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# COLLECTIVE AGREEMENT

BETWEEN

**LECOURS LUMBER CO. LIMITED**

AND



**LOCAL  
1-2995  
IWA  
- CANADA**

September 1, 1995 to August 31, 1998

101 - 9 1996

08695(04)

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# **COLLECTIVE AGREEMENT**

## **BETWEEN**

**LECOURS LUMBER COMPANY LIMITED**  
**(hereinafter called the "Company")**

## **AND**

**I.W.A. CANADA LOCAL 1-2995**  
**(hereinafter called the "Union")**

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### **ARTICLE I - PURPOSE**

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

### **ARTICLE II - PERIOD**

2.01 The Company and the Union agree one with the other that they will abide by the Articles of this Agreement from September 1, 1995 to August 31, 1998,

inclusive and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other in writing at least sixty (60) days prior to August 31st of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

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

3.01(a) See Schedule "A" attached hereto.

3.01(b) See schedule "A" attached hereto

3.02 Supervisory personnel, which includes contractors whose employees are considered to be employees under this Agreement, shall not perform work which would normally be a function of an employee in the job classification covered by this Agreement, except when instructing employees and in case of emergency and also in cases of emergencies involving physical danger to employees or danger to property, and except in the form of casual assistance and spell-off at coffee break or lunch period.

3.03 It is agreed that the Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other trade Union.

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

4.01 The Wage Schedule (Schedule B) is attached hereto and forms part of *this* Agreement.

4.02 If, during the life of this Agreement, a significant change in job content occurs in any job classification listed in the attached Wage Schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach Agreement, the matter may be referred to Stage 3 of the Grievance Procedure.

4.03 **When** changes are to be made in operating methods, including major alterations in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least **thirty** (30) days advance notice in writing. During the ~~thirty~~ (30) day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union and discuss such changes. For the new job classifications, the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the Wage Schedule. Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes, shall commence without delay. After Agreement is reached, such rates shall become part of the attached Wage Schedule. In the event the parties do not reach Agreement on the rates for the new classifications ~~within~~ **within** thirty (30) days of the effective date of the change or alteration, the matter may be referred to Stage 3 of the Grievance Procedure. The thirty (30) day period may be extended by mutual consent of the parties. New rates when established shall be retroactive

to the date of establishment of the new classification.

## **ARTICLE V - UNION MEMBERSHIP**

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

5.02(a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union intending to suspend a member, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.

5.02(b) When hiring employees the Company will, after complying with Article XII of this Agreement, give preference to Union members who apply and are capable of doing the work required of them. If Union members are not available, the Company shall have the right to hire non-Union help until such time as Union members are available. The Company further agrees to advise the Union office from time to time of its labour requirements.

5.02 © New employees shall make application to join the Union when first approached to do so by a duly authorized Union Steward Official or Representative. The Company shall, upon hiring, advise all new employees by letter, with a copy to the Union Steward,

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

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

5.03 For each individual employee, who is a member of the Union or becomes a member, the Company will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

5.04 Remittance of all deductions shall be sent to the Local Union, said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names and amounts. The Company will endeavour to deliver these lists as soon as possible, but not later than the end of the following month. A copy of the list will be given by the Company to the Union Steward.

5.05 Representatives carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to this Agreement provided that such visits shall not interfere with the efficient operation of the plant. Credentials carried by the Union representatives shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union and shall be presented to a Company official upon arrival on the operations.

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

5.07 The Company will furnish a list of supervisory personnel to the Union Office and will amend such list as changes occur. Failure to advise the Union of such changes will not in any way affect the authority of employer's supervisors.

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

6.01 Vacation pay shall be paid to each employee by separate cheque to be issued at the time of termination of employment or at the time vacation is taken or at the option of *the* employee in cases of layoff when such are anticipated to exceed one (1) month.

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

6.02 **An** employee who has been continuously employed for one (1) year shall take vacation time off at a time or times satisfactory to the employee and the Company.

Duration and timing of summer vacation during the months of July and August will be determined by mutual agreement between the parties. The Company and the Union will discuss summer vacation at least one (1) month in advance subject to unforeseen circumstances.



Each 2% increment of vacation pay entitles an employee to one (1) week of time off. **An** employee who is entitled to vacation time off in excess of the duration of the vacation shutdown will be allowed to take such time off upon notice in writing to his supervisor at least ten (10) days in advance of said time off requested. In case too many employees should seek additional time off, thereby jeopardizing the efficiency of operations, time off will be scheduled in accordance with seniority.

6.03 Vacation with pay credits shall be paid on the following basis:

- a) 4% of **gross** earnings for employees who have less than 800 days seniority
- b) 6% of gross earnings for employees who have 800 days or more but less than 2,000 days seniority
- c) 8% of gross earnings for employees who have 2,000 days or more but less than 4,000 days seniority
- d) 10% of gross earnings for employees who have 4,000 days or more but less than 5,400 days seniority
- e) 12% of gross earnings for employees who have 5,400 days or more seniority
- f) SUPPLEMENTARY VACATION WITH PAY

a

Employees who have worked 5,000 days or more for the Company shall receive the following additional vacation with pay, in the calendaryear in which they attain:

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

6.04 For the purpose of this Article, Seniority will be acquired and maintained as defined in Article XII of this Agreement and the vacation year shall begin with the first pay of June each year.

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

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

7.01 Employees who have completed their probationary period shall be granted with pay the following holidays regardless of when they fall.

New Year's Day	Civic Holiday
January 2nd	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

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

In addition, employees who have accumulated one hundred and twenty (120) days seniority, will be **granted** one (1) floating holiday per year to be taken at a time satisfactory to the employee and his supervisor. If **an** employee has not taken his floating holiday by the end of December each year and has not signified his intention of taking it, such floating holiday will be scheduled by the Company before February 28 of each year.

Request for floaters are to be submitted in writing on forms supplied by the Company, three (3) working days in advance of the floater with the exception of emergency situations. Management will respond within twenty-four (24) hours of receiving the request. **An** employee who by reason of lay-off is prevented from taking his floating holiday shall receive pay in lieu of such holiday, during the current year.

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

7.03(I) An employee who is qualified under Article XII and who works any of the available work days within

the thirty (30) day period immediately prior to the holiday, is on authorized leave of absence when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence.

(ii) An employee who is qualified under Article XII and who ceases work due to layoff, during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday (s) within such thirty (30) day period.

(iii) An employee qualified under Article XII, who is obliged to cease work due to sickness ~~or~~ accident *certified* by a licenced practitioner during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday (s) within such thirty (30) day period.

7.03(a) If an employee who has established seniority in accordance with Article XII, is recalled and works any ~~time~~ during the twenty-one (21) calendar day period immediately following the holidays, he shall receive holiday pay for the preceding holiday.

