

**COLLE
AGRE**

SOURCE	C.C.		
EFF.	96	05	01
TERM.	99	04	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

• BETWEEN •

**CHAPLEAU
FOREST PRODUCTS**

• AND •



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

**MAY 1, 1996 TO
APRIL 30, 1999**

11611(01)

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THIS AGREEMENT entered into this day of
. 199

B E T W E E N :

CHAPLEAU FOREST PRODUCTS
incorporated under the Laws of the
Province of Ontario,

(hereinafter referred to as the "Company")

OF THE FIRST PART.

- and -

**INDUSTRIAL WOOD & ALLIED
WORKERS OF CANADA (I.W.A. CANADA),
LOCAL 1-2995**

(hereinafter referred to as the "Union")

OF THE SECOND PART.

WITNESSETH that the parties hereto
agree as follows:

The general purpose of this Agreement is
to ~~maintain~~ mutually satisfactory relations between
the Company and its employees ~~with~~ respect to
safety, working conditions, hours of work, wages,

the provision of a means for the prompt disposition of grievances for employees, economy of operation, quality and quantity of output and protection of property. 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 1

MANAGEMENT RIGHTS

1.01 The Union agrees that the Company has the exclusive right and power to manage the plant, to direct the work force and to hire, promote, transfer or lay off employees and to suspend or discharge or otherwise discipline employees for just cause provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provisions of this Agreement.

1.02 The Company reserves any and all of its ~~rights~~ which have not been modified, limited, restricted, or released in *this* Agreement.

1.03 The Company agrees to exercise its ~~rights~~ in a manner consistent with the provisions of *this* Agreement.



ARTICLE 2

DURATION OF AGREEMENT

2.01 This Agreement will become effective as of May 1, 1996 and shall remain in effect until and including the April 30, 1999.

2.02 Either party may, during ninety (90) days prior to the expiry date of this Agreement, give notice in writing to the other party of its desire to commence negotiations with a view to renewing this Agreement.

ARTICLE 3

UNION RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agency for all employees of the Company in the Town of Chapleau, save and except foremen, persons above the rank of foreman, office and sales staff and students employed during the school vacation period in accordance with the Certificate issued by the Ontario Labour Relations Board, dated December 14, 1990.

3.02 The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 3.01 above.

3.03 Supervisory personnel shall not perform work which has normally been a function of an employee in the job classification covered by this Agreement if it would mean the layoff of an employee in the bargaining unit, except when instructing employees or cases which involve physical danger to employees or danger to property or in the form of casual assistance and spell off at coffee breaks and lunch periods.

3.04 The Company will notify the Union in writing within ten (10) days of hiring or terminating any employee.

3.05 It is agreed that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union affiliated with the C.L.C.

ARTICLE 4

WAGE RATES AND CLASSIFICATIONS

4.01 The Wage Schedule is attached hereto and forms part of this Agreement.

4.02 **An** employee who **is** assigned to a higher **rated** job classification will be paid the basic hourly rate for such job classification after one (1) day. **An** employee who is assigned to a lower rated job classification, shall continue to receive his

regular basic hourly rate, except in the case of displacement due to a reduction in the work force, or to demotion.

4.03 If a new job classification is established or if an existing job classification is substantially changed, the Company will consult with the Union concerning the nature and scope of the change or of the new classification and the new wage rate assigned thereto prior to the implementation by the Company.

4.04 Effective date of ratification, the Company will pay ~~thirty~~ (30¢) cents per hour for hours worked by employees who are on swing shifts. Shift differential will apply to Road Operations employees affected during snow plowing season who, due to weather conditions, are required to start work before 6:30 a.m. The shift differential will be paid only on those hours worked before 6:30 a.m.

ARTICLE 5

NO DISCRIMINATION

5.01 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 the Union intends to suspend a member for failure to pay dues, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.

5.02 New employees shall make application to join the Union after ten (10) days of employment. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

5.03 The Union steward and/or committee members will be permitted to deal with union business on coffee breaks or lunch time, in the Company's lunchrooms.

5.04 The Company shall put employees on checkoff three (3) days after hire or upon return to **work** and deduct the Union monthly membership dues from monies due him.

5.05 Remittance of all deductions shall be sent to the Local Union, said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, with names and amounts. The Company will send these lists not later than the end of the following month. For each individual employee who is a member of the Union or becomes a member, the Company will, on his behalf or upon written notice by the Union, pay Union initiation fees or/and monthly membership dues from monies due him.

