



This Agreement made this
7th day of January, 2004

- between -

**Columbia Forest Products, Ltd.
Rutherglen Division**

(hereinafter referred to as the "Company")

- and -

**IWA - CANADA
Industrial Wood and
Allied Workers of Canada**

Local 1000

(hereinafter referred to as the "Union")
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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to secure for the company, the Union and the employees, the full benefits of orderly collective bargaining. It is the intent of the Company and the Union to operate under methods which will further to the fullest extent the safety, welfare and health of the employees, the economy of operation, the quality and quantity of output, cleanliness and protection of property, and to provide fair wage rates and working conditions.

1.02 It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

1.03 This Agreement provides a procedure for the prompt and orderly settlement of disputes.

ARTICLE 2 - SCOPE

2.01 This Agreement shall apply to all employees of Columbia Forest Products Ltd., Rutherglen Division, Rutherglen, Ontario, save and except Supervisors, persons above the rank of Supervisor, and office staff.

2.02 This Agreement supersedes all previous Agreements, amendments to Agreements, and Letters of Understanding.

ARTICLE 3 - RECOGNITION

3.01 The Company recognizes the IWA - Canada as the sole collective bargaining agent for all employees of the company in the bargaining unit defined in Article 2.01.

3.02 No employee outside the bargaining unit shall perform work normally performed by employees in the bargaining unit except in cases of emergency, instructing employees on the job, experimentation or testing of machinery.

3.03 While this Agreement is in effect, neither the Union nor any employee shall take part in or encourage directly, or indirectly, any strike, sitdown, slowdown, or any interference with work or production, either wholly or partially against the Company.

3.04 While this Agreement is in effect, the Company shall not engage in any lockout.

ARTICLE 4 - DISCRIMINATION

4.01 There shall be no discrimination by the Company or the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family status **or** handicap or any other grounds stated as outlined in the Human Rights Code as amended from time to time. There shall be no discrimination by the Company or the Union against any employee because of union or political affiliation or non-affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The management and administration of the operation and the direction of the working force are fixed by the Company. The Union recognizes that certain rights belong solely to the Company, prominent among which, but by no means wholly inclusive are the rights to:

- a) maintain order and efficiency;
- b) hire, discharge, classify, transfer, promote, demote, retire, select, lay-off, re-call, establish new positions, direct, suspend, assign, and discipline for just cause employees who have acquired seniority;
- c) make, alter and enforce rules, regulations, policies and practices to be observed by employees;
- d) determine location, expansion, curtailment or cessation of operations, products to be manufactured, methods, processes and means of manufacturing;
- e) have sole and exclusive jurisdiction over all operations, employees, buildings, machinery and equipment;
- f) establish number of employees required at any time, schedule production, number of hours to be worked, starting and quitting times of all employees;
- g) establish job content, quality and quantity standards, qualifications necessary to perform any particular job.

5.02 The Company agrees that none of the rights in Article 5.01 shall be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 6 - UNION SECURITY

6.01 All employees in the bargaining unit shall become members of the Union as a condition of continued employment.

6.02 The Company agrees to deduct from all employees within the bargaining unit to which this Agreement applies, including probationary employees, regular monthly dues, (initiation fees at conclusion of probationary period) and assessments uniformly imposed by the Union according to its constitution for general union purposes.

a) The Union will inform the Company in writing of any dues missed, and the Company will recover from the employees next pay period.

b) The Union will inform the Company in writing of the particulars regarding all applicable deductions and any change in the amounts and frequency.

c) The Company will insert the total amount of Union dues on each employee's T-4 **slip**.

6.03 The sum so deducted shall be remitted, together with a list of those from whom deductions were made, to the Secretary-Treasurer of the Union prior to the end of the month in which the dues are deducted. A copy of such list will be sent to the sub-local Secretary Treasurer.

6.04 The local Union committee will be allowed time off with pay during regular working hours to attend to Union business. This time off will have to be arranged in advance with the Plant Manager.

6.05 The Company will cover the cost of printing adequate copies of the collective agreement in booklet form, within three (3) months of its signature.

ARTICLE 7 - UNION COMMITTEES

7.01 Union Negotiating Committee: The Union negotiating committee will consist of not more than four (4) employees.

Union Grievance Committee: The Union grievance committee shall consist of not less than three (3) employees.

(a) Union committee members and stewards will make adequate arrangements with the Company before taking time off work to attend to their functions (contract related).

(b) The Union will notify the Company in writing of the names of all stewards and committee members, and any changes that may occur.

(c) All hours required by the committee for meetings with the Company will be considered as time worked and will be paid accordingly by the Company.

7.02 Union representation will be at the rate of one (1) employee representative per department per shift. The following will be considered as separate departments for representation:

- (a) Log Yard and Green End;
- (b) Maintenance, Boiler Room and Garage;
- (c) each Dry Shift;
- (d) each Splicing Shift.

7.03 Authorized representatives of the Union shall be permitted to visit the office of the Company at all reasonable hours and, after obtaining permission from the Plant Manager or designate, will be permitted to visit the Company's operations during working hours to investigate any matter covered by this Agreement, but he/she shall in no way interfere with the progress of the work.

7.04 It is expressly understood and agreed that the Union, its officers and its members shall at no time, without prior permission from the Company, carry on any union activities during working hours, nor shall any union meeting be held at any time on Company property.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance is defined to be a difference between the parties or between an employee and the Company, relating to the interpretation, application, administration or alleged violation of this agreement.

