

# Collective Agreement

between

Great West Timber

and

Communications, Energy and Paperworkers Union of Canada  
And its local 41-X

Begins:

09/01/1995

Terminates:

08/31/1998

00962 (06)

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# **AGREEMENT**

**BETWEEN**

**GREAT WEST TIMBER LIMITED**  
**(hereinafter referred to as the "Company")**

**and**

**COALITION OF UNIONS AND**  
**LOCAL 41-X**  
**(hereinafter referred to as the "Union")**

**September 1, 1995 to August 31, 1998**

## **ARTICLE I - PURPOSE**

**1.01** The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively, for the advancement of the conditions set forth herein.

~~Use~~ of the masculine gender in this agreement shall be considered also to include the feminine and vice versa.

## **ARTICLE II - PERIOD**

**2.01** The Company and the Union agrees one with the other that they will abide by the Articles of this Agreement from September 1st, 1995 to August 31st, 1998 inclusive, and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, within ninety (90) days prior to September 1st, of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

## **ARTICLE III - RECOGNITION - JURISDICTION**

**3.01** (a) The Company recognizes the Union as the sole collective bargaining agent for all of the employees who are engaged at the Sawmill, Planing Mill, Yards, treating plant, dry kiln plant, and/or worksites of the Company, and any additional plants or mills that may be established in conjunction with the present mills and yard operations. For the purpose of this article, employees shall be all those employed on the

job classifications set out in the Wage Schedule attached to and forming a part of the agreement, including those who are employed on job classifications which may be established and become a part of the wage schedule during the term of the agreement.

- 3.01** (b) The employees of contractors engaged by the Company in the sawmill, planing mill, yards, treating plant, dry kiln plant and/or worksites of the Company, and any additional plants or mills that may be established in conjunction with the present mills and yards operations, shall be considered employees within the terms of this agreement, save and except the employees of the 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.

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

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

## **ARTICLE IV - RATES AND CLASSIFICATIONS**

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

**4.02** It is agreed that adjustments to individual job classifications in the wage schedule shall be limited to instances of gross inequality as between job classifications or significant changes in job content. All requests for adjustments in individual job classifications shall be presented locally. Upon failure to reach agreement, the matter may be referred to Stage III of the Grievance Procedure.

**4.03** For job classifications not listed in the attached wage schedule, the Company shall set estimated or temporary rates of which the Union will be notified in writing at least thirty (30) days in advance. At the request of the Union, the Company agrees to discuss the rates and conditions during the two week interim period prior to commencement of operation. Any such rates will be based on comparison with the prevailing rates for similar and/or related occupations in the attached Wage Schedule. After a thirty (30) day trial period any such rate or rates shall be negotiated with the Local Union and after agreement is reached, shall become a part of the Wage Schedule and attached hereto. Upon failure to reach agreement on the rate or rates, the matter may be referred to Stage III of the Grievance Procedure.

Rates, when established, shall be retroactive to the date of establishment of the new job classification. The thirty (30) day period can be extended by mutual consent of the parties.

## **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.

- (a) The Company is prepared to involve a Union member of the Joint Health and Safety Committee in the design, implementation and carrying out of its orientation program.

- 5.02** (a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union intending to suspend a member, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.
- 5.02** (b) The Company shall, after complying with Article XII - Seniority, advise the Union from time to time of the Company's labour requirements. When hiring additional employees, the Company will give preference to Union members who apply and who are capable of doing the work required of them.
- 5.02** (c) As a condition of employment, all new members must join the union and will sign an application authorizing the Company to deduct initiation fees and all union dues, including general assessments.
- 5.02** (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.
- 5.03** If an individual employee, who is a member of the Union or wishes to become a member, so desires, the Company agrees that it will on his behalf, and upon his written request, pay the regular Union initiation fees and regular monthly membership dues from monies due him.
- 5.04** Remittance of all deductions shall be sent to the Local Union, said remittance to be accompanied by itemized lists, in duplicate, of names and amounts. The Company will deliver these lists not later than the 15th day of the following month.

A copy of the list will be given to the Union Recording Secretary.

**5.05** Representatives carrying proper credentials shall have the right to visit all operations in connection with Union Business as it pertains to this Agreement. Credentials carried by the Union Representatives shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union. Such Representatives to present credentials to a Company official each time the operations are visited.

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

**5.07** 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.

**5.08** A shop steward or union executive will be present at all disciplinary meetings held with the Company and Employees. This is to include any dealing with the white slip system presently in place. In the event that no Steward or Executive is available, the Union will be notified of the occurrence the following day and will be given a copy of the warning slip.

#### **ARTICLE VI - VACATIONS WITH PAY**

**6.01 (a)** Vacation pay shall be paid to each employee by cheque, to be issued at the time of termination of employment, or at the employees option, at the time of lay-off or when vacation is taken.

**6.01 (b)** An employee who has been continuously employed for one (1) year shall take vacation time off at a time which is satisfactory to the employee and his supervisor.

Each 2% increment of vacation pay credit shall entitle an employee to one week of time off.



**6.01** (c) The confirmed vacation schedule will be posted in the lunch room by May 15 of the vacation year. A vacation requested after May 15 will be issued on a first come first serve basis and will be signed and dated by the Supervisor upon confirmation.

**6.02** Effective date of ratification vacation pay credits shall be on the following basis

(a) 4% of **gross** earnings for employees who have worked one (1) year or more

(b) 6% of **gross** earnings for employees who have worked three (3) years or more

(c) 8% of **gross** earnings for employees who have worked eight (8) years or more

(d) 10% of **gross** earnings for employees who have worked fifteen (15) years or more

(e) 12% of **gross** earnings for employees who have worked twenty-one (21) years or more

(f) 2 weeks for one year or more  
3 weeks for three years or more  
4 weeks for eight years or more  
5 weeks for fifteen years or more  
6 weeks for twenty-one years or more

(g) Supplementary vacation with pay:

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

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

**6.03** An employee who has not worked as a result of sickness or injury certified by a licenced physician, dentist,

or chiropractor, and all total days on union business, off the job training, vacations, holidays with pay, **jury** duty, or subpoenaed as a witness by the crown and bereavement leave in any calendar year, and who has established seniority in accordance with section 12.02 of Article XII, shall retain his accumulation of service for his rate of vacation pay for as long as he retains seniority rights with the Company.

## **ARTICLE VII - HOLIDAYS WITH PAY**

**7.01** (a) Employees shall be paid without the performance of work for the following Holidays:

New Year's Day	Thanksgiving Day
Good Friday	Civic Holiday
Victoria Day	Labour Day
Canada Day	Christmas Day
Remembrance Day	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.

