

SOURCE	CO		
Wages EFF.	97	11	28
TERM.	Dec	11	27
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	JFC		

5/7/98

COLLECTIVE AGREEMENT

-between-

AGAWA FOREST PRODUCTS

A Division of E. B. Eddy Forest Products Ltd.

-and-

IWA - CANADA LOCAL 1000

INDUSTRIAL WOOD AND ALLIED WORKERS

RECEIVED
JUN 25 1998

Effective November 28, 1997 to November 28, 2000

11684 (01)

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AGREEMENT

This Agreement made and entered into by and between Agawa Forest Products, A Division of E. B. Eddy Forest Products Ltd., Sault Ste. Marie/Sundridge, Ontario, hereinafter designated as the "Company", and the IWA - Canada (Industrial Wood and Allied Workers - Canada), on its own behalf and on behalf of its Local No. 1000, hereinafter designated as the "Union".

ARTICLE 1 PURPOSE

1.01 This Agreement is entered into by the parties thereto in order to provide for orderly collective bargaining relations between the Company, its employees hereby covered, and the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Company and its employees and to amicably settle differences or grievances which may arise hereunder from time to time in the manner hereinafter set out in the Grievance Procedure.

ARTICLE 2 SCOPE

- 2.01 (a) This Agreement shall apply to all employees of the Company at 45 Third Line West, Sault Ste. Marie save and except office staff, supervisors, head lumber graders, log scalers, security personnel and those above the rank of supervisor.
- 2.01 (b) This Agreement shall apply to all employees of Agawa Forest Products at the Sundridge Mill Division, save and except foremen, persons above the rank of foremen, office and sales staff, head grader, head log scaler, persons regularly employed for less than 24 hours per week and students employed during the vacation period or on co-op training.

ARTICLE 3 RECOGNITION

- 3.01 The Union, having been certified as bargaining agent by the Ontario Labour Relations Board, is hereby recognized by the Company as sole and exclusive bargaining agency with respect to all matters properly arising in this Agreement.
- 3.02 No employee outside the bargaining unit shall perform work normally done by the bargaining unit except for training, checking machines and materials, experimentation, emergencies and limited casual assistance.
- 3.03 (a) The Company agrees not to contract out work which is covered by this agreement.
- (b) Where the Company deviates from Article 3.03 a), the contracting out shall be discussed with the union executive prior to the occurrence and shall not exceed a period of 30 days in a 12 month period unless the parties mutually agree to an extension. Such extension cannot be unreasonably withheld.
- (c) Established employees on layoff shall be given preference to hiring by such contractor, provided they are qualified.
- (d) Employees who choose to work for such contractor will forego their right to recall and temporary job postings for as long as they are needed by the contractor. At the end of the work period with the contractor employees will return in accordance with this agreement.
- (e) The Company will ensure that all operating equipment is kept in good running condition at all times.

ARTICLE 4 DISCRIMINATION

- 4.01 The Company agrees that there will be no discrimination against any employee because of membership in the Union or because of acting as an

officer or in any other capacity on behalf of the Union. No member, officer, or representative of the Union shall be exempt from any of the Company's rules and regulations or from the provisions of this Agreement.

- 4.02 The Company and the Union agree not to discriminate against any employee because of age, sex, marital status, race, nationality, colour, creed, or political beliefs.

ARTICLE 5 RESERVATIONS OF MANAGEMENT FUNCTIONS

- 5.01 The management and administration of the operation and the direction of the work force are fixed by the Company. The Union recognizes that certain rights belong solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
 - (c) generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing and engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitations, curtailment or cessation of operations, insofar as the same may be

affected thereby to be subject to the provisions of the Agreement;

- (d) the Company agrees that it will not exercise its management's right for the purpose of restricting or limiting the Union rights of its employees herein granted, nor shall any of these rights be exercised in a manner inconsistent with any of the terms of the Agreement.

ARTICLE 6 UNION SHOP AND PAYROLL DEDUCTIONS

- 6.01 All employees covered by this agreement shall acquire and maintain membership in the Union as a condition of employment.
- 6.02 The Company agrees to deduct from the Employees within the bargaining unit to which this Agreement applies, regular monthly dues, initiation fees and assessments uniformly imposed by the Union with approval of the sub local membership according to its constitution for general Union purposes.
- 6.03 Such amounts will be remitted to the Secretary-Treasurer of the Union prior to the end of the month in which they were deducted, along with a list of employees from whom deductions were made.
- 6.04
 - a) Any deduction which has been missed will be deducted from the employee, in the following month when union dues deductions are normally made.
 - b) The Company will include the total amount of Union dues deducted for the year on each employee's T-4 slip.

