Collective Agreement

Between

Interforest Ltd

and

USW, Local 1-500

Begins: 0 ¥03/2006

Terminates: 0 ¥02/2009

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THIS AGREEMENT MADE THIS 10th DAY OF FEBRUARY 2006

BETWEEN:

INTERFOREST LTD.

(hereinafter referred to as the "Company")
PARTY OF THE FIRST PART
- and -

USW - Local 1-500
(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART

PREAMBLE

The general purpose of **this** Agreement is to secure for the Company, the Union, and the employees, the full benefit of orderly collective bargaining and to the fullest possible extent, the safety and physical welfare of the employees, economy of operation, quality and quantity of output. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of the said conditions. Use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 1 — SCOPE

1.01 This Agreement shall apply to **all** employees of the Company save and except office staff, sales staff, supervisors and those above the rank of supervisor, security guards, stationary engineers and persons primarily engaged as their helpers.

ARTICLE 2 — RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all employees, (saveand except office staff, sales staff, supervisors and those above the rank of supervisors, security guards, stationary engineers and persons primarily engaged as their helpers) with respect to rates of pay, hours of work, and all other working conditions.
- 2.02 Management Rights Except where expressly otherwise provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership and management. Accordingly, the Company will select and hire new employees and direct the working force: discipline, suspend or discharge employees for cause with justice and due regard for the reasonable rights of the employees: promote, transfer or lay off employees, make such reasonable rules and regulations as the Company considers necessary or advisable for the orderly and efficient conduct of its business, and to require employees to observe such rules and regulations; determine and designate all job classifications it has to offer its employees. The Company, however, will not exercise the rights and functions herein reserved for the purpose of discrimination against the Union or its members. It is agreed that the enumeration of the rights and functions of Management reserved above shall not be deemed to exclude other rights or functions of ownership or management not so enumerated which are also hereby reserved by law, providing the foregoing are not in conflict with express provisions and principles of this Agreement.

ARTICLE 3 — NO DISCRIMINATION

3.01 There shall be no discrimination by the Company or the Union or the members against any employee in compliance with Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY & CHECK-OFF

4.01 The Company agrees that, after an employee has been in the service of the Company fifty-five (55) days worked, that the said employee shall become and remain a member in good standing of the Union as a condition of continued employment. Upon completion of the probation period and then when the employee joins the union he/she shall authorize payroll deduction for union dues in accordance with the Article 4.02 authorization form

4.02 The Company agrees to deduct the regular Union dues on a weekly basis from all employees whom have worked five (5) days or more in any month and who has authorized such deduction on the form provided. The amount of dues shall be calculated in accordance with the Union's constitution. All dues, initiation fees and assessments shall be remitted to the union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The Company further agrees to deduct the regular initiation fee from the pay of new employees at the same time as their first Union dues are deducted. Union dues and initiation fees so deducted will be remitted to the designated officer of the Union, together with a list of names of those from whom such deductions were made.

- 4.03 The Company agrees to deduct ten dollars (\$10.00) per year special assessment from each Union member's wages. Union to inform Company in writing what pay period deduction will be taken from.
- 4.04 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article.

ARTICLE 5 – UNION STEWARDS' COMMITTEE

5.01 The company shall recognize the Union Stewards' Committee which shall consist of not less than eight (8) employees, nor more than twelve (12)employees, elected or appointed by the Union. It is understood by the parties that the union representation based upon the ratio presently established will increase or decrease proportionately in relation to the size of the bargaining unit. Adjustments in the representation will be made every six (6)months should the ratio change substantially. A committee of not more than four (4) including the Plant Chairperson, shall meet the Company at such time as is mutually agreed upon at the request of either party. The Union shall notify the Company in writing of the names of the Union Stewards. A collective agreement negotiating committee of not more than five (5)plant members shall meet the Company at such time as is mutually agreed upon at the request of either party for the purpose of negotiating changes to the collective agreement.

5.02 It is clearly understood that stewards and other Union officers will not absent themselves from their regular duties unreasonably in order

to deal with grievances of employees or with other Union business. Before absenting themselves from regular duties, permission must be obtained from the Supervisor or Plant Manager. In accordance with this understanding, the Company will compensate such employees for time lost in negotiating with the Company, in meeting with the Company to handle grievances of employees and for new employee orientation.

5.03 The Company will grant leave of absence without pay for two months in any one year, unless otherwise mutually agreed upon, to an employee who is elected as an official representative on behalf of the Union, providing that at least one week's notice is given and the efficiency of the Department is not affected.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.01 In the event of any complaint by an employee covered by this agreement that he/she had been dealt with contrary to its terms, he/she may take the matter up as a grievance with the employer within and not after three (3)days of the incident excluding weekends or holidays, or the time at which the employee could reasonably have been expected to become aware of the incident giving rise to the grievance.

Step (a): The aggrieved employee shall first take up the matter verbally with his immediate Supervisor who shall render a verbal decision immediately, unless other reference is required, but at least by the employee's next shift. The aggrieved employee may request the presence of his/her steward if the company has more than one person present.

Step (b): If the matter is not settled, the matter shall within and not after three (3)working days from the date a decision was given in step (\tilde{a}) present in writing on Union forms made out in triplicate, with the original for the Company, 2 copies for the Union and a copy for the employee. A subsequent meeting with the Plant Manager or his/her delegate and the Human Resources Director or his/her delegate and the Union (Committee Chairperson, Committee Vice-Chairperson, Committee Secretary and Steward) will be held. The grievor, Supervisor and Leadhand (if involved in the mater) may attend the meeting for the presentation of the facts then the grievor and Leadhand will withdraw. A decision will be made within seventy-two (72) hours, excluding weekends and holidays. Policy grievances, including cases of discharge, may be presented at this stage by either the Company or the Union.

Step (c): In the event a settlement is not achieved at Step (b), the Union shall within, and not after three (3)working days from the date a decision was given at Step(b), inform the Company that the problem will be taken up with the Corporate Management at a meeting between the Company, the Union (Committee Chairperson, Committee Vice-Chairperson, Committee Secretary), and the Union Representative. After the meeting a decision shall be rendered within seventy-two (72) hours, excluding weekends and holidays.

6.02 If a satisfactory settlement of the grievance is not then reached within and not after fourteen (14) working days from the date a decision was given at Step (c), the Union will inform the Company in writing that the matter may be dealt with by Arbitration as hereinafter provided.