8.02 Complaints deriving from the interpretation or application of the terms of this Agreement may be discussed informally between the employee and his/her immediate Supervisor. The employee may be accompanied by his/her steward. The time constraints outlined in Article 8.03 will not be affected by this process.

8.03 Formal grievances shall be handled in the following manner:

STEP 1

The aggrieved employee and his/her steward shall take the matter to his/her immediate Supervisor in writing on the forms provided within seven (7) working days of the incident occurrence. The Supervisor shall render a decision within three (3) working days from the date of initiation of the formal grievance procedure.

STEP 2

If a satisfactory settlement is not reached, the Union chairperson and the steward shall present the matter in writing within three (3) working days to the Plant Manager, or delegate. A decision shall be rendered within three (3) working days of receiving the written grievance.

STEP 3

If a satisfactory settlement is not reached at STEP 2, the matter shall be referred by the Union Grievance Committee to the Plant Manager in writing within three (3) working days of the decision in STEP 2. The matter will be discussed at a meeting involving the Union committee, and/or the Supervisor, and/or the Plant Manager. The aggrieved employee may be present at this meeting if both parties agree.

A written decision shall be rendered within three (3) working days following the date of such meeting.

8.04 The time limits of the grievance procedure referred to above may be modified by mutual consent of the parties.

8.05 The Union Representative and the Company Human Resources Manager or delegate may be present or provide direction, at any step of the grievance procedure **if** requested by either party.

8.06 (a) Group Grievance : A grievance on behalf of more than one (1) employee may be presented at STEP 2 listing the names of the grievors.

(b) **Policy Grievance :** A policy grievance shall confine itself to matters relating to the interpretation, administration, application or alleged violation of the agreement, which is inappropriate for an employee grievance single or group. Such grievances shall be submitted at STEP 3 within ten (10) days from where the circumstances giving rise to it occurred or originated. The time limits may be extended by mutual consent.

8.07 The Company itself may file a grievance with the chairperson of the Union Grievance Committee and shall forward a copy of the grievance to the office of IWA - Canada. Said grievance shall be entered by the manager or General Manager of the Company. If a satisfactory settlement has not been reached within three (3) working days of receiving the grievance, the matter shall be discussed at a meeting arranged mutually between the union committee and the manager. The Union Representative and the Company Human Resources Manager or designate may be present at this meeting. If a satisfactory settlement is not reached within three (3) working days of the meeting, the grievance may be referred to arbitration as outlined in Article 9.

8.08 Days other than regular scheduled working days will not be utilized in the specified time limits mentioned in Article 8.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrary, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration within fifteen (15) working days. The notice shall ~~contain~~ the name of the party's appointee to an arbitration board.

9.02 The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the arbitration board.

9.03 The two (2) appointees so selected shall, within five (5) working days of the appointment of the second, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

9.04 The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board. If there is no majority, the decision of the chairperson shall govern.

9.05 The arbitration board shall not have the power to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent herewith.

9.06 Each of the parties hereto will bear the expense of its appointee to the board and the parties will jointly and equally bear the expense of the chairperson.

9.07 Nothing contained in this Article shall prevent the parties agreeing to a single arbitrator.

ARTICLE 10 - SENIORITY

10.01 The Company recognizes the principle of seniority in the bargaining unit, and agrees to grant preference to senior employees in the areas of promotion, demotion, lay-off and recall, subject to this article.

10.02 New employees and employees who are rehired by the Company after having lost their seniority for any reason shall be considered probationary employees without any seniority rights for the period of forty-five (45) days worked after which their seniority will date from the date of the commencement of the employee's current employment.

10.03 (a) Notwithstanding the Company's right to discipline and/or discharge an employee with seniority for just cause, seniority shall cease and employment shall be terminated for any employee under any of the following conditions:

- (1) if the employee voluntarily quits;
- (2) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (3) during a lay-off of more than twelve (12) months for employees with less than one (1) years service and twenty- four (24) months for employees with one (1) or more years service;

(4) if an employee fails, after a lay-off, to return to work within five (5) working days after the Company has given the employee notice of recall by Registered Mail at the employee's last known address, or within five (5) working days when the employee has been successfully notified by the Company by telephone or in person.

(b) Seniority shall accumulate under the following conditions:

(1) during a leave of absence as outlined in Article 12;

(2) during a lay-off of less than twelve (12) months for employees with less than one (1) year's service and twenty-four (24) months for employees with one (1) or more years' service;

(3) during a maternity leave.

10.04 For purposes of Article 10.03, the employee must maintain contact with the Company, and provide medical certification monthly, or as requested.

10.05 Employees who are promoted out of the bargaining unit shall maintain seniority for a period of up to six (6) months. Such employees may return to the bargaining unit for the period of up to six (6) months. After the six (6) month period, such employees may return to the bargaining unit at an entry level position with no seniority upon the approval of the Company. The time limits outlined above may be extended by mutual consent of the Union committee and the Company. If such employees are discharged from their position outside of the bargaining unit, they shall be deemed discharged ~~from~~ the bargaining unit.

10.06 In cases of lay-off and recall after lay-off, promotions, work during slowdown periods, the following factors shall be considered;

- (a) skill and ability,
- (b) seniority.