- 6.05 The Company will contribute to the Union Education Fund ~~two~~ cents (\$0.02) per monthly payroll hour per employee. Such contributions shall be made monthly by separate cheque and statement, along with the checkoff remittance.

Effective November 28, 1998, increase company contribution to the Union Education Fund by one (1) cent per payroll hour.

- 6.06 The Company will cover the cost of printing adequate copies of the collective agreement in booklet form, within two (2) months of it's signing.

ARTICLE 7 STEWARDS AND NEGOTIATING COMMITTEES

- 7.01 Union Negotiating Committee: The Union Negotiating Committee will consist of not more than six (6) employees.

Union Grievance Committee: The Union Grievance Committee shall consist of not more than four (4) members, including the grievor.

- (a) Union committee members and stewards will make adequate arrangements with the Company before taking time off work to attend to their functions.
- (b) The Union will notify the Company in writing of the names of all stewards and committee members and any changes that may occur.
- (c) The negotiating committee shall be given time off to negotiate new or revised agreements. The Company will pay for the expense of a meeting room for negotiations.
- (d) When a meeting is scheduled between the Union and the Company, all Union Committee members will be compensated at their regular straight time rate for all time spent at the meeting. It is understood and agreed that this

same form of payment will also be provided to the Union Grievance Committee for attendance at grievance meetings.

- 7.02 **Sundridge** Grievance Committee: Grievances arising at this location will be dealt with by the Union Representative.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. In adjusting grievances, the following procedure shall be followed:

STEP 1

Before a grievance is submitted in writing, the aggrieved employee and the department steward shall submit the grievance verbally to the employee's supervisor within seven (7) working days from the date it was found to exist. The employee's supervisor must give a reply within two (2) working days.

STEP 2

If no settlement is reached orally, then within five (5) working days from the date an answer was given in STEP 1, the aggrieved employee and the department steward may submit the grievance in writing to the supervisor. The supervisor must give a reply in writing within two (2) working days.

STEP 3

If no settlement is reached at STEP 2, then within five (5) working days from the date a decision was given at STEP 2, the grievance may be appealed by the aggrieved employee and the steward to the Lumber or Veneer Manufacturing Manager. The Lumber or Veneer Manufacturing Manager must give a reply in writing within three (3) working days.

STEP 4

If no settlement is reached at STEP 3, the grievance may be appealed to the General Manager or a designated representative within five (5) working days from the date a decision was given at STEP 3. The Union Stewards' Committee accompanied by not more than three (3) Union officials shall meet **with** the General Manufacturing Manager **and/or** a designated representative as soon as mutually agreeable. The aggrieved employee may be present **at** the request of either party and the decision reached at this STEP shall be given in writing within five (5) working days. At this meeting the representative of the Union or a designate may be present.

STEP 5

Failing a settlement under the above procedure of any difference or grievance concerning the interpretation or violation of this Agreement, the matter in dispute may be taken to arbitration as hereinafter provided. If no written request is received within five (5) working days following the next scheduled monthly Union meeting but no later than thirty (30) calendar days from date a decision in STEP 4 is given it shall be deemed to have been settled or abandoned.

In grievances involving discharge, the Union must notify the Company in writing within five (5) working days from the date a decision is given in STEP 4, otherwise it shall be deemed to have been settled or abandoned.

- 8.02 Any grievance arising directly between the Company and the Union may be submitted in writing by either party at STEP 4.
- 8.03 When a group of employees has a complaint or grievance, it shall first be taken up under STEP 3.

- 8.04 A grievance must be filed within seven (7) working days from the day it was found to exist by the employee or the Union, or be considered not to exist.
- 8.05 When the department steward is not available, the chief steward may act on the department steward's behalf.
- 8.06 Any grievance not acted upon within the time limits prescribed herein shall be deemed to be conceded by the party failing to act within the time limit unless such time has been extended by mutual agreement. Saturdays, Sundays and holidays, even though worked, will not be considered workdays for the purpose of grievance procedure time limits.