- 6.03 The time limits contained in this Article are compulsory and binding on both parties unless waived, in advance, by mutual agreement.
- 6.04 In the event that grievances or disputes cannot be satisfactorily settled by the methods outlined above, or in the case of direct difference between the Company and the Union which cannot be settled by direct negotiations and not withstanding any statutory provision, the matter shall be referred to a single arbitrator, such single arbitrator will be mutually chosen by the Union and the Company, provided that, in the event of failure of the Company and the Union to agree upon an arbitrator, the assistance of the Minister of Labour shall be requested. It is agreed that not more than ten (10) days shall elapse between the time that one of the parties hereto requests arbitration and the appointment of the arbitrator. No person shall be appointed as **an** arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.05 It is agreed that the parties hereto will endeavour to see that the Board of Arbitration shall commence the hearing of the grievance as quickly as possible after his/her appointment. it is understood, however, that no matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.

ARTICLE 7 — DISCHARGE

7.01 Any employee who is suspended or discharged by the Company shall have the right to submit the circumstances to His/her Steward or Chairperson immediately, providing they are on the premises, and a meeting place will be arranged at that time.

7.02 Any employee who has been discharged unjustly and is reinstated shall be reinstated in his/her former position and shall receive retroactive pay from the time of his/her dismissal.

ARTICLE 8 - LAY OFF

- 8.01 Any employee who is laid off unjustly and is reinstated shall be reinstated in his/her former position, if it is available and shall receive retroactive pay from the time of his/her lay off at the wage being paid at the time of layoff.
- 8.02 In the case of the Company giving notification of layoff during the day prior to the lay off actually occurring then the employee must submit this grievance immediately and in any case before the expiration of his /her employment.
- 8.03 In the case of the Company not giving notice prior to the day on which the lay off occurred, then the employee shall have a three (3)hour period without pay on the work day immediately after the day of lay off to submit his/her grievance.
- 8.04 A lay off shall be interpreted as referring to a period of time of eight (8)hours per work day or greater. Periods of time less than eight (8)hours per work day are a reduction of hours.
- 8.05 In the event of a lay off, the person with the least plant wide seniority within the affected classification within the department will be subject to lay off. Employee(s) subject to lay off in the department may displace the least plant wide senior employee in any other classification within the department, provided he/she has the skill and ability to perform the work required.

Persons displaced from the department as a result of this process may displace the least senior employee in a classification outside of the department with lesser plant seniority, provided he/she has the skill and ability to perform the work required.

- (a] Persons replacing employees who are in a lay off position shall continue to receive their posted rate or the rate of the job they are performing which ever is greater, for a period of time no longer than five (51working days from date of lay off.
- 8.06 It is understood all positions assumed because of a lay off situation are temporary in nature.
- 8.07 Employees on call-back from lay off must accept any available job; refusal to accept any available job will result in termination. It is understood that when the plant resumes full production, temporarily displaced employees will return to their original jobs.
- 8.08 If an employee has been laid off for less **than** twenty-four (24) months and following notice to return to work, sent by the Company by registered mail the employee's last address on record, fails to report to work **within** five (5) working days after the date of the mailing of the notice, the employee will lose their seniority. A copy of the notice mailed to the employee will be given to the Union **within** one (1) working day from when it was sent.
- 8.09 Upon written request by an appropriate Union officer the Company will provide within a reasonable time period a written list of all employees that are on layoff and in addition those employees who have been recalled.

- 8.10 The Company and the Union agree that in the event any position or assignment is terminated by the Company, then such employee may exercise his/her plant wide seniority within the department to displace the least senior employee in a classification with less plant wide seniority, provided the employee has the skill and ability to perform the work required. Persons displaced from the department as a result of this process may displace the least senior employee in a classification outside of the department with lesser plant wide seniority, provided he/she has the skill and ability to perform the work required.
- 8.11 In the event that an employee chooses to leave the position or assignment (excluding medical reasons, which will be discussed with the Union Committee) then such employee may exercise his/her departmental seniority to replace the most junior employee (interms of departmental seniority) in department provided the employee has the skill and ability to perform the work required.
- 8.12 At the time of plant closure as defined by the legislation **all** employees shall receive the notice and severance entitlement provided pursuant to the Ontario Employment Standards Act.

ARTICLE 9 - SENIORITY

9.01 The Company agrees to recognize the principles of seniority, that is, the granting of preferences to employees in promotions, demotions, lay offs and recall after lay offs in accordance with the employees' continuous length of employment, provided however, that the employee can fill the normal requirements of the job, having been given a reasonable opportunity to demonstrate his ability on the job, up to fifteen (15)working days but not less than ten (10) working days.

- 9.02 (a) Any new employee will be considered probationary for the first fifty-five (55)days worked and will have no seniority during that period. After fifty-five (55) days worked service, his/her plantwide seniority shall date back to the day on which his employment began. His/Her departmental seniority shall date back to the day he entered the department on a posted or assigned job. During the probationary period, an employee not being a member of the Union shall have no recourse to the grievance procedure. Part-time employees will be granted preference in recall in accordance with the employee's seniority after the completion of their probationary period provided however, that the employee can fill the job requirements.
- (b) In the event that two (2) or more employees who have successfully met the obligations in Article 9.02(a), and whose start date is on the same day will be assigned seniority in accordance with their application form. Employees currently employed who have the same seniority date will be assigned seniority based upon the current seniority list in accordance with Article 9.07.
- 9.03 Any employee transferred temporarily by the Company to another department shall retain his/her seniority in the department from which he/she was transferred.
- 9.04 If any job ceases to exist, the employee shall be entitled to exercise plant-wide seniority to the degree that his/her skill and ability permit consistent with Article 9.01.
- 9.05 Any employee laid off because of curtailment of production, shall be recalled according to the inverse order in which he/she was laid off, i.e. the last employee laid off shall be the first employee

recalled. To be entitled to this recall provision, the laid off employee must maintain on file with the Company, a current address and telephone number where he/she can be reached on short notice. Notwithstanding the above, laid off employees in the Maintenance Skilled Classification may elect in writing not to be recalled to a position outside of his/her classification.

9.06 It is further understood that no outside persons shall be hired until regular company employees have been recalled. Recall shall be subject to the same provisions as outlined in Article 9.05.