7.04 A leave of absence shall be granted to an employee who has qualified under Article 12.02 and who must travel a long distance to be home for Christmas in which event such an employee will receive pay for the holiday (s), provided he returns to work on time as specified by the Company. Any request for such leave of absence must be made to the foreman by the end of the ~~first~~ week in December and permission will not be unreasonably withheld, provided that the employee's absence does not interfere with the efficiency of the

Company operations.

7.05 If an employee works on one of the above named holidays, he shall receive payment at time and one half for the hours actually worked by him in addition to receiving his holiday pay. Double time will be paid after eight (8) hours of work on a holiday.

7.06 An employee who qualifies under Section 12.02 and is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period. This does not apply in connection with a period of shutdown not related to a period of vacation entitlement under Article VI and specifically does not apply in connection with any shutdown between Christmas and New Year.

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

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

8.02 The Union shall arrange for the election from its working membership of a Union Grievance Committee of three (3) headed by a Union Steward who shall act as spokesman for that Committee. Immediately after an election, the Union Grievance Committee will notify the Company in writing as to the names of the Union Steward and the members of the Union Grievance

Committee elected and the Company will acknowledge in writing the receipt of such notice. The Company shall not be required to recognize either the Union Steward or the Union Grievance Committee until such time as **this** procedure is carried out.

The Union Steward and/or Grievance Committee **man** may be allowed time off during his working hours at a time acceptable to the Company in connection with Union/Company business, provided that it does not interfere with the efficient operation of the mill. The Company shall pay the Union Steward and/or Grievance Committee man at his regular or premium rate which may be proper for any time spent in connection with 8.02.

8.03 It is agreed that there shall be no discrimination exercised in any manner towards the Steward or Union Grievance Committee men.

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

8.05 Grievances as defined above may be taken in writing, by the employee or the Union Steward or the Union Representative, directly to the employee's immediate supervisor for adjustment outside working hours or during working hours if this does not interfere with the efficient operation of the plant. No grievance shall be recognized unless this procedure is followed.

No grievance shall be considered where the circumstances giving rise to it, or originated or came to the notice of an employee more than fifteen (15) days before the filing of the grievance. Any grievance submitted to the immediate supervisor, in accordance with this procedure, in writing, will be disposed of by the immediate supervisor, in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within two (2) working days, then,

Stage 2 - The matter shall be taken up by the Union Grievance Committee and/or Union Representative with the Superintendent or his Representative within four (4) working days, in writing, on forms to be supplied by the Union. The Superintendent or his Representative shall make a reply in writing within a further four (4) working days. Failing a satisfactory adjustment, then,

Stage 3 - The matter shall be taken up by the Officers of the Local Union and/or their Representative with the Manager of the Company or his Representative within fifteen (15) days. Failing a settlement within seven (7) days, then,

Stage 4 - Either party may, within the following fifteen (15) days, refer the matter to arbitration.

8.06 In arbitration, the Company and the Union shall each select one person: these two shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after written notice of the other party's nomination. The Arbitration Board's decision shall be final and binding

on both parties to this Agreement.

In the event of failure of the two (2) persons selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party.

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

8.08 Saturdays, Sundays, Statutory and Legal Holidays shall not be included in any time limits in this Article of the Agreement and time limits provided may be amended by mutual agreement of the parties.

8.09 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with in Writing by both parties and must be presented to the Company not later than fifteen (15) days after the discharge or suspension becomes effective. In cases of discharge or suspension by the Company, the Company will notify forthwith the employee and the Steward in writing of the reasons for such discharge or suspension. A grievance hereunder shall be lodged at Stage 2 of the grievance procedure.



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

8.11 If the Company has a grievance as defined in Article 8.04, it shall commence at Stage 3 of the Grievance Procedure by the Manager of the Company or his Representative presenting the matter in writing to the President of the Union or his Representative. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days, refer the matter to Arbitration.

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

## **ARTICLE IX - NO STRIKES - NO LOCKOUT**

9.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, it shall not cause, call or support any strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

## **ARTICLE X - WORK CONDITIONS**

10.01 It is agreed that the Company and Union shall co-operate collectively in improving safety and first aid

practices. The Company and the Union agree to set up and maintain a joint safety committee in the plant to promote safe working conditions and practices. There will be at least one (1) meeting of the Safety Committee every month. The Chairman of each meeting shall make a report in triplicate: copies going to the Company's office, the Union office and plant's bulletin board.

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

10.02 There shall be an adequate First Aid Station supplied and maintained by the Company at each plant. Such station to meet the standards of the Workmen's Compensation Act and the Provisions of the Industrial Safety Act.

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

Adequate First Aid kits shall be supplied and maintained by the Company at suitable locations throughout the operations.

Adequate transportation facilities and/or arrangements shall be provided by the Company for sick or injured employees.

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

10.03 In cold weather, the Company will provide an adequate number of car plug-ins for employees' cars.

10.04 The Company shall provide clean and heated inside water toilets and inside lunch room facilities at the sawmill and at the planing mill where there are employees covered by this Agreement.

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

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

The Company agrees to discuss with the joint safety committee ways and means of removing of dust on employee's clothing prior to shift end.

10.05 The Company agrees that it will provide free insurance coverage against loss by fire of tradesmen's tools normally required by tradesmen, to the full value of such tools, while on authorized Company property or work sites.

Upon proof of purchase, the Company shall pay \$300.00 per year as tool allowance to all trades person. This includes voltage tester.

**An** employee who causes a fire willfully, or through carelessness, will not be reimbursed for any resultant loss. In order to receive this coverage, tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

The Company agrees that it will provide coverage for theft or damage of tradesmen's tool chests and its content while on Company property, providing tradesmen supply itemized list of tools to Company.

10.06 Employees will be paid by cheque every second Thursday with a maximum of one (1) week hold back.

A time and earnings statement will be provided to each employee for each pay period. This statement will carry complete details of rates of pay, time worked, earnings, accrued vacation pay and deductions covering the period.

The Company shall include on each employee's income tax (T-4) slip, the amount of Union dues deducted in the calendar year.

10.07 The Company agrees that it will furnish on loan all non personal safety apparel required. Employees will pay for personal safety apparel such as shoes, pants, etc. The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company **and** the Union or is mandatory under Government legislation.

The Company agrees to sell to employees safety boots at thirty dollars (\$30.00) below invoice price to the Company.

Employees in classifications identified with an **asterisk** (\*) in the Wage Schedule, will be supplied suitable gloves and/or mitts as required free of charge on a replacement basis.

Raincoats, welding gloves and leather aprons will be loaned by the Company to employees using same in the execution of their work.