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.

5.08 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 supervisors.

ARTICLE 6

VACATION WITH PAY

6.01 An employee with more than **six (6)** months but less than twelve (**12**) months seniority may take one (1) week of vacation.

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

(a) more than one (1) but less than three (3) years' seniority - four (~~4%~~) percent of the gross earnings in the preceding year;

(b) more than three (3) but less than ten (10) years seniority - six (~~6%~~) percent of gross earnings in the preceding year;

(c) more than ten (10) but less than twenty-one (**21**) years seniority - eight (**8%**) percent of gross earnings in the preceding year;

(d) more than twenty-one (**21**) but less than ~~thirty~~ (30) years of seniority - ten (10%) percent of gross earnings in the preceding year.

(e) thirty (30) or more years seniority twelve (12%) percent of gross earnings in the preceding year.

(f) Any employee who is over (60) years of age and who has worked for the Company for more than twenty-three (23) years shall receive **an** additional week of vacation per year with pay at two (2%) percent of gross earnings in the preceding **year** to age sixty-five (65).

6.03 Each two (2%) percent increment of vacation pay entitles **an** employee to one (1) week of time off.

6.04 Employees will be expected to take at least two (2) weeks of vacation during the **summer** vacation shutdown scheduled in July and/or **August** except for maintenance and road operation employees.

6.05 *An* employee who is entitled to vacation time off in **excess** of the vacation shutdown **may** take such vacation at a mutually agreeable time **upon** notice in writing of at least ten (10) days to the **supervisor**. Available vacation time shall be scheduled in accordance with seniority within the classification having regard to the efficient **operation** of the mill.

6.06 Vacation for maintenance and **road** operations employees will be granted at such times **as** the Company finds most suitable

considering the efficiency of its operations, **the** wishes of the employees, and their seniority.

6.07 Vacation pay will be issued by separate payment for all entitlement as of June 30th and November 30th of each year. The vacation pay will be issued to all employees just prior to the scheduled summer vacation shutdown and Christmasbreak respectively. For Maintenance **and** Road Operations employees, the Company will provide one (1) additional vacation pay cheque per year which will be issued when vacation is taken.

6.08 The Company will schedule a one (1) week ~~Christmas~~ shutdown between ~~Christmas~~ and New Years provided the days not covered by paid holidays are made up on a straight time basis, on dates to be mutually agreed upon.

ARTICLE 7

PAID HOLIDAYS

7.01 For the purposes of **this** Agreement, the following days are recognized as paid holidays for all employees who have acquired seniority:

New Year's Day	Civic Holiday
January 2	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

When any of the above holidays falls on Saturday it shall be observed on the preceding Friday and if the holiday falls on Sunday it will be observed on the following Monday or as otherwise mutually agreed.

7.02 The provisions of this Article shall apply to the twenty-four (24) hour period starting at 12:01 a.m. of any such holiday except that when another day is proclaimed in lieu of such holiday such provisions shall apply to such other day and not to the holiday.

7.03 In order to qualify for payment for the above holidays, the employee must have worked on his last scheduled full work day immediately before and his first scheduled full work day immediately following the holiday unless the employee was absent due to a bona fide illness, as evidenced by the certificate of a physician.

7.04 An employee, who qualified for holiday pay in accordance with Article 7.03, shall be paid his regular scheduled daily hours of **work** at his regular basic hourly rate for each of the above-mentioned paid holidays.

7.05 If an employee, who qualifies for

holiday pay in accordance with Article 7.03, is required to work on any of the above-mentioned holidays, such employee shall be paid one and one-half (1-1/2) times his regular basic hourly rate for any authorized time worked on the holiday in addition to his holiday pay.

7.06 An employee who is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period with the exception of a paid holiday falling during the summer vacation shutdown, in which case the employee will be entitled to holiday pay only.

7.07 In addition to the Paid Holidays listed in Clause 7.01, employees who have accumulated six (6) months seniority will be granted two (2) floating holidays per calendar year to be taken at a time satisfactory to the employee and his supervisor.

An employee who, by reason of layoff, is prevented from taking his floating holiday shall receive pay in lieu of such holiday, during the current year.