9.07 Seniority records shall be posted by the Company in each department within thirty (301 days of the signing of this Agreement. Any objections thereto shall be subject to the grievance procedure within fifteen (15)days of posting. The Company shall furnish the Union with copies of the seniority lists upon receipt of a written request from the Union. Such lists shall be brought up to date every six (6) months.

9.08 **An** employee who may be transferred to a job outside the bargaining unit will have his/her Union seniority protected in the job classification from which he/she was transferred, for a period of one year from the date his/her transfer becomes effective. The employee shall accumulate union seniority during this time. This period may be extended to a maximum of eighteen (18)months by mutual agreement. In order to qualify a member will pay regular monthly union dues.

9.09 Loss of Seniority Employee shall lose all seniority and shall be deemed terminated if: [a) Voluntarily quit the employ of the Company;

(b) Is discharged for cause;

- (c) If the employee overstays an authorized leave of absence or if an employee is absent without leave for three (3) consecutive working days.
- (d) Is laid off for more than twenty-four (24) months.
- (e) Accepts employment elsewhere without the consent of the Company while on a leave of absence.

ARTICLE 10 — JOB POSTING

10.01 All permanent vacancies and/or newly created positions, with the exception of the Lead Hands, the Management Trainees and the Students shall be posted on the Plant Bulletin Board and outside on the Security Office Bulletin Board by 9:00 a.m. each working day and removed in no less then (30) hours. Applicants will have thirty (30) hours after posting deadline to remove their name from the posting.

10.02 An employee desiring a position must make written application to Management within the thirty (30)hours set out in Article 10.01. In the event of multiple job postings, applicants will be limited to first and second posting choices and a copy will be given to the Union.

(a) In the event that two (2) or more employees apply, the Company will consider the skill and ability of the applicants and where these are relatively equal, seniority shall govern.

(b) For the purposes of this Article seniority

shall mean plant seniority.

(c) If no qualified applications are received,

the Company reserves the right to hire.

(d) The employer shall post the vacancy caused by transferring the successful applicant.

Should the successful applicant be unsatisfactory he/she shall be returned to his/her

former job.

(e) No employee may change jobs more than two (2) times in a twelve (12) month period unless by mutual agreement between Company and the Union with the exception of employees covered by Article 10.02 (f).

(f) An employee after having qualified for and receiving an operators job that employee may not post for another job for a twelve (12) month period.

- (g)) Any general labour job which is vacant because of illness, accident, casual work, vacation, leave of absence or temporary transfer shall not be deemed to be vacant for the purpose of this Article
- (h) Temporary jobs of over twenty-one (21) days will be posted, however, the successful candidate must return to his/her former job at the end of the work term. Should the candidate remain in the posted job more than eighteen (18) month period then the job will be posted as a permanent position.

(i) An employee wanting to transfer to another job must give up his/her job and take whatever other work is available at the time of his

request.

(i) After completion of a job posting results will be posted. A copy of all applications will be sent to the Union as soon as reasonable possible.

(k) Employees are encouraged to apply for temporary postings to gain skill and ability.

ARTICLE 11 - DISCIPLINE

11.01 Written warnings or suspensions shall be made a matter of record and a dated copy to be given to the Union. Record of such offences will be deleted after one (1) year providing occurrences of a similar nature have not occurred within this one year period.

11.02 Any employee may be immediately terminated without warning notice for such causes as: Theft of the property of the Company or of a fellow employee, sleeping while on duty, falsification of any records, leaving the plant during working hours without permission, intentionally punching in or punching out the time card of another employee, use of company equipment or tools without permission, fighting on company property, wilful damage of property, horseplay, smoking in prohibited areas, refusal to obey a direct order of a member of Supervision, unless complying with such instruction would place the life, health or safety of the employee or other people in jeopardy, gross disrespect to a Supervisor, gross disrespect to visitors, possession or use of intoxicants or controlled substances in the plant facility, being intoxicated or under the influence of a controlled substance in the plant facility or on the Company premises.

ARTICLE 12 - TEMPORARY TRANSFER

12.01 Temporary transfers shall be those of no longer duration than twenty-one (21) calendar days. Where possible, employee seniority will be considered.

(a) Employees will not gain skill and ability through temporary transfers.

12.02 Any employee who, for the convenience of the Company, is temporarily transferred to another job in which the rate of pay is different to that in effect in such employee's regular job, shall be paid while so employed as follows:

(a) If the rate of the job to which he/she is temporarily transferred is less than the employee's regular rate, he/she shall continue to receive his/her regular rate.

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

12.03 Any employee who, for the convenience and benefit of the employee is temporarily transferred to another job shall be paid while so employed as follows:

(a) If the rate of the job to which he/she is temporarily transferred is less than the employee's regular rate, he/she shall receive the rate for the job to which he/she is transferred starting with the next full scheduled shift following such temporary transfer.

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

employee's regular rate of pay, he/she shall receive the higher rate of pay starting with the next **fill** scheduled shift following such temporary transfer.

12.04 Employees shall be entitled to submit to the Company a list of up to three (3) classifications for the purposes of expressing interest in being considered for temporary transfers within those classifications.

ARTICLE 13 — HOURS OF WORK AND OVERTIME

It is agreed that for the purposes of section 17 and section 22 of the Employment Standards Act employees may work beyond their regularly scheduled daily and weekly hours but not to exceed 13 hours in a work day or 60 hours in a work week, subject to any other provisions of the collective agreement.

13.01 (a) Subject to Article 13.01(b), the normal work week shall not exceed forty (40)hours work per week, Monday through Friday except when the necessity of the operation requires the Company

to schedule any other five (5)consecutive days as an employee's normal work week. Any work performed in excess of eight (8)hours in any one day, or forty (40)hours per week, shall be paid at the rate of time and one-half the regular rate of pay. All work performed on Sunday shall be paid at the rate of double time. All work performed on Saturday shall be paid at the rate of time and one-half (1-1/2).

(b) The normal work week for all employees who hold a posted position within the maintenance department shall be scheduled on a continental work week basis, including Saturdays and Sundays. Overtime for all such persons shall be paid for all hours worked in excess of the scheduled continental shift work hours over the continental work week cycle at the rate of time and one-half (1-1/2). Overtime worked on a voluntary basis on Sunday will be paid at double time (2).

13.02 The Company reserves the right to schedule the Dryer operation on a continuous basis when this is necessary to meet the needs of the operation. When this operation is required to work on Sunday, the employees working shall be paid double time the regular rates of pay for such work.