**7.01** (b) In addition to recognized holidays listed, employees who have six **(6)** months or more seniority will be granted two (2) floating holidays per calendar year to be taken at a time satisfactory to the employee and his foreman in accordance with the following provisions:

- (1) At least four working days advance notice is to be given to the employee's foreman in writing on forms to be supplied by the Company and shall be subject to the foreman's approval so that the holiday shall not interfere with the efficiency of the department.
- (2) Floating holidays will be granted on a first come first serve basis. However, should an occasion arise when employees requesting the same day at the same time would unduly interfere with

the efficiency of the department, company seniority within that department shall govern.

- (3) Floating holidays must be taken on a day the employee would otherwise be scheduled to work.
- (4) Payment for a floating holiday shall be eight (8) hours at the employee's regular rate of pay, on his last standard day or shift worked prior to the holiday.

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

- 7.02** (a) An employee has established seniority in accordance with Article MI, and who works any of the available work days within the thirty (30) day period prior to the Holiday, and who works his last scheduled shift prior to the Holiday and his first scheduled shift following the Holiday, unless due to circumstances beyond his control he is prevented ~~from~~ working the ~~shifts~~, shall receive pay for the Holiday.
- 7.02** (b) If an employee, who has established seniority in accordance with Article MI, and who worked any of the available work days within the thirty (30) days immediately prior to the Holiday, is on authorized leave of absence when the Holiday occurs, he shall receive Holiday pay for the first Holiday that occurs during his absence, 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 has established seniority in accordance with Article MI, who is obliged to cease work due to a lay-off during the thirty (30) day period immediately prior to the Holidays, shall receive Holiday pay for the Holiday(s) within such thirty (30) day period.

- 7.02** (d) An employee, who has established seniority in accordance with Article MI, who is obliged to cease work due to sickness or accident certified by a licenced practitioner during the twenty-one (21) day period immediately prior to the Holiday, shall receive Holiday pay for the Holiday(s) within such twenty-one (21) day period.
- 7.02** (e) 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.
- 7.02** (f) If an employee who qualified under Section 12.02, is recalled and works anytime during the fourteen (14) day period immediately following the Holiday, he shall receive Holiday pay for the preceding Holiday.

**7.03** An employee required to work on a Holiday listed in Section 7.01, shall be paid for all time worked at one and one-half times his regular rate up to eight (8) hours worked and double time after eight (8) hours, and, if qualified, in addition, shall receive Holiday pay for the Holiday.

#### **ARTICLE VIII - ADJUSTMENT OF GRIEVANCES**

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

**8.02** (a) The Union shall notify the Company in writing, the members of the Union Grievance Committee. Failure to advise the Company of such changes, will not, in any way, affect the authority of the Union Grievance Committee.

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

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

**8.04** Grievances as defined above may be taken by the employee, the Union Steward, or the Union Representative having jurisdiction, directly to the employee's immediate supervisor for adjustment. No grievance shall be recognized unless this procedure is followed. The grievance shall be presented without undue delay. Any grievance submitted to the foreman, in accordance with this procedure, in writing, will be disposed of by the foreman in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. 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 Union Representative with the Mill Superintendent within forty-eight (48) hours in writing, on forms to be supplied by the Union. The Company shall make a reply in writing, within a further forty-eight (48) hours.

**Stage 3-** The matter shall be referred to the Manager of the Company or his representative and the Union committee accompanied by the Union president and their representative. Failing a settlement within seven (7) days then,

**Stage 4-** The Company may, within the following fifteen (15) days refer the matter to Arbitration. The Union may refer the matter to Arbitration within five (5) days after the first general membership Union meeting following an answer to a 3rd stage grievance.

**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 becomes effective. Where such an

employee's grievance is not processed from the first stage before he leaves the Mills or Yard, 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 Mill Superintendent or his representative presenting the matter in writing, to the Officers of the Union. Failing satisfactory settlement within seven (7) days, then the matter shall be referred to the President of the Union or his representative by the General Manager 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.

**8.08** In arbitration, the Company and the Union shall each select one (1) man; these two shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. This Arbitration Board shall convene and render a decision within fifteen (15) days. Such decision shall be final and binding on both parties to this Agreement. In the event of a failure of the two (2) men selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party.

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

**8.09** It is understood that the function of the Arbitration Board shall be to interpret 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.

**8.10** Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of **Labour** and shall share equally in the fees and expenses of the third member of the Board.

**8.11** Saturdays, Sundays and Holidays shall not be included in any time limits in this Article of the Agreement.

**8.12** It is understood any time limits referred to within the Article may be extended by mutual agreement.

## **ARTICLE IX - NO STRIKE - NO LOCKOUT**

**9.01** It is agreed that all disputes shall be settled in accordance with the procedure set forth in Article VIII of this Agreement and that there shall be no strikes caused, called or supported by the Union or its members, no lock-outs by the Company during the life of this Agreement.

## **ARTICLE X - WORKING CONDITIONS**

**10.01** (a) 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 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 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 there shall be a qualified First Aid Man, such First Aid Man to have proper visible identification.

**10.01** (b) An employee who has been designated by the Union to attend educational courses on Occupational Health and Safety will be paid eight (8) hours per day, at his regular rate of pay, up to five (5) scheduled lost days per year. This clause will apply to one employee per year.

**10.02** It is agreed that there shall be emergency first aid kits at or near work sites.

**10.03** There shall be a coffee break on Company time of 15 minutes at approximately mid-point of each half shift to be controlled by one whistle at the beginning and one whistle at the end of the break

The present scheduled coffee breaks and mealtime will continue, and can only be advanced to a maximum of 15 minutes when due to Mill breakdown.

**10.04** Employees shall be paid every second Thursday and this pay will include all payroll credits up to and including the Thursday of the preceding week.

Payroll cheque stubs and/or payroll sheets shall be provided to all employees showing the rates of pay, days worked, bi-weekly earnings, and deductions. Explanation of payroll codes shall be posted in each department.



Interim advances will be made only in instances of evident emergency.

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, Sundays and ~~Legal~~ holidays excepted.

**10.05** All hand tools and equipment required on the job will be made available to employees. All hand tools and such equipment will be charged to the employee's account at the time of issue. When an operator of equipment is required to do a mechanical repair job, he will be furnished such tools as are required. Full credit will be given for all tools returned. All tools not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment as a condition of employment, unless otherwise specified in this Agreement.

**10.06** The Company agrees to supply on loan, raincoats, oilers, aprons and/or other apparel and/or equipment required, provided, however, this shall not apply to normal personal items.