The Company will supply mechanics, welders, machinists, millwrights, and electricians suitable coveralls and provide for the laundering of same. Coveralls will be available to other employees if and when they perform maintenance or duty work.

10.08 There shall be no preferred rates or bonuses paid in money or in kind during the term of this Agreement unless agrees to by the Company and the Union.

10.09 Transportation (Bus from Hearst)

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

Bus drivers to be paid 1 ½ hrs per day at time and one half.

### Transportation (Bus in Calstock)

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

The transportation service will take the above-mentioned employees to and from work and will run for the normal sawmill and planer shifts. Drivers to be paid as per present practice.

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

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

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

11.01 The following paragraphs are to define the hours of work and shall not be construed as a guarantee of work per day or per week unless otherwise specified.

11.02 The work week shall consist of forty (40) hours, composed of five (5) eight (8) hour days, Monday

to Friday inclusive. Employees may be required to work in excess of their regular day, or shift, or week. Except in cases of emergency, or where specific overtime work arrangements have been mutually agreed to between the Company and the Union, an employee will upon his reasonable request, be excused from working overtime.

11.03(a) For the purpose of this Agreement, a Saturday, Sunday, or holiday shall begin at 7:00 a.m. of that day and end at 7:00 a.m. of the following day.

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

11.03 © Unless otherwise agreed, when operations are on two shifts, the first shift shall consist of eight (8) consecutive hours between the hours of 8:00 a.m. to 5:00 p.m., mealtime excepted, and the second shift shall consist of eight (8) consecutive hours, mealtime excepted, between the hours of 7:00 p.m. and 4:00 a.m.

11.03(d) The hours of work shall be posted on Friday for the following week. The starting and stopping times will remain constant and fixed during the weekly period for which the schedule was posted.

An employee's scheduled shift may be changed at the Company's request provided he/she is paid one and one half times his/her regular rate for the first shift worked after the change. When the employee reverts to his/her original shift, he/she shall be paid at his/her regular straight time rate, provided there is a break of

at least eight (8) hours between the shifts worked

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

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

Dec. 18/95

1st shift	<b>NIL</b>
2nd shift	.53 cents
3rd shift	.56 cents

11.05 Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturday, and all hours worked by an employee outside his scheduled shift, shall be paid for at the rate of time and one half the employee's regular hourly rate. All hours worked on a Sunday shall be paid for at the rate of double the employee's regular hourly rate. Overtime work required shall be distributed on as equal a basis as possible among the employees who normally perform the work in the classification requiring overtime. Overtime premiums shall not be paid for more than once for any hour worked and there shall be no pyramiding of overtime.

11.06 There shall be a fifteen (15) minute coffee break at the mid point of each half shift, however, the coffee break may be advanced or delayed by fifteen (15) minutes when so required by the Company.



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

11.07 Employees in classifications identified (+ 1 hr.) and (+ ½ hr.) in the Wage Schedule who are normally required to do maintenance and/or clean up work are required to continue doing such work and will be paid for nine or eight and one half hours work respectively per day or shift at the straight time rate Monday to Friday inclusive. Such additional hour or half hour will be consecutive to the regular working hours.

All time worked in excess of the hours specified herein will be paid at the rate of time and one half.

It is understood that when the regular employee in any of the aforementioned classifications does not carry out all or a portion of the required maintenance and/or clean up work, that the extra pay will be given to the employee actually carrying out such said work, unless it is performed by an employee as part of his normal duties during his scheduled eight (8) hour shift.

11.08(a) If an employee, who has completed his normal scheduled work week, is required for work on Saturday or Sunday, such overtime shall be posted on the preceding Thursday unless the requirements for such overtime work were unpredictable.

11.08(b) If an employee is available for posted overtime work at the scheduled starting time and is unable to commence the said posted overtime work for reasons

beyond his control, then he shall be provided with four (4) hours of work and will be paid therefore at the applicable overtime rate.

To be paid herein, an employee must remain available for the four (4) hour period **and** accept any work assigned to him provided he is adequately dressed weathervise to perform such said work.

11.09      **If** an employee who reports for work and/or is available for work and is unable to commence work or is unable to work the full day or shift for reasons beyond his control, he shall be paid for a minimum of eight (8) hours. To qualify for the above, an employee must remain on the job until told by the foreman that he may leave and must accept other than his normal work if it is offered, provided the employee is adequately dressed weathervise to perform such work.

11.10      **An** employee, who is called out for work after completing his day or shift, shall receive time and one half for the hours worked but in no case shall he receive less than four (4) hours pay at the straight time rate.

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

## **ARTICLE XII - SENIORITY**

12.01      Effective September 1, 1981, the provisions

set out hereunder in compliance with the Letter of Understanding of March 9th, 1982, shall come into full force and remain in effect.

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

Seniority for the purpose of this Agreement shall mean, all days worked, and working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist or chiropractor plus total number of days on vacation, holidays with pay, jury duty, bereavement leave and Company approved off the job training in any calendar year.

Overtime work is not to be regarded as accumulative seniority time.

It is agreed and understood that an employee's seniority will be cancelled if there should be conclusive evidence that he would have been capable of performing his regular work while absent for medical reasons or that he worked elsewhere while on authorized leave of absence. An employee who is required by the Union to be absent from work for Union business will be granted leave of absence provided he returns to work on completion of the scheduled Union business.

12.02 Employment of any new employee shall be considered as probationary until he has worked thirty (30) days in one period of employment except in cases

of lay-off. Seniority of new employees shall be established at the end of this period and shall be effective from the date of employment.

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

12.03(b)(I) If, as a result of a lay-off or for any other reason, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference provided they have the **skill**, efficiency and ability to meet, or to be trained to meet the job requirements. Employees, who require training, will be allowed five (5) working days to qualify or such further period of time as may be mutually agreed to by the parties.

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

12.03© When the date of recall is known at the time of lay-off, employees leaving will be informed accordingly. In all other cases, notice in writing will be made to an employee at his given address, with a copy to the Union office, at least ten (10) days before he is required

to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified unless other arrangements have been made in writing.

12.03(d) It shall be the duty of each employee to notify the Company of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

12.04 Any employee who is temporarily transferred for a period of one (1) working day or more to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed, as follows:

- a) If the rate of pay for the job to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate.
- b) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate for the job to which he is temporarily transferred.

12.05 A permanent vacancy is defined as a vacancy of fifteen (15) working days, or more. When a permanent vacancy occurs, immediate notice thereof will be posted on the bulletin boards for a period of five (5) working days. During this said five (5) working day period, the Company may make a temporary appointment to such permanent vacant position. In all cases of posting permanent vacancies, openings arising from the posting

of the **original** vacancy will be posted until and including the first base rated job.