13.03 (a) Employees are expected to work a reasonable amount of overtime. However, overtime in general is on a voluntary basis with the exception of emergencies, to avoid necessary layoffs and/or interference with production and to prevent spoilage of materials. It is understood that scheduled or volunteered overtime work **is** subject to the same reporting and attendance requirements as a regular shift.

(b) The Company expects the support and co-operation from the employees and the Union in providing properly qualified employees for overtime.

The opportunity to perform overtime work will be presented on the following basis for daily overtime:

First to the senior person or persons in accordance with departmental seniority where the employee possesses the required skill and ability to perform the job.

Second, a voluntary roster shall be posted on the main bulletin board. Employees outside of that department desiring to work overtime may sign the availability roster which will be posted by the first break of that shift and removed no less than two (2) hours before the shift ends. The other positions will be filled by senior employees from the daily availability roster who have the required skill and ability to perform the job. Skill and ability includes maintaining productivity and quality control standards set for the department.

(c) The opportunity to perform overtime work will be presented on the following basis for Saturday and Sunday and paid Holidays: First to the senior person or persons in accordance with departmental seniority where the employee possesses the required skill and ability to perform the job. The skill and ability includes maintaining productivity and quality control standards set for the department. Second, employees desiring to work overtime on Saturday or Sunday outside their department may sign the overtime availability roster between Wednesday noon and Thursday noon. The overtime availability roster will be maintained by the **Human** Resources Department.

An employee who signs the roster must work overtime if asked. Where additional employees are needed the Company will ask the senior qualified employees on the roster. If no qualified employees are available on the roster, the Company may ask or assign the work to the least senior employee

available with the skill and ability.

- (d) The departmental overtime list will be posted and employees desiring overtime work other than production may sign the overtime voluntary roster between Wednesday noon and Thursday noon. When an employee who has signed the list is contacted he/she may inquire as to what the overtime consists of and has the opportunity to refuse the overtime at that time. An employee committing him/herself to the stated overtime at this time will be subject to the same reporting and attendance requirements as a regular shift.
- 13.04 When an employee is required to work overtime, where possible he/she will be notified prior to his/her lunch period. The Union, however, agrees that circumstances sometimes will not make this possible and the Company will endeavour to give the employee some advance notice.
- 13.05 Normal hours of work for non-continuous operation will be:
- (a) Day shift-Monday through Friday 7:00 a.m.-3:00 p.m. Evening shift Monday through Friday 3:00 p.m.-11:00 p.m.;
- (b) Normal three (3) shifts shall be Sunday to Thursday 11:00 p.m.- 7:00 a.m. Monday to Friday 7:00 a.m.-3:00 p.m. Monday to Friday 3:00 p.m.-11:00 p.m.;
- (c) The company reserves the right to schedule any department on a continuous basis, and also schedule hours of work in accordance with plant requirements and particular needs.
- 13.06 Any employee expected to work four (4)hours overtime after his/her regular shift shall receive either a food voucher authorized to be used in the cafeteria or cash payment not to exceed Six Dollars (\$6.00).

13.07 Employees reporting for work late will be docked accordingly. For example: one (1) minute late, one (1) minute deducted. Employees are required to go directly to their work stations upon clocking in.

13.08 It is agreed between the parties that for the purpose of this Article exceptions to the stated hours of work are required in some departments, and accordingly the Company will liaise with the Union in the event of further exceptions. It is agreed between the parties that subject to Article 13.01, the Company will endeavour to allow the showroom employees to work the normal scheduled plant hours when there are no sales visitors anticipated.

13.09 Any employee who regularly refuses production overtime over a three (3)month period shall not be asked to work any production overtime util such time as he gives written notice to his/her Supervisor with respect to his/her availability for overtime.

ARTICLE 14 — PAID HOLIDAYS

14.01 The following Paid Holidays shall be paid at the employees' regular rate of pay if not worked and, if worked, the employee shall be paid for such work at the rate of time and one half the regular rates of pay in addition to holiday pay.

New Years Day Good Friday Victoria Day Canada Day Civic Holiday Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

Plus one additional Paid Holiday, exact date to be decided later by mutual agreement. One additional Paid Holiday; either 1/2 day before Christmas and 1/2 day before New Years or 1 day before Christmas or 1 day before New Years, to be decided upon by

mutual agreement between Company and Union. Heritage Day will be accepted as a paid holiday if it becomes a Statutory Holiday by the Federal Government during the term of the contract. Canada Day will be taken on either the Monday or Friday whichever falls closest to Canada Day.

14.02 To qualify for a Paid Holiday, an employee must work during his/her last scheduled shift before and first scheduled shift after the holiday. unless absent through permission of his/her Supervisor or because of sickness or emergency in the employees' family. An employee must report such sickness or emergency promptly and directly to Management Staff wherever possible, and in the event the report must be made to the Company within two working days following the Paid Holiday if possible. Employees on Worker's Compensation will be entitled to and shall be paid for any of the listed Paid Holidays named in the Paid Holiday clause that is observed during the period for which the employee is drawing Worker's Compensation benefits provided such compensation benefits do not exceed sixteen (16)weeks. New employees must have been in the employ of the Company for fiftyfive (55)days worked prior to the holiday to qualify or qualify in accordance with the Ontario Employment Standards Act.

(a) An employee with seniority shall receive eight (8)hours pay at his/her classification rate, provided he/she has completed his/her last regular scheduled shift preceding the holiday and his/her first regular scheduled shift following the holiday accordance with the shift schedule, and he/she has also completed any overtime commitment adjacent to the holiday for which he/

she has been committed.

14.03 Employees absent from work because of illness, shall be reimbursed for Paid Holidays as

named in the Paid Holiday clause, provided such holidays occur during the period of illness and provided such illness does not exceed sixteen (16) weeks.

14.04 The Company agrees that when an employee is laid off he/she shall be reimbursed for any Paid Holiday as named in the Paid Holiday clause that is observed during the period of layoff, provided that such layoff does not exceed three (3) months and provided the employee returns to work when recalled. Only upon return to work shall the employee be paid for any Holiday that was observed during the period of his /her layoff, and which did not exceed the three (3) month limit.

ARTICLE 15 — WAGES

15.01 During the life of this Agreement the Company agrees to pay and the Union agrees to accept the attached Wage Schedule.

(a) The Company agrees to pay to employees working on a second shift forty cents (40c) per hour

above their regular rate.