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

**10.08** Lunch rooms and toilet facilities with hot and cold running water comprising of urinals, toilets, sink, showers, lockers and drinking fountains shall be provided at appropriate locations and maintained in a clean and disinfected condition at all times.

**10.09** The Company agrees that it will provide free insurance coverage against loss by fire of the personal belongings of employees, while on authorized Company property, to a maximum amount of two hundred dollars (\$200.00) per employee.

The Company further agrees that it will provide tradesmen (Machinists, Millwrights, Mechanics, Electricians, Carpenters, Welders, Filers) free insurance coverage against loss by fire, theft or damage of the tools normally required by such tradesmen, to the full value of such tools.

**10.10** A parking lot or lots, to accommodate the parking of the employees' cars while on shift, with sufficient car plug-ins and electricity during cold weather, shall be provided and maintained at the Mill site by the Company.

**10.11** The Company agrees that it will furnish on loan, all safety equipment and personal safety apparel save and except safety boots. The Company further agrees to sell to employees safety boots at Twenty dollars (\$20.00) below invoice price to the Company. Effective date of ratification, the Company agrees to sell to employees safety boots at Thirty dollars (\$30.00) below invoice price. Effective September 1, 1997, the Company agrees to sell to employees safety boots at Forty dollars (\$40.00) below invoice price. The Company also agrees to supply gloves or mitts on a replacement basis to any employee who handles lumber or logs, and one pair per month on a replacement basis to all other employees.

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

The Company will supply mechanics, welders, machinists, millwrights, electricians, and others who perform maintenance or dirty work, suitable coveralls, two pair per week and the company to pay 100% of the laundry cost.

## **ARTICLE XI - HOURS OF WORK**

**11.01 (a)** The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday, inclusive, for all employees unless otherwise specified herein.

It is agreed that day work or shift work employees 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 for such time worked. If an employee requests to be excused from working overtime, permission will not be withheld.

**11.01 (b)** For the purpose of this Agreement, a Saturday or a Sunday shall begin at 7:00 a.m. of that day and end at 7:00 a.m. the day following. A paid Holiday shall begin at 7:00 a.m. the day of the holiday and end at 7:00 a.m. the day following the holiday.

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

**11.02 (b)** The night shift shall consist of eight (8) consecutive hours between the hours of 4:30 p.m. and 2:30 a.m., meal time excepted.

**11.02 (c)** For Sawmill production only on a two (2) shift operation

Dayshift - from 6:45 a.m. to 3:30 p.m.

Afternoon - from 4:30 p.m. to 1:00 a.m.

It is understood that present practice on equipment start-up during cold weather will continue.

**11.02 (d)** Three shift scheduling

1st shift - 7:00 a.m. to 3:00 p.m.

2nd shift - 3:00 p.m. to 11:00 p.m.

3rd shift - 11:00 p.m. to 7:00 a.m.

Maintenance staff will be required to work till one a.m. (1:00 a.m.) on Friday evenings.

On a three shift operation, 1st shift of week will start at 11:00 p.m. on Sunday. Clean-up crew

will be scheduled at straight time on Friday midnight and will consist of up to -3 men at Sawmill and 2 men at Planer.

**11.03 (a)** Effective September 1, 1994 a night shift differential of forty-nine cents (\$.49) per hour, fifty-three cents (\$.53) per hour effective date of ratification, shall be paid in addition to regular rates for all night shift work.

**11.03 (b)** Effective September 1, 1994, on a two shift operation where the starting time of the first shift is 6:45 a.m. or after and the second shift is prior to 7:00 p.m. a shift differential of forty-nine cents (\$.49) per hour, fifty-three cents (\$.53) per hour effective date of ratification, shall be paid in addition to the regular rates for all night shift work.

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

**1st shift**

7:00 a.m. to 3:00 p.m.

NIL

**2nd shift**

3:00 p.m. to 11:00 p.m.

\$.49 effective Sept. 1, 1994

\$.53 effective date of ratification

**3rd shift**

11:00 p.m. to 7:00 a.m.

\$.52 effective Sept. 1, 1994

\$.56 effective date of ratification

**11.03 (d)** The hours of work for all employees shall be scheduled and posted no later than 3:00 p.m. Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period, subject to the following:

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

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

- 11.04 (a)** A day or shift worker who is unable to work his scheduled day or shift for reasons beyond his control, shall be paid for the full day or shift.

To qualify for the above, the employee must stay on the job until told by the Foreman that he may leave and must accept other than his normal work it is offered.

- 11.04 (b)** If, during his scheduled work week, a day or shift worker reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, and if no reasonable effort has been made to notify him not to report, he shall ~~be~~ given an opportunity to do other work for four **(4)** hours or more and the employee will be expected to do such work. However, if no such work is supplied, he **shall** receive four **(4)** hours pay provided he remains available for the four **(4)** hour period if **so** requested by the Company.

**11.05** Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturday or Sunday, and all hours worked by an employee outside his scheduled 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 a Sunday.

When an employee is called out for overtime work, after completing his shift or when called out on his day off, he shall be guaranteed four (4) hours pay at time and one-half if he works less than four (4) hours, and eight (8) hours at time and one-half if he is unable to work the full eight (8) hours.

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

If an employee does not show or reports late after accepting scheduled overtime, he will be placed at the bottom of the list of eligible workers, and will be subject to usual disciplinary procedures.

**11.06** An employee who is required to work four (4) consecutive hours or more after the completion of his regular shift will be supplied with a hot meal to be consumed at first coffee. This does not include employees who have arranged mutual shift changes or who have had sufficient advance notice to supply their own meal.

## **ARTICLE XII - SENIORITY & JOB POSTINGS**

**12.01 (a)** The Company recognizes the principle of seniority. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, lay-offs and recalls after lay-offs. Seniority will be calculated from the date the employee was last hired. Present seniority to be frozen until it matches the contract for vacation entitlements only.

**12.01 (b)** Authorized absence without pay, up to a maxi-

mum of three (3) months may be granted for the following reasons:

1. Legitimate personal reasons
2. Candidacy for public office at the Federal or Provincial Level; such leave may be extended until seven (7) days have elapsed following date of election
3. Duties of an elected Municipal office
4. Education for work related courses and classes that employees may wish to take.

Authorized absence up to a maximum of one (1) year will be granted for Official Union Business.

Employees when granted a leave of absence (other than Union Business) for more than thirty (30) calendar days shall be required to pay the full premiums for all benefit plans for the total time that the leave exceeds thirty (30) days. Any authorized absence pursuant to Section 12.01 (b) will not result in any loss of seniority. Employees off on Union Business leave of absence for more than thirty (30) calendar days shall have benefits maintained by the Company subject to full recovery of premium cost from the Union.