ARTICLE 9 ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding

upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

- 9.02 The decision of the Arbitration Board shall include a direction to the parties to do or abstain from doing anything necessary or appropriate to give effect to the true intent and meaning of the decision. The Arbitration Board shall not have the power to alter, modify, or amend any part of the Agreement nor to make any decision inconsistent therewith, but may refer to any part of this Agreement which may appear to the Board to be relevant, whether or not previous reference has been made thereto.
- 9.03 In any case arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitration Board shall have full power to direct that the penalty or loss complained of shall be confirmed, varied, amended, rescinded, or repaid, either in whole or in part and that retroactive effect be given to its decision either in whole or in part; but, except as aforesaid, the Board shall have no power to award costs or damages to either party.
- 9.04 The Union and the Company shall pay the expenses of and fees payable to the Arbitrator selected by each, which may be such fee as may be agreed upon between each Arbitrator and the party by whom appointed, and the Union and the Company shall each be responsible for one-half(1/2) the expenses and fees payable to the Chairperson.
- 9.05 Any Arbitration to be held hereunder shall be held at a place mutually agreed upon by both the Company and the Union or at such place as may be decided upon by the Board.
- 9.06 The parties hereto may by mutual agreement substitute a single arbitrator for the Arbitration Board. In such circumstances, the powers and limitations of the single arbitrator shall be deemed to be those of the Board.

ARTICLE 10 DISCIPLINARY MEASURES

- 10.01 Any warnings or suspensions shall be made a matter of record and a copy shall be given to the employee and to the Union Secretary. Such disciplinary records shall not be held against the employee for more than one (1) year from the date the offense was committed.
- 10.02 In case of discharge of a regular employee, the employee shall be permitted to discuss the discharge with the Shop Steward before leaving the plant, if the employee so requests.
- 10.03 Grievances relating to discharges or disciplinary action must be presented at STEP 3 of the Grievance Procedure within five (5) working days from the date the cause of such grievance occurs.
- 10.04 Employees who have been discharged unjustly shall be reinstated in their former positions and shall receive retroactive pay from the time of their dismissal or as otherwise mutually agreed by the Union and the Company.

ARTICLE 11 SENIORITY PROVISIONS

- 11.01 The Company agrees to recognize the principle of seniority; that is, giving preference to the senior employee in all cases of promotion, demotion, layoff, recall from layoff and transfers, subject to Articles 11 and 12.

Seniority, for all purposes, shall be calculated by site. Seniority rights are not transferable between sites, nor shall there be any cross-site bumping or transfers.
- 11.02 Non-maintenance personnel will serve a probationary period of thirty (30) working days in any six (6) month period before acquiring seniority rights. Maintenance personnel shall complete sixty (60) working days in

any six (6) month period before acquiring seniority rights.

- (a) Seniority shall not be acquired until the successful completion of the probationary period. **On** completion of the probationary period, seniority shall date back to date of employment with the Company.
- (b) When two or more employees are hired and start at the same time, their placement on the seniority list shall be determined by the Company.
- (c) A probationary employee may be terminated, at any time during the probationary period, on a lesser standard than just cause for a non-probationary employee.

11.03(a) Separate seniority lists shall be established and posted for each of the following Departments or Group Departments:

- (i) Log Yard;
- (ii) Sawmill;
- (iii) Maintenance, Maintenance Centre and Power House;
- (iv) Lumber Yard, Dry Kiln, Stacker, and Planing Mill;
- (v) Veneer Mill;
- (vi) Sundridge

(b) Seniority list to be corrected at least every three (3) months. Union to receive a copy of each new list.

11.04 Seniority shall be on a departmental basis and shall be established on length of continuous service with the Company from the date of last hiring; layoff or leave of absence to count as time in Company employ.

- (a) (i) In the case of layoff or displacement, the employee shall have preference, in order of seniority, to any other job within their department which they can perform. In the case that the only job

available for bumping happens to be a labour position, the employee may choose to bump outside the department to a position which the employee can perform. The employee may bump to a labour position in another department providing the labour position is of a higher rate of pay than the position available in their present department.

- (ii) Laid off or displaced employees from any department will have job preference in order of seniority, on any job throughout the plant provided they have the skill and ability to perform that job. An employee who bumped will go back to the occupation from which that employee was first displaced when that occupation becomes available. If the occupation becomes available after ninety (90) working days then the employee may return to their previous department, if they so choose.

