieceworkers, and normal travel time, outside an employee's scheduled working hours, will be paid for up to a maximum of eight (8) hours at the regular straight time rates for dayworkers and the above rates for pieceworkers.

10.11(c) Each employee required to travel from his/her place of residence to another community will be paid \$25.00 per week.

It is understood that in order to qualify for this payment, the employee must have exercised his bumping rights under Article XII.

It is further understood that such employee will receive this payment for a period not exceeding 6 months.

It is further understood that employees are not required to each drive their own vehicles in order to qualify for travel allowance.

GENERAL

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

10.12(b) The Company agrees that there will be no shacking or batching by employees covered by this Agreement, who are engaged in producing and delivering operations on its limits and/or work sites, unless mutually agreed to by the Union and the Company.

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

10.12(d) All tradesmen and helpers will be supplied with suitable coveralls. Where an employee performs alternate work assisting trades people, the Company will supply the same suitable coveralls, where required.

10.12(e) Tradesmen and helpers assigned to a bus garage, or who are required to provide maintenance or repair services outside the town limits, will receive thirty-five cents (35 cents) an hour premium for all such hours worked.

10.12(f) Where employees are normally scheduled for eight hours per day and when such an employee is required to work more than 4 hours overtime, he will be provided an adequate lunch and arrangements will be made for same.

ARTICLE XI - HOURS OF WORK

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

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

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

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

1.01(b) For the purpose of this Agreement, Sunday, a Paid Holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.

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

1.02(b) The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted. However, it is agreed that on Fridays the night shift may, at the request of the employees or the Company, and by mutual agreement, be scheduled to commence prior to 7:00 p.m. in accordance with the provisions of Section 11.03(b).

1.03(a) A night shift differential of fifty-five cents (55¢) per hour shall be paid in addition to the regular rates for all night shift work.

1.03(b) On other two-shift operations, the first shift shall consist of 8 consecutive hours, mealtime excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of 8 consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of fifty-five cents (55¢) per hour.

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

	Starting Time (between hours of)	Stopping Time (between hours of)	Shift Differential
1st Shift	7 am - 8 am	3 pm - 4 pm	Nil
2nd Shift	3 pm - 4 pm	11 pm - 12 pm	55 cents
3rd Shift	11 pm - 12 pm	7 am - 8 am	65 cents

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

1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least 8 hours between shifts worked.
2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a one-hour period.
3. On all operations which are carried out on a two (2) or three (3) shift basis, all such employees will be scheduled on rotating weekly schedule basis.

03(e) If an employee, who has completed his scheduled work week, is required for work on his day off, such overtime shall be posted on the preceding Thursday. If he is available for the scheduled overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive four hours pay at the applicable overtime rate as specified in Section 035(a) provided he remains available for the four-hour period if so requested by the Company.

03(f) During the period of May to August, two shift classification operations may commence at 6:00 A.M.

03(g) During the fire season, scheduled hours may be altered to provide for early start up when necessitated by fire hazard ratings, as determined by the M.N.R. guidelines.

It is understood the starting time may be advanced up to two (2) hours except where travel time is more than one (1) hour, the maximum advance will be one (1) hour.

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

A pieceworker who will lose more than one (1) hour of work for reason of failure of the Company to supply a skidder shall be paid for all hours lost in excess of the one (1) hour at the rate of \$11.00 per hour, Limber, Tree Length Skidding, provided he reports to the supervisor, remains available and accepts alternate daywork if so requested by the Company.

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

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

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

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 11.03(d) shall not apply providing there is a break of at least eight (8) hours between shifts.

Notwithstanding the provisions above governing payment of four (4) hours, such payment shall not be made for the second and subsequent consecutive days in the event the Company gives notice that no work is available a minimum of eight (8) hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee, he may exercise his seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, he shall be laid off and given eight (8) hours pay in lieu of

10 days notice. If he does exercise his seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight (8) hours pay in lieu of two days notice. In either case may any such employee be permitted to exercise seniority outside the camp unit until the third consecutive day following the day notice is given.

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

Notification and reporting procedures shall be established locally.

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

Double time will be paid after eight (8) hours of work on an employee's designated "sixth day" (Saturday or Monday) and on Sunday.

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

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

1.05(b) Employees in the classifications specified below may be required to work in excess of eight (8) hours per day or shift

and forty (40) hours per week, Monday to Sunday inclusive, and **not** subject to the other provisions of Article XI.

(a) Cook

(b) Cookee

(c) Watchman

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

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

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

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

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

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

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

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

6) When a second shift is scheduled for employees in the above listed classifications they shall be paid a shift differential of 45¢ per hour for each second shift worked.

7) The present standard of service by choreboys and night watchmen shall be maintained.

06 Walking Distance and/or Riding Time shall not be considered as time worked. Walking Distance and Riding Time

shall be paid for as stipulated in the Walking Distance and Riding Time section of the Wage Schedule of this Agreement.

11.07 An employee, who is called out for work ~~after~~ completing his day or ~~shift~~, or more than one (1) hour before the start of 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 straight time. When the call-out for work is within the one (1) hour period prior to the start of his day or shift he will be paid time and one-half from the starting time of the call-out to the scheduled starting time of his day or shift. ~~Where~~ the employee continues to work into his day or shift, the provisions of Section 11.05(a) shall apply after he has completed eight (8) hours work exclusive of the time worked prior to his starting time.

An employee who is called out for work on his "sixth day" (Saturday or Monday) or Sunday, shall be paid at the appropriate overtime rate as set out in 11.05(a), from the starting time of the call-out, but in no case shall he receive less than four (4) hours pay ~~at~~ the rate of time-and-one-half.

11.08 During spring break-up the hauling of wood fiber may commence early on Mondays. Hours to be defined by mutual agreement.

ARTICLE XII - SENIORITY

12.01 The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, lay-offs and recalls ~~after~~ lay-off.

12.02 Employment of any new employee shall be considered as probationary until he has worked thirty (30) days within a six-month period. 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) Seniority will be applied on a Company wide basis for recalls, promotions, transfers from camp to camp and layoffs.

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

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

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

12.03(b) The Company, when filling vacancies, will do so within the bargaining unit in accordance with Article XII.

Notice of impending vacancies will be posted on each camp bulletin board for at least five (5) working days.

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

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

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

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

12.03(c) A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, subpoenaed witness, and/or a leave of absence not exceeding thirty (30) work days, shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 12.03(b) and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp. In the event that a vacancy is not filled from within the camp unit it shall be filled on an area basis. When regular operators are not available, spare operators will fill all temporary vacancies in all third shifts when created for the stump to roadside workforce.

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

12.04 In case of lay-off which is to exceed two (2) working days, the Company will notify, in writing, the men intended to be laid off, at least two (2) working days in advance, with a copy of which said notice to the Union Grievance Committee. The Company will provide two weeks' notice of layoff in the case of shutdowns due to market conditions or plant shutdowns.

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

2.06(a) An employee's seniority shall not be broken by sickness or injury certified by a licensed physician, licensed dentist or licensed chiropractor.