The Company will notify the Local Union in writing of all approved leaves of absence.

**12.01** (c) Union officers off work on Union leave shall have wages paid by the Company as if at work subject to full recovery from the Union. The Union will indemnify the Company for any claim for workers' compensation except during the employees normal working hours when the injury occurs on Company property during such leave.

**12.02** Employment of any new employee shall be considered as probationary until he has worked forty-five (45) days within a six (6) month period.

- 12.03** (a) 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 cases of a temporary change to a lower job classification, the employee shall retain the rate of his previous job classification.
- 12.03** (b) The Company when filling vacancies will do so from within the bargaining unit in accordance with Article XII. Notice of impending vacancies will be posted on the bulletin board for at least five (5) working days.

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

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs, unless they apply in writing within 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). 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 showing the name(s) of successful applicant(s) for all posted vacancies and newly created jobs within one (1) week after the posting closing date.

The Company will supply a list of applicants and will advise the union of successful candidate. Should there be a dispute there will be a meeting to discuss the successful candidate.



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**12.03 (c)** Relief positions will be posted for each classification as required. Such positions will be to fill in for employees who will be absent due to sickness or injury, vacation, bereavement leave, union leave, jury duty, and/or a leave of absence not exceeding thirty (30) working days and shall be filled according to the provisions of Section 12.03 (b) (2nd paragraph) and the job posting will note that it is of a permanent relief position. **An** employee may hold one relief position at one time.

The employee who had occupied the job, upon his return to work after an absence of two (2) years or less shall once again occupy the *job* that he had filled prior to vacating for any of the reasons **set** forth above, provided however, that the job is still in effect and is not filled by a senior employee who for reasons of **notice** of lay-off from his former job has exercised his seniority **on** this particular job. When an employee's absence exceeds two (2) years the position shall be posted as permanent and if the employee should return to work he shall be entitled **to** exercise his **seniority**.

The Company agrees to post for Temporary positions which are not relief but for a **pre-determined** period of time as agreed by the Union 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.

**12.04** **In** cases of lay-off due to a shortage of work, the Company will notify in writing, the men intended to be laid **off**, at least five (5) working days in advance, and the **Union** Grievance Committee will **receive** a list of the men affected, prior to the intended lay-off. **In** cases of promotions, demotions, lay-offs, or discharges, the Union Grievance Committee shall **be** notified in advance.

**12.05** When the approximate time of recall is known at the time of lay-off, when leaving the operation will be informed of such approximate date at that time. But in any case, notice in writing will be sent to an employee at his

given address at least fourteen **(14)** days before he is required to report for work. Employees will be required to acknowledge receipt of such notice and report for work **on** the date specified, unless other arrangements have been made in writing.

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

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

**12.08** An employee who has established seniority in accordance with Section 12.02 of this Article shall retain such seniority for twelve **(12)** months during lay-off. However, for an employee not recalled, the twelve **(12)** month period shall be extended for another twelve **(12)** month period, if requested in writing by the employee affected or by the Union **on** his behalf. An employee who quits of his own accord or is discharged and not reinstated, or fails to report to work following recall, as provided in Section 12.05 of this Article, shall automatically lose all seniority. **An** employee who fails to return from leave of absence **on** the date specified shall lose his seniority, unless his return to work **on** time is prevented by circumstances beyond his control.

**12.09** An employee promoted or transferred to a position with the Company outside the bargaining unit shall continue to accrue seniority for a period not exceeding **thirty (30)** days in any calendar year and will retain the total accrued seniority for a period not exceeding six **(6)** months from the date of promotion or transfer and shall have the right to exercise **his** seniority in accordance with all the provisions of this Article upon proof of Union membership in good standing.

**12.10** 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 on remaining jobs, in accordance with Article XII, to meet the Company's labour requirement and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company.

Where a temporary lay-off of three (3) months or less occurs due to normal fluctuations, employees will be allowed to bump, based on seniority, to those jobs which they have previously performed. Employees with five (5) years seniority or more will retain their rate of pay during the period they are working at a lower rated position. Such employees will assume the rate of the position they are working at after the three (3) month period.

If the lay-off exceeds three (3) months, the employee may bump to a job based on seniority. The employee will have a period of training that is mutually agreed upon to be adequate for the **job** in question.

**12.11** An employee with five (5) or more years of continuous service for whom no job is available **because of** mechanization, technological changes or automation, will upon termination, receive a severance allowance of one (1) week's pay for each year of employment during his last period of continuous services, computed on the basis of forty (40) straight time hours at the employee's regular rate.

It shall be the responsibility of the employee to make application for such severance pay. Any employee refusing a recall shall forfeit his right to severance pay.

Severance pay shall not be paid due to job elimination for such causes as fire, flood, explosion, or "Act of God".

### **ARTICLE XIII - BULLETIN BOARDS**

**13.01** The Company will provide glass enclosed bulletin boards that will be framed and lockable in each department for exclusive union use.

## **ARTICLE XIV - WEEKLY INDEMNITY**

**14.01** The Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan. The Plan will provide seventy (70) per cent of weekly earnings, forty (40) hours times the base general labourer's rate.

If an employee's weekly indemnity benefit is delayed by more than one (1) month, the Company will advance the benefit payments to the employee; except where the delay is a result of tardiness on the part of the employee or his doctor.

### **Disputed W.C.B. Claim**

If an employee covered by the Weekly Indemnity 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 Weekly Indemnity 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.

If an employee's Workers' Compensation claim is delayed by more than one (1) month, the Company will advance W.I. benefit payments to the employee; except where the delay is the result of tardiness on the part of the employee or his doctor.

### **14.02 Long Term Disability**

The Company will maintain and pay the monthly premium cost of the Long Term Disability Plan providing for benefits of 50% of monthly earnings up to a maximum monthly payment of \$1,600.00.

Effective one (1) month following date of ratification, the maximum will increase to \$1,650.00 per month.

Effective September 1, 1997, the maximum will increase to \$1,750.00 per month.

**ARTICLE 15. SURGICAL AND DRUG AND DENTAL SERVICES**

15.01 The Company will contribute the cost of the employee's Cross Drug Plan and Semi-private Hospital care. The cost of the first of month following the date of the employee's last day of work.

**Drug Plan Deductible** - Single - \$100  
- Married - \$200.00

The Company will continue to pay for the cost of the employee's health work due to a Workers' Compensation claim or a Short Term Disability claim. The cost will be continued for a period of up to twelve (12) months.

On the date the Company pays the cost of the employee's health work, the Company will be paid to eligible employees for premiums deducted on the employee's gross pay for any month during which the employee was not at work.