7.08 Requests for floating holidays are to be submitted in writing on forms supplied by the Company, five (5) days in advance of the floating holiday with the exception of an emergency situation. Management will respond within two (2) days of receiving the request.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 All disputes between employees and the Company shall be settled by the following procedures.

8.02 The Union shall arrange for the election from its working membership therein, of a Union Committee of three (3) headed by a Union **Steward**. The Company shall be notified in writing as to the names of the Union Committee.

8.03 Stage 1

Any grievance arising during the term of this Agreement must be presented for adjustment within two (2) calendar weeks, in writing. A grievance of an employee shall be taken **by** the employee singly or together with the steward and/or Union representative directly to the employee's foreman and a decision thereon shall be rendered within two (2) days from the presentation of **the** grievance.

8.04 Stage 2

If this decision is not satisfactory **to** the aggrieved employee, the grievance shall be **made** in writing, and signed by the aggrieved employee and/or a steward, and shall be presented to **the** Company by himself, or together with the

Union steward and/or Union representative, within seven (7) days from the date of the decision under paragraph 8.03 above, and shall be dealt with **at a** meeting of the steward's committee and management and such decision shall be rendered within seven (7) days or with such further time **as** may be mutually agreed.

In **case** of discharge or suspension by the Company of an employee who has acquired seniority, the Company will immediately notify the employee in writing of the reason for the discharge or suspension. A copy of such notice shall be submitted to the Union steward. 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 no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this stage.

Grievances which involve Company wide interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party within ten (10) days of the occurrence on which the grievance is based, and shall be dealt with by representatives of the Company and representatives of the Union. **If** the matter is not settled within thirty (30) days of notice being received by the opposite **party**, it shall forthwith be referred to arbitration.

8.05 Stage 3

In the event that the grievance is not settled in the above manner, it may be referred to arbitration in accordance with the Labour Relations Act, and Notice of Processing to Arbitration shall be made on the opposite party within thirty (30) days of the decision rendered under Article 8.04 above.

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

8.06 Saturdays, Sundays and Holidays shall not be included in any time limits in this Article. The time limits mentioned in this Article may be extended by mutual agreement but otherwise time shall be of the essence. Failure on the part of the grievor to comply with time limits shall be deemed to be an abandonment of the grievance.

8.07 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 the failure of the 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.

8.08 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 nor amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications rates under Articles 4.02 and 4.03. The Arbitration Board shall have no power to decide questions involving General Wage Adjustments.

8.09 Arbitrations shall be heard at Timmins, Ontario or at a location mutually agreed.

ARTICLE 9

NO STRIKE - NO LOCKOUT

9.01 There shall be no strike, stoppage of work or slow down ~~caused~~, called or supported by the **Union** or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE 10

HEALTH, SAFETY AND WORKING CONDITIONS

10.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed *that* the Company, the employees and the **Union** will co-

operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

10.02 A Joint Health and Safety Committee composed of three (3) employees selected by the Union and three (3) representatives designated by the Company shall meet at least once every two (2) months or more frequently if requested by three (3) or more members of the Committee. The function of this Committee shall be as prescribed by The Occupational Health and Safety Act, as amended.

The Chairperson of each meeting shall make sufficient copies of the report, copies going to the Company's office, the Union's office and plant's bulletin boards.

10.03 One (1) Company representative and one (1) Union representative of the Joint Health and Safety Committee shall conduct an inspection of the workplace and equipment on a monthly basis. The representatives shall report the results of such inspections to the ~~Joint~~ Health and Safety Committee.

10.04 The Company will continue to supply on loan all non-personal safety apparel which it presently supplies at no cost to the employees concerned. Gloves will be supplied on an exchange basis. In addition, the Company will pay a work boot subsidy of ~~thirty~~ **thirty** (\$30.00) dollars per year to all employees on the first payday in August. Effective August, 1997, the ~~thirty~~ **thirty** (\$30.00)

dollar subsidy will be increased to forty (\$40.00) dollars and effective August, 1998 it shall be increased to fifty (\$50.00) dollars. For employees using a power saw on a steady basis, there will be a thirty (\$30.00) dollar/six month subsidy paid the ~~first~~ payday in February and August of each year for employees in those positions. The Company will supply raincoats on an exchange basis to Slasher Helper, Log Deck Tender and Chip Car Operator.