2.06(b) An employee's seniority shall be broken if he quits, if he is discharged and not re-instated, if he fails to report for work following recall as provided in Section 12.05 of this Agreement, if he fails to return from leave of absence on the date specified unless he has been prevented from returning on time by circumstances beyond his control and the Company has been so notified, and if he has been laid off for twelve (12) months or more, with the exception that

continuity of service will extend up to, but not more than twenty-four (24) months if requested in writing by the employee before the elapse of twelve (12) full months or lay-off.

12.07 The Company agrees to submit to the Union an alphabetical list, in duplicate, of employees covered by this Agreement as of April 1st, showing Company seniority dates. The Company will endeavour to have this list sent to the Union by the first of May of each year thereafter.

12.08 A seniority list shall be prepared and posted monthly in each camp showing the seniority dates of each employee with the Company.

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

12.10 An employee who has accrued seniority and is then employed by the Union shall retain such accrued seniority for a period not exceeding one (1) year.

12.11 An employee who is promoted or transferred to a position with the Company outside the bargaining unit shall retain such accrued seniority for a period not exceeding one (1) year,

12 When Jobs are discontinued due to the introduction of new methods and equipment, or due to curtailment of operations, affected employees shall be offered alternate employment in accordance with Section 12.01 to meet the Company's labour requirements, and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company, provided that the jobs they have applied to be trained for are expected to last for a period of three (3) months or more

It is understood this does not apply to seasonal lay-offs.

ARTICLE XIII - BULLETIN BOARDS

01 The Union shall have the right to post notices relating with Union affairs upon the bulletin boards of the Company, such notices to have approval of the Company before such posting. A copy of the notice is to be given to the Camp Supervisor for his records.

ARTICLE XIV - DRUG AND HOSPITAL CARE PLANS

.01 Effective the first of the month following date of notification for each employee on the payroll who has established seniority in accordance with Article XII, the Company will provide appropriate single or family coverage in accordance with Blue Cross Long Term Plan or its equivalent, and Semi-private Hospital Care Plan.

The Company will maintain coverage to employees who are off work due to a Workers Compensation claim or a Short Term Disability claim for up to a period of twelve months.

The Company will continue coverage for a laid off employee to the end of the month in which he was laid off. Coverage will resume on the date the employee returns to work from lay-off.

ARTICLE XV - GROUP LIFE INSURANCE

15.01 The life insurance coverage for an individual employee will be forty-five thousand dollars (\$45,000) fully paid by the Company.

Each participating employee who is actively at work, may elect to be insured for an additional amount of fifteen thousand dollars (\$15,000) of term life insurance. An employee who elects this additional coverage, will be required to contribute \$4.50 per month. The Company agrees to maintain the contribution level until the termination of this Agreement.

ARTICLE XVI -SHORT TERM AND LONG TERM DISABILITY

16.01 SHORT TERM DISABILITY BENEFIT PLAN

The Company will maintain and pay the premium cost of a Short Term Disability Plan. The plan will provide seventy (70) percent of weekly earnings forty (40) hours times an employee's regular rate and pieceworkers, forty (40) times the Feller/Limber hourly rate, up to a maximum of four hundred (\$400.00) weekly, to commence on the first day in case of a non-compensable accident and after three (3) continuous days from the commencement of a disability due to a sickness and Will continue for the period of disability up to a maximum of fifty-WO (52) weeks.

Effective May 1, 1994 the maximum will be increased to four hundred and eighty (\$480.00) dollars weekly.

Effective October 1, 1994, the maximum will be increased to four hundred and ninety-five (\$495.00) dollars weekly.

Effective October 1, 1995, the maximum will be increased to five hundred and ten (\$510.00) dollars weekly.

Effective October 1, 1996, the maximum will be increased to five hundred and twenty-five (\$525.00) dollars weekly.

Effective October 1, 1997, the maximum will be increased to five hundred and forty (\$540.00) dollars weekly.

Effective April 9, 1994, the Company will compensate an employee when a fee is charged by a physician for completion of a medical certificate required to support a claim for benefits pursuant to the Short Term Disability Plan. Such payment shall be to a maximum amount of \$15.00 per certificate and will be initiated upon presentation of a receipt from the attending physician.

6.02 LONG TERM DISABILITY BENEFIT PLAN

The Company will maintain and pay the full cost of a Long Term Disability Benefit Plan providing for benefits of 50% of weekly earnings, payable to age 65 or termination of the disability, whichever occurs first.

Effective July 1, 1991, for all employees actively employed, the Plan will provide for benefits of 55% of weekly earnings, payable to age 65 or termination of the disability, whichever occurs first.

ARTICLE XVII - BEREAVEMENT PAY

17.01 When death occurs to an employee's spouse or children, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers - eight (8) times the Feller-Limber Tree Length Skidding hourly rate) for time lost up to a maximum of five (5) days. The day of the funeral must be one of the five (5) days.

When death occurs to an employee's father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers - eight (8) times the Feller/Limber Tree Length Skidding hourly rate) for time lost up to a maximum of three (3) days. The day of the funeral must be one of the three (3) days.

The intent of this clause is to allow the employee to attend the funeral without loss of earnings. Pay will be granted for the employee's scheduled work days lost during this period.

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

If an employee's family member dies while the employee is on vacation, his vacation shall be extended by the number of days of bereavement leave for which he would have qualified.

ARTICLE XVIII - JURY DUTY/SUBPOENAED WITNESS ALLOWANCE

1.01 In the case of an employee who is called for jury service or as a subpoenaed witness, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate (pieceworkers eight (8) hours based on the Feller-Limber Tree Length Skidding hourly rate) and the payment he received for jury service. The employee will present proof of service and of pay received therefore when making his claim for such allowance.

ARTICLE XIX - DENTAL PLAN

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

ELIGIBILITY

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

PLAN DESIGN

- (a) Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.
- (b) Services and benefits as provided in Blue Cross Rider No.2 (50%).
- (c) Plan to provide coverage for fissure seal treatment.

Maximum \$1,000.00 per calendar year per person.

Effective May 1, 1994, amend the Plan to provide for the application of the 1992 O.D.A. Schedule of Fees.

Effective October 1, 1994, amend the Plan to provide for the application of the 1993 O.D.A. Schedule of Fees.

Effective October 1, 1995, amend the Plan to provide for the application of the 1994 O.D.A. Schedule of Fees.

Effective October 1, 1996, amend the Plan to provide for the application of the 1995 O.D.A. Schedule of Fees.

Effective October 1, 1997, amend the Plan to provide for the application of the 1996 O.D.A. Schedule of Fees.

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 commenced.

3. **ADMINISTRATION**

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

PREMIUMS

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

INTEGRATION

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

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

ARTICLE XX - RETIREMENT INCOME PLAN

The Retirement Income Plan (1985) forms part of this Agreement. A description of the Plan is attached hereto for information purposes. Any questions of administration or interpretation of the Plan will be decided based on the full Plan text.

ARTICLE XXI - VISION CARE PLAN

1.01 The Company will provide a Vision Care Plan which will provide for expenses incurred by an employee and/or the employee's covered dependents when recommended by a physician or optometrist as follows:

Effective May 1, 1994, frames, lenses and the fitting of prescription glasses including contact lenses, up to a total

of \$100.00 per insured family member in any two (2) consecutive calendar years.