In the event that OHIP premiums are re-instated, the Company will pay these premiums for the duration of this collective agreement.

The cost of medical reports requested by the Company or the Insurance carrier will be paid by the Company to a maximum of \$30.00 per report.

15.01 (b) The Company will implement a vision care program for all full-time employees. The cost of the program will be \$75 every two years for each employee, per family member. The program was implemented on January 1, 1993.

Effective one month after the date of ratification, the Company will increase the vision care plan to eighty-five dollars every two years for prescription eyeglasses frames, contact lenses, and contact lens solutions.

Effective September 1, 1997, the Company will increase the vision care plan to one hundred and twenty-five dollars (\$125.00) every two years for prescription eyeglasses frames, contact lenses, and contact lens solutions, per family member.

Note: Family member is defined as 'spouse' and unmarried dependant children under the age of nineteen (19).

#### **ARTICLE XVI - GROUP LIFE INSURANCE**

**16.01** The Company will provide forty thousand dollars (\$40,000.00) of Life Insurance for each employee while actively employed. Each employee will pay twenty cents (\$.20) per thousand towards the premium costs per month. Effective the first of the month following date of ratification.

#### **ARTICLE XVII - BEREAVEMENT PAY**

**17.01** When death occurs to a member of an employee's immediate family that is, spouse and/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 for time lost up to a maximum of five (5) days. For an employee's father, mother, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee will be granted three (3) days leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate for time lost up to a maximum of three (3) days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. The day of the funeral must be one of the three (3) days. Pay will be granted for the regular scheduled work days lost during this period.

Common-law spouse must be named on a signed document by the employee stating he/she co-habits in a husband and wife commonlaw relationship. When distance prevents the employee from attending the funeral, one day of compassionate leave with pay will be allowed for the purpose of attending a memorial service, within the five (5) day period beginning with the date of death.

Any claims 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.

For purpose of this Article, step-relatives will be considered the same as blood relatives.

### **ARTICLE XVIII - JURY DUTY ALLOWANCE**

**18.01** In the case of an employee who is called for jury service or is subpoenaed as a witness by the Crown, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate 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 CARE PLAN**

**19.01** The Company will provide a dental care plan for all employees, with the following conditions:

**1. Eligibility**

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

**2. Plan Design**

(a) 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%)

Effective on date of ratification.

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

Effective first of month following date of ratification the Company will allow for a one year lag in the ODA 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.

4. Premiums

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

5. Integration

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

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

**ARTICLE XX - PENSION PLAN**

**20.01** Beginning September 1, 1988, the Company will implement a Pension Plan, at no cost to the employees. The Plan based on future service, will pay out twenty (\$20.00) dollars times the number of years of service from the time the Plan first comes into effect i.e. - September 1, 1988, beginning at age 65.

Effective March 1, 1992 the pension benefit will increase to \$40.00 per month times the number of years of future service from March 1, 1992.

Effective September 1, 1993 the pension benefit will increase to \$45.00 per month times the number of years of future service from September 1, 1993.

Effective September 1, 1994 the pension benefit will increase to \$50.00 per month times the number of years of future service from September 1, 1994.



Effective August 31, 1995 the pension benefit will increase to \$55.00 per month times the number of years of future service from August 31, 1995.

Effective November 1, 1996 the pension benefit will increase to \$65.00 per month times the number of years of future service from November 1, 1996.

To qualify, an employee must have one year's service with the Company.

All articles in the collective agreement not being addressed remain the same. All dates in the collective agreement reflect the negotiated changes.

Contract books to be teal in colour with the **same** size booklet, with larger writing throughout.

Company agrees to have contract **books** printed within (90) days after date of ratification.

The Company agrees to supply the Union with five hundred (500) copies of the contract **book**

Company agrees to pay **full** cost of printing books.

Company to provide Union with two **(2)** copies of agreement on diskette (word processor) in an agreed upon format.

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH  
DAY OF SEPTEMBER, 1997.

GREAT WEST TIMBER LIMITED

W. GERICKE

S. MORRILL

R. YORK

R. KRUPA

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 41-X

R. LINDQUIST

N. LAMKE

C. NOVAK

J. DAWSON

J. BOREK

E. WOODGATE

## WAGE SCHEDULE RATES AND CLASSIFICATIONS

SAWMILL	Sept1995	Sept1996	Sept1997
Lead Hand	19.02	19.59	20.18
Operator Mark 1	18.36	18.92	19.48
Sawyer	18.20	18.75	19.31
Operator V6	17.90	18.44	18.99
Operator Canter	17.89	18.43	18.98
Operator 2nd Canter	17.63	18.16	18.71
Log Sort Gate Operator	17.10	17.61	18.14
Operator Barker	17.32	17.84	18.38
Debarker Assistant	17.10	17.61	18.14
Operator Automatic Piler	17.25	17.77	18.30
Operator Double Arbour	17.25	17.77	18.30
Operator Chipper	17.10	17.61	18.14
Edgerman	17.10	17.61	18.14
Trimmerman	17.10	17.61	18.14
Tipple Operator (Lumber Sorter)	17.10	17.61	18.14
Slings	17.10	17.61	18.14
General Labourer	16.79	17.29	17.81
Clean-Up Man	16.79	17.29	17.81

## PLANING MILL

## & DRY KILN

<b>&amp; DRY KILN</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept1997</b>
Operator Planer			
- Lead Hand	19.02	19.59	20.18
Licensed Lumber Grader	18.36	18.92	19.48
Grader Trimmerman	17.13	17.64	18.17
Dry Kiln	17.25	17.77	18.30
Operator Automatic Piler	17.25	17.77	18.30
Operator Strapper	17.10	17.61	18.14
Planer Feeder			
- Tilt Hoist Op.	17.10	17.61	18.14
Tow Motor Operator	17.10	17.61	18.14
Bins	17.10	17.61	18.14

**PLANING MILL****& DRY KILN**

	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept.1997</b>
Operator Resaw			
Planing Mill	16.96	17.47	18.00
Operator Outfeed Man	16.79	17.29	17.81
General Labourer	16.79	17.29	17.81
Clean-Up Man	16.79	17.29	17.81

**SHIPPING**

	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept 1997</b>
Shipper	18.54	19.10	19.67
Strapper Flatcar Loader	16.89	17.40	17.92