10.05 The Company shall provide emergency First Aid ~~kits~~ to be adequately located.

10.06 Employees will be paid bi-weekly, on Friday. The pay stub will show the hours of work, total earnings, deductions and seniority date. The ~~annual T-4~~ slips will show the Union dues paid during the year. The Company will implement a payroll direct deposit plan for all employees. When Friday is payday and a paid holiday, the Company will on a best effort basis, pay the employees on the Thursday preceding the paid holiday.

10.07 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.

An employee who causes a fire wilfully, 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.

Upon proof of purchase, the Company shall pay \$300.00 per year as a tool allowance to Millwrights, Mechanics, Filers, Electricians and Mill Handymen. The current practice of replacing broken tools shall continue.

ARTICLE 11

HOURS OF WORK AND OVERTIME

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

Production Operations

(Yard, Slasher, Debarking, Sawing, ~~Day~~ Kiln and Planer).

11.02 The regular work week shall consist of forty (40) hours per week, Monday to Friday. The work week may be amended from time to time by ~~mutual~~ agreement.

11.03 A one (1) hour unpaid lunch period ~~will be~~ provided each day in the case of a two (2) shift operation.

11.04 Paid ~~rest~~ breaks will be provided each day on the following basis:

ten (10) hour shift -~~(two (2) -~~
fifteen (15) minute breaks)

nine (9) hour shift -~~(one (1) -~~
fifteen (15) minute break, one (1) - ten (10) minute
break)

eight (8) hour shift - ~~(two(2)~~
- ten (10) minute breaks)

11.05 Unless agreed otherwise, time worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1%) times his regular basic hourly rate.

11.06 The Company will continue to endeavor to provide for an equitable distribution of overtime assignments amongst the employees subject to the requirements of the work concerned.

Maintenance Operation

11.07 The regular **work** week shall consist of forty (40) hours per week, Sunday to Saturday.

11.08 A one (1) hour unpaid lunch period will be provided each day.

11.09 Paid rest breaks will be provided each day on the following basis:

eleven (11) hour shift - (two (2) - fifteen (15) minute breaks)

ten (10) hour shift - (two (2) - fifteen (15) minute breaks)

nine (9) hour shift - (one (1) - fifteen (15) minute break; one (1) - ten (10) minute break)

eight (8) hour shift - (two (2) ten (10) minute breaks)

11.10 Unless agreed otherwise, time worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1½) times his regular basic hourly rate.

11.11 The Company will continue to endeavor to provide an equitable distribution of overtime assignments amongst maintenance employees subject to the requirements of the work concerned.

Road Operations

11.12 The regular work week for an employee shall consist of forty (40) hours per week, Sunday to **Saturday**, at his work site.

11.13 A one-half (½) hour unpaid lunch period **will be provided each day.**

11.14 Two (2) ten (10) minute paid rest breaks will be provided each day.

11.15 An employee who is transported to and from his work site in a Company vehicle will receive a travel allowance calculated on the following basis:

(a) time in excess of one-half ($\frac{1}{2}$) hour travelling from the Company's yard, or a Company designated location, to his work site will be paid at his regular basic hourly rate; and

(b) time in excess of one-half ($\frac{1}{2}$) hour travelling from the work site to the Company's yard, or a Company designated location, will be paid at his regular basic hourly rate.

11.16 **An** employee who drives a Company vehicle will be paid from the time he leaves the Company's yard, **or** a Company designated location, ~~until~~ he **returns** to such location each day.

11.17 An employee shall be paid one and one-half (1%) times his regular basic hourly rate for all authorized hours worked in excess of eighty (80) hours in any scheduled two (2) week period, excluding travel time.

11.18 The Company will continue to endeavor to provide for the equitable distribution of overtime assignments amongst the road operations employees subject to the requirements of the work

concerned.

11.19 **An** employee who has completed his shift, left the Company premises and is called to return to work will be paid one and one-half (1½) times his regular basic hourly rate for all authorized hours worked. The minimum pay will be two and one-half (2½) hours at the one and one-half (1½) times premium and the employee must accept alternate work.

11.20 **An** employee who presents himself for work and is unable to commence work or is unable to complete his **shift** for reasons beyond **his** control, except in cases of machinery breakdown or electrical power failure, shall be paid a minimum of eight (8) hours. To qualify for the above, the employee must remain on the job until told by his **supervisor** he may leave and must accept other than his normal work if it is offered and must be adequately dressed for the weather to perform the alternate work.