When qualifications in factor (a) are equal, factor (b) shall govern. In the event of a decrease in the work force because of curtailment of production or for other reasons, there shall be no layoff of employees with seniority until all probationary employees or students have, been laid off. No probationary employees shall be recalled until all employees with seniority have been recalled except that specially skilled personnel without seniority hired for a specific job will not be laid off where workers with seniority cannot perform the job.

10.07 In the case of job redundancy, employees shall be able to use their seniority to bump the junior full time employee on the shift of their choice provided they have the skill and ability to perform the job, or the job is an entry level job (dryer cleanup, cutting cleanup, janitor, C.T.S. cleanup, splicer tailer). Such employees shall be compensated at the new job rate or for up to fifteen (15) weeks at their previous rate, whichever is higher. The employee must exercise this right within three (3) working days.

(a) Where an employee's regular duties are unavailable due to a mechanical breakdown for a period of three (3) days or less, the following procedure shall apply:

i) Employees shall first be given the option to perform alternate work based on seniority.

ii) Where alternate work is not available, the employee shall displace the most junior employee in the department. Where the employee is unable to bump in the department, such employee shall displace the junior employee plant wide.

In any case, the employee shall receive the higher rate.

10.08 Revised seniority lists will be posted by the Company every three (3) months.

ARTICLE 11 - JOB POSTINGS

Pull-Time Openings!

11.01 In the event that vacancies as determined by the Company for positions occur and new positions are created, the Company shall post such new positions or vacancies for a period of three (3) working days. The notice shall contain the requirements of the job, the qualifications required, and the rate of pay. Only those applications which are properly submitted by the applicant on the form provided, during the three (3) working day posting period will be considered.

11.02 It is agreed that all full time positions resulting from any posting shall be posted as outlined in Article 11.01.

11.03 Critical Jobs:

Certain jobs in the plant are considered critical, because their performance requires extended training and specific skills.

- All Maintenance (except Lubricator)
- Defect Clipper Operator (Clipper "A")
- Quality Control
- Grader "A"
- Lathe Operator
- Lead Hand
- Log Scaler
- Marker
- Shipper
- Knife Grinder

11.04 **Temporary Postings:** A position expected to be vacant due to illness, injury, or leave of absence for more than twenty (20) working days shall be posted and awarded as per this article. Only the original posting shall be posted for any one opening, thereafter the Company reserves the right to appoint or to hire.

11.05 Eligibility

Full Time or Temporary Openings

Any employee on leave or receiving W. S. I. B. and Modified Work benefits will be entitled to apply for a posting. If successful, the applicant will have to report for work within five (5) working days of being notified or the position will be awarded to the next most qualified applicant.

11.06 Temporary Postings

(a) To qualify for the temporary posting, the employee must be applying for a temporary posting in the same job on a different shift, one of higher pay, or one of a critical job.

(b) An employee who is filling a temporary posting shall not be eligible to apply for another temporary posting till the absent employee returns to work or the employee's eligibility to return runs out as per Article 10, after which the vacancy shall be posted as a permanent vacancy.

(c) Where the Company appoints an employee to fill a temporary vacancy, such employee shall not be permitted to apply for another temporary job posting for a period of forty (40) work days.

11.07 Selection

Full-Time Openings

In the event that two (2) or more employees apply, the Company will consider the following factors, however, selection of awardees for Critical Jobs shall be based primarily upon skill and ability as determined by the Company.

- (i) Seniority;
- (ii) Skill and Ability.

11.08 Awarding of the Job:

Posted positions shall be awarded within three (3) working days after the job posted period. The posting shall be reposted for an additional three (3) days showing the names of the applicants and the successful applicant. If there are no applicants for the job posting, the Company reserves the right to hire or appoint. The time frame for filling the job may be extended by mutual consent.

11.09 Trial Period

(a) The Company may, within a reasonable trial period remove the applicant from the job, who, in the opinion of the Company, does not possess the necessary aptitude to perform the job. This trial period shall be five (5) working days for jobs not listed as “critical jobs”. The trial period may be extended by mutual consent.

(b) The successful applicant of a job posting will have up to five (5) working days to return to his/her original job, which will be classed as temporary for that period. Such refusal shall be counted as a job posting for the purposes of Article 11.10.

11.10 Wait Period and Restrictions on Postings

(a) The successful applicant of the posting procedure shall not be permitted to reapply for another job posting for a period of:

(i) six (6) months if the posting is of the same pay or lower on a different shift.

(ii) nine (9) months if the posting is of the same pay or lower within the same shift.

The above wait period shall begin when the employee is physically on the newly awarded job.

The Company will attempt to place the successful applicant on the new job within ten (10) working days. Where the employee is not placed on the new job within the specified ten (10) days, then the above shall not apply until the employee is physically on the new job.

11.11 Temporary Appointment

Nothing provided herein shall preclude the Company from making a temporary appointment until the vacancy or new job is filled.

11.12 Cross Training

The Company agrees to maintain cross training within the departments as outlined in Article 14.04 (c). Additional training positions shall be posted for three (3) working days in order that all interested employees apply. Selection shall be based on seniority and aptitude.

11.13 Job Modification/New Occupation

Where the Company **significantly** modifies an existing occupation or introduces a new occupation, the Company **will** meet the Union for the **purpose** of negotiating a rate for the new or modified occupation. If an agreement is not reached, it will become a topic at the next negotiations.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Leaves of absence, without pay and without loss of seniority will be granted to employees for reasons of illness and accident. In cases of maternity and parental leave, the length of leave will be up to seventeen (17) weeks as in accord with the E. S. A.