(b) The Company agrees to pay to employees working on the third shift seventy cents (70c) per hour above their rate.

15.02 The Company is prepared to pay weekly by direct deposit every Thursday, to the financial institution of the employees' written choice. The Company will make every effort at vacation and Christmas shutdown to pay employees forty (40) hours at their regular rate for the last week worked and adjustments will be made on the first payroll following the shutdown.

15.03 The Company agrees that there will be equal pay for the same quality and quantity of work performed, regardless of the sex or age of the employee performing it.

15.04 JOB CLASSIFICATION

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Company, the Company shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Company of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15)days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the classifications in the bargaining unit having regard to the requirements and duties of such classification.

(b) When the Company makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Company agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate ate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15)days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining

unit having regard to the requirements and duties of such classification. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company.

15.05 Probationary employees upon completion of their fifty-five (55)days worked probationary period will move to the Employee Wage Progression Schedule progressing in four steps. It is understood the total time period will not exceed twelve (12) calendar months.

15.06 Probationary Employees

All probationary employees who are laid off and are rehired during the same calendar year, will have their days worked counted towards their probationary fifty-five (55)days worked.

ARTICLE 16 — LEADHANDS

16.01 An employee assigned as a Leadhand will receive additional compensation of seven percent (7%)above the highest job classification of the group he/she leads.

16.02 Leadhands shall report directly to their respective Department Supervisor and in his/her absence to the Plant Production Managers. Leadhands shall be required to have knowledge within the Department of production and product requirements, quality control, machinery operation, health and safety requirements & the general plant Rules and Regulations to enable them to assist the Department Supervisor in the efficient operation of the Department.

Leadhands shall have the leadership ability to keep the Department working smoothly and efficiently in the Supervisors' absence. Leadhands shall have the authority to decide and direct necessary work assignments within the Department as is required. Leadhands shall undertake any additional work as is required from time to time by the Company. It is understood that Leadhands will not hire, fire, or undertake disciplinary action.

ARTICLE 17 — TRAINEES

17.01 Plant trainees, in job classification of grade five (5) and above in the Wage Rate Schedule will receive twenty cents (20) less than the full rate util they attain a permanent posted vacancy or for full days worked as a fill-in-provided candidate has completed at least three (3) months on the job training. New employees will follow the employee's Wage Progression Schedule.

17.02 Management Trainees selected by the Company will be provided the learning opportunity for a period of time up to a maximum of twelve (12) months on-the-job training throughout all departments of the Plant. Management Trainees will be compensated at a Management Trainee rate for all jobs to which they may be assigned. Management Trainees will not displace an available full-time regular employee.

17.03 Any training to be provided to a trainee pursuant to 17.01 will be offered to the most senior employee in the classification on the shift in which the training will occur. If none accept, the most junior employee in the classification on the shift will provide the training.

ARTICLE 18 - STUDENTS

18.01 Students affiliated with a recognized educational institute will be assigned jobs for a maximum period of six (6)months. Preference will

be afforded students pursuing careers in the wood products industry and also to students who are the children of Company employees. Students will not displace an available full-time regular employee.

(a) In the case of a lay off or reduction of hours probationary employees and students will

be replaced by Union employees.

18.02 Students will be paid at the Probation Wage Start Rate for all jobs to which they may be assigned and they will be subject to the terms of the collective agreement but will not be obliged to join the Union. Should a student be designated as a permanent employee his/her service time and union dues will be made retroactive to the end of his/her probationary period.

ARTICLE 19 — VACATIONS WITH PAY

19.01 Every person in the employ of the Company on the first day of June of each year that this Agreement remains in effect, shall be entitled to and shall be required to take an annual vacation of one (1) week, every person in the employ of the Company continuously for one (1) year shall be entitled to and shall be required to take two (2) weeks' vacation, every person in the employ of the Company continuously for five (5) years shall be entitled to and shall be required to take three (3) weeks' vacation, every person in the employ of the Company continuously for fourteen (14) years shall be entitled to and shall be required to take four (4) weeks' vacation, every person in the employ of the Company continuously for twenty-five (25) years shall be entitled to and shall be required to take five (5) weeks' vacation and every person in the employ of the Company continuously for thirty (30) years shall be entitled to and shall be required to take six (6)weeks' vacation.

19.02 (a) Employees entitled to one (1) or two (2) weeks' vacation shall receive four percent (4%) of the total earnings for the twelve (12) month period ending with the last pay period in May of each vacation year.

(b) Employees entitled to three (3) weeks' vacation shall receive six percent (6%) of the total earnings for the twelve (12) month period ending with the last pay period in May of each vacation year.

(c) Employees entitled to four (4) weeks' vacation shall receive eight percent (8%) of the total earnings for the twelve (12) month period ending with the last pay period in May of each vacation year.

(d) Employees entitled to five (5) weeks' vacation shall receive ten percent (10%) of the total earnings for the twelve (12) month period ending with the last pay period in May of each vacation year.

(e) Employees entitled to six (6) weeks' vacation shall receive twelve percent (12%) of the total earnings for the twelve (12) month period ending with the last pay period in May of each vacation year.

19.03 (a) The time of the fourth, fifth and sixth week of vacation is to be mutually agreed upon between the Company and the employee.

(b) In the event of a three (3)week or longer plant shutdown for vacation period, at least three (3)weeks of the shutdown will be taken the last three (3)weeks of July or as mutually agreed.

The Company reserves the right to operate through this period all or any Department. A staggered system of vacations will then be developed and the Company will attempt to accommodate employee preference on a seniority basis with Management's decision being final.

Unless asked to work, all employees will be required to take their vacation at Plant shutdown unless otherwise mutually agreed upon.

19.04 Employees will be paid three weeks of vacation pay on the immediate pay prior to the plant shutdown, however, it is further understood that employees with four, five or six weeks of vacation, where applicable, shall be paid when taken.

19.05 For the purpose of this Article, any regular working days on which an employee is absent from work on Worker's Compensation or Weekly Indemnity benefits up to a maximum of sixteen (16)weeks, will be regarded as time worked at his/her regular hourly rate of pay and included in total earnings as specified in Section 19.02.