- (b) In the application of 11.04 a) i & ii:

Laid off or displaced employees shall be given a trial period of one (1) day when they bump. It is understood that certain jobs require a high level of skill and training. In order for employees to bump into such jobs they must have previously performed these jobs. An employee bumping into a labour job, must be able to perform all labour jobs within the department as identified in Schedule "A".

- (c) An employee who declines to bump into a labour job may choose layoff however this may affect eligibility for Unemployment Insurance benefits. The right to recall is limited to the department they just left and to:
 - i) the job that the employee just left;
 - ii) to a job that employee has performed regularly at some previous time; or

iii) to labour positions within the department from which they were laid off.

(d) If a shutdown in the department of not more than one (1) day is necessary and a partial workforce is retained, the senior employees on the affected shift(s) required will be retained provided they can perform the work available.

11.05 Loss of seniority. Employees shall lose all seniority if they

- (a) Voluntarily quit the employ of the Company;
- (b) Are discharged for just cause;
- (c) Fail to report for work within five (5) work days after they have been notified by the Company to return to work or fail to notify the Company within three (3) work days of the receipt of notice to return to work of their intention to return;
- (d) Have less than one (1) years seniority and are laid off twelve (12) consecutive months without being recalled or have more than one (1) years seniority and are laid off twenty-four (24) consecutive months without being recalled;
- (e) Are absent three (3) consecutive work days without permission.

11.06 Employees who are promoted out of the bargaining unit shall maintain but not accumulate seniority for a period of up to twelve (12) months. Such employees may return to their previous position in the bargaining unit for the period of up to twelve (12) months. After the twelve (12) month period, such employees may return to the bargaining unit as a new employee with no seniority.

11.07 When jobs are discontinued due to the introduction of new methods and equipment, established employees affected shall be offered alternate employment, in accordance with Article 11.04, to meet the Company's workforce requirements. Any such affected employees who require reasonable training to perform the alternate employment shall be trained by the Company.

11.08 Permanent vacancies in a Department not filled under Article 12.00 may be filled through interdepartmental transfers. An employee with seniority may make application for an interdepartmental transfer.

The Company will consider each application on the basis of seniority of the applicant, his or her company experience and the requirements of the departments being transferred from and to, including appropriate timing; but the right to transfer is recognized and shall not be unreasonably denied.

No more than three (3) employees from any one department shall be allowed to transfer in any thirty (30) calendar day period.

An employee who transfers interdepartmentally may request a return to his or her former job within thirty (30) calendar days of the transfer and such request will be granted as soon as reasonably possible. An employee who transfers under these provisions will not be permitted to reapply for another interdepartmental transfer for a period of one (1) year.

The Company will supply the Union with a list of those requesting and those being granted interdepartmental transfers on a monthly basis.

11.09 If an employee requests a transfer to a lower or equal classification when an opening exists, the employee will have a maximum of five (5) working days to return to the former job.

- 11.10 If, in the event of a cut-back an established employee is bumped from his or her present job to another within the same department and this former position becomes permanently open, the formerly established employee shall retain the right to return to that job.
- 11.11 If people over sixty-five (65) years of age are hired, preference will be given to former employees of the Company who are over sixty-five (65) years of age, provided they are qualified to satisfactorily perform the work. Employees over sixty-five (65) years of age may be used temporarily up to thirty (30) working days. This time limit may be extended by mutual agreement between the Company and the Union.

ARTICLE 12.00 JOB POSTING

- 12.01 On jobs to be vacant over fifteen (15) working days in a twelve (12) month period or newly created classifications, the Company will post on the Bulletin Boards for five (5) days, notice of such vacancy. The notice shall contain the requirements of the job, the qualifications required and the rate of pay. The job application system will be used to select the employees to fill these jobs from within the department. The Company may make a temporary appointment to such vacant job during the posting period. Skill and ability gained during such appointment shall not be considered for that job posting.
- 12.02 (a) Employees may submit applications for any job they deem themselves qualified to perform at anytime prior to the end of the notice period on forms provided by the Company.
- (b) In selecting an employee for a job vacancy, the Company shall consider the following two factors
- (i) the seniority of the employee concerned: and

- (ii) the skill, ability and relevant qualifications of the employee concerned to do the work.