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

Employees will not be considered for such vacant position unless they apply in writing during the five (5) day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant.

The permanent vacancy will be filled by the senior applicant provided he has the necessary skill, ability and efficiency to meet or to be trained to meet the job requirements. **An** employee accepting the posted job shall be allowed five (5) working days in which to qualify or any further time as may be mutually agreed to. Failure of **an** employee to qualify shall entitle him to return to his former job. Nothing herein shall prevent the Company from hiring persons outside the bargaining unit when no qualified employee applies.

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

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

vacancy will be considered and posted as "Temporary" in which case the employee whose position has been dealt with as a "temporary" vacancy is entitled upon his return to resume his former position, provided he is capable of performing its requirements.

"Temporary Vacancies"

It is agreed, however, that temporary vacancies caused by an employee's absence due to disability, sickness, injury or authorized leave of absence, for a period of less than ten (10) working days, may be filled by temporary appointments and such appointments shall be made according to seniority, amongst the qualified employees.

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

12.06 The Company agrees to submit to the Union office by April 30th of each year, an alphabetical list in duplicate, of employees covered by the Agreement, showing their hiring date following their last break in seniority and Company seniority in days as specified in Article 12.01 as at March 31st of the same year. The list will show, in addition, each employee's occupation and address.

12.07 A seniority list shall be prepared and posted every month on the bulletin boards showing the accumulated seniority of each employee.

12.08(a) An employee shall retain his seniority for thirty-six (36) months during lay-offs.

12.08(b) **An** employee shall lose all seniority if he:

I) Voluntarily quits his employment or is discharged and not reinstated through the grievance procedure or Arbitration, or

ii) Fails to report for work following recall as provided in Article 12.03© or fails to return to work upon the termination of **an** authorized leave of absence on the date specified unless, in either case, his return to work on time is prevented by circumstances beyond his control and he has taken the necessary steps to advise the foreman.

12.08(c) **An** employee, who has been absent due to sickness or injury and who intends to return to work, must advise the Company of such intention one (1) week prior to returning to work, if absent for thirty (30) working days or more **and** one (1) working day prior to returning to work, if absent for less than thirty (30) working days.

12.08(d) **An** employee, who reasonably anticipates not to be able to report for work at his regularly scheduled starting time, must advise his foreman at the earliest possible time but at least two (2) hours prior to the starting of his regularly scheduled shift.

12.09 See Schedule "A" attached hereto

12.10 When jobs are discontinued due to the introduction of new methods and equipment or permanent reduction of operation, affected employees shall be offered and if necessary trained for alternative employ-



ment in accordance with the provisions of this Article to meet the Company's employment requirements. Employees who require training will be allowed five (5) working days to **qualify** or such further period of time as may be mutually agreed to by the parties. It is understood this does not apply to seasonal lay-offs.

12.11 **An** employee with three (3) or more years of continuous service for whom no job is available can upon termination elect to receive a severance allowance of one (1) week's pay for each year of employment during his last period of continuous services (up to the date of termination) computed on the basis of forty (40) straight time hours at the employee's regular rate. The maximum severance allowance payable being thirty (30) weeks. It is understood that an employee who chooses to receive his severance allowance will be terminated from his employment waiving his recall rights pursuant to this Agreement.

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

13.01 The Company agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Company for such purposes. It is agreed, however, that before posting such notices must first be approved in writing by the General Manager or a person designated by him.

### **ARTICLE XIV - JURY DUTY**

14.01 In the case of **an** employee who is called for

jury service or subpoenaed as a witness (except for arbitrations), the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate and the payment he received for jury service. The employee will present proof of service and of pay received therefore when making his claim for such allowance. An employee who is called for jury service or is subpoenaed as a witness, must notify the Company immediately.

### **ARTICLE XV - HEALTH AND WELFARE**

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

The terms "actively employed" mean so long as an employee retains his status of employee with the Company and he is not laid-off or terminated (ex: quit, or discharged and not reinstated).

i) A group life insurance benefit in the amount of \$37,000. and an accidental death and dismemberment benefit for up to a maximum of \$37,000.

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

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

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

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

vi) DENTAL CARE PLAN

The Company will maintain a Dental Care Plan with participation compulsory for all employees on the following basis:

I) ELIGIBILITY

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

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to lay-off or leave of absence, but in no case beyond the end of the month following the month in which such absence commences.

ii) PLAN DESIGN

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

Services and benefits as provided in Blue Cross Rider No. 2, 50%. The Plan also provides for the application of 1994 O.D.A. Schedule of Fees. Effective Sept. 1, 1996, the Plan will provide for the 1995 O.D.A. Schedule of Fees. Effective September 1, 1997, 1996 O.D.A. Schedule of Fees.

Maximum of \$1,000. per calendar year per person.

The Company agrees to provide the Union with a copy of Rules and Regulations relating to the Plan.

ii) ADMINISTRATION

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

iv) PREMIUMS

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

v) INTEGRATION

The plan will not provide like benefits where

such are currently being provided by Federal or Provincial Legislation.

If during the life of this Agreement, Federal or Provincial Governments shall introduce legislation to provide benefits already covered by this Plan, the Plan shall be amended so as to eliminate said benefits.

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

- a) Life Insurance
- b) Drug Plan
- c) Extended Health Plan
- d) Semi-private
- e) Dental Care Plan

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

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

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

employee.

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

All costs of medical reports requested by the Company or the Insurance Carrier will be paid by the Company.

The Company also agrees that an employee shall be paid at the regular rate for the balance of his shift lost because of **injury** while at work. It is also understood that where an employee is unable to return to work, he will be required to show proof to qualify for the above.

#### DISPUTED W.C.B. CLAIM

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

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

in Appendix "B".

15.05 Effective March 6, 1990, the Company shall institute and pay the premium cost of a Vision Care Plan, 80/24 equivalent to Blue Cross, covering all employees who are actively employed and their dependents. Effective January 18, 1996 increase to \$90/24 and Effective September 1, 1996 increase to \$125/24.

APPENDIX "A"Weekly Indemnity

Re: Article 15.03

1. DEFINITIONS

In this Plan, unless otherwise specifically provided,

- a) "Accident" is a bodily injury caused by external violent means;
- b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this Plan;
- c) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Lecours Lumber Company Limited and Local 1-2995, of the I.W.A. CANADA;
- d) "Insurer" means the Insurance Company or Carrier appointed by the Company;
- e) "Plan" means the Weekly Indemnity Plan;
- f) "Company" means Lecours Lumber Company Limited;



- g) "Weekly Earnings" means, in the case of a day or shift worker, 40 hours x his regular rate;
- h) "Medical Practitioner" means registered physician or surgeon, registered dentist or registered chiropractor.