**MOBILE EQUIPMENT****OPERATORS**

	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept.1997</b>
Operator Crane (Licensed)	18.50	19.05	19.63
Operator Crane (Unlicensed)	17.90	18.44	18.99
Operator Carry Lift Pettibone	17.53	18.06	18.60
Pettibone Operator Super 20	17.53	18.06	18.60
Cat D-6 Operator	17.53	18.06	18.60
Operator 966	17.53	18.06	18.60
Operator Terex	17.53	18.06	18.60
Operator Cruise Air	17.53	18.06	18.60
Operator Hough	17.53	18.06	18.60
Grader Operator	17.53	18.06	18.60
Operator Slasher	17.53	18.06	18.60
Truck Driver • Single Axle	17.15	17.66	18.19
Operator qualified to operate <b>four</b> <b>(4)</b> or more machines	18.04	18.58	19.13
Operator qualified to operate three (3) machines	17.69	18.22	18.76

**TREATING PLANT •  
BAYWOOD**

**PROCESSING PLANT    Sept1995    Sept1996    Sept1997**

Licensed Lumber Grader	18.36	18.92	19.48
Operator Planer	17.69	18.22	18.76
Treatment Plant Operator	17.69	18.22	18.76
Operator Piler	17.25	17.77	18.30
Trimmerman	17.10	17.61	18.14
General Labourer	16.79	17.29	17.81

**MECHANIC(AUTO)  
& ELECTRICIAN**

**Sept1995    Sept1996    Sept1997**

Lead Hand	21.08	21.72	22.37
Class A-1	20.36	20.97	21.60
Class A	19.68	20.27	20.88
No. 1	19.18	19.75	20.35
No. 2	18.00	18.54	19.10
No. 3	17.22	17.74	18.27
No. 4	16.79	17.29	17.81
Apprentice • 1st Year	16.79	17.29	17.81
• 2nd Year	17.22	17.74	18.27
• 3rd Year	18.00	18.54	19.10
• 4th Year	19.18	19.75	20.35

**MILLWRIGHT**

**Sept1995    Sept1996    Sept.1997**

Lead Hand	21.08	21.72	22.37
Class A	19.68	20.27	20.88
No. 1	19.18	19.75	20.35
No. 2	18.00	18.54	19.10
No. 3	17.22	17.74	18.27
No. 4	16.79	17.29	17.81
Apprentice • 1st Year	16.79	17.29	17.81
• 2nd Year	17.22	17.74	18.27
• 3rd Year	18.00	18.54	19.10
• 4th Year	19.18	19.75	20.35
Millwright Helper	16.79	17.29	17.81

<b>FILER</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept.1997</b>
<b>Lead Hand</b>	21.08	21.72	22.37
Filer (Certified)	19.68	20.27	20.88
Filer	19.47	20.05	20.65
Filer "B"	18.00	18.54	19.10
Filer Assistant	17.26	17.78	18.31
Filer Helper	16.79	17.29	17.81

<b>WELDER</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept1997</b>
Welder Lead	21.08	21.72	22.37
Welder, Class A	19.68	20.27	20.88
<b>No.1</b>	19.18	19.75	20.35
<b>No.2 - Class B</b>	18.00	18.54	19.10
Helper Class A	17.22	17.74	18.27
Welder Helper	16.79	17.29	17.81

<b>CARPENTER</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept1997</b>
Carpenter	19.68	20.27	20.88
Carpenter Helper	16.79	17.29	17.81

<b>MACHINIST</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept1997</b>
Machinist Lead	21.08	21.72	22.37
Machinist	19.68	20.27	20.88

<b>GENERAL</b>	<b>Sept1995</b>	<b>Sept1996</b>	<b>Sept.1997</b>
Operator Powersaw	17.30	17.82	18.36
General Labourer	16.79	17.29	17.81
Watchman	16.79	17.29	17.81

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH  
DAY OF SEPTEMBER, 1997.

GREAT WEST TIMBER LIMITED

W. GERICKE

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COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 41-X

R. LINDQUIST

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J. BOREK

E. WOODGATE

## **TRADE APPRENTICE PROGRAM**

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

If the apprentice is required to live away ~~from~~ home in order to attend a trade school, he will receive the Company pay supplement referred to above, in addition to any increased allowance paid by the government to an apprentice living away from home while attending school.



An apprentice's entitlement to vacation with pay, paid holiday pay, weekly indemnity, funeral and bereavement leave, will not be affected by his attendance at a trade school, nor will his participation in any employee welfare plans in which he is enrolled.

6. Providing a tradesman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such certificate and receive the "Arate immediately following his course of studies and notification that a trade certificate will be issued.
7. If an apprentice is entitled to a reduction in the term of his apprenticeship because of academic achievement, he shall enter his apprenticeship at the proper category as per the job description.

## **JOB DESCRIPTIONS FOR TRADES AND HELPERS**

### **1. Millwright(Trade) MILLWRIGHT HELPER**

~~Works~~ as a trades helper, will be assigned to and take necessary direction from a Millwright **III, II, I or A**.

A helper must be capable of performing independently wash jobs, greasing and oiling, and must be in the process of accumulating a basic tool kit required for the ~~work~~ he is asked to ~~perform~~.

### **MILLWRIGHT IV**

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

During the course of his year, training must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be

exposed to and begin the process of learning techniques required in trouble **shooting key** production machinery, pipefitting, basic welding and machining, but will not be expected to display a high degree of proficiency in these areas at this point.

### MILLWRIGHT III

Must be capable of performing the **tasks** of fitting, aligning, lubricating, and able to operate all shop tools and machines.

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

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

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

### MILLWRIGHT II

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

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

### MILLWRIGHT I

Must be capable, without direction, of performing all practices under Millwright II, III and IV. Must, under direction, become proficient at reading and understanding blueprints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

## **MILLWRIGHT A**

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

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

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

## **MILLWRIGHT LEAD**

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

## **2. Electrician (Trade)**

### **ELECTRICIAN HELPER**

Required to enter into and continue in an apprenticeship program leading to the certified trade of maintenance electrician.

Will obtain practical experience at the plant level by working as an assistant to the electrician as assigned.

Shall, under the direction and supervision of the electrician and supervisors, perform work common to the electrical trade on all types of machines and equipment used in the production of lumber.

### **ELECTRICIAN IV**

Will be enrolled in and have successfully passed exams following his 1st year of apprenticeship in the electrical trade.

Shall, under direction from the electrician or supervisor, obtain practical experience at the plant level allied to the 2nd year theory taught at the provincial school and will be expected to perform work common to the electrical trade on all types of machines and equipment used in the production of lumber.

### ELECTRICIAN III

Must have successfully completed the second year of apprenticeship in the electrical trade.

Under the direction of an Electrician **A**, must be proficient in the installation and maintenance of all electrical equipment in the plant.

Will gain practical experience allied to the third year theory taught in the provincial school.