ARTICLE 12

SENIORITY

12.01 Notwithstanding anything to the contrary contained in this Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he **has** forty-five (45) days worked of continuous service with the Company, at which time he shall become entitled to

seniority dating from his last hiring with the Company.

12.02 The Company shall have the right to discharge a probationary employee for any reason and such discharge shall not be the subject of a grievance under this Agreement.

12.03 The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, except as expressly provided herein.

12.04 The ~~seniority~~ of an employee shall be completely lost and his employment shall be terminated if he:

(a) quits; or

(b) is discharged and not reinstated in accordance with the provisions of this Agreement; or

(c) is absent from work for ~~three~~ (3) or more consecutive days without notifying the Company unless he gives a reason satisfactory to the Company for his failure to so notify the Company; or

(d) is laid off by the Company for a period in excess of twenty-four (24) months; or

(e) is absent from work due

to non-occupational illness or injury for a period in excess of three (3) consecutive days without providing the Company with a medical certificate from a physician as to the reason for such absence; or

(f) fails to report for work upon being recalled as provided in Article 12.08; or

(g) uses an authorized leave of absence for a purpose other than that for which the leave ~~was~~ granted; or

(h) fails to return to work upon the expiration of an authorized leave of absence; or

(i) reaches the age of sixty-five (65).

12.05 Within four (4) weeks after the date of execution of this Agreement, the Company will prepare a list of employees showing their respective seniority. The list shall be posted and remain for a period of two (2) weeks for the express purpose that any employee may make a complaint as to the correctness of his seniority. At the end of this two (2) week period, the list, including any corrections that have been made, shall become final. The seniority list will be revised and posted once each year during the month of January and a copy will be forwarded to the Union.

Layoff and Recall

12.06 (a) For lay-offs or reductions in a classification of less than three (3) months, employees affected will be transferred in accordance with seniority to vacant positions they are qualified to perform. It is understood that senior employees will not be laid off while junior employees remain whose **work** they *are* **qualified** to perform.

(b) If no vacancies exist or if additional reductions are required, a senior employee may bump a junior employee in his own or a lower classification as set out in Appendix "A" whose work he is qualified to perform. Once normal **operations** resume, the employees will revert back to their original position.

(c) For lay-offs or reductions in a classification of more than three (3) months employees affected may bump a junior employee in his **own** or a lower rated classification as set out in Appendix "A" whose work he is qualified to perform or to be trained to perform within five (5) working days or any further time as mutually agreed to **between** the Company and the Union. In a lay-off situation, the Company will not be required to train for positions of trades persons, lumber grader, bulldozer operator, grader operator, backhoe operator and tracked loader operator.

12.07 The Company intends to supply five (5) days advance written notice to employees

who will be laid off except in cases of machinery breakdown or electrical power failure. The Company will also notify the Steward.

12.08 It shall be the responsibility of the laid off employee to keep the Company informed concerning his current address and telephone number. Those most recently laid off shall be telephoned, if possible, and sent notices by registered mail to their last address recorded with the Company, stating the work available and the date of recall. Recalls shall be in order of seniority provided the senior employee is qualified to perform the work required or can be trained within five (5) working days to perform the work required. Failure to report for work within ten (10) days of date of mailing of the notice terminates a person's rights for recall.

Training and Promotion

12.09 In selecting an employee for a permanent vacancy, the senior employee will be given preference provided he has the skill, efficiency and ability to meet or to be trained to meet the job requirements within five (5) working days. This time period may be extended by mutual agreement.

12.10 (a) The Company will post, on the Bulletin Boards for five (5) days, notices of a permanent job vacancy (i.e., a vacancy which the

Company knows will exceed fifteen (15) days). The Company may make a temporary appointment to such vacant job during **the** posting period. The initial opening in the Labourer classification resulting from filling a posting shall be filled in accordance ~~with~~ seniority. Thereafter, any subsequent openings resulting from filling such opening may be filled by the Company at its discretion. Notwithstanding **this** Article, it is recognized that persons within a classification may be transferred to meet operational requirements for short term situations.

(b) In order to be considered for a posted job vacancy an employee must have completed his probationary period under Article 12 and have applied in writing, on forms supplied by the Company, during the five (5) **day** posting period.

(c) The vacancy will be filled in accordance ~~with~~ the provisions of Article 12.09. An employee accepting the posted job shall be allowed five (5) days in which to qualify or any further time as mutually agreed to by the employee and **his** Foreman. Failure of the employee to qualify shall entitle him to return **to** his former job.