## 2. PARTICIPATION

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

## 3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1(g) immediately preceding the date of disability, for a maximum of \$500.00 weekly. Effective September 1, 1996 increase to \$510.00 weekly. Effective September 1, 1997 increase to \$525.00 weekly. The weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act 1971 and its regulations as amended.

## 4. ELIGIBILITY FOR PAYMENT

- a) (I) Except in the case of a disability arising out of an accident, an employee shall be

eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after three (3) continuous days from the commencement of the disability.

(ii) In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a **period** not exceeding 52 weeks for any one accident, commencing from the date of the accident.

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

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

- e) **An** employee shall be considered **as** eligible to submit a claim for benefit, if he is requested to return to work within seven calendar days after the date of lay-off and is unable to return to work because of disability. Disability will be considered **as** starting from the date he is required to return to work.
- f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of:

(1) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

(ii) Disability or loss (1) while the protected person is on or could be placed on Pregnancy/Maternity Leave, or (2) if a protected person fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/Maternity Leave that the protected person could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or

(iii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or

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

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

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

(vii) For a period of disability in excess of four (4) weeks where treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or

(viii) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of treatment by a Specialist in the care and treatment of

alcoholism and/or drug addiction, or unless the employee is undergoing ~~regular~~ rehabilitative treatment approved by the insurer and a physician.

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

## 5. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first ~~three~~ days of disability. In the event

that the employee is not certified within the first ~~three~~ days, disability will be considered ~~as Starting~~ two complete days prior to the day that the employee is actually certified by a medical practitioner.

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

6. MISCELLANEOUS PROVISIONS

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

NOTE

- a) A claim for weekly indemnity benefits must be supported by a certificate from a physician, dentist or licensed chiropractor.
- b) It is further understood that the Company and the Union will co-operate fully and in every reasonable respect to ensure that all claims for benefits herein are legitimate.
- c) Provided that the required and necessary medical information and documentation in regard to a proper and legitimate weekly indemnity claim has been provided to the Company promptly, then payments in regard to the said weekly indemnity claim will be made on a bi-weekly basis and in cases of disability of less ~~than~~ two (2) weeks duration, will be made as soon as the amount is ascertained.
- d) Subject to Article 15.03, it is understood that ~~an~~ employee is entitled to weekly indemnity benefits for non-compensable injury or illness when unable to perform his regular duties and if the Company is unable to offer him alternative suitable employment.
- e) It is understood that the employee will accept alternative suitable employment if it is available and offered. If an employee voluntarily accepts employment with another employer, the employee will not be eligible

for weekly indemnity benefits

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

7. PHYSICAL EXAMINATIONS

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

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

8. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability following which the Company will issue the necessary initial claim forms to him.
- b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim to the insurer as its agent for further processing.
- c) The Company will meet with representatives



of the Union from time to time, for purposes of **discussing** the administration **of** the Plan and any problems which may arise.

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

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

APPENDIX "B"LONG TERM DISABILITY BENEFIT PLANLECOURS LUMBER COMPANY LIMITEDRE: ARTICLE 15.04

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

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

1 ELIGIBILITY

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

2. EFFECTIVE DATE OF COVERAGE

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

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

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

3. QUALIFYING PERIOD

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

4. DEFINITION OF DISABILITY

Long Term Disability Insurance  
(Insurance person only)

"Disabled" and "Disability" mean:

- a) Until the individual has received Disability Income Benefit payments as a result of the disability for 24 months, the complete inability of **the** individual due to injury, disease, pregnancy or mental disorder to perform any and every duty pertaining to his occupation, and
- b) After the individual has received Disability Income Benefit payment as a result of the disability for 24 months, the complete inability of the individual due to injury,

disease, pregnancy or mental disorder to engage in any and every gainful occupation for which he is reasonably fitted by education, training or experience. However, an individual will be deemed to cease to be disabled if he engages in any gainful occupation except as provided in the Rehabilitation section.

5. AMOUNT OF BENEFIT

- a) The disability benefit shall be 50% of monthly earnings as defined in (5 b), up to a maximum of \$1,550.00 per month. Effective Jan. 18, 1996, increase the maximum to \$1,600.00 per month. Effective Sept. 1, 1997 increase the maximum to \$1,650.00 per month.
- b) "Monthly Earnings" means, in the case of a day of shift worker, 173 x his regular hourly rate.
- c) "Hourly Rate" means, the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or shift bonus.
- d) The benefits payable under this Plan are reduced by any primary disability payments made under the Canada Pension Plan/Quebec Pension Plan, or any Company Group Disability Income Plan. Benefits are not affected by ~~W.C.B.~~ pensions, W.C.B. Disability

Pensions, or by any insurance policies he may have purchased himself.

- e) Employees will continue getting the Group Life Insurance coverage while receiving Long Term Disability benefits.

6. DURATION OF BENEFIT

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

7. TERMINATION OF BENEFITS

Benefits shall cease upon the occurrence of any one of the following:

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

- b) On exhaustion of the benefit period, or
- c) Up to normal retirement age, or
- d) on death

8. EXCLUSION

- a) *An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.*
- b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:

i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

ii) An injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or

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

iv) Disability for which the employee is not under the treatment of a physician, or

v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular

rehabilitative treatment approved by the insurer and a licensed physician.

vi) Disability or loss (1) while the employee is on, or could be placed on Pregnancy/Maternity Leave, or (2) if employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements during the period of Pregnancy/Maternity Leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant Provincial Statutes.

## 9. REHABILITATION

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

## 10. PHYSICAL EXAMINATIONS

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

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

### **ARTICLE XVI - BEREAVEMENT PAY**

16.01 When death occurs to a member of an employee's immediate family, that is, an employee's mother-in-law, father-in-law, brother, sister, grandparents, son-in-law and daughter-in-law, the employee who has accrued seniority in accordance with Article XII, will be granted leave and shall be paid for eight (8) hours at his regular straight time rate for time lost up to a maximum of three (3) days. Five (5) days leave with pay ~~will~~ be provided on death of an employee's spouse, children, mother and father.

Any claim for bereavement pay must be submitted by the employee to the Company, in writing, along with proof of bereavement in the employee's immediate family.

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

### **ARTICLE XVII - PENSION PLAN**

The Company agrees to provide a Pension Plan to be effective September 1, 1988.



This Pension Plan will be in the form of three (3) equal units totalling to \$180.00 per month of defined contribution to be deposited with a Trustee to the credit of individual pension account under the Plan. The Company will be responsible for **and** pay **the** cost of administering the Plan.