Effective October 1, 1996, the benefit amount will be increased to \$125.00.

SIGNED AT DRYDEN, ONTARIO, THIS 27TH DAY OF MARCH,
1994

AVENOR INC.
DrydenWoodlands Operations

Lorne Crawford
Don Maskerine
Frank Wirtz
Roger Barber
Graeme Olson

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

Rene Lindquist
Joe Ruete
Ritchie Mihalick
George Smith
Russell White
Mary Meawasige

WAGE SCHEDULE

October **1, 1993** to September **30, 1996**

I. CLASSIFICATIONS	Oct. 1/93	Oct. 1/94	Oct. 1/96
A.			
Cook	21.25	21.46	21.78
Cooke	19.24	19.43	19.72
Watchman	19.32	19.51	19.80
B.			
Bus Driver	19.60	19.80	20.10
Fellers and Buckers	20.07	20.27	20.57
Handyman	19.92	20.12	20.42
Helper Mechanical Equipment	19.60	19.80	20.10
Labourer, General	19.09	19.28	19.57
Operator, Backhoe	19.60	19.80	20.10
Operator, Tractor, Wheel Skidders	20.07	20.27	20.57
Operator, Bulldozer "A"	21.22	21.43	21.75
Operator, Bulldozer "B"	20.55	20.76	21.07
Operator, Machine Scarificat.	20.55	20.76	21.07
Operator, Forwarder	20.30	20.50	20.81
Operator, Front-End Loader, Drott, Hough	20.30	20.50	20.81
Operator, Crane, with Certificate	21.46	21.67	22.00
Operator, Crane, no Certificate	20.95	21.16	21.48
Operator, Pulpwood Harvester	20.95	21.16	21.48
Operator, Pulpwood Harvester (under training)	20.41	20.61	20.92

operator, Mechanical Piler	20.39	20.59	20.90
operator, Mechanical Slasher	20.30	20.50	20.81
operator, Hydraulic Loader Mounted on Slasher	20.30	20.50	20.81
Operator, Hydraulic loader Mounted on Slasher	20.30	20.50	20.81
lasherman Loader Operator Automatic Slasher	20.81	21.02	21.34
operator, Grapple Skidder	20.22	20.42	20.73
operator, Flail	20.22	20.42	20.73
operator, Feller Buncher	20.47	20.67	20.98
op Loader	19.60	19.80	20.10
Relief Operator	20.18	20.38	20.69
operator Operator	21.02	21.23	21.55
mechanic Class A	23.34	23.57	23.92
mechanic Class B	21.58	21.80	22.13
mechanic Class C	20.59	20.80	21.11
head	23.79	24.03	24.39
helper A	19.71	19.91	20.21
helper B	19.27	19.46	19.75
operator Class A	23.34	23.57	23.92
operator Class B	21.58	21.80	22.18
operator Class C	20.59	20.80	21.11
head	23.79	24.03	24.39
helper A	19.71	19.91	20.21
helper B	19.27	19.46	19.75
truck Driver Hauling Multiple Trailers	20.37	20.57	20.88
truck Driver Tandem Axle Hauling Trailers (in excess of 10 2 in Width)	20.27	20.47	20.78

Truck Driver Hauling Multiple Trailers (in excess of 102' in Width)	20.46	20.66	20.97
Truck Driver, Single Axle	19.60	19.80	20.10
Truck Driver, Tandem Axle	19.96	20.16	20.46
Truck Driver, Trailers and Floats	20.20	20.40	20.71
Power Saw Operator (non-productive)	19.52	19.72	20.02
Tree Planter	20.07	20.27	20.57
Trainee Machine Operator (for newly hired employees)	19.78	19.98	20.28
Applied for Maximum of 15 Shifts Operator, Koehring Feller-Forwarder	20.79	21.00	21.32
Operator, Rogers Delimber	20.79	21.00	21.32

SAWMILL (Contractor)

Operator Debarker	20.22	20.42	20.73
Operator Chipper	19.92	20.12	20.42

C.

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

ILVICULTURAL WAGE SCHEDULE

ree Planter	19.09	19.28	19.57
abourer	19.09	19.28	19.57
rew leader, egular Rate Plus	0.35	0.35	0.35

iecework Rates - Manual Planting**ite Prepared**

are Root Stock	10.5 cents/tree
ubed Seedlings (paper pots)	8.5 cents/tree

ite Unprepared

are Root Stock	11.5 cents/tree
ubed Seedlings (paper pots)	9.5 cents/tree

Employees on the regular seniority listing may elect to work on either the day or piecework wage schedule.)

power Saw Rental

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

Per 8-hour day or shift when felling and limbing	\$11.00
---	---------

Per 8-hour day or shift when bucking at a landing on a skidding operation	\$12.00
---	---------

If he is unable to work the full day or shift for reasons beyond his control, he will be paid one-half ($\frac{1}{2}$) day's rental when he works less than four (4) hours and a full day's rental when he works more than four (4) hours.

E. Handicapped Workers

A special rate may be established by agreement between the Company and the Union for aged and handicapped workers.

II. COMMUTERS

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

1. Commuters are employees who -
 - (a) are resident within reasonable Riding and/or Walking Distance of the area of operations;
 - (b) for whom board and lodging are not made available by the Company.
2. The Company will arrange to provide free transportation from a designated marshalling point or points for each commuting area to the operating areas and return.
3. Time spent by pieceworkers or dayworkers travelling on the vehicle provided from a marshalling point or points to debarkation point or points plus time spent walking from debarkation point or

ints to place of work in excess of one-half hour each way shall be id for on the following basis:

- a) Dayworkers at their regular rate of pay.
- b) Pieceworkers on mechanical cut and skid operations shall be paid at the rate of Feller (Tree Length Skidding).

WALKING DISTANCE AND RIDING TIME

Pieceworkers who walk to work from camp a distance in excess of one and one-half (1½) miles shall be paid on the basis of the Feller (Tree Length Skidding) rate for the time required to walk the excess distance, For the purpose of this Agreement it is agreed that the pieceworker will walk at the rate of three (3) miles per hour.

Where pieceworkers are transported to work from camp, they shall be paid for Riding Time in excess of one-half (½) hour each way at the rate of Feller (Tree Length Skidding).

) Where a dayworker's travelling time from camp to working place is composed of riding and/or walking time he shall be paid for all travelling time in excess of one-half (½) hour each way at his regular rate of pay.

) Where a pieceworker's or a dayworker's travelling time from camp to working place is composed of riding and walking time, he shall be paid the rate of pay as per this Agreement for all combined riding and walking time in excess of one-half (½) hour each way. The walking time based on the rate of one-quarter (¼) of a mile equals five (5) minutes shall be added to the riding time. Travelling time so computed shall be credited not less than once each month.

IV. COOKERY SCHEDULE

14 men or less	1 cook
15 men to 25 men	1 cook, 1 cookee
26 men to 45 men	1 cook, 2 cookees
46 men to 65 men	1 cook, 3 cookees

V. PIECEWORK RATES**CUTTING AND SKIDDING - TREE LENGTH**

(Wheeled Skidders - Rubber Tired)

Rates per tree length piece, butt diameter measure as per the following schedule.