12.02 The Company, in its discretion, may grant leaves of absence for personal reasons. The request shall be provided in writing to the employee's immediate Supervisor at least two (2) weeks in advance, if possible, and the reasons for the leave of absence stated. Such leaves will be considered in the order in which requests for them are received and will be considered individually on their own merit. The length of leave and the effective date will be agreed upon by the Company and the employee.

12.03 Leaves of absence, without pay, may be granted **to** employees elected or appointed to serve on official union business for a period of up to one (1) year, providing the Company has two (2) weeks prior written notice. Such consent shall not be unreasonably withheld.

12.04 Leave of absence will not be granted for reasons of self-employment or seeking alternate employment outside the bargaining unit. If at any time, it is found that an employee on leave has accepted employment elsewhere, either temporary or for trial purposes, the employee will be considered as having quit his/her job as of that time, and will have lost all of his/her seniority.

12.05 Extensions to leaves of absence will be considered by the company if the employee provides written notice five (5) working days prior to the expiration date of the leave of absence.

12.06 Employees not returning upon the expiration of leave of absence, or extensions thereof, shall be considered to have quit voluntarily.

12.07 One day off with pay will be granted an employee on the occasion of the arrival of a son or daughter by birth or adoption.

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 When a death occurs in the employee's immediate family, the Company shall grant the following time off with pay when the employee attends the funeral:

In the case of spouse, children, or step-children, mother, father, grandchild(ren) (which shall mean child(ren) of an employee's child(ren), up to five (5) consecutive working days (to a maximum of forty (40) hours), one of which must be the day of the funeral.

In the case of brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law and step-parents, step-brother, step-sister if raised as a family unit: up to three (3) consecutive working days, one of which must be the day of the funeral. Common Law Status if living as a family unit shall be considered as the immediate family for the purposes of this Article.

In special circumstances the Company will consider an additional leave of absence without pay. Conditions of article 12.02 apply.

13.02 This Article does not apply to probationary employees.

ARTICLE 14 - HOURS of WORK and OVERTIME

14.01 Hours of Work The normal work week shall be forty (**40**) hours per week with eight (**8**) hours per day, Monday thru Friday, except for:

(a) Steam plant employees - Steam Plant Employees work twelve (12) hour shifts, and work seven (7) days in a two (2) week period for a total of eighty-four (**84**) hours.

(b) Maintenance employees are required to work all summer shutdown days as required.

14.02 Rest Periods: One (1) ten minute rest period during each half of each shift will be provided to all employees. When efficient and orderly operation requires, an employee may be relieved from his duties, or spelled off,

(a) It is clearly understood that the total time of the rest periods shall not exceed ten (10) minutes from the moment an employee leaves his/her duties until he/she returns. It is also understood that employees will use the areas set aside in their department for this purpose. The Union agrees that it will co-operate fully with the Company in the enforcement of this clause.

(b) When employees are relieved from their duties, or spelled off, the first relief period will be scheduled no earlier than one (1) hour after the shift starts, nor any later than one (1) hour before their lunch period. The second relief period shall be scheduled no earlier than one (1) hour after the lunch period nor any later than one (1) hour before the quitting time.

(c) The Company will provide a paid lunch break of twenty (20) minutes to all employees with the exception of the Garage and Log Yard employees, who shall be provided with an unpaid lunch break of thirty (30) minutes.

14.03 Overtime: Overtime shall be paid **as** follows:

(a) time and one-half for those hours in excess of forty (40) hours per week. Overtime before forty (40) hours shall apply only where an employee is on approved leave.

(b) double time for the seventh consecutive scheduled shift. Seventh consecutive shift shall be constituted by hours in excess of forty-eight (48) during any one week. All Sunday overtime for maintenance employees will be paid at double time. On a weekend when both Saturday and Sunday overtime is scheduled, in order to qualify for double time on Sunday, the employee must also have worked the Saturday overtime. If work can be performed on Saturday but at the employee's convenience is scheduled for Sunday then only time and one-half will be paid. If the overtime work is performed on Sunday at the Company's convenience, double-time shall apply.

14.04 When overtime work is required, it will first be offered on a voluntary basis to the senior employees who normally perform the work in the department where the overtime occurs, then to qualified employees on the basis of seniority.

The parties agree that the employee who normally performs the work shall be the person who:

- holds the classification, i.e. temporary or permanent, by means of the job posting procedure, or
- was hired specifically for that classification.

(a) Scheduled overtime shall be posted on the bulletin board two (2) working days prior to such overtime being worked.

(b) Employees will not be required to work overtime against their wishes except in an unanticipated or emergency situation which would interrupt the normal production and/or shipping process.

(c) The departments will be divided as follows: Log Yard, Green End, Dryer/Whole Piece Trimmer Line/Crate Room, Splicing/Spliced Trimmer Line, Cut-to-Size, Maintenance, Boiler Room, Garage, and Shipping.

14.05 (a) The Union will cooperate with the Company when overtime is required. The Company will distribute such overtime in a fair manner to qualified employees on a rotational basis.

(b) In cases of overtime errors, overtime make-up opportunities may be made available based on the circumstances of the error. When the Company assigns make-up opportunities, the Company shall pay double time for overtime opportunities missed at time and one-half, and double time and one-half for overtime opportunities missed at double time.