When factor (ii) is to all intents and purposes equal as between two (2) or more employees, the employee having the greater or greatest seniority will be entitled to preference,

- (c) The name of the successful applicant will be posted for three (3) days.
- (d) An employee accepting the job vacancy may be allowed up to five (5) days of training in which to qualify or any further time as mutually agreed to by the Union and the Company. Failure of the employee to qualify shall entitle them to return to their former job.
- (e) Employees senior to the one (1) selected for the job may discuss the reason for not being selected with their supervisor and are entitled to a written reply.
- (f) Basic requirements for each job in the department will be posted on the bulletin board and an up-to-date list of applicants will also be posted. Basic requirements shall be updated and all new jobs not presently covered shall be entered and copies given to the Union.
- (g) 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 four (4) months or twelve (12) months where the vacancy filled is one of the following classifications:

Sawyer	Filer
Lathe Operator	Package Maker
Veneer Knife Grinder	Set-Up Person
Veneer Machine Service	Shipper
Lumber Grader	Kiln Operator

The four (4) month job requirements will not pertain if an employee is applying to a posting

of higher rates of pay than the job successfully attained.

(h) Successful applicants performing satisfactorily will receive the rate of the job acquired through the posting system, after thirty (30) calendar days, except for:

1) Package Maker, Shipper, Filer "B", who will receive the rate after ninety (90) days; and

2) Sawyer, Filer, Planer Set-up, Kiln Operator, Lumber Grader, Lathe Operator, Head Lathe Operator, Veneer Knife Grinder, in which case the successful applicant will have a starting rate of fifty cents (\$0.50) below the posted rate for a maximum of six (6) months or until such time is deemed fully qualified within that six (6) month time frame.

(i) Openings in the labour group as outlined in Schedule A, temporary or permanent, will not be posted and will be filled at the discretion of the Company. However, the Company will make every reasonable attempt to give senior employees preference.

12.03 (a) Permanent job vacancies in a department not filled under Article 12:01 shall be posted plant wide in the same manner as per Article 12.01.

(b) If no employee applies for a posted job vacancy, the Company may fill the vacancy with a probationary employee or hire from outside the Company.

(c) If a vacancy is caused by an employee's absence due to sickness, injury, disability, vacation, authorized leave of absence or while an employee is in training and the company knows such vacancy will:

(i) exceed fifteen (15) working days, but will be less than thirty (30) working days, such vacancy shall be posted as "Temporary". Only the original vacancy

will be posted and thereafter, the resulting opening will be filled at the discretion of the Company.

- (ii) exceed thirty (30) working days, such vacancy shall be posted as "Temporary". Two (2) postings, one of which being the original, shall be posted to fill the resulting openings, after which further openings will be filled at the discretion of the Company.
- (iii) exceeds sixty (60) working days, such vacancy shall be posted as "Temporary". Three (3) postings, one of which being the original shall be posted to fill the resulting openings, after which further openings will be filled at the discretion of the Company.

When the absent employee returns, the employee filling such posted vacancy shall return to his/her prior job classification.

ARTICLE 13 HOURS AND OVERTIME

13.01 The normal work week shall not exceed forty (40) hours, Monday through Friday, eight (8) hours per day, with the exceptions listed under 13.02 and 13.03. Time and one half will be paid for all hours worked in excess of the normal work week or the normal work day and work performed on the sixth consecutive day. Double time will be paid for all hours worked on Sunday except as outlined in Article 16.01 (a). It is understood that for the purposes of this benefit, Sunday is defined as the twenty four (24) hour period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Sunday. Employees who do not complete the normal work week shall not be entitled to overtime pay except if absence is due to paid holiday, layoff, union business or illness. A medical certificate may be requested by the Company.