(d) **An** employee who has successfully qualified for the vacant job and accepted ~~the~~ position shall not be eligible to apply for a subsequent job posting for a period of **six** (6) months to an equally paid or lower paid job classification or twelve (12) months where the

vacancy filled is the Sawyer/Filer Helper classification.

(e) The name of the successful applicant will be posted for five (5) days.

(f) Except as specifically provided in Article 12.10(a), if no employee applies for a posted job vacancy, the Company may fill the vacancy with a probationary employee or lure from outside the Company. Labourer classification positions will not be posted.

(g) Temporary vacancies (i.e., a vacancy which the Company knows will exist for fifteen (15) days or less) may be filled at the discretion of the Company.

(h) If a vacancy is caused by an employee's absence due to sickness, injury, disability or an authorized leave of absence and the Company knows such vacancy will exceed fifteen (15) days, such vacancy shall be posted as "Temporary". Only the original vacancy will be posted and thereafter, the resulting open positions will be filled at the discretion of the Company. When the absent employee returns, the employee filling such posted vacancy shall return to his prior job classification.

(i) The Company will endeavor to make *training* opportunities available to senior employees subject to efficiency of the operation and the practical availability of qualified

persons to replace the senior employee **during** the training period.

Technological Change

12.11 Where changes to equipment and procedures may result in the permanent displacement of employees, the Company will notify the Union as far in advance as is reasonably practicable before such changes are implemented. The parties will discuss the problems arising from such changes and every attempt will be made to agree on methods of providing jobs or re-training for the employees concerned.

Transfer

12.12 Nothing in this Agreement shall be construed to preclude the transfer of a person employed by the Company who is included in the category of an employee to a position where he is excluded from such category or vice versa provided that such transfer is consented to by the employee concerned. There shall be deemed to be no break in the seniority of such person or employee, unless the transfer exceeds twelve (12) months.

Severance Pay

12.13 **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 service (up to the date of termination) computed on the basis of forty (40) straight time hours at the employee's regular rate to a maximum of 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 13

BULLETIN BOARDS

13.01 No bills, bulletins, newspapers or other documents shall be posted in or about the premises of the Company by the Union or any employee except as provided for in Article 13.02.

13.02 The Company will provide Bulletin Boards in all work areas mutually agreed upon by the Company and the Union for the use of the Union to post notices of Union affairs. Any such notice shall be submitted to the General Manager, or his designate, for review and approval before being posted.

ARTICLE 14

JURY DUTY

14.01 For an employee who has established seniority in accordance with Article 12

and who is called for jury service or subpoenaed , except for arbitrations, the Company shall pay, for each ~~day of~~ such service, an allowance equal to the difference between his regularly scheduled hours of work per day and the payment he received for jury services, and/or subpoenaed. The employee will present proof of the service and of pay received therefore when making his claim for such allowance. The employee must report for work upon being released from ~~jury~~ duty or subpoenaed.

ARTICLE 15

HEALTH AND WELFARE BENEFITS

15.01 The Company agrees to continue to pay the total cost of premiums ~~for~~ the following benefit plans as described in the Employee Group Insurance Plan for eligible employees who have acquired seniority.

- Life Insurance
- AD & D Insurance
- Dependent Life Insurance
- Long Term Disability Insurance
- Health Insurance
- Dental Insurance
- Vision care Insurance

The Company ~~will~~ pay the premiums ~~required~~ to establish a Weekly Indemnity Plan. The Plan will provide payments to seventy

(70%) percent of the employee's regular straight time weekly earnings to a maximum of five hundred (\$500.00) dollars effective date of ratification and five hundred and ten (\$510.00) dollars effective May 1, 1997 and five hundred and twenty-five (\$525.00) dollars effective May 1, 1998 to commence on the first day in case of non-compensable accident and/or first day in case of hospitalization and the fourth day of absence due to a sickness and will continue for two (2) weeks. The employee must then apply for Employment Insurance for the following fifteen (15) weeks. If the employee does not *qualify* for E.I. or if the payment is delayed through no fault of the employee, the Company will continue the payments to a maximum of seventeen (17) weeks. When the employee receives payment he shall reimburse the Company.

15.02 The Company may at any time substitute another carrier for any plan referred to in this Article provided that the benefits conferred are not decreased.