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

SUPPLEMENT TO PIECEWORKERS

A supplement of seventy-three (73¢) cents per hour will be paid to pieceworkers.

MEASUREMENT

Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations. Butt diameter measurement shall be clearly marked on the butt of each tree length by the scaler.

BONUS

No Cutting Bonus in addition to Schedule Rates,

No Poor Bush Bonus to be paid on pulpwood or by-products.

CREW SIZE

The number of employees in each cut and skid crew shall not exceed three (3) at any time.

SKIDDING DISTANCE

Skidding distance shall not exceed 600 feet in any strip or block.

STRIP CUTTING

Every attempt will be made to assign adjoining alternate strips. If these two strips yield less than thirty (30) cords, each crew member will be paid one hour at the Feller (Tree Length Skidding) rate.

The Company will not normally exceed 600 feet when cutting strips. Skidding distance shall not exceed 600 feet in each strip. Exceptions will be dealt with on a local basis.

WALKING AND RIDING TIME

Payment for Walking and Riding Time shall be computed in accordance with Subsection (III) (Walking Distance and Riding Time).

SORTING BONUS

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

If further sorting is required, an additional 1.43% or a total of 4.29% of base earnings will be paid.

SKIDWAY PREPARATION

Company will endeavour to clear skidway sites. Where this is done by the crew at Company request, 7.62% of base earnings will be paid.

**PIECEWORK TREE LENGTH RATES (METRIC)
PRICE PER TREE - PULPWOOD**

SPRUCE - BALSAM - JACK PINE - ROUGH POPLAR

DBT IAM. CM)	<u>SPRUCE/ BALSAM</u>	<u>JACKPINE</u>	<u>ROUGH POPLAR</u>
0	0.551	0.418	
2	0.551	0.418	
4	0.836	0.721	0.521
6	1.095	1.041	0.793
8	1.504	1.463	1.159
0	1.899	1.855	1.453
2	2.335	2.270	1.772
4	2.842	2.736	2.136
6	3.420	3.250	2.494
8	4.033	3.858	2.992
10	4.555	4.311	3.530
12	4.941	4.596	3.900
14	5.290	4.818	4.103
16	6.059	5.371	4.571
18	6.835	5.974	5.097
20	7.729	6.521	5.602
22	8.666	7.105	6.117
24	9.598	7.805	6.672
26	10.853	8.452	7.200
28	12.323	9.114	7.776
30	13.623	9.786	8.342
32	14.766	10.466	8.892
34	15.981	11.143	9.449
36	18.646	11.812	10.033

58	20.293	12.485	10.596
60	21.517	13.159	11.165
62	22.715	13.837	11.746
64	24.103	14.512	12.328
66	25.367	15.216	12.916
68	26.534	15.898	13.561
70	27.676	16.568	14.240
72	28.833	17.252	14.951
74	29.994	17.951	
76	31.153	18.634	
78	32.310	19.313	
80	33.459	19.993	
82	34.604	20.728	
84	35.717		
86	36.852		
88	37.837		
90	38.746		
92	39.651		
94	40.592		
96	41.622		
98	42.603		

I. PIECEWORK RATES
CUTTING AND SKIDDING (FULL TREE)

(Wheeled Skidders - Rubber Tired)

Rates per tree length piece, butt diameter measure as per the following schedule.

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

\$ _____

A supplement of seventy-three (73¢) cents per hour will be paid to pieceworkers.

CREW SIZE

Crew will consist of a maximum of two (2) men.

SKI _____

- (i) Maximum skidding distance 900 feet when skidway placement not adjacent to gravel or brush mat road.
- (ii) Maximum skidding distance 1,200 feet when skidway placement adjacent to gravel or brush mat road.

MEASUREMENT

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

BONUS

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

No poor bush bonus to be paid on pulpwood or by-products.

SORTING BONUS

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

If further sorting is required, an additional 1.43% or a total of 4.29% of base earnings will be paid.

SKIDWAY PREPARATION

Where skidway sites are prepared by the crew, 7.62% of base earnings will be paid.

WALKING AND RIDING TIME

Payment for Walking and Riding Time shall be computed in accordance with subsection (III) Walking Distance and Riding Time.

**CUTTING AND SKIDDING FULL TREE
(WHEELED SKIDDER)
METRIC RATES PER TREE**

JACKPINE - SPRUCE - BALSAM

BUTT DIAM. (CM)	<u>SPRUCE/BALSAM</u>	<u>JACK PINE</u>
12	0.378	0.318
14	0.571	0.540
16	0.821	0.781
18	1.131	1.096
20	1.422	1.393
22	1.753	1.705
24	2.131	2.052
26	2.569	2.435
28	3.028	2.894
30	3.417	3.235
32	3.706	3.446
34	3.969	3.614
36	4.545	4.028
38	5.125	4.480
40	5.793	4.891
42	6.499	5.329
44	7.197	5.853
46	8.138	6.338
48	9.245	6.835
50	10.217	7.340
52	11.073	7.849
54	11.985	8.357
56	13.982	8.859
58	15.217	9.364

60	16.136	9.868
62	17.037	10.379
64	18.073	10.882
66	19.025	11.413
68	19.900	11.923
70	20.755	12.427
72	21.626	12.939
74	22.495	13.464
76	23.367	13.978
78	24.234	14.485
80	25.093	14.993
82	26.105	15.544
84	26.789	
86	27.640	
88	28.376	
90	29.058	
92	29.740	
94	30.444	
96	31.213	
98	31.953	

ITEMS THAT ARE STILL IN EFFECT FROM MEMORANDUM
SUPPLEMENTARY TO THE AGREEMENT SIGNED AT
DRYDEN ON OCTOBER 23, 1963

Between

AVENOR INC.
Dryden Woodlands Operations

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324

A. Certain understandings from the Memorandum of Agreement between the two parties dated 16th March 1959 were renewed as set forth hereunder:

1. Small Crews

It is agreed that where necessary, in the cutting of main roads beyond the normal camp cutting area, temporary small crews of not more than three crews (two men to a crew) may be required to batch. The Company agrees to supply such crews with adequate living quarters and living equipment.

It is agreed that all other small crews will be family units (such units to be grouped in threes or fours) in a good location near suitable water supply. The Company agrees to supply adequate living quarters and living equipment. Groceries will be

summertime, on request, twice per week; delivery free of charge.

2. Cookery Schedule

It is agreed that this schedule may be changed by mutual consent during the term of this Agreement when labour-saving devices or other factors reducing the work are introduced and that the persons eating may be varied 10% plus or minus for short periods.

It is also understood that the cookery staff is in addition to the numbers listed in the Cookery Schedule.

3. Hiring

It is agreed that Union members who apply will be listed. Where a place of contact is given and the applicant states that he will be readily available, the applications will be kept on file providing the applicant reports weekly if requested by the Company.

It is agreed that the words "capable employee" in the hiring clause also are interpreted to mean a "suitable employee". In other words, a capable person is not always a suitable person.

4. Company-wide Grievances

The Company interprets "Company-wide grievance" to mean a grievance that pertains to more than one camp.

5. Seniority

Seniority lists will include employees' addresses where possible.