ARTICLE 20 — HEALTH AND SAFETY

20.01 Pursuant to the requirements of the Ontario Occupational Health and Safety Act the Company shall make all reasonable provisions for the safety and health of its employees and the Union Stewards' Committee shall have the right to make recommendations to the Management respecting the safety and health of its employees. The Union agrees that it will cooperate with the Company in the maintenance of these services. Where, in the opinion of the Union, the welfare and safety of any employee is endangered, the matter shall be taken through the grievance procedure commencing at Step (a)in Article 6.01.

20.02 Each employee will obtain and wear safety shoes on the job as a condition of employment. It is compulsory for all employees to wear safety apparel supplied by the Company. The Company agrees to enforce good housekeeping rules and

maintain safe conditions within its operation at all times.

(a) Safety glasses must be worn by hourly employees and Production Supervisors as a condition of employment. The Company shall pay two dollars and fifty cents (\$2.50) once per year towards the cost of safety glasses, or the employee can wear safety glasses designated by the Company.

20.03 When the Company designates that gloves must be worn in any area, the Company will provide the employee with a pair of gloves. Gloves wearing out due to normal use will be replaced by the Company on receipt of the worn out gloves.

20.04 The Companywillpay ninety dollars (\$90.00) towards the purchase of one (1)pair of safety shoes once in every twelve (12) months effective from February 10th, 2006, then will pay ninety-five dollars (\$95) for the same effective January 3rd, 2007 and then one hundred dollars (\$100) for the same effective January 3rd, 2008 for the life of this contract. An employee may apply their safety shoe allowance from a given year to the purchase of a pair of safety shoes in the following year, for a total not exceeding the sum of the two yearly allowances. In the event that the cost of a pair of safety shoes purchased by an employee is less than the sum of the two yearly allowances, the company will not reimburse the difference.

ARTICLE 21 — REST PERIOD

21.01 (a) Employees will receive thirty-five (35) minutes broken into one (1) twenty (20) minute and one (1) fifteen (15) minute paid rest time so that the total shift duration, excluding overtime, will not exceed eight (8)hours.

- (b) It is understood that an employee is required to be at his work station at the end of the rest period.
- 21.02 Employees shall receive a ten (10) minute break after his scheduled shift before continuing with overtime.

ARTICLE 22 — STAND BY PAY

22.01 In the event of an employee being required to stand by for any reason, such an employee shall be paid his regular hourly rate.

ARTICLE 23 - BULLETIN BOARDS

23.01 The Company agrees to supply Bulletin Boards in places in the Plant to be mutually agreed upon and the Union shall have the right to use such Bulletin Boards for the purpose of posting notices.

ARTICLE 24 - JURY DUTY

24.01 An employee who is on jury duty, subpoenaed or reporting for jury roll call on his/her scheduled work day shall be paid the difference between the pay received for such jury duty and their regularly scheduled straight time hours they would have otherwise worked.

ARTICLE 25 - MINIMUM RECOMPENSE

25.01 An employee reporting for work at the start of his/her regular shift and finding no work available shall be given the opportunity to do other work for four (4)hours or more and the employee will be expected to accept such work. If four (4) hours' work or more is not available, however, two (2)hours straight time shall be paid.

25.02 The Union agrees that if the Company notifies the employee by the means provided by the employee that work is not available, the above shall not apply.

ARTICLE 26 — HEALTH INSURANCE BENEFITS

26.01 The Company will pay one hundred percent (100%) of the O.H.I.P. premiums. Both parties withdraw their OHIP proposals without prejudice to their position that current language covers or does not cover, as the case may be, the OHIP.

26.02 The Company will pay one hundred percent (100%) of the costs of the Group Insurance plan covering Major Medical, Life Insurance and A.D.&D. Major medical deductible is single \$25.00, family \$50.00. The Company agrees to implement a drug card under the existing Major Medical Plan.

Life Insurance coverage is \$45,000.00 per employee. The Company will provide a vision care plan, \$200.00 every 24 months effective upon ratification- Feb. 10th, 2006. The Company agrees to pay the cost of eye examinations once every 24 months, if the coverage is eliminated by O.H.I.P.

It is agreed that the Company will be responsible for funding complete semi-private coverage, **less** the standard deductible.

26.03 Weekly Indemnity: Sixty-six and two-thirds percent (66-2/3%) of weekly earnings to the present U.I.C. maximum for sixteen (16)weeks. The Company will pay seventy-five percent (75%) of the premium and the employee to pay the balance of twenty-five percent (25%). Benefits will be paid on first day of hospitalization.

26.04 Dental Plan

Company will have Orthodontic coverage at 80% reimbursement with no maximum and Denture Service; and coverage for bridges under Major Restorative Service for teeth that were missing prior to date of coverage both at 80% reimbursement up to a maximum of \$1,000 per person per calendar year. Deductible single \$25.00, Family \$50.00. The Company will pay sixty-six and two-thirds percent (66-2/3%) of the plan premiums. The Company has agreed to provide the ODA rate applicable for the previous year. Additional information is contained in the Employee Insurance Handbook.

26.05 It is understood and agreed between the parties that the Company responsibility is solely to pay for the negotiated premium share of the cost of any insurance policy or benefit plan and the obligation to provide insurance or benefit coverage is subject to employee acceptability for coverage and the terms of such plan policy provided by the insurance or benefit carrier. Further the Company reserves the right to select the insurance or benefit carrier or to change the carrier provided that there shall be no reduction in the level of benefit.

ARTICLE 27 — PENSION PLAN

27.01 The Company has an Employee Pension Plan with contributions required by the Company and the employees and has agreed to provide, effective February 10th, 2006 a further contribution of five (5c) cents per hour to a two thousand (2,000) hourly maximum. Total Company per hour contribution will be increased to forty-three(43c) cents towards the funding of this Plan. Employee contribution will remain at thirty-eight (38c) cents. Effective January 3, 2007 the Company has agreed to an additional contribution of five (5¢) cents per

per hour to a maximum of two thousand (2000) hours. Total Company per hour contribution will be increased to forty-eight (48¢) cents. Employee contribution will remain at thirty-eight (38¢) cents. Effective January 3, 2008 the Company has agreed to an additional contribution of five (5¢) cents per hour to a maximum of two thousand (2000)hours. Total Company per hour contribution will be fifty-three (53¢) cents. Employee contribution will remain at thirty-eight (38¢) cents. Particulars of the Plan covered in the Employee Booklet.

ARTICLE 28 — BEREAVEMENT LEAVE AND BEREAVEMENT PAY

28.01 The Company agrees to guarantee against loss of pay for up to three (3)scheduled working days bereavement leave to **all** in the event of a death of an employee's father, mother, son, daughter, spouse, step-child, sister, brother, mother-in-law, father in law, and grandchild.