15.03 For an employee who has established one or more years of seniority in accordance with Article 12, the Company will match employee contributions on the following basis:

(a) Effective month of ratification - 150% of the employee's contribution to a maximum employee contribution of *fifty* (\$50.00) dollars per month.

(b) Effective May 1, 1997 - 175% of the employee's contribution to a maximum employee contribution of sixty (\$60.00) dollars per month.

(c) Effective May 1, 1998 - 200% of the employee's Contribution to a maximum employee contribution of sixty-five (\$65.00) dollars per month.

On April 1 of each year, each employee will be required to **notify** the Company of the amount he wishes to contribute to the Pension Plan, commencing May 1, 1997 and 1998. The amount indicated by the employee will be locked in for a twelve (12) month period and may only be changed on April 30 of the following year.

The Union and the Company agree that no employee shall be permitted to withdraw any amount from **the** Plan except upon termination of employment.

The Company shall make its contribution for months in which the employee is actively at work or is on:

(a) Weekly Indemnity;

(b) the first twelve (12) months while an employee is on Workers' Compensation benefits (Ontario);

(c) vacation, or:

(d) jury duty, bereavement leave, maternity leave and apprenticeships

provided the employee continues to make his/her contributions.

A ~~committee~~ is to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

15.04 All the plans referred to in this Article are governed by the insurance contracts and the eligibility and qualification procedures determined by the carrier.

15.05 The drugs and medicines portion of the Healthcare plan will cover only those drugs which can be obtained only by means of a prescription from a medical doctor.

15.06 Employees on Long Term Disability shall have coverage for insured fringe benefits for one (1) month for each month of service prior to the commencement of the absence giving rise to the long term disability claim.

ARTICLE 16

BEREAVEMENT LEAVE

16.01 For *an* employee who has

established seniority in accordance with Article 12, when death occurs to a member of his 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 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. Increase to five (5) days leave ~~with~~ pay on the death of ~~an~~ employee's spouse, mother, father or children. The day of the funeral must be one of the three (3) days or five (5) days. Any claims for bereavement pay must be submitted by the employee to the Company in writing along ~~with~~ proof of bereavement in the immediate family.

It is understood that for the purpose of this Article, step-children by legal marriage will be considered the same ~~as~~ blood relatives. ~~An~~ employee may request additional time off due to the death of a spouse or child which will not be unreasonably refused.

ARTICLE 17

ABSENCE

17.01 Where practicable, a leave of absence without pay and without loss of seniority or benefits may be granted at the discretion of the Company to a four (4) consecutive week period, on a request from the employee.

17.02 All requests for leave of absence (including leaves for Union educational programs) shall be submitted in writing by the employee to his Foreman or his designated alternate for authorization at least five (5) days prior to the commencement of such leave (except in the case of emergency) and shall be responded to by the Company in writing within ~~five~~, (5) days of receipt of such written request. Any request for Union leave will not be unreasonably denied.

ARTICLE 18

TRADES APPRENTICESHIP PROGRAM

18.01 The Company will meet with the Union during the term of the Agreement to discuss an apprenticeship program.

ARTICLE 19

PRINTING OF COLLECTIVE AGREEMENT

19.01 The Company ~~will~~ pay the cost of printing the Collective Agreement in booklet form in sufficient copies (not less than two hundred) to a maximum cost of one thousand two hundred (\$1,200.00) dollars.

The Union will be responsible for the translation and arranging of printing and will have the booklet ready within three (3) months of ratification.

ARTICLE 20

PAID EDUCATIONAL LEAVE

20.01 The Company agrees to pay nine (9) days for education leave at the employee's regular straight time rate to be used over the three year term of the Agreement.

ARTICLE 21

INTERPRETATION

21.01 For the purposes of interpreting this Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

21.02 Unless otherwise stated, "day" or "days" wherever ~~used~~ herein, shall be deemed not to include Saturdays, Sundays or paid holidays observed by the Company.

IN WITNESS WHEREOF the parties have executed this Agreement in Chapleau, Ontario on the day and year first above stated.