B. ADDITIONAL UNDERSTANDINGS REACHED:

1. Concerning Transportation of Commuter Employees

- a) Company management made a commitment that transportation by employees' automobiles will not exceed distances that require more than one-half (%) hour of driving time.
- b) It was agreed by the two parties that time allowances from the designated starting point to the work disembarking point would be established by a Company representative and a Union representative and that such time allowance would remain in effect except for alterations mutually agreed to by representatives of the two parties.

**C. ADDITIONAL UNDERSTANDING REACHED DURING
NEGOTIATIONS OF NOVEMBER 30 AND DECEMBER
1, 1964**

1. Concerning Cooks

a) Company management agreed that where a crew being fed by a cook dropped below ten (10) men in number, the cooks wages would be maintained at the cook rate.

Letter of Understanding
Between

AVENOR INC.
(Dryden Woodlands Operations)
And

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

The parties have discussed and agreed to the following terms and conditions:

- 1) The Letter of Understanding re: "Recognition-Jurisdiction" Page 76 is null and void effective immediately and will be deleted from the current Collective Agreement upon its renewal effective October 1, 1993.
- 2) The Company agrees that permanent employees at date of ratification, who are members of Local 324 Communications, Energy and Paperworkers Union of Canada will be protected from further reductions except through normal attrition.

Attrition is defined as death, retirement, voluntary resignation, or discharge for cause.

The above protection is granted to employees who are part of the Dryden and Ear Falls/Red Lake Cutting forces, Ear Falls Contracting - Mechanics and Road Construction.

The Company will endeavour to maintain cutting operations in Ear Falls while protected employees are available. However, it is understood that as openings occur in the Dryden Operation, Ear Falls employees will be expected to transfer to those openings.

An agreed list of protected employees will be compiled and attached to and form part of this Letter of Understanding.

The above does not preclude temporary cessation of operations caused by, market conditions, closure of production facilities, strikes or lock-outs, fire and other "Acts of God".

- 3) Upon renewal of the Collective Agreement (Expiry Date - September 30, 1993) this letter of Understanding will be included and form part of the renewed Collective Agreement and any subsequent renewals thereof and will not be the subject of further negotiations between the parties.

Dated at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

AVENOR INC.
DRYDEN WOODLANDS OPERATIONS

LOCAL 324 - PROTECTED LIST

EMPLOYEE NAME

SENIORITY DATE

20 MAR, 1954
10 NOV, 1955
08 MAY, 1956
28 APR, 1958
20 AUG, 1958
18 SEP, 1958
26 SEP, 1958
19 JAN, 1959
03 AUG, 1961
16 AUG, 1961
17 AUG, 1961
25 MAY, 1963
31 JUL, 1963
19 AUG, 1963
15 NOV, 1963
08 JAN, 1964
24 JAN, 1964
21 JUL, 1964
27 JUL, 1964
31 JUL, 1964
17 AUG, 1964
24 SEP, 1964
28 SEP, 1964
07 OCT, 1964
21 DEC, 1965
05 JAN, 1966

EMPLOYEE NAME**SENIORITY DATE**

10 FEB, 1966
20 JUN, 1966
12 JUL, 1966
18 JUL, 1966
24 JUL, 1967
14 SEP, 1967
06 MAY, 1969
09 SEP, 1969
26 OCT, 1970
26 JUL, 1972
08 AUG, 1972
19 OCT, 1972
08 NOV, 1972
22 NOV, 1972
06 DEC, 1972
12 FEB, 1973
03 APR, 1973
11 JUN, 1973
30 JUL, 1973
11 SEP, 1973
02 OCT, 1973
04 FEB, 1974
15 MAY, 1974
12 AUG, 1974
03 SEP, 1974
06 SEP, 1974
10 SEP, 1974
11 SEP, 1974
13 SEP, 1974
11 OCT, 1974
27 NOV, 1974
24 MAR, 1975
24 MAR, 1975

EMPLOYEE NAMR**SENIORITY DATE**

08 APR, 1975
12 MAY, 1975
13 MAY, 1975
05 AUG, 1975
06 AUG, 1975
10 NOV, 1975
15 JAN, 1976
29 MAR, 1976
06 APR, 1976
10 SEP, 1976
01 NOV, 1976
15 NOV, 1976
09 DEC, 1976
11 JAN, 1977
07 FEB, 1977
07 FEB, 1977
25 MAY, 1977
26 MAY, 1977
21 JUN, 1978
11 JUL, 1978
13 JUL, 1978
08 SEP, 1978
25 SEP, 1978
06 NOV, 1978
07 NOV, 1978
13 DEC, 1978
30 MAR, 1979
16 APR, 1979
14 MAY, 1979
28 MAY, 1979
11 JUN, 1979
31 JUL, 1979
13 NOV, 1979

EMPLOYEE NAME**SENIORITY DATE**

22 FEB, 1990

28 MAY, 1990

INACTIVE EMPLOYEES

16 SEP, 1960

17 AUG, 1961

11 DEC, 1962

09 DEC, 1965

15 DEC, 1969

21 SEP, 1972

16 AUG, 1974

14 MAY, 1980

LETTER OF UNDERSTANDING

BETWEEN

AVENOR INC.

Dryden Woodlands Operations

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

Where a contractor is engaged by the Company on road construction, employees who are hired to perform such jobs for the contractor shall be considered as new employees and shall not establish seniority under the provisions of Article XII of the Agreement. This letter excludes those employees and contractors named in the Letter of Understanding, Re: Departmental Seniority.

The contractor and his employees will work under the provisions of the Collective Agreement and as amended by this letter for such employees, and will establish and maintain their own seniority.

1. Re: Article X - Working and Living Conditions

It is understood that the contractor will be responsible for the fueling of his equipment and for providing transportation to and from the work site in vehicles which provide adequate room and which meet MOT standards.

2. Re: Article XI - Hours of Work

The provisions of 11.04(a) and 11.04(b) will not apply to owner operators when the lack of work is a result of mechanical downtime on the equipment he is operating.

3. Re: Article XII - Seniority
- a) Employees in the mechanical road construction group (Ear Falls Contracting) who have established seniority under the provisions of Article 12 of the agreement shall be permitted to exercise their seniority on road construction jobs in their particular area (Ear Falls Contracting), where work is not available in their normal job classifications or where normal alternate work is not available.
- b) The provisions of Article 12.04 will not apply to road construction workers, when the layoff is a result of mechanical problems on the equipment he is operating.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

LETTER OF UNDERSTANDING

BETWEEN

**AVENOR INC.
Dryden Woodlands Operations**

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

RE: ARTICLE 11.03(d)

The parties agree that when re-scheduling and shift changes are required under conditions as outlined below, the time and one half provision of Article 11.03(d) will not apply.

- (a) Breakdown of mechanical harvesting equipment after the schedule has been posted as per 11.03(d).
- (b) Equipment which has been down for mechanical reasons and which cannot be returned to service as originally scheduled due to reasons beyond the Company's control.
- (c) It is understood that this Letter shall not apply to an employee's "sixth day".
- (d) It is understood that the terms of this Letter will only apply to the operator(s) of the piece of equipment which is down because of (a) or (b) above.