If an employee has completed his/her scheduled shift on the date of the death the paid leave time will be calculated from the next scheduled working day. The Company agrees to grant one (1) scheduled working day bereavement leave to attend the funeral, cremation or memorial service in the event of a death of a grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-mother, step-father.

28.02 The Company agrees to pay such employee at his/her regular straight time rate only for those regular scheduled working hours that he/she would have worked had he/she not been on bereavement leave as defined in Section 28.01.

ARTICLE 29 — PAY WHEN INJURED ON THE JOB

29.01 Any employee losing time during his/her normal day or shift because of an injury occurring on the job will be paid for the balance of the shift at his/her regular rate.

ARTICLE 30 — CALL IN PAY

30.01 Any hourly employee called into work after leaving the premises of the Company following the end of his/her scheduled shift and before his/her next scheduled reporting time, shall be paid a minimum of four (4)hours' pay at his/her regular hourly rate, in respect to each call-in or paid time and a half for actual time worked at his/her applicable rate, if greater, or in the case of a Sunday call-in double time instead of time and a half.

ARTICLE 31 — EDUCATION AND TRAINING

Effective February 10th and for the duration of this agreement the Company agrees to contribute \$0.02 per hour for every hour each employeeworks towards an Education Fund. Such money will be remitted to the Local Secretary-Treasurer of the Union by the fifteenth 05th) of the following month. The Company will submit a list with the names of the members, and how many hours each worked with payment.

- 31.01 Pursuant to requirements and at its discretion or as required in accordance with government legislation and regulation the Company will provide education and training for employees.
- 31.02 In addition, the Company will endeavour to set-up organized programs of study to improve the on-the-job knowledge and ability of skilled

maintenance employees in order to meet the skill requirements of the Company.

- 31.03 Upon successful completion of each course, the employee will be reimbursed for the tuition fees associated with the course. The employee will also received an hourly premium often (10)cents for each course successfully completed.
- 31.04 Maintenance employees who hold and maintain provincial trade licenses in two (2) or more trade categories designated by the company and applicable to the plant operation will receive an hourly pay premium for the second or more designated category of twenty-five (25) cents per hour for each additional category.

ARTICLE 32 — GENERAL

32.01 All privileges not covered by this Collective Agreement shall be maintained.

32.02 (a) An employee outside the bargaining unit shall not perform work on an hourly rated or incentive job, where the effect is to displace a regular hourly or incentive worker, or to reduce his/her earnings or hours per week, except boiler engineers to do some work on **high** pressure steam lines as required by the Company.

(b) A Supervisor outside the bargaining unit shall not perform an hourly rated job except under

the following conditions:

(i) Instruction or training of employees.

(ii) In the performance of work when difficulties are encountered on the job.

(iii) When it is temporarily necessary to meet the requirements of the business and qualified employees are unavailable because they are assigned to other duties or they are off the premises of the employer.

- (iv) In the performance of experimental or development work.
- (c) It is understood and agreed that the exception to clause 32.02 (b) are the maintenance supervisors who because of their special expertise, will be allowed to do maintenance related work, providing no other maintenance employee with the expertise and experience is available to work.
- 32.03 The Company will provide and clean coveralls for maintenance employees. The Company will provide an outside clothing allowance of one hundred and fifty dollars (\$150.00) with receipts, payable annually on December 1st for employees who regularly work outside and who are exposed to the weather.
- 32.04 Any person leaving the employ of the Company after joining the Union and is rehired by the Company **within** one (1)year shall not have to serve a probationary period. Seniority will commence from the date of return.
- 32.05 Employees shall not be required to change shifts during the week to make up lost hours or for the convenience of the employer except by mutual agreement with the employees.
- 32.06 It is understood and agreed between the parties that Insurance and other Benefit entitlements shall be paid as required only to the employee and one family group. For example, entitlement **shall** not be provided for **an** employees' legal family group as well as, or in addition to that employees' common-law family group.
- 32.07 It is understood and agreed between the parties that the Company pursuant to the Management Rights Article 2.02 may, at its

discretion and for payment of the Doctor's fee, request from an employee returning to work and who has been away from work repeatedly or for a lengthy time period due to illness or injury, a Doctor's written confirmation of the illness or injury and that the employee is capable of returning to his/her regular job.

32.08 It is understood and agreed between the parties pursuant to the Management Rights Article 2.02 the Company can request that employees away from work due to illness or injury in excess of one (1)month are to provide a Doctor's written confirmation of their progress following the written request of the Company who will pay the Doctor's fee.

32.09 Shift changes initiated by an employee, must be approved by both Supervisors. The shift exchanges can only occur between employees in the same job classification.

32.10 Employees requesting special leave must make this request at least one (1) week preceding the day. Special leaves may be granted only if it does not affect the efficiency of the department.

ARTICLE 33 - STRIKES AND LOCKOUTS

33.01 During the duration of this Agreement, the Union agrees that there will be no strike or slowdown against the Company, and the Company agrees that it will not engage in any lock-out of the employees in the bargaining unit. The terms strike and lock-out shall be defined as per the Labour Relations Act.

ARTICLE 34 - NOTICES

To the Company:
The Manager
Interforest Ltd.
R.R.#2, Box 170
Durham, Ont. NOG IRO

To the Union: USW - Local 1-500 405 10th Street Hanover, Ontario N4N IP7

ARTICLE 35 - RETIREMENT DATE

35.01 All employees sixty-five (65) years of age and over shall retire from the employ of the Company. The normal retirement date will be the first day of the month following the date on which an employee becomes age sixty-five (65).

ARTICLE 36 - DURATION OF AGREEMENT

36.01 The parties hereto mutually agree that this Agreement shall be effective from and after the 3rd day of January 2006 to the 2nd day of January 2009, and thereafter from year to year unless sixty (60) days written notice of contrary intention is given by either party to the other party. The notice required hereunder shall be validly and sufficiently served given or made, at least sixty (60) days prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is reached.

DATED at Durham, Ontario this 10th day of February 2006,

INTERFOREST LTD.