### ELECTRICIAN II

Must have successfully completed the third year of apprenticeship in the electrical trade.

Will continue to gain practical experience allied to subject material taught in the fourth year of apprenticeship and be responsible for all work performed by himself up to his present level of training.

### ELECTRICIAN I

Will have successfully completed the full course for the trade of Maintenance Electrician and received a certificate of apprenticeship.

### ELECTRICIAN A

Shall be in possession of a Provincial Journeyman Trade certificate and must be proficient in the installation and maintenance of all electrical equipment in the plant and assume responsibility for all work done by himself and his assistants.

**Note:** Providing a journeyman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such certificate and receive the “ A rate immediately following completion of his course of studies.

**General:** Any reference to the requirements for attendance at trade ~~school~~ will not apply to employees hired in the future at the grade of Electrician III and above if they do not have the educational qualifications to permit entry into the apprenticeship plan.

## **ELECTRICIAN LEAD**

An Electrician Lead is appointed as the need arises, must ~~posses~~ the qualifications set out under Electrician "A" and, in addition, shall be capable of leading other electricians.

## **3. Mechanics (Trade) HELPER**

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

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

## **HELPER CLASS "A"**

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

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

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

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

## **MECHANIC II**

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

## MECHANIC I

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

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

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

## MECHANIC CLASS "A"

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

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

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

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

## MECHANIC CLASS "A - 1"

In addition to fulfilling all of the qualifications of a Mechanic Class "A" and being in possession of a provincial Trade Certificate, he shall have had advanced theoretical and practical training in equipment sub-systems or be in possession of both a Motor Vehicle Mechanic Certificate and a Heavy Duty Equipment Mechanic Certificate recognized by the Ministry of Labour of Ontario.

## MECHANIC LEAD

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

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

### **4. Welders (Trade)**

#### HELPER

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

#### HELPER CLASS "A"

He shall be capable, under direction, of performing the following:

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

#### WELDER 1

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

#### WELDER I

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

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

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

#### WELDER CLASS "A"

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

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

He must be able to fabricate from a blueprint.

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

He must ~~be~~ be in possession of the necessary trade certificate.

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

#### WELDER LEAD

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

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

### **5. Filers (Trade)**

#### FILER ASSISTANT

The Filer Assistant would be required to work with and under direction of a Filer as assigned. At the end of one (1) year, he would be upgraded to Filer "B". If he does not display the necessary aptitude for further training, he may be placed in some other suitable employment.



## FILER "B"

The Filer "B" would be required to work under the direction of a Filer as assigned, he would become knowledgeable on keeping sawing machines in good alignment, how to ~~use~~ trade related hand and power tools, etc.

## FILER

~~He~~ shall be capable under direction of performing all jobs related to filing, such as maintenance of band saws, circular saw ~~type~~ and operations of sawmill machinery.

## FILER (CERTIFIED)

~~He~~ shall be capable of performing all work related to good alignment of sawing machines, know how to ~~use~~ trade related hand and power tools, precision measurements and basic metallurgy types and operations of sawmill machinery, filing room, planning and operation, care and application of carbide, high speed steel and stellite. Maintenance of band saws, circular saws, safety rules and regulations.

## FILER LEAD

Filer Lead must ~~possess~~ the qualifications of a Filer and in addition shall be capable of leading other filers.

## TRADESMEN'S TOOLS

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

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

#### **ANNUAL REVIEW OF HELPERS AND TRADESMEN**

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

**GREAT WEST TIMBER LIMITED**  
**ONTARIO WOODWORKERS**  
**DISABILITY BENEFIT PLAN**

**1. Definitions**

In this Plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily injury caused by external violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this Plan;
- (c) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the **Labour** Agreement by and between Great West Timber Limited and Local 41X, C.E.P.;
- (d) "Insurer" means the insurance company or carrier appointed by the Company;
- (e) "Plan" means the Ontario Woodworkers Disability Benefit Plan;
- (f) "Company" means the Great West Timber Limited;
- (g) "Weekly Earnings" means, in the case of a day or shift worker forty **(40)** hours **x** his regular rate;
- (h) "Medical Practitioner" means registered physician or surgeon, registered dentist or registered chiropractor.

**2. Participation**

- (a) All employees of the Company shall be eligible to participate in the Plan, in accordance with the provisions listed herein.

- (b) Participation in this Plan is limited to employees who have accumulated forty-five **(45)** days of seniority with the Company.

### **3. Amount of Disability Benefits**

The Plan will provide seventy **(70)** per cent of weekly earnings, forty **(40)** hours times the base general labourer's rate.

### **4. Eligibility for Payment**

- (a) (i) Except in the case of 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 fifty-two **(52)** weeks for any **one** illness, beginning after three (3) continuous days from the commencement of the disability, or **on** the date when admitted to a hospital within the first three (3) days of illness.
- (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 fifty-two **(52)** weeks for any one accident, commencing from the date of the accident.

If an employee covered by the Weekly Indemnity 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 Weekly Indemnity 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 **(7)** 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 **(4)** 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 Workers' Compensation or similar legislation, or
  - (iv) Self-destruction or any self-inflicted injury, while sane or insane, or
  - (v) Any injury or illness resulting ~~from~~ insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion,
  - (vi) Disability for which the employee is not under the treatment of a medical practitioner, or
  - (vii) For a period of disability in excess of four (4) weeks where treatment is rendered

solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four (4) 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 (3) days of disability. ~~In~~ the event that the employee is not certified within the first three (3) days, disability will be considered as starting two (2) complete days prior to the day that the employee is actually certified by a medical practitioner.

- (b) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof.
- (c) The amount of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

## **6. Miscellaneous**

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

## **7. Government Disability Plans**

- (a) The amount of disability benefit under this Plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plan, or similar provisions in any other Government Plans for disability, for which the employee is receiving an amount of



disability benefit under this Plan, except for war disability pensions and ~~Workers'~~ Compensation disability pensions.

- (b) The Company and/or insurer may require certification or verification of the amount of income from 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.

## **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 medical practitioner, designated by the Company and/or insurer.

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

## **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 powers to adjudicate on the merits of the grievance.

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH  
DAY OF SEPTEMBER, 1997.

**GREAT WEST TIMBER LIMITED**

W. GERICKE

**S. MORRILL**

R. YORK

R. KRUPA

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 41-X

R. LINDQUIST

**N. LAMKE**

C. NOVAK

J. DAWSON

**J. BOREK**

E. WOODGATE

**GREAT WEST TIMBER LIMITED**  
(Sawmill)

**LONG TERM DISABILITY BENEFIT PLAN**  
**FOR EMPLOYEES**  
**SAWMILL OPERATIONS**

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

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

**1. Eligibility**

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

**2. Effective Date of Coverage**

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

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

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

**3. Qualifying Period**

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. Benefit payment shall not commence during a strike until the termination of the strike.