The Company shall provide alternate work and will notify the affected employees at least twelve (12) hours prior to their original shift or the newly scheduled shift, whichever is earlier.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

FOR THE UNION

L. G. Crawford
D. Maskerine

Rene Lindquist
Joe Ruete

LETTER OF UNDERSTANDING

BETWEEN

**AVENOR INC.
Dryden Woodlands Operations**

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

**RE: LOCAL 324 SENIORITY AND DEPARTMENTAL
SENIORITY**

Effective the date of Certification Local 324 employees will be established in one of the following groups:

1. Ear Falls Contracting- Mechanics and Road Construction
2. Ear Falls/Red Lake - Cutting force
3. Dryden - Cutting force
4. Kirouac Contracting - Wood Haul

Kirouac Contracting employees will have their own seniority list and will be protected from bumping from other groups and will have no bumping rights to other groups.

Employees in Mechanical and Road Construction groups will accrue seniority behind all employees presently listed on the Avenor Inc. seniority list. New employees will accrue seniority behind these employees.

Bidding

Job openings in groups 1 to 3 will be posted in all groups and will be filled by the senior qualified bidder.

However, existing employees (date of certification) in each department shall have preference on postings within that department.

Bumping

No bumping between present cutting force and group 1.

New hires can be bumped by any of the groups, subject to Article 12.

Bumping on Layoff

On temporary layoffs, bumping with qualifications will be applied only when operations continue in other districts for more than one week. This would also apply between Ear Falls and Red Lake.

On permanent layoffs bumping into other groups may commence on the first day of layoff, subject to the bumping clause above.

Departmental Seniority

Seniority will be set up and maintained on a departmental basis. One department will be comprised of all employees engaged in the production of forest products (stump to roadside). Other departments, at Ear Falls Contracting, will be comprised of all employees engaged in the construction and maintenance of camp

roads, landings and main roads, scarification and mechanical maintenance and repair.

For the purpose of departmental layoffs, any employee posting to a new department will begin to accrue seniority in that department on the date of his transfer.

Should such an employee be bumped or suffer a layoff he may bump to any position for which he is qualified within his original department, given he has the seniority. Should an employee forfeit his posting after the trial period, he may return to the junior position within his original department.

The provisions of the Collective Agreement will apply to all matters relating to Seniority that are not dealt with specifically by this document on Local 324 Seniority and Departmental Seniority.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

LETTER OF UNDERSTANDING

BETWEEN

AVENOR INC.

Dryden Woodlands Operations

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA LOCAL 324**

In the event the Company decides to introduce new operating methods and equipment in its Dryden Woodlands Operations, which will affect the employment status of its permanent Local 324 employees, the Company will meet with the Union to discuss, consider, and implement the following:

- Freeze on hiring of permanent employees
- Transfers and bumping to other positions
- Retraining of employees
- Special retirement provisions
- Reduction through attrition (death, retirement, voluntary resignation, discharge for cause).

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

LETTER OF UNDERSTANDING

BETWEEN

AVENOR INC.

Dryden Woodlands Operations

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

RE: PIECEWORK OPERATIONS

It is understood that piecework will be implemented on the Cut and Skid Treelength and Full Tree Operations effective May 1, 1983 on the Dryden Operations.

The Company will maintain separate operating areas for daywork and piecework harvesting operations.

Transportation separate from dayworkers will be supplied for pieceworkers.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

ADDENDUM TO THE AGREEMENT

BETWEEN

AVENOR INC.
Dryden Woodlands Operations
(hereinafter referred to as "The Company")

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL **324**
(hereinafter referred to as "The Union")

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

1. Re: Article V - Union Membership
 - a) The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.
 - b) The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them

and remit same to the Union office monthly, accompanied with the list of said employees,

2. Re: Article VI - Vacation With Pay

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

3. Re: Article VII - Holidays With Pay

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

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid.

Employees absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.

- b) The provisions set out in Section 7.02(b), 7.02(c), 7.02(d), 7.02(e), 7.02(f) and 7.03 are not applicable.

Re: Article X - Working and Living Conditions

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

Re: Article XI - Hours of Work - Silviculture

The hours of work for temporary employees hired specifically for the purpose of tree planting will provide for flexible daily hours and weekend work (excluding Sundays). Agreement on starting and stopping times shall be reached on a location by location basis in conjunction with Union and Company representatives. Weekend work will be on a voluntary basis only.

Permanent employees working on the planting shall be governed by all the terms and conditions of the Collective Agreement, including Hours of Work.

Re: Article XII - Seniority

a) The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability in promotions, transfers, lay-off and rehires. Seniority will govern on a camp basis.

- b) Employment of any new employees shall be considered probationary until he has worked thirty (30) days within a six month period.
- c) A separate seniority list shall be established and maintained of the aforesaid employees, which will show the accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- d) An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further thirty (30) day probationary period in accordance with Section 12.02. Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article XII of the Collective Agreement.

7. The provisions set under:

- | | |
|---------------|---|
| Article XIV | - Drug and Hospital Care Plans, |
| Article XV | - Life Insurance, |
| Article XVI | - Short Term and Long Term
Disability Plans, |
| Article XVII | - Bereavement Pay, |
| Article XVIII | - Jury Duty
Allowance/Subpoenaed
Witness Allowance, |
| Article XIX | - Dental Care Plan, |
| Article XX | - Pension Plan, |
| Article XXI | - Vision Care Plan, |
- are not applicable for the aforesaid employees.

Re: Commuters

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

igned at Dryden, Ontario, this 27th day of March, 1994

OR THE COMPANY

. G. Crawford
i. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

March 27, 1994

Dear Sir:

Consistent with the Company's policy to ensure to the utmost extent the safety and physical welfare of employees the Company will, on purchase of new mobile equipment, provide for suitable cabs with climatic controls. This will include the installation of air-conditioning in new buses.

The Company further agrees to continue the work of the joint committee in studying ways and means to generally improve operator comfort on current equipment.

Yours very truly,

Signed: L. G. Crawford
Regional Vice-president
Woodlands Operations
Avenor Inc.

LETTER OF UNDERSTANDING

BETWEEN

**AVENOR INC.
Dryden Woodlands Operations**

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

RE: LICENCES - TRUCK AND BUS DRIVERS

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

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

**LETTER OF UNDERSTANDING
BETWEEN
AVENOR INC.
Dryden Woodlands Operations
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324**

RE: HOURS OF WORK, COOKERY STAFF

Notwithstanding the provisions of the Collective Agreement covering the above [Article 11.05(b)] employees may arrange for time off in lieu of overtime pay on the following conditions:

Time off in lieu of overtime pay shall be solely at the option of the employee.

If time off is taken, it must be taken at a time mutually agreeable to the Company and the employee.

This provision shall apply only to overtime worked Monday to Friday, inclusive, and time off shall be taken in the week in which overtime has been accumulated.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

LETTER OF UNDERSTANDING
BETWEEN
AVENOR INC.
Dryden Woodlands Operations
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324

RE: SHORT TERM DISABILITY BENEFIT PLAN - SECTION 7(a)

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

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

J. G. Crawford
L. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruete

MEMORANDUM OF UNDERSTANDING**BETWEEN****AVENOR INC.**

Dryden Woodlands Operations

AND**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA LOCAL 324****COMMUTERS**

- a) An employee who is not a resident within reasonable riding and/or walking distance of the Ear Falls district commuting operation, who exercises his seniority in accordance with Article XII on this operation, shall receive \$11.00 per day in lieu of being provided board and lodging in a camp for each day that he is available for work as per his scheduled work week (including overtime days). He shall continue to receive the \$11.00 per day allowance for the term of the agreement, or until such time that:
- i) He returns in accordance with the provisions of Article XII, Seniority, to employment in a camp where board and lodging is made available to him.