Kevin Falkingham Heather Grant USW -LOCAL 1-500

Larry Penno Lela Scales Mary Welling Diana Kuranyi Dennis Pegelo Bruce Weber

WAGE RATE — SCHEDULE #1

		Jan. 3 2006	Jan. 3 2007	Jan. 3 2008	
1.(a)	Probation - Start Rate	\$10.90	\$11.10	\$11.30	
	General Helper	15.35	15.55	15.75	
2	Repair Face & Back	15.45	15.65	15.85	
	Breakout Off Bearer	15.45	15.65	15.85	
	Slicer Transfer Cart	15.45	15.65	15.85	
က်	Dryer Board Sorter	15.55	15.75	15.95	
	Dryer Feeder	15.55	15.75	15.95	
	Slicer Off Bearer	15.55	15.75	15.95	
	Air Bander	15.55	15.75	15.95	
	Cratemaking	15.55	15.75	15.95	
	Trim/Tie	15.55	15.75	15.95	
	Slicer Flitch Prep.	15.55	15.75	15.95	
	Bundle Recorder	15.55	15.75	15.95	
	Transfer Prep.	15.55	15.75	15.95	
	Glue Applicator	15.55	15.75	15.95	
	Grading Line Off Bearer (Spliced/Face)	15.55	15.75	15.95	
	Export Helpers	15.55	15.75	15.95	
4	Forklift	15.70	15.90	16.10	
	Uncut Bander	15.70	15.90	16.10	
	Chainsaw Yard	15.70	15.90	16.10	

WAGE RATE — SCHEDULE #1 Jan. 3 Jan. 3 Jan. 3

		2006 2006	2007	2008	
	Debarker	15.70	15.90	16.10	
	Sawmill Tagger	15.70	15.90	16.10	
	Sawmill Flitch Bander	15.70	15.90	16.10	
ĸ.	Press Person	15.90	16.10	16.30	
	Face Grader	15.90	16.10	16.30	
	Splicer	15.90	16.10	16.30	
	Measurement Recorder B	15.90	16.10	16.30	
	Log Loader	15.90	16.10	16.30	
	Data Entry Control	15.90	16.10	16.30	
	Domestic Sample Grader Jr	15.90	16.10	16.30	
6.	Planer	16.05	16.15	16.35	
	Log Washer	16.05	16.15	16.35	
	Vat Loader	16.05	16.15	16.35	
	Log Scaler	16.05	16.15	16.35	
7.	Trim/Tie/Measurement	16.15	16.35	16.55	
	Vat Control	16,15	16.35	16.55	
œ	Crew Leader	16.25	16.45	16.65	
	Sort & Grade Recorder	16.25	16.45	16.65	
	Domestic Sample Grader Sr	16.25	16.45	16.65	

LA GITTONIA TITACE TO ATTE

	WAGE KATE - SCHEDULE #I			
		Jan. 3 2006	Jan. 3 2007	Jan. 3 2008
6	Jointer Operator	16.60	16.80	17.00
	Supply Operator Breakout Operator Semi Skilled Mtce	16.60	16.80	17.00
10.	Clipped Veneer Order Entry	16.80	17.00	17.20
-	Measurement Recorder A	16.80	17.00	17.20
11.	Sucer Operator Grinder	17.40	17.60	17.80
	Sawyer	17.40	17.60	17.80
12.	Maintenance Helper	18.05	18.25	18.45
13.	Maintenance Skilled	21.30	21.50	21.70
14.	Head Saw Filer A	18.65	18.95	19.05
	В	17.75	17.95	18.15
	O	16.85	17.05	17.25
15.	Electronic Tech. A	21.15	21.35	21.55
	В	20.55	20.75	20.95
	ပ	19.95	20.15	20.35
Main	Maintenance (Apprentice) to be upgraded to Maintenance Skilled by evaluation of	enance SI	killed by	evaluation of

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mannenance (Apprenace) to be upgrade skill and ability by the company.

EMPLOYEE WAGE PROGRESSION SCHEDULE # 2 EFFECTIVE JANUARY 3, 2006

	After 55 Days Worked	After 55 More Days Worked	After 55 More Days Worked	After 55 More Days Worked
Group # 1 (a)	\$10.90	\$10.90	\$10.90	\$10.90
Group #1	12.15	13.48	14.41	15.35
Group #2	12.18	13.57	14.51	15.45
Group #3	12.22	13.63	14.59	15.55
Group #4	12.27	13.74	14.72	15.70
Group #5	12.35	13.90	14.90	15.90
Group #6	12.43	14.10	15.17	16.05
Group #7	12.51	14.47	15.58	16.15
Group #8	12.57	14.67	15.76	16.25
Group #9	12.80	15.02	16.06	16.60
Group #10	12.85	15.27	16.21	16.80
Group #11	13.55	16.02	16.91	17.40

EMPLOYEE WAGE PROGRESSION SCHEDULE # 2 EFFECTIVE JANUARY 3, 2007

	After 55 Days Worked	After 55 More Days Worked	After 55 More Days Worked	After 55 More Days Worked
Group # 1 (a)	\$11.10	\$11.10	\$11.10	\$11.10
Group #1	12.35	13.68	14.61	15.55
Group #2	12.38	13.77	14.71	15.65
Group #3	12.42	13.83	14.79	15.75
Group #4	12.47	13.94	14.92	15.90
Group #5	12.55	14.10	15.10	16.10
Group #6	12.63	14.30	15.37	16.25
Group #7	12.71	14.67	15.78	16.35
Group #8	12.77	14.87	15.96	16.45
Group #9	13.00	15.22	16.26	16.80
Group #10	13.05	15.47	16.41	17.00
Group#11	13.75	16.22	17.11	17.60

EMPLOYEE WAGE PROGRESSION SCHEDULE # 2 EFFECTWE JANUARY 3, 2008

	After 55 Days Worked	After 55 More Days Worked	After 55 More Days Worked	After 55 More Days Worked
Group # 1 (a)	\$11.30	\$11.30	\$11.30	\$11.30
Group #1	12.55	13.88	14.81	15.75
Group #2	12.58	13.97	14.91	15.85
Group #3	12.62	14.03	14.99	15.95
Group #4	12.67	14.14	15.12	16.10
Group #5	12.75	14.30	15.30	16.30
Group #6	12.83	14.50	15.57	16.45
Group #7	12.91	14.87	15.98	16.55
Group #8	12.97	15.07	16.16	16.65
Group #9	13.20	15.42	16.46	17.00
Group #10	13.25	15.67	16.61	17.20
Group #11	13.95	16.42	17.31	17.80