The Company shall contribute \$60.00 to each member's account each month, or within thirty (30) days after the end of each month, in which a member who has not attained age 65 is entitled to receive pay for time worked or is on

- a) Weekly Indemnity
- b) The first twelve (12) months of benefits under the Worker's Compensation Act (Ontario)
- c) Vacation; or
- d) Jury Duty, bereavement leave, maternity leave, apprenticeship leave or other leave authorized by the Company.

For an employee who is eligible, the Company shall contribute an additional \$60.00 to a member's account each month or within thirty (30) days after the end of each month, in which the member contributes the sum of \$60.00 to the member's account in accordance with Section 3.04 of the Pension Plan for employees (Sawmill Agreement) of Lecours Lumber Company Limited. Employees will join this Plan after completing two-hundred (200) days of work.

\*Effective September 1, 1996, each unit shall be increased to \$65.00.

A pension advisory committee will be established with equal representation from both the Company and the Union to review the present pension plan. It is understood that this committee will not create additional administrative burden. Furthermore, a common carrier will continue to be maintained amongst the Hearst Lumbermen Association members.

### **ARTICLE XVIII PAID EDUCATIONAL LEAVE**

The Company agrees to pay fifteen (15) days for education leave at the employee's regular rate to be used during the term of this Collective Agreement at the Union's discretion.

### **METRIC TOOLS:**

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

### **PRINTING OF COLLECTIVE AGREEMENT**

The Company agrees to pay ~~the~~ full cost and have sufficient amount of books printed within three (3) months of ratification.

It is understood that both languages French and English will be covered under a **single** book. The Union will assume responsibility to make the necessary changes into the Agreement.

SIGNED AT CALSTOCK, ONTARIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Jules Fournier

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Donald Blier

\_\_\_\_\_  
Damien Roy

\_\_\_\_\_  
Benoit Lecours

\_\_\_\_\_  
Ronald Martin

\_\_\_\_\_  
Roger Lecours

\_\_\_\_\_  
Guy Plourde

LECOURS LUMBER COMPANY LIMITEDSCHEDULE "A"1. RE: ARTICLE 3.01(A)

The Company recognizes the Union as the sole Collective bargaining agency for all of its employees working at and out of its Sawmill and Planing Mill Operations at Calstock, Ontario, save and except foremen, persons above the rank of foreman and office and sales staff. It is understood and agreed that the recognition and jurisdiction in this Collective Agreement does not cover any person involved in the Company's hauling and/or bush operations except those garage employees who may work on equipment associated with the hauling and/or bush operations. "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth above and as set out in the Wage Schedule attached to an forming part of this Agreement, including those persons who are employed on job classifications which may be established and become part of the attached Wage Schedule during the term of this Agreement.

2. RE: ARTICLE 3.01(B)

The employees of contractors engaged by the Company at and out of this Sawmill, Planing Mill and Garage Operations shall be considered employees within the terms of this Agreement, save and except the employees of contractors and/or the contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such

contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement with a Union of Unions affiliated with a central labour body covering such work.

3. RE: ARTICLE 5.02(B)

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

4. ARTICLE 6.02

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

5. ARTICLES 12.01(B) AND 12.01©

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

as a condition to the granting of such leave of absence.

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

6. RE: WATCHMEN

Regardless of the provisions of Article XI (Hours of Work), it is agreed and understood that employees classified as watchmen may be scheduled to work up to twelve (12) hours per shift for a total of forty-four (44) hours per week with time and one-half (1 ½) the regular hourly rate being paid after forty-four (44) hours per week.

7. RE: ARTICLE 10.02

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

8. RE: ARTICLE 12.09

An employee who has accrued seniority and is then promoted to foreman shall accrue seniority for a period

not exceeding thirty (30) days and shall retain such accrued seniority for a period not exceeding twelve (12) months unless otherwise mutually agreed to.

An employee who has accrued seniority and is then employed by the Union, shall continue to accrue seniority for a period not exceeding thirty (30) days and retain such accrued seniority for a period not exceeding twelve (12) months, unless otherwise mutually agreed to.

9. RE: ARTICLE XV - HEALTH AND WELFARE

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

10. RE: ARTICLE XII - SENIORITY

For shutdowns not exceeding two (2) weeks, employees of each plant (Planers and Sawmill) will not be allowed to use their seniority status to displace employees of the other plants.

11. RE: SCHEDULING ON SATURDAYS

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

12 RE: LOGS AND SAWDUST TRUCK

Licenses are required to drive on Company property.



**SCHEDULE 'B'**  
**WAGE SCHEDULE AND CLASSIFICATIONS**

<b><u>SAWMILL</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/95</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/96</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/97</u></b>
Barko Operator Model 140 (+1 hour)	\$ 18.08	\$ 18.62	\$ 19.18
Barko Operator Model 160 (+ 1 hour)	\$ 18.08	\$ 18.62	\$ 19.18
Barko Operator Model 250 (+ 1 hour)	\$ 18.41	\$ 18.96	\$ 19.53
Chipcar Attendant	\$ 16.80	\$ 17.30	\$ 17.82
* Chipper Operator (+1 hour)	\$ 17.44	\$ 17.96	\$ 18.50
Chipper Operator (when grinding knives) (+ 1 hour)	\$ 17.77	\$ 18.30	\$ 18.85
Chipper Canter Feeder (+1 hour)	\$ 17.80	\$ 18.33	\$ 18.88
Crane in Yard	\$ 18.36	\$ 18.91	\$ 19.48
Debarker Slasher Operator (+ 1 hour)	\$ 17.72	\$ 18.25	\$ 18.80
*DoubleLine Bar Feeder (+ 1 hour)	\$ 17.80	\$ 18.33	\$ 18.88
Edger Band Clear	\$ 16.80	\$ 17.30	\$ 17.82

**SAWMILL(contd)**

	<b><u>EFFECTIVE</u></b>			
	<b><u>SEPT 1/95</u></b>	<b><u>DEC. 18/95</u></b>	<b><u>SEPT.1/96</u></b>	<b><u>SEPT.1/97</u></b>
* Edger Band Feeder (+ 1 hour)	\$ 17.80		\$ 18.33	\$ 18.88
*** Edger Operator	\$ 17.57		\$ 18.10	\$ 18.64
** Green Chain	\$ 16.80		\$ 17.30	\$ 17.82
** Horizontal Band Saw Feeder (+ 1 hour)	\$ 17.75		\$ 18.28	\$ 18.83
Horizontal Band Clear - No. 1	\$ 16.94		\$ 17.45	\$ 17.97
Horizontal Band Clear - No. 2	\$ 16.80		\$ 17.30	\$ 17.82
* Log Band Clear	\$ 16.80		\$ 17.30	\$ 17.82
Log Band Sawyer (+ 1 hour)	\$ 17.80		\$ 18.33	\$ 18.88
Log Infeed Cleaner	\$ 17.51		\$ 18.04	\$ 18.58
Morbark, Twin Band Clear	\$ 17.21		\$ 17.73	\$ 18.26
Log Sorter Deck (Main Line)	\$ 16.94		\$ 17.45	\$ 17.97
Log Sorter Deck (Canter Line)	\$ 16.93		\$ 17.44	\$ 17.96