#### 4. Definition of Disability

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

#### 5. Amount of Benefit

- (a) The disability benefit shall be 50% of the monthly earnings as defined in 5(b) up to a maximum monthly payment of **\$1,600.00**.

Effective November 1, 1996, the maximum will increase to **\$1,650.00** per month.

Effective September 1, 1997, the maximum will increase to **\$1,750.00** per month.

- (b) "Monthly earnings" means in a case of a day or shift worker, **173** x his regular hourly rate.
- (c) "Hourly rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or shift bonus.
- (d) The 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 provisions of the Canada or Quebec Pension Plans, 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 Workers' Compensation disability pensions.

#### 6. Duration of Benefits

- (a) Benefits will be paid for one (1) month, for each completed month of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.

- (b) Disability benefits will be paid one (1) month in arrears.

## **7. Termination of Benefits**

Benefits shall cease upon the occurrence of anyone of the following:

- (a) On the date the employee ceases to be disabled. (If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Benefit payments. This provision shall take precedence over any recurrent disability provisions under the Weekly Indemnity Plan.), or
- (b) **On** exhaustion of the benefit period, or
- (c) On retirement or attainment of age 65, or
- (d) On death.

## **8. Continuation of Group Life**

Insurance During Disability

- (a) An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy the Group Life Insurance coverage in effect on the date of **his** disability at no premium cost to him subject **to** the Termination of Benefits (clause 7).
- (b) An employee who is in receipt of Weekly Indemnity Benefits prior to the effective date of this Plan is eligible for the total and permanent disability cash settlement option of the Group Life Insurance Plan (**\$40,000**) but is not eligible for the Long Term Disability Plan.

## 9. Exclusions

- (a) An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.
- (b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - (ii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
  - (iii) Self-destruction or any self-inflicted injury, while sane or insane, or
  - (iv) Disability for which the employee is not under the treatment of a physician, or
  - (v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
  - (vi) Disability or loss (1) while the employee is on or could be placed on Pregnancy/ Maternity Leave, or (2) if any employee fails to qualify for Pregnancy/ Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/ Maternity Leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes.

## **10. Rehabilitation**

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

## **11. 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.

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH DAY OF SEPTEMBER, 1997.

**GREAT WEST TIMBER LIMITED**

W. GERICKE

S. MORRILL

R. **YORK**

R. KRUPA

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND **ITS** LOCAL 41-X

R. LINDQUIST

N. LAMKE

C. NOVAK

J. DAWSON

J. BOREK

E. WOODGATE

## **LETTER OF UNDERSTANDING**

between

**GREAT WEST TIMBER LIMITED**

and

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 41-X**

**1. Re: Watchman, Reference 11.01(A)**

Where Saturday is included in the Watchman regular scheduled shift and forty **(40)** hour work week, all time worked in the eight (8) hour shift shall be paid at the regular rate.

Where Sunday is included in the Watchman regular scheduled shift and forty **(40)** hour work week, all time worked in the eight (8) hour shift shall be paid at the rate of time and one-half.

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH  
DAY OF SEPTEMBER, 1997.

GREAT WEST TIMBER LIMITED

W. GERICKE

S. MORRILL

R. YORK

R. KRUPA

COMMUNICATIONS, ENERGY AND  
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## **LETTER OF UNDERSTANDING**

between

GREAT **WEST** TIMBER LIMITED

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION **OF** CANADA  
AND ITS LOCAL 41-X

### RE LICENSED LUMBER GRADER STRUCTURED TRAINING PROGRAM

The Company will post the Grader Trimmerman position with an explanation that upon successful completion of the O.L.M.A. training program candidates will become "Licensed Lumber Graders". The Company will provide the successful applicants the opportunity to meet with Quality Control and **get** exposure to the Grading Line prior to the O.L.M.A. course.

SIGNED AT THUNDER BAY, ONTARIO, THIS 12TH  
DAY OF SEPTEMBER, 1997.

GREAT WEST TIMBER **LIMITED**

W. GERICKE

S. MORRILL

R. YORK

R. KRUPA

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND **ITS** LOCAL 41-X

R. LINDQUIST

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C. NOVAK

J. DAWSON

**J. BOREK**

E. WOODGATE

## **LETTER OF UNDERSTANDING**

between

**GREAT WEST TIMBER LIMITED**

and

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
AND ITS LOCAL 41-X**

RE: WEEKEND MAINTENANCE SCHEDULE

**1. 29 Work • 40 Hours Pay**

	<b>WORK</b>	<b>PAID</b>		<b>WORK</b>	<b>PAID</b>
<b>F.</b>	<b>8</b>	<b>8</b>	<b>S.</b>	<b>12</b>	<b>18</b>
<b>S.</b>	<b>12</b>	<b>18</b>	<b>S.</b>	<b>9</b>	<b>14</b>
<b>S.</b>	<b>9</b>	<b>14</b>	<b>M.</b>	<b>8</b>	<b>8</b>
	<b>29</b>	<b>40</b>		<b>29</b>	<b>40</b>

- 2.** F.S.S., or S.S.M. as mutually agreed.
- 3.** Post for crew • hire to fill numbers. Will be a minimum of eight (8) within three months of the initial posting. Will maintain crew levels as per 1 shift, 2 shift, 3 shift basis (no present maintenance people will be laid off on a 3 shift basis as a result of the weekend maintenance schedule).
- 4.** Regarding overtime • will be posted as per past practice.
- 5.** Company agrees to post for one apprentice and two helpers on the weekend maintenance schedule.
- 6.** This schedule will not be construed as leading to a seven day operation.
- 7.** Vacations • one week = **F.S.S.** or **S.S.M.**  
Floaters • paid at ten hours  
Stats. -paid at ten hours

If the stat. Holiday falls on an employee's day off he can, at his option, have an additional day off as mutually agreed or receive the pay for the stat..

8. Six month trial period - 30 day opt out in writing.
9. R.R.S.P. based on each employee going to a flat amount per pay to be paid to one institution.

SIGNED AT THUNDER BAY, ONTARIO, **THIS** 12TH DAY OF SEPTEMBER, 1997.

GREAT WEST TIMBER LIMITED  
 W. GERICKE  
 S. MORRILL  
 R. YORK  
 R. KRUPA

COMMUNICATIONS, ENERGY AND  
 PAPERWORKERS **UNION** OF CANADA  
 AND **ITS** LOCAL 41-X  
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