Make-up opportunities will be worked at a time mutually convenient to the effected employee and the Company, and will consist of duties not performed by bargaining unit employees nor shall such duties interfere with an employee's contractual rights.

(c) Where overtime is required as a continuation of the Friday afternoon Dryer shift, the employees on the Dryer on shift shall be asked first; employees on the shift plant-wide shall be asked next. Such overtime shall not exceed four **(4)** hours.

14.06 If the work week is reduced due to a statutory holiday outlined in Article 18, it shall be deemed as time worked in computation of overtime hours.

14.07 Where the Company changes a current shift schedule, the employee(s) affected by the change shall be given the choice of the new hours. If refused, the position shall be declared vacant and posted as per Article 11.

ARTICLE 15 - REPORTING ALLOWANCE

15.01 Any employee reporting for work on a regular shift without having been notified by telephone previously not to report, shall be given four (4) hours pay at his/her regular rate. This clause will not apply in cases of fire, flood, power failure, major breakdown or other emergencies outside the control of the Company. The parties agree that a major breakdown shall mean a breakdown causing the inability to operate a whole production process.

15.02 If required by the Company, employees may be asked to perform work during the said four (4) hours in any part of the operation at their regular rate of pay.

ARTICLE 16 - STAND-BY PAY

16.01 In the event that an employee being required to stand-by for any reason, such employee shall be paid his/her regular rate of pay for such hours.

16.02 In the event of a break down or work stoppage, employees are required to remain in their work areas unless prior instructions were given by the employees' Supervisor.

ARTICLE 17 - CALL-IN PAY

17.01 Employees who are called back to work, after having left the Company premises at the end of their regular shift, shall receive four (4) hours pay at their regular rate, or time **and** one-half for hours worked, whichever is greater,

17.02 Call-in pay shall only apply if such call-in was not pre- arranged before the employee left the Company premises.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following holidays shall be paid to employees at their regular rate of pay if not worked, and if worked, employees shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked, in addition to the statutory holiday pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Effective Oct. 1, 2004, ADD: New Year's Eve

Should a holiday fall on a Saturday or a Sunday, it will be observed either the previous Friday or the following Monday.

One Floating Holiday per contract year to be taken at a time mutually agreed upon by the employee and the Company.

18.02 To qualify for pay for such holidays, a new employee must have completed his/her probationary period and must have worked both his/her full scheduled working day immediately prior to the holiday and his/her full scheduled working day immediately following the holiday. These qualifications may be waived by the Company in cases of valid lateness of an employee beyond his/her control or illness or absence established to the satisfaction of the Company. An employee with seniority away from work because of proven illness, receiving W. S. I. B. benefits, because of a layoff, or any other approved absence shall be deemed to have worked his/her regularly scheduled working days before and after scheduled holidays listed above provided that the period during which any of these holidays falls and during which the employee is absent does not exceed thirty (30) working days. Any benefits received by an employee in such instances **from** a government source shall offset, dollar for dollar, any payments required under this clause.

18.03 For the purposes of payment for the holidays outlined in Article 18.01, employees will be paid their regular rate of pay (including shift premium) for the number of hours normally worked on that day as outlined in Article 14.

18.04 Where Canada Day falls upon a working day, the parties agree to substitute another working day for the holiday. The holiday will be observed within the week the holiday falls.

18.05 Day of Mourning : April 28th of each year shall be recognized as a safety awareness day, and the Company agrees to lower any flags on the property to a position of half **mast** and observe one minute of silence at approximately 11:00 a.m.

ARTICLE 19 - WAGES and PREMIUMS

19.01 Wages. The schedule of wage rates, Schedule "A" is attached hereto and forms part of this Agreement.

19.02 Shift Premiums. The Company agrees to pay employees on shift work the following premiums:

(a) second (2nd) shift :\$.40 per hour.
Effective Oct. 1, 2005, to be increased to \$.45/hr.
Effective Oct. 1, 2007, to be increased to \$.50/hr.

(b) third (3rd) shift:\$.60 per hour.
Effective Oct. 1, 2005, to be increased to \$.65/hr.
Effective Oct. 1, 2007, to be increased to \$.70/hr.

(c) Shift differentials will be included in the overtime calculation when overtime is worked.

19.03 Lead Hand Premium. The Company agrees to provide the following Lead Hand premium (which shall include Lead Hand/Maintenance on the 2nd or 3rd shift):

Fifty cents (\$0.50) above the classificationbook rate.

19.04 Tool Allowance. The Company will pay, on a reimbursement basis, a tool allowance of three hundred and fifty dollars (\$350) with receipts per contract year to maintenance and garage employees. This article shall apply to those employees required to supply their own tools.

19.05 Stationary Engineers shall receive a forty-one cent (\$0.41) increase for each module successfully completed in their progression from Class 3 to Class 2.

19.06 Employees mandated to work the shut-down period will receive their normal rates of pay according to their classifications. Employees who volunteer to work the shut-down period shall be paid according to the prevailing rate for whatever job they perform.

19.07 Any employee having an error **in** their pay shall receive the difference in their next pay cheque and if this error should exceed twenty dollars (\$ 20.00), the employee may request a cash advance to approximately cover the error.

19.08 Any employee whose employment has been terminated shall receive his final pay on the regular plant pay day for that period, such pay in this event to be picked **up** in the plant office, provided the employee notifies the Company in writing at least seven (7) days prior to such regular pay day. If no notification is received by the Company, such pay will be mailed to the employee's last address shown on the records of the Company.