**SAWMILL (contd)****EFFECTIVE**

	<b><u>SEPT 1/95</u></b>	<b><u>DEC. 18/95</u></b>	<b><u>SEPT.1/96</u></b>	<b><u>SEPT.1/97</u></b>
*** Lumber Return	\$ 16.94		\$ 17.45	\$ 17.97
** 1st Saw Trimmer	\$ 17.35		\$ 17.87	\$ 18.41
*** 2nd Saw Trimmer	\$ 17.44		\$ 17.96	\$ 18.50
Millwright Helper	\$ 17.28		\$ 17.80	\$ 18.33
Millwright IV	\$ 17.80		\$ 18.33	\$ 18.88
Millwright III	\$ 18.07		\$ 18.61	\$ 19.17
Millwright II	\$ 18.51		\$ 19.07	\$ 19.64
Millwright I	\$ 19.12		\$ 19.69	\$ 20.28
Millwright A	\$ 19.66		\$ 20.25	\$ 20.86
Millwright Lead (+ 1 hour)	\$ 20.00		\$ 20.60	\$ 21.22
Pettibone Operator	\$ 17.80		\$ 18.33	\$ 18.88
Or 966 Operator	\$ 17.57		\$ 18.10	\$ 18.64
Pond	\$ 16.80	\$ 16.95	\$ 17.46	\$ 17.98
Rough Lumber Grader	\$ 17.08		\$ 17.59	\$ 18.10
Sawdust Truck	\$ 17.03		\$ 17.54	\$ 18.07

	<u>EFFECTIVE</u> <u>SEPT.1/95</u>	<u>EFFECTIVE</u> <u>SEPT.1/96</u>	<u>EFFECTIVE</u> <u>SEPT.1/97</u>
Sawmill Cleaner	\$ 16.80	\$ 17.30	\$ 17.82
Stickers	\$ 16.80	\$ 17.30	\$ 17.82
** Spareman	\$ 17.63	\$ 18.16	\$ 18.70
*Lumber Unscrambler - Loader #1	\$ 16.80	\$ 17.30	\$ 17.82
*Lumber Unscrambler - Loader #2	\$ 16.80	\$ 17.30	\$ 17.82
Lumber Bay <del>Attendant</del>	\$ 16.94	\$ 17.45	\$ 17.97
**Lumber Stackers	\$ 17.36	\$ 17.88	\$ 18.42
** Lumber Stickers	\$ 16.80	\$ 17.30	\$ 17.82

**PLANER**

Tray Deck Operator	\$ 16.80	\$ 17.30	\$ 17.82
Automatic Stacker & Car Man	\$ 17.08	\$ 17.59	\$ 18.12
B.H. Car Strapping & Spare	\$ 17.08	\$ 17.59	\$ 18.12

<b><u>PLANER</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/95</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/96</u></b>	<b><u>EFFECTIVE</u></b> <b><u>SEPT.1/97</u></b>
Carry Lift Operator	\$ 17.80	\$ 18.33	\$ 18.88
Clark Operator	\$ 16.94	\$ 17.45	\$ 17.97
**Dressed Lumber Grader & Stamper (licensed)	\$ 18.35	\$ 18.90	\$ 19.47
Lumber Press Operator	\$ 16.94	\$ 17.45	\$ 17.97
Lumber Unloader	\$ 16.80	\$ 17.30	\$ 17.82
Millwright IV	\$ 17.80	\$ 18.33	\$ 18.88
Millwright III	\$ 18.07	\$ 18.61	\$ 19.17
Millwright II	\$ 18.51	\$ 19.07	\$ 19.64
Millwright I	\$ 19.12	\$ 19.69	\$ 20.28
Millwright A	\$ 19.66	\$ 20.25	\$ 20.86
Piling Rejects from Planer	\$ 16.80	\$ 17.30	\$ 17.82
*** Planer Feeder	\$ 17.08	\$ 17.59	\$ 18.12
* Resaw Feeder	\$ 16.80	\$ 17.30	\$ 17.82

<u>PLANER</u>	<u>E</u> <u>SEPT.1/95</u>	<u>EFFECTIVE</u> <u>SEPT.1/96</u>	<u>EFFECTIVE</u> <u>SEPT.1/97</u>
Salem Trimmer Operator & Grader	\$ 17.57	\$ 18.10*	\$ 18.64
Stamper (Unlicensed)	\$ 16.80	\$ 17.30	\$ 17.82
* Stickers	\$ 16.80	\$ 17.30	\$ 17.82
Dry Kiln Attendant	\$ 16.80	\$ 17.30	\$ 17.82
<b>Bundling</b> & Strapping	\$ 16.80	\$ 17.30	\$ 17.82
Spareman	\$ 17.44	\$ 17.96	\$ 18.50
 <u>WELDER</u>			
Welder Helper "Class A"	\$ 17.28	\$ 17.80	\$ 18.33
Welder II	\$ 17.80	\$ 18.33	\$ 18.88
Welder I	\$ 18.70	\$ 19.26	\$ 19.84
Welder "Class A"	\$ 19.66	\$ 20.25	\$ 20.86

	<u>EFFECTIVE</u> <u>SEPT.1/95</u>	<u>EFFECTIVE</u> <u>SEPT.1/96</u>	<u>EFFECTIVE</u> <u>SEPT.1/97</u>
<b><u>OTHERS</u></b>			
Filer "A"	\$ 20.80	\$ 21.42	\$ 22.06
Filer "B"	\$ 20.12	\$ 20.72	\$ 21.34
<del>Filer</del> Apprentice (First 3 months of Employment)	\$ 16.80	\$ 17.30	\$ 17.82
Lead Electrician	\$ 22.35	\$ 23.02	\$ 23.71
Electrician "A" (Licensed)	\$ 22.23	\$ 22.90	\$ 23.59
Electrician "B"	\$ 19.12	\$ 19.69	\$ 20.28
Night Watchman	\$ 16.80	\$ 17.30	\$ 17.82
Yard Attendant	\$ 17.08	\$ 17.59	\$ 18.12
Bus Operator (1 ½ hour per day Time and one-half)	\$ 17.99	\$ 18.53	\$ 19.09

SIGNED IN CALSTOCK, ONTARIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Jules Fournier