If an employee who is not a resident within reasonable riding and/or walking distance of the Ear Falls district commuter operation, elects not to fill a job vacancy of equal or greater status in a camp operation, or on a commuter operation of which he is a resident and which he is qualified in

accordance with Article XII to occupy, he will forfeit the \$11.00 per day allowance as per Article a) above of the remaining period he continues to be employed on this commuter operation.

- ii) He has established himself as a resident of that particular commuter operation.
 - iii) He is laid off in accordance with the provisions of Article XII, Seniority.
- b) A new employee who has established seniority in accordance with Article XII and is not a resident when hired to work in the Ear Falls district commuting operations, shall receive \$11.00 per day in lieu of providing board and lodging in camp for each day that he is available for work as per his scheduled work week (including overtime days) up to 100 days or until such time that:
- i) He is employed in accordance with the provisions of Article XII, Seniority, in a camp where board and lodging is made available to him.

If an employee who is not a resident within reasonable riding and/or walking distance of the Ear Falls district commuter operation elects not to fill a job vacancy of equal or greater status in a camp operation, or on a commuter operation of which he is a resident and which he is qualified in accordance with Article XII to occupy, he will forfeit the \$11.00 per day allowance as per a) above for the remaining period he continued to be employed on this commuter operation.

- ii) He has established himself as a resident of that particular commuting area of operations.
- iii) He is laid off in accordance with the provisions of Article XII, Seniority.

Notwithstanding the provisions in b) above, if a new employee is released or laid off prior to establishing seniority, he will be paid \$11.00 per day for each day he was available for work in that period (including overtime days).

- c) An employee from a camp operation or from a commuter operation which he is a resident, exercising his seniority to a job of equal status in accordance with Article XII on a job posting, and by so doing becomes a non-resident at the Ear Falls district commuter operation, will not be eligible for the \$11.00 per day allowance as per a) above.

Signed at Dryden, Ontario, this 27th day of March, 1994

FOR THE COMPANY

L. G. Crawford
D. Maskerine

FOR THE UNION

Rene Lindquist
Joe Ruede

SHORT TERM DISABILITY BENEFIT PLAN

1. DEFINITIONS

In this Plan, unless otherwise specifically provided,

- a) "Accident" is a bodily injury caused by external violent means:
- b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the company and/or insurer, and not otherwise excluded by this Plan. However, if an employee is so disabled as a result of a non-occupational injury or illness, that he is unable to perform his regular duties and the Company is unable to offer him alternative suitable employment he shall be considered disabled for the purposes of 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 Avenor Inc. and COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA.
- d) "Insurer" means the insurance company or carrier appointed by the Company;
- e) "Plan" means the Short Term Disability Benefit Plan;

- f) "Company" means the Avenor Inc.;
- g) "Weekly Earnings" mean, in the case of a day or shift worker, 40 hours x his regular rate; for a pieceworker "Weekly Earnings" mean 40 x the Feller-Limber hourly rate.
- h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. PARTICIPATION

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

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1 g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of \$400, (\$425 July 1, 1991, \$445 October 1, 1991, and \$465 October 1, 1992).

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

4. **ELIGIBILITY FOR PAYMENT**

- a)
 - i) Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after three (3) continuous days from the commencement of the disability, or beginning on the first day of hospital confinement as a bed patient, if earlier.
 - 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.

iii) Disputed W.C.B. Claim

If an employee covered by the Short Term Disability Plan suffers a disability for which payment is in dispute with the W.C.B., weekly indemnity payment will be made retroactively if requested by the employee and provided he has been off work for at least one (1) month due to the disability without W.C.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Short Term Disability Plan. If the W.C.B. claim is subsequently established, the employee will then repay the weekly indemnity payment(s) received to the appropriate fund or insurance company.

- b) An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer, and verifies the continuance of disability.
- c) An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.
- d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the

satisfaction of the Company and/or Insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

- e) An employee shall be considered as eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of lay-off and is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.
- f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of:
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii) Disability or loss (1) while the protected person is on or could be 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 Workmen's Compensation or similar legislation, or

iv) Self-destruction or any self-inflicted injury, while sane or insane, or

v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or

vi) Disability for which the employee is not under the treatment of a medical practitioner, or

vii) For a period of disability in excess of four weeks where treatment is rendered solely by a chiropractor. In the case of 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 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 days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- i) An amount of disability benefit will not be payable following the normal retirement date of an employee, or 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 the 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 qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof.
- c) The amount of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.
- d) 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.

6. MISCELLANEOUS PROVISIONS

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

GOVERNMENT DISABILITY PLANS

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

PHYSICAL EXAMINATIONS

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

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

9. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him.
- b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim forms to the insurer as its agent for further processing.
- c) The Company will meet the 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 entitlements to benefits under the Plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. The arbitration board shall have the powers to adjudicate on the merits of the grievance.

LONG TERM DISABILITY BENEFIT PLAN**DEFINITION**

In this plan, unless otherwise specifically provided:

- a) "Disability" shall mean an insured employee who has received fifty two (52) weeks of benefits under the Short Term Disability Plan and who for up to the next ensuing twelve (12) months is unable, because of disease or injury, to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation within the jurisdiction of COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA for which he is reasonably fitted by education, training, or experience.

- b) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Avenor Inc. and COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA;

- c) "Insurer" means the insurance company or carrier appointed by the Company;

- d) "Plan" means the Avenor Inc. Long Term Disability Benefit Plan for Woodlands Employees;

- e) "Weekly Earnings" mean, in the case of a day or shift worker **40** hours x his regular hourly rate; for a pieceworker "Weekly Earnings" mean **40** x the Feller-Limber hourly rate.
- f) "The Company" means Avenor Inc.

2. **PARTICIPATION**

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

3. **AMOUNT OF DISABILITY BENEFITS**

The amount of disability benefits shall be **50%** of an employee's weekly earnings (as defined in Section 1 e)), immediately preceding the date of disability payable until the earlier of recovery, or attainment of age **65**.

4. **ELIGIBILITY FOR PAYMENT**

- a) An employee shall be eligible to receive an amount of disability benefit after **52** weeks of weekly indemnity entitlement for the same disability under the Company's Short Term Disability Benefit Plan.

- b) An employee absent from work and in receipt of an amount of disability benefit, 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) In the event of a lay-off, an employee who is insured under the terms of this plan shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.
- e) An employee making a claim for an amount of disability benefit **after** lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability ~~was~~ accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

- f) Successive periods of disability separated by less than six consecutive months 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) Self-destruction or any self-inflicted injury, while sane or insane, or
 - iii) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, 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.
- h) An amount of disability benefit will not be payable following the early retirement date of any employee,

if early retirement was approved prior to the onset of disability.