ARTICLE 20 - TEMPORARY NSFERS

20.01 For the purposes of this Agreement, temporary transfers shall mean a transfer not exceeding twenty (20) working days unless mutually agreed upon by the Company and the Union to extend the length of the temporary position.

20.02 Any employee who, for the convenience of the Company, **is** temporarily transferred to another job for more than one (1) hour, shall be paid as follows:

(a) if the rate of pay for the job to which the employee is transferred is less than the rate of pay for the employee's regular job, the employee shall receive his/her own (higher) rate of pay;

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

20.03 An employee who, at his/her request, is temporarily transferred to another job, shall receive the rate for the job to which he/she is transferred. In cases where the temporary vacancy is of longer duration than two (2) days but less than fifteen (15) days, the Company will make every effort to train senior employees who have submitted a request for training in that position.

20.04 Any employee who is temporarily transferred during a period of curtailed production instead of being laid off, shall receive the rate for the job to which he/she is transferred.

ARTICLE 21 - VACATIONS

21.01 Every employee of the Company shall be entitled to, and may be required to take, an annual vacation of at least two (2) weeks during July and August. In the event the Company decides to shut down plant operation, in whole or in part, the Company will notify the employees to be affected of its decision by May 1st of the current year. Any vacation entitlement shall be taken at this time except as otherwise provided for in this Agreement.

Where an employee is entitled to a period of vacation longer than the annual shut down, the additional vacation may be taken at a time agreed upon by the Company and the employee. In the event of conflicting requests for vacation time, preference will be given to the most senior employee, providing his/her written request is received before May 15th.

21.02 Vacations will not be permitted to interrupt normal plant operations. The Union recognizes the right of the Company to stagger vacations for maintenance personnel.

21.03 The Company agrees to pay the following vacation pay allowances:

(a) to employees who have completed less than one (1) year of continuous service with the Company, a vacation allowance of four percent (**4%**) of their total wages and one (1) week vacation;

(b) to employees who have completed more than one (1) year of continuous service with the Company as of the employees anniversary date, a vacation allowance of **four** percent (**4%**) of their total yearly wages over the twelve (12) month period immediately preceding the anniversary date and two (2) weeks vacation;

(c) to employees who have completed more than seven (7) years of continuous service with the Company as **of** the employees anniversary date, a vacation allowance of six percent (**6%**) of their total yearly wages over the twelve (12) month period immediately preceding the anniversary date and three (3) weeks vacation; EFFECTIVE Oct. 1, 2004, change seven (7) years to five (**5**) years.

(d) to employees who have completed more than thirteen (**13**) years of continuous service with the Company as of the employees anniversary date, a vacation allowance of eight percent (**8%**) of their total yearly wages over the twelve (**12**) month period immediately preceding the anniversary date and four (4) weeks vacation. EFFECTIVE Oct. 1, 2004, change thirteen (13) years to ten (10) years.

(e) To employees who have completed more than twenty-five (25) years of continuous service with the Company as of the employees anniversary date, a vacation allowance of ten per-cent (10%) of their total yearly wages over the twelve (12) month period immediately preceding the anniversary date and five (5) weeks vacation.

21.04 The vacation pay allowance shall be paid on or about December 15th. The vacation pay allowance may be paid continuously during vacation or in the pay period prior to the start of a vacation period, upon request, provided the office has written notice prior to the beginning of the vacation period. In the event of an employee's death, all vacation moneys owing shall be paid to the employee's stated beneficiary.

21.05 If the day of observance of a statutory holiday as defined in Article 18 falls within the period of approved vacation of any employee, the employee shall be paid for such holiday, or his/her vacation may be extended one (1) day, upon the approval of the employee's supervisor.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Company shall make all reasonable provisions for the health and safety of its employees and all employees 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 health and safety of an employee is endangered, the matter shall be reported to the Company on forms which are to be provided. The Company agrees to promptly investigate the unsafe condition and report its findings to the Union within a reasonable period of time. If the Union believes the action taken by the Company does not remedy the unsafe condition, the matter may be taken through the Grievance Procedure.

22.02 Employees are required to use personal protective equipment and to observe the posted rules of the Company for the prevention of fire, prevention of accident and prevention of personal injury. Every employee using tools or tending machinery shall immediately report defects or breakages in such equipment to his/her Supervisor, who shall take such steps as are necessary to correct such defects or breakages. Failure to comply with the safety provisions of this Article will result in disciplinary action being taken in accordance with Article 24.

22.03 All employees are required to immediately report all accidents or injuries no matter how small, and regardless of whether or not first aid treatment is required, to their Supervisor. Failure to comply with the safety provisions of this Article will result in disciplinary action being taken in accordance with Article 24, and each incident to be duly recorded by the Supervisor. The Steward will be asked to sign the Accident Record Book to verify that the accident was recorded properly.

22.04 The Company will pay, on a reimbursement basis, fifty percent (50%) of the cost of C.S.A. approved work boots with a limit of two (2) pairs maximum per twelve (12) months to all employees who have completed their probationary period. If more than two pairs are required, the employee must turn in old boots. The Company will supply anti-fatigue insoles.

22.05 The Company may require a post-offer, pre-employment medical examination and drug test of any applicant. The Company may also require a physical examination and or drug test, of an employee for just cause, at any time, at the Company's expense. The employee will be compensated for any regular scheduled hours lost while attending such an examination.