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Donald Blier

\_\_\_\_\_  
Damien Roy

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Benoit Lecours

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Ronald Martin

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Roger Lecours

\_\_\_\_\_  
Guy Plourde



## TRADES APPRENTICE PROGRAM

1. Apprenticeship openings will be filled in accordance with the Provisions of Section 12.05 (Job Postings).
2. There will be a probationary period of up to three (3) months prior to entering into an apprenticeship agreement during which time the employee may return or failing to display the necessary mechanical aptitude, be returned to his former department without loss of seniority.
3. Any helper who fails his apprenticeship exams shall be required to be re-examined within twelve (12) months but not earlier than six (6) months. Failure to pass the re-examination will result in the apprentice being dropped from the program and returned to his former department without loss of seniority. The above will not apply to the persons currently employed in any of the categories of Trades in the event that they shall become indentured in the future or are currently indentured.
4. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfill the obligations of the contract, including necessary training periods in a vocational school.
5. The Company will make up the difference between the Canada Manpower Training Program Allowances and the employee's normal earnings based on his regular straight time rate, multiplied by forty (40) hours per week. For purposes of calculation, the Canada

Manpower at home allowance shall be used.

6. Providing a journeyman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the " A rate immediately upon receipt of his Provincial Trade Certificate.

### MAINTENANCE TRADES ANNUAL REVIEW

Annually, in the month of March, an evaluation committee consisting of the Manager or his representative and the Maintenance Supervisor, together With a qualified Union Member and/or a Union Representative, will evaluate the performance and progress of each Helper and Tradesman, with a view of upgrading personnel who qualify.

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

### JOB DESCRIPTION FOR WELDERS AND HELPERS

#### HELPER CLASS "A"

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity of working in other positions.

## 2. Cutting, soldering and brazing.

He shall be upgraded prior to or at the end of a one year period to Welder 11. In the event that he fails to display the necessary aptitude for further training, he may at any time during this period, be placed in other suitable employment.

WELDER II

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

WELDER 1

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

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

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

WELDER CLASS "A"

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

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

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

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

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

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

MECHANICS:HELPER CLASS "A"

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

A helper entering the ~~trade~~ at this level will commence

to accumulate common mechanical tools.

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

### MECHANIC II

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

### MECHANIC I

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

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

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

### MECHANIC CLASS "A"

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

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

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

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

### MECHANIC CLASS "A-1"

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

### MECHANIC LEAD

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

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

## JOB DESCRIPTIONS FOR TRADES AND HELPERS

### 1. MILLWRIGHT (TRADE)

#### Millwright Helper:

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

#### Millwright IV:

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

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

Millwright III:

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

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

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

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

Millwright II:

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

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

Millwright I:

Must be capable without direction of performing all practices under Millwright II, III, IV. Must under



direction become proficient at reading and understanding blueprints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

Millwright "A":

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

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

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

**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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**ARTICLE XII - SENIORITY**

12.01 It is agreed and understood that the total accumulated days of seniority of each employee on the renewal date for the 1981 Agreement between the Company and the Union will establish the seniority order of each employee on the seniority list as per the provisions of the expired Agreement and that from that date, the order of seniority will remain fixed and can only be altered by the termination of employment of any of the employees on the seniority list.

In which case, those listed on the seniority list below the employee who terminates, will climb upwards to fill the vacancy.

All new employees to be added in the order of hire.

SIGNED IN CALSTOCK, ONTARIO.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Jules Fournier

\_\_\_\_\_  
Norman Rivard

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Roger Lecours

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Guy Plourde

**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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

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

to allow the Company sufficient time to train other employees for that classification.

SIGNED IN CALSTOCK, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 1996.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Jules Fournier

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**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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**RE: TRAY DECK OPERATOR**

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

SIGNED IN CALSTOCK, THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
1996.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
Jules Fournier

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Roger Lecours

\_\_\_\_\_  
Guy Plourde

as

**LETTER OF UNDERSTANDING**

between

**LECOURS LUMBER COMPANY LIMITED**

and

**I.W.A. CANADA LOCAL 1-2995**

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**RE: LOADING OF CHIPS AND BY-PRODUCTS**

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

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

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

SIGNED IN CALSTOCK, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 1996.

FOR THE COMPANY

FOR THE UNION

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Guy Plourde



**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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**RE: DENTAL AND DRUG PLANS FOR NATIVES:**

Provided that the above benefits are paid under Federal Government Programs, it is understood and accepted that the Dental and Drug Plans fall under such programs.

It is understood that the clause 15.02(b) will not apply. It ~~is further~~ understood that coverage will be equivalent to existing Company Plans Standards.

SIGNED AT CALSTOCK, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 1996.

FOR THE COMPANY

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Jules Fournier

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Donald Blier

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Benoit Lecours

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Roger Lecours

FOR THE UNION

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Norman Rivard

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Damien Roy

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Ronald Martin

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Guy Plourde

**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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

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

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

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

SIGNED IN CALSTOCK THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1996.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Jules Fournier

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Guy Plourde

**LETTER OF UNDERSTANDING**

**between**

**LECOURS LUMBER COMPANY LIMITED**

**and**

**I.W.A. CANADA LOCAL 1-2995**

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**Re: Weekend maintenance schedule for  
classifications in maintenance group**

1) Vacancies shall be posted as they occur and will be filled in accordance with the job posting procedure:

<u>2) Hrs of work</u>	<u>Worked</u>	<u>Paid</u>	<u>Schedule</u>
Friday	8	8	7:00 a.m to 3:30 p.m.
Saturday	12	14	7:00 a.m. to 7:30 p.m.
Sunday	12	18	7:00 a.m. to 7:30 p.m.
<b>Total</b>	<b>32</b>	<b>40</b>	

3) **Overtime**

All hours worked in excess of the regular work day, or in excess of the 32 hours worked per week will be paid at the rate of time and one half

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

4) **Vacation:**

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

5) **Holidays:**

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

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

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

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

6) The three (3) days worked on a the weekend schedule will be equal to five (5) days seniority.

7) Should a person be off on a Sunday due to sickness he will be allowed to work two (2) eight (8) hour shift through the week to make up eighteen (18) hours missed for Sunday.

8) Scheduling to remain constant, except when ~~Christmas~~ Day and boxing Day falls on a Sunday.

Weekend **shift** employees will go back to five (5) day scheduling that week.

SIGNED IN CALSTOCK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996.

FOR THE COMPANY

\_\_\_\_\_  
Jules Fournier

\_\_\_\_\_  
Donald Blier

\_\_\_\_\_  
Benoit Lecours

\_\_\_\_\_  
Roger Lecours

FOR THE UNION

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Damien Roy

\_\_\_\_\_  
Ronald Martin

\_\_\_\_\_  
Guy Plourde