- 13.02 Stationary Engineers, the Union and the Company may agree on a work schedule other than eight (8) hours per day providing the intent and principle of the forty (40) hour week is maintained. Stationary Engineers will be paid overtime for all hours worked beyond their normal work schedule.
- 13.03 Veneer Knife Grinders and employees in the Maintenance Department with the exception of Motor Mechanics, Janitors and Labours may be assigned a work week of forty (40) hours beginning on days other than Monday. The Company will make every effort to inform the employees of such changes to the schedule at least two (2) weeks in advance.
- 13.04 No employee shall be paid more than once for the same overtime.
- 13.05 (a) Normal hours of work will be the same in all departments with the exception of the Sawmill; the first shift will be from 7:00 a.m. to 3:30 p.m. The second shift will be from 3:30 p.m. to 12:00 a.m., with a one half hour unpaid lunch period on each shift. The normal hours of work for the third shift will be from 12:00 a.m. to 7:00 a.m. The work week for the third shift will be from 12:00 a.m. to 7:00 a.m. The work week for the third shift will start at 12:01 a.m. Monday.
- 13.05 (b) Normal hours of work for the Sawmill and Log Yard will be as follows; the first shift will be 6:45 a.m. to 3:15 p.m. The second shift will be from 3:30 p.m. to 12:00 a.m., with a one half hour unpaid lunch period on each shift. The normal hours for the third shift will be from 12:00 a.m. to 6:45 am. The work week for the third shift will start at 12:01 a.m. Monday.
- 13.06 When a half shift or more in any department is lost due to breakdown in any two (2) week period, the Company may provide that the lost time may be made up on the Saturday following at straight time.

13.07 (a) Overtime will be on a voluntary basis giving preference to those normally performing such work in their respective departments they are assigned to, provided overtime is distributed evenly among those available for work in the classification involved, on a monthly basis. For the purposes of distribution of overtime, overtime refused is considered overtime worked.

13.08 The Company will give a meal allowance of seven dollars and fifty cents (\$7.50) to employees working more than two (2) hours over their normal shift on unscheduled overtime. Effective November 28, 1999 the meal allowance shall be increased to eight dollars (\$8.00).

ARTICLE 14 RELIEF PERIODS

14.01 A paid relief period of ten (10) minutes away from work will be provided during the first half of the shift, and a paid relief period of ten (10) minutes will be provided during the last half of the shift. The first relief period shall not be later than three (3) hours following the beginning of the shift. The second relief period shall not be later than one (1) hour before the end of the eight (8) hour shift. The Company will schedule the relief periods. On the third shift, the two (2) relief periods will be scheduled consecutively, giving a twenty (20) minute break at approximately midway through the shift.

ARTICLE 15 WAGES

15.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement the schedule of wage rates attached hereto as Schedule A.

15.02 Wage rates for new job classifications or modified job classifications arising during the term of this agreement will be negotiated with the Company by

the Union Executive. Upon failure to reach settlement the matter shall be dealt with at the renewal of this collective agreement.

ARTICLE 16 SHIFT DIFFERENTIAL

16.01 Those employees assigned to the second and third shifts will be paid \$0.37 and \$0.42 respectively per hour above base pay, while working those shifts.

Effective November 28, 1998 increase shift differential from \$0.37 and \$0.42 per hour to \$0.38 and \$0.43 per hour.

Effective November 28, 1999 increase shift differential from \$0.38 and \$0.43 to \$0.40 and \$0.45 per hour.

(a) Powerhouse employees will be paid (\$0.28) cents per hour on straight time hours worked in lieu of the premiums for second and third shifts and Sundays.

16.02 Employees working the 12.15 p.m. to 6:45 a.m. shift will be paid eight (8) hours at their regular third shift rate. Employees not working the full third shift will be paid one-half hour extra pay, providing they work at least three and one-half (3 1/2) hours, but less than six point seventy-five (6.75) hours.

ARTICLE 17 CALL-IN AND REPORTING

17.01 Employees who have not been previously warned by the management by word of mouth, phone call, or radio bulletin one (1) hour before scheduled starting time of shift not to report to work and who report to work at their regular shift and are sent home because of lack of work shall be paid the equivalent of four (4) hours work at their regular rate, provided that if requested by the Company employees shall perform available work to which they may be assigned. It is further provided that this provision shall not apply in

case of rain, nor in the event of a power, water, or steam failure, fire, snowstorm or any other condition beyond the control of the Company occurring before starting of shift.

17.02 Employees called in to work when off shift shall be paid time and one-half for the actual time worked, or a minimum of four (4) hours at regular rate.

17.03 Employees called in to work on an emergency when off shift shall be called in or paid for at least the equivalent of four (4) hours pay at their regular rate. This does not apply to overtime, scheduled on reasonable notice.

ARTICLE 18 HEALTH AND SAFETY

18.01 The Union agrees to co-operate with the Company in the prevention of accidents and the maintenance of rules in the plant. The Company shall make all reasonable provisions for the safety and health of its employees, and the Union Steward Committee shall have the right to make recommendations to the management respecting the safety and health of its employees.