22.06 The Company will determine and supply employees with safety apparel required to perform their jobs. Upon returning any safety apparel that has been damaged or worn out during regular duties, the employee shall receive new apparel from the Company at no cost.

(a) The Company will supply and cover the cost of work clothes for the following classifications; All Maintenance including Lubricator, Lathe Operator, Drag Saw, Glue Mixer and employees who are required to **mix** glue.

(b) The Company agrees to supply, store, and clean sufficient sizes of winterized coveralls for the Green End Maintenance employees for at work use.

ARTICLE 23 - BULLETIN BOARDS

23.01 The Company will provide bulletins boards in mutually satisfactory locations in the plant for the convenience of the Union in posting notices of union activity. All such notices must be submitted to the Company for approval before being posted.

ARTICLE 24 - DISCIPLINE

24.01 The Company may discipline an employee with seniority for any of the following reasons:

(a) absenteeism without prior permission, reasons satisfactory to the Company, and/or a medical certificate satisfactory to the Company which must **be** presented upon request of the Supervisor;

(b) lateness;

(c) improper and/or unacceptable work habits;

(d) infraction of Company rules, policies and regulations;

(e) infraction of safety rules.

24.02 In all cases of disciplinary measures, except offences that **may** warrant immediate discharge, the following procedure may be followed:

STEP 1 Verbal Warning: Record of this occurrence will be made in the employee's personnel file.

STEP 2 Written Warning: The second offence requiring disciplinary measures may warrant a written reprimand.

STEP 3 Written Warning and Suspension:
The third offence requiring disciplinary measures may warrant a written reprimand and a suspension from work up to three (3) working days without pay.

STEP 4 Dismissal: The fourth offense requiring disciplinary measures may warrant dismissal.

24.03 The Union shall be given copies of all reprimands.

(a) For the purposes of disciplinary action, any warnings on file shall be backed down (1) step after a period of six (6) calendar months worked by the employee from the date of the last reprimand.

24.04 Employees with seniority may be immediately discharged for any of the following reasons:

(a) the consumption of, or possession of, or being under the influence of intoxicating beverages and/or illegal drugs within the confines of the Company gates or on the job,

(b) theft;

(c) deliberate and/or negligent damage to Company property or property of any employee of the Company on Company premises;

(d) being absent for three (3) consecutive working days or more, or being absent for five (**5**) or more days in any one (1) month, without prior permission, reasons satisfactory to the Company, and/or a medical certificate satisfactory to the Company;

(e) the failure to wear prescribed and posted safety apparel and/or the continual abuse or disregard of the Occupational Health and Safety Act.

24.05 A steward shall be present at the time of discharge.

(a) In case of discharge of a regular employee, the employee shall be permitted to discuss the discharge with a shop steward before leaving the plant, if the employee *so* requests.

24.06 Grievances relating to discharges or disciplinary action must be presented at STEP 3 of the grievance procedure within three (3) working days from the date the cause of such grievances occurs.

24.07 Employees who have been discharged unjustly shall be reinstated in their former positions and shall receive retroactive payment as stipulated by an arbitrator if applicable, or as otherwise mutually agreed upon by the parties concerned.

ARTICLE 25 - HEALTH and RETIREMENT BENEFITS

25.01 The Company agrees to pay the premium costs for the following benefits (unless otherwise stated) as outlined in the benefit booklets.

(a) Life Insurance in the amount of \$30,000.00, Accidental Death and Dismemberment Insurance in the amount of \$30,000.00.

(b) Major Medical Coverage consisting of the difference between the hospital semi-private room rate and the ward rate.

(c) Vision Care Plan with a maximum of two hundred **(\$200.00)** dollars every two years for reimbursement of eligible amounts.

(d) Prescription Drug Plan consisting of a **drug** card with a four dollar (\$4.00) per prescription deductible.

(e) Dental Plan consisting of a basic Dental Plan with 100% coverage and no deductible. Employees shall pay 40% of the premium costs. EFFECTIVE Oct. 1, **2005**, the employees shall pay 30% of the premium costs.

25.02 The coverage outlined above will **be** administered in accordance with the terms and conditions established by the respective carrier.

25.03 EFAP. The Company agrees to join the Nipissing and Area Employee **and** Family Assistance Program.

25.04 Registered Retirement Savings Plan - The Company will deduct RRSP contributions of \$.30 per hour from employees' pay, and the Company will contribute \$0.30 per hour toward the RRSP. Hours shall mean;

- Actual hours worked
- Paid Holiday hours
- Paid Bereavement Leave hours
- Paid Jury Duty hours
- Leave of Absence hours as per Article 12.07

Effective October 1, 2004, both the Company and the employee contribution shall be increased to \$0.35.

Effective October 1, 2005, both the Company and the employee contribution shall be increased to \$0.40.

Effective October 1, 2006, both the Company and the employee contribution shall be increased to \$0.45.

Effective October 1, 2007, both the Company and the employee contribution shall be increased to \$0.50.

ARTICLE 26 - JURY DUTY

26.01 Upon completion of the probationary period, the company will pay employees who are required to perform jury service or subpoenaed as a witness, the difference between their regular hourly rate for the number of hours normally worked in their regular shift, and the payment received for jury service. Employees will present proof of service, and the amount of pay received.