Chapleau Forest Products I.W.A. Canada Local
Local 1-2995

Gordon Wilson

Norman Rivard

Roland Laurin

Samuel Boychuk

Remi St Martin

APPENDIX "A"

CLASSIFICATION AND WAGE RATES

	Basic Hourly Rate		
	Effective May 1, 1996	Effective May 1, 1997	Effective May 1, 1998
<u>Weekend Cleanup</u>	\$12.36	\$12.73	\$13.11
<u>Labourer</u>	\$16.89	\$17.40	\$17.92
Slasher Helper			
Haulup Tender			
Log Deck Tender			
Log Chaser			
Bin Tender			
Sticker Tender			
Sawmill Utility			
Clean up			
Strapper			
Watchman			

<u>Equipment Operator</u>	\$17.56	\$18.09	\$18.63
Bulldozer Operator			
Grader Operator			
Backhoe Operator			
Loader Operator			
Slasher Operator			
Debarker Operator			
Optimizer Operator			
Trimmer Operator			
Chip Car Operator			
Kiln Operator			
Planer Feeder			
Yard Utility			
* Sawmill Utility			
Stacker Operator			
Tilt Hoist Operator			
Warehouse person			

<u>Sawyer/Filer Helper</u>	\$18.18	\$18.72	19.29
<u>Mill Handyman</u>	\$19.06	\$19.63	\$20.22
<u>Lumber Grader</u>	\$20.24	\$20.85	\$21.47
<u>Trades (Uncertified)</u>	\$20.24	\$20.85	\$21.47
Millwright			
Mechanic			
Filer			
<u>Head Filer</u>	\$21.27	\$21.91	\$22.56
<u>Electrician (Uncertified)</u>	\$22.66	\$23.34	\$24.04
<u>Premiums</u> (added to Basic Hourly Rate)			
Lead Hand		\$ 1.45	
Charge Hand		\$ 0.50	
Trade Certificate		\$ 1.00	

* **if** he/she can competently
operate the saw lines i.e. Sawyer

LETTER OF UNDERSTANDING

between

CHAPLEAU FOREST PRODUCTS

and

I.W.A. CANADA LOCAL 1-2995

The Company will schedule a night shift to commence at 7:00 p.m. Sundays on an experimental basis.

The Company reserves the right to either continue or discontinue this scheduling arrangement at its sole discretion.

This letter will acknowledge that any hours worked on this shift on Sunday are regular, straight time hours.

For the Company

For the Union

Gordon Wilson

Norman Rivard

Roland Laurin

Samuel Boychuk

Remi St Martin

Group Benefit Plan



**CHAPLEAU FOREST
PRODUCTS**

Benefit Summary

This summary must be read together with the benefits described in this booklet.

Employee Life Insurance	200% of annual earnings to a maximum of \$200,000, reducing by 50% at age 65
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Dependent Life Insurance

Spouse	\$10,000
Child	\$5,000

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your
Life Insurance

Long Term Disability Benefits

Waiting period	120 days
Amount	60% of your monthly earnings to a maximum of \$3,000

Healthcare

Reimbursement Level	100%
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Basic Expense Maximums

Hospital	Private room
Nursing	\$10,000 per calendar year
Prescription Drugs	\$15,000 each calendar year
Custom-fitted Orthopedic Shoes	\$300 each calendar year
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 each calendar year
Surgical Brassieres	2 each calendar year

Patient Lifters	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximums

Chiropractors	\$20 per visit \$50 for x-rays each calendar year
Osteopaths	\$20 per visit \$50 for x-rays each calendar year
Naturopaths	\$20 per visit
Physiotherapists	Unlimited
Podiatrists	\$20 per visit \$50 for x-rays each calendar year
Psychologists/Social Workers	
Individual Therapy	\$20 per 1/2 hour
Family Therapy	\$25 per 1/2 hour
Group Therapy	\$10 per hour
Maximum	\$300
Speech Therapists	\$20 per visit
Masseur	\$20 per visit

Visioncare Expense Maximums

Glasses and Contact Lenses	\$120 every 2 years
Contact Lenses for Special Conditions	\$360 lifetime
Lifetime Healthcare Maximum	Unlimited

Dentalcare

Payment Basis	The dental association fee guide in effect in your province of residence on the date the expense is incurred
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Reimbursement Levels

Basic Coverage	100%
Major Coverage	60%
Orthodontic Coverage	60%
Accidental Dental Injury Coverage	100%

Plan Maximums

Basic and Major Treatment	Unlimited
Orthodontic Treatment	\$2,000 lifetime

Note: No maximum is applied to accidental dental injury coverage

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy No. 135567 issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the policy, the policy will prevail. Contact your employer if you require any additional information.