(a) Without limiting the Union's rights within the Grievance Procedure or under the Occupational Health and Safety Act, the parties agree that every effort should be made to resolve any health and safety matters in dispute, within the Joint Health and Safety system.

18.02 Employees will be required to wear or use such safety apparel or equipment as may be deemed necessary by the Company.

18.03 The Company will provide one (1) apron per year for regular lumber handlers. The Company will provide mitts for regular lumber handlers. When mitts become unsafe to work in they will be turned in and replaced with new mitts.

The Company will provide coveralls or equivalent to the following positions:

- All Maintenance Personnel
- All Boilerhouse Personnel
- Garage Personnel
- Sawyers
- Filer(s)
- Veneer Mill Knife Grinder(s)
- Stacker Operators
- Planer Setup Personnel
- Debarker Operators

18.04 The Company agrees to compensate employees, who have completed their probationary period, for the purchase of safety boots to a maximum of fifty-five dollars (\$55.00) per contract year.

Effective November 28, 1998, increase safety boot allowance from \$55.00 per contract year to \$60.00 per contract year.

Effective November 28, 1999, increase safety boot allowance from \$60.00 per contract year to \$65.00 per contract year.

This amount will be payable to eligible employees on October 1st, of each year.

ARTICLE 19 STAND-BY PAY

19.01 In the event of employees being required to stand-by for any reason, such employees shall be paid their regular rate.

ARTICLE 20 VACATIONS WITH PAY

20.01 Vacation with pay will be granted to all employees who have completed one (1) year of continuous service as of July 1, as follows:

- (a) Employees with one (1) year but less than six (6) years of continuous service who are on the active payroll as of July 1 will receive two (2) weeks of vacations with pay calculated at four percent (4%) of their gross earnings for the previous twelve (12) month period beginning with May 1.
- (b) Employees with six (6) years but less than twelve (12) years of continuous service who are on the active payroll as of July 1 will receive three (3) weeks of vacations with pay calculated at six percent (6%) of their gross earnings for the previous twelve (12) month period beginning with May 1.
- (c) Employees with twelve (12) years but less than twenty (20) years of continuous service who are on the active payroll as of July 1 will receive four (4) weeks of vacation with pay calculated at eight percent (8%) of their gross earnings for the previous twelve (12) month period beginning May 1.
- (d) Employees with twenty (20) years but less than twenty-five (25) years of continuous service who are on the active payroll as of July 1 will receive five (5) weeks of vacation with pay calculated at ten percent (10%) of their gross earnings for the previous twelve (12) month period beginning with May 1.
- (e) Employees with more than twenty-five (25) years of continuous service who are on the active payroll as of July 1 will receive six (6) weeks of vacation with pay calculated at twelve percent (12%) of their gross earnings for the previous twelve (12) month period beginning with May 1.

20.02 Employees will indicate their preference for their third, fourth, and fifth weeks of vacation by giving thirty (30) days notice to the Company prior to May 1. Senior employees will be given preference in

scheduling the third, fourth, and fifth weeks of vacation.

20.03 The employee shall be paid for eight hours at his/her regular rate for each scheduled vacation day taken so long as that amount does not exceed his/her vacation pay accrual. Employees who do not wish to receive their vacation pay at the time of their vacation, must advise their supervisor in advance of the vacation.

- (a) Pay in lieu of vacation will be paid no later than the last pay before September 31 of each year. The accrual for vacation pay shall commence September 1st and end August 31st of the following year.
- (b) Employees shall be allowed an advance on their vacation pay if they so choose, providing the amount is in their vacation accrual.
- (c) Vacation pay will be paid for vacation scheduled a week in advance of the actual vacation date requested by the Supervisor.

20.04 If any employees who are entitled to vacation pay should quit, be discharged, or have their employment terminated, they will receive the vacation pay to which they are entitled in accordance with the Employment Standards Act for the Province of Ontario and the above provisions.

20.05 As far as it is practical, every effort will be made to grant vacations at times requested by employees, giving preference to seniority in case of conflict of dates between employees, but the final designation of the vacation period is exclusively reserved to the Company in order to ensure the proper and orderly operation of the plant.

However, the first two (2) weeks of vacation an employee is entitled to, will be granted during the period of June 1 through Labour Day if requested by the employee, unless the employee voluntarily works

during the vacation shut down period. The equivalent vacation time may be taken after Labour Day.

20.06 In the event of the death of an employee who has qualified for vacation in accordance with the foregoing provisions, the Company will pay to their beneficiary or to their estate the vacation pay to which they were entitled at the time of death as outlined in this Article.

20.07 "Active payroll" to mean an employee who has seniority in the plant as outlined in the collective bargaining agreement.

ARTICLE 21 PAID HOLIDAYS

21.01 Employees who have completed thirty (30) working days of employment will be paid eight (8) hours pay at their regular rate for the following holidays:

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

Holidays that fall on Saturday or Sunday will be celebrated on the preceding Friday or the following Monday, at the Company's option, except for Stationary Engineers, helpers, and maintenance employees, who will celebrate the holiday on the actual day of the holiday.

21.02 To be eligible for holiday pay, employees must work the scheduled work day immediately preceding and the scheduled work day immediately following such holiday, except that employees will be considered as having worked if they are on scheduled vacation. Holidays falling during absence due to illness, layoff, or authorized leave will be paid if the holiday falls either within one (1) week after the first day worked or within one (1) week before the date of return to work. The Company may request proof of illness,

- 21.03 Employees working on a statutory holiday listed under 21.01 above shall receive pay at time and one-half for all hours so worked in addition to holiday pay for which they are eligible.
- 21.04 Day of Mourning: In recognition of workers who have lost their lives in the work place, the Company agrees to lower any flags upon the property to a position of half mast on the date of April ~~28th~~ of each year and to allow the union to recognize these workers through a black ribbon arm band sponsored program, with the cost of the ribbons being co-shared by the Union and the Company.

ARTICLE 22 LEAVES OF ABSENCE

- 22.01 Employees will be given reasonable leaves of absence without pay, on request, for union business, without loss of job or seniority. Such leaves of absence will be conditional on availability or suitability of replacement and upon reasonable notice, but not to consist of more than one year on any one (1) leave of absence.
- 22.02 Leaves of absence up to six (6) months or for one academic term may be granted for personal reasons, to employees who have completed their probationary period, upon written request to the General Manager, specifying date of return, provided that such leave does not interfere with proper and orderly plant operations. Such employees will be returned to the same job as held prior to such leave without loss of seniority unless otherwise requested. Leaves will not be granted for reasons of seeking alternate employment outside the bargaining unit.
- 22.03 Leaves of absence for periods of **up** to two (2) years may be granted for prolonged illness. Proof of illness and disability will be required.
- 22.04 Employees not returning upon the expiration of leaves of absence shall be considered to have quit voluntarily unless the Company is notified and an extension granted. A medical examination may be

required prior to any extension. A copy of all approved leaves of absence will be given to the Union Secretary.

ARTICLE 23 FUNERAL LEAVE

23.01 When death occurs to an employee's immediate family as defined below, the employee will be granted leave to attend the funeral and shall be paid for (8) hours at **his/her** regular straight time for time lost up to a maximum of three (3) consecutive work days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. The day of the funeral must be one of the three (3) days. Pay will be granted for the regular scheduled work days during the period.

The three (3) day funeral leave will be granted over a seven day period for scheduled worked days beginning with day death occurs.

Immediate family shall mean mother, father, grandmother, grandfather, brother, sister, son, daughter, grandchild, current spouse, current mother-in-law, father-in-law, brother-in-law, sister-in-law, and step\father, step\mother, step/brother, step\sister, step/children if raised as a family unit.

23.02 If conditions are such that employees cannot attend the funeral and it is necessary for the employee to lose time from work, the Company will pay the employee up to eight (8) hours straight time pay for time lost as bereavement pay.

23.03 In the event death occurs to any member of the immediate family as defined above, a doctor's certificate or other proof of death must be furnished to the Company if and when requested.

ARTICLE 24 JURY DUTY

24.01 Upon completion of the probationary period, the Company will pay employees who are required to do jury service or subpoenaed as a witness by the Crown, the difference between their straight time hourly rate for the number of hours normally worked on their regular shift, but no more than eight (8) hours, and the payment received for jury service. Employees will present proof of jury service/subpoenaed by the Crown and the amount of pay received. This section will not apply where an employee voluntarily seeks jury service.

24.02 Jury pay is intended to prevent