26.02 Payment for jury duty will not be provided under the following conditions:

- (a) for Saturdays, Sundays and holidays;
- (b) during an employee's vacation if notice for jury duty is received during the vacation. If notice is received prior to the vacation, the Company shall reschedule the vacation time and grant jury duty pay according to the provisions of this Article;
- (c) during a lay-off;
- (d) for more than the number of hours regularly scheduled for the employee's job;
- (e) in the event that jury service on any one (1) day is one-half (1/2) day or less, employees will be required to devote the remainder of the day to their regular duties with the company;
- (f) for a period in excess of fifteen (15) days of jury service for any one (1) case.

ARTICLE 27 - NOTICES

27.01 Any notices required to be made to one party or the other shall be addressed as follows:

- (a) to the Company:
Operations Manager
Columbia Forest Products Ltd.
Rutherglen Division
Hwy 17 East
Rutherglen, Ontario P0H 2E0

 - (b) to the Union:
Local Service Rep.
46 Sherwood Dr.
Bracebridge, Ontario P1L 1K6
- with a copy to:
IWA-Canada
2088 Weston Road
Weston, Ontario
M9N 1X4

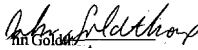
ARTICLE 28 - DURATION OF AGREEMENT

28.01 This Agreement shall be effective from October 1st, 2003, to September 30th, 2008, and thereafter from year to year unless not more than ninety (90) days written notice is given by either party that they wish to modify or amend this Agreement.

In Witness whereof each of the parties has caused this Agreement to be signed by duly authorized officers or representatives this 7th day of January, 2004.

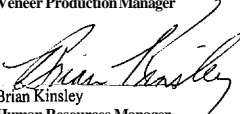
FOR THE COMPANY: **FOR THE UNION:**

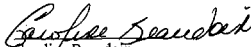

Mark Kelly
Operations Manager


John Golding
Local Union Representative


Dean Johnson
Veneer Production Manager


Martha Ulch, Chairperson
Union Negotiating Committee


Brian Kinsley
Human Resources Manager


Caroljé Beaudoin
Union Negotiating Committee


Les McLaren
Union Negotiating Committee


Roy Cameron
Union Negotiating Committee

SCHEDULE "A"

<u>LABOUR GRADE</u>	<u>CLASSIFICATION</u>	<u>WAGE RATES</u>				
		<u>Oct. 1, 2003</u>	<u>Oct. 1, 2004</u>	<u>Oct. 1, 2005</u>	<u>Oct. 1, 2006</u>	<u>Oct. 1, 2007</u>
12	Plant Electrician	28.53	29.39	30.27	31.39	32.55
11	Certified Construction & Maintenance Electrician	22.19	22.86	23.55	24.42	25.32
10	Certified Millwright Certified Electrician Stationary Engineer 2/c	20.88	21.51	22.16	22.98	23.83
9	Uncertified Electrician	18.87 - 19.56	19.44 - 20.15	0.02 - 20.75	20.76 - 21.52	11.53 - 22.32
8	Lathe Operator Millwright A Mobile Mechanic	17.44 - 18.70	17.96 - 19.26	8.50 - 19.84	19.18 - 20.57	19.89 - 21.33
7	Stationary Engineer 3/c	18.14	18.68	19.24	19.95	20.69
6	Knife Grinder Millwright B Quality Control Grader A	16.08 - 16.98	16.56 - 17.49	7.06 - 18.01	17.69 - 18.68	18.34 - 19.37
5	Clipper Oper. A Lead Hand Log Skaler Lubricator Marker Millwright Helper Mobile Equipment Operator Shipper	15.51	16.08	16.56	17.17	17.81

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4	Debarker Operator Drag Saw operator Blow M. 1 Grader B Jointer operator Matcher - Dry End Prematcher Reeler Operator Splicer Operator	15.32	15.78	16.25	16.85	17.47
3	Chipper/Hog Operator Chipper Operator C & E Crane Maker Dryer Feeder/Tailer Log Cleaner Matcher - Green End Plugging operator Scale operator Splicer Tailer Trimmer Operator Piler	14.99	15.44	15.90	16.49	17.10
2	Clean Up Hand Labourer Veneer Repair Piler	14.62	15.06	15.51	16.08	16.67
1	Students	11.90	12.26	12.63	13.10	13.58

NOTE: For those jobs having a "split rate", advancement from the entry rate to the top rate shall be based on acceptable performance of the individual after six months on the new job.

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November 20, 2003

Mark Kelly
Columbia Forest Products, Ltd
Highway 17 East
Rutherford, ON
POH 2E0

Re: Letter of Understanding

The parties to the Collective agreement have met and agreed that the language of articles 10.06 and 10.07 have been applied the same, and are meant to be interpreted as follows:

When an employee's job is affected by redundancy or lay-off, that employee will have the ability to bump the junior person **on** the shift of their choice, provided they have skill and ability in the job into which they would bump.

For the purposes of defining the shifts, the parties agree that the employer has the following shifts: Three regular operating shifts, plus the three staggered Cutting shifts.

Employees not included in these shifts will be included in the closest regular operating shift.

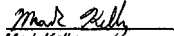
Bumping into Steam Plant, Maintenance or Garage requires a certified ticket and skill and ability."

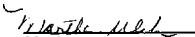
Signed this 20th day of November, 2003

For the Union:

For the Employer:


John Goldthorp


Mark Kelly


Martha Ulich

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