- i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- j) An amount of disability benefit under this plan shall not be payable,
 - i) while the employee is on or could be placed on Pregnancy/Maternity Leave, or
 - ii) if an employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the 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.

5. PAYMENT OF BENEFITS

- a) The daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof. Payment of such benefits will be made in accordance with Section 5 b) below.

- b) Disability benefits will be paid monthly in arrears. The monthly benefit is equal to 4.33 times the benefit under Section 3 hereof.

6. MISCELLANEOUS PROVISIONS

- a) An employee absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, 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 to a maximum of 31 days.

7. GOVERNMENT DISABILITY PLANS, INCLUDING WORKMEN'S COMPENSATION

- a) The amount of disability benefit under this plan will be reduced by the amount of primary benefits for which an employee is eligible under the disability benefit provisions of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, including Workmen's Compensation benefits, for the same disability which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pension, Workmen's Compensation Disability Pension, and except for increases in government benefits occurring 12

months or more from the date of the first benefit payment;

- b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans;
- c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually Satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

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

Should the employee so desire he may seek the opinion of a doctor of his choice; should the diagnosis of his doctor not be in agreement with that of the physician designated by the insurer and/or Company, a physician, who is a practicing specialist of the disability in question, satisfactory to the parties, shall render a final and binding opinion.

9. REHABILITATION

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

10. 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 will forward the claim forms to the insurer for adjudication and processing.
- c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or insurer may establish claims control procedures.

RETIREMENT INCOME PLAN (1985)**I. DEFINITIONS**

- a) "Company" means Avenor Inc..
- b) "One Year of Continuous Service" means service on the payroll of the Company totalling 200 work days or more (as specified under Article 6.03 of the Collective Agreement) from the last date of hire.
- c) "Employee" means a person who
 - i) is employed in a full-time regular position including pieceworkers but excluding employees hired under the Silvicultural Addendum;
 - ii) is on the Company's hourly payroll, and
 - iii) is a member of Communications, Energy and Paperworkers Union of Canada Local **324**.
- d) "Member" means an Employee who has fulfilled the eligibility and enrollment requirements of Section 4.
- e) "Member's Account" means all contributions by the Member and the Company on behalf of the Member, plus investment earnings.

- f) "Retirement Plan" means this Plan to provide retirement income benefits for Dryden Woodlands Employees of the Company.
 - g) "Plan Trustee" means the trustee and/or insurance company appointed by the Company to be the administrator of the Plan and custodian of the Plan's assets.
2. The parties of this Agreement agree that there will be no change, suspension or discontinuance of the Retirement Plan for the life of this Agreement, except through mutual agreement by the parties to this Agreement or through government legislation. If, at any time, it shall be necessary or appropriate to make any revisions in the Retirement Plan to obtain or retain any acceptance or approval by tax authorities or to comply with any applicable law, the Company will amend the Plan accordingly to comply.
3. The conditions and provisions of this Retirement plan will be embodied in the text of the Retirement Income Plan for Woodlands Employees.
4. **ELIGIBILITY AND ENROLLMENT**

Each Employee in active service and each Employee who is on authorized leave for vacation, jury duty or bereavement on October 26, 1985, shall join Pari A of the Retirement Plan on that date provided he has completed at least one year of continuous service.

i. **CONTRIBUTIONS**a) Part A - Mandatory

The Company will contribute \$45.00 for each calendar month, to a maximum of \$540.00 in a year, for which the Member receives pay for time worked, or is on short term disability, long term disability, worker's compensation (first 12 months only), vacation, jury duty, bereavement, maternity or is on temporary leave of absence on Union business or off-the-job training. Contributions will commence for the pay period which ends the later of October 26, 1985 or the date the employee becomes a member.

Effective July 1, 1991, the Company contribution will be \$55.00 for each calendar month, to a maximum of \$660.00 in a year.

Effective May 1, 1994, increase contribution to \$65.00 per month.

b) Part B - Voluntaryi) Employee Contributions

A Member may elect to contribute to the Plan, at the rate of \$45.00 for each calendar month, to a maximum of \$540.00 in a year. The deduction will be made only if the Member qualifies for the Company basic contribution under Plan A for the pay period and has sufficient net earnings from the Company during such period from which the deduction may be made.

Once the member begins to contribute, payroll deductions will automatically continue until the member's normal retirement date unless the member files an election to stop contributions. Member contributions may be stopped or started on any January 1st.

Effective July 1, 1991 the employee voluntary contribution will be \$55.00 for each calendar month, to a maximum of \$660.00 in a year.

Effective May 1, 1994, increase contribution to \$65.00 per month.

ii) Company Match

The company will contribute \$45.00 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective July 1, 1991, the Company will contribute \$55.00 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective May 1, 1994, increase contribution to \$65.00 per month.

Company and Member contributions may not be withdrawn from the Plan while the Member is employed with the Company.

3. **RETIREMENT DATES**

- a) Normal Retirement - the Normal Retirement Date is the first day of the month following the member's 65th birthday.
- b) Early Retirement - Early Retirement will be permitted at the election of the member on or after the first day of any month following attainment of age 55.

7. **RETIREMENT BENEFITS**

At retirement, the Member's Account will be used to provide a pension payable monthly for life. The amount of annual

retirement benefit payable to the Member will depend on the value of the Member's Account, the Member's age, the form of payment chosen, and the prevailing interest rates at retirement. Prior to retirement, the Member may elect one of the following forms of pension depending on which one best suits his situation:

- a) Life Only
- b) Life guaranteed 5, 10 and 15 years
- c) Joint and 50% Survivor
- d) Joint and 100% Survivor

Pensions will normally be provided through the purchase of a life annuity from a life insurance company licensed to transact business in Canada.

8. TERMINATION OF EMPLOYMENT

Company contributions are immediately vested in each Member. Thus, when a Member terminates employment the Member remains entitled to the full value of the Member's Account.

The Member's Account is locked in and must be used for the provision of retirement income. Upon termination of employment for reason other than death or retirement, the Member's Account must be transferred from this Plan to one of the following, as elected by the Member:

- a) the pension plan of a subsequent employer, provided that such employer accepts the transfer and agrees to administer it on a "locked-in" basis;
or

- b) a personal "locked-in" registered retirement savings plan.

"Locked-in" means that the funds and interest earnings thereon must eventually be used to purchase a pension, payable for life, from a life insurance company.

As an exception, the Member's Account will be paid in a lump sum case settlement if such Member has less than 2 years participation in the Plan at the date of termination.

TRANSFERS IN

A person who becomes an Employee of the Company may elect to make a single lump sum transfer of monies to this Plan from a tax-sheltered pension plan of his prior employer. The amount transferred to this Plan will be administered in accordance with the rule of this Plan.

Such employee will be considered a new hire for purposes of enrollment in the Plan and eligibility for company contributions.

DEATH IN SERVICE

Each Member will be required to designate a beneficiary at enrollment date. If the Member dies while employed by the Company, the Member's Account will be paid in a lump sum to his named beneficiary or, in the absence of a valid beneficiary designation, to his estate.

11. ADMINISTRATION

The Company will be responsible for all aspects of the Plan administration and will pay the cost of administering the Plan. Individual employee statements will be prepared and distributed annually by the Plan Trustee showing the Member's position in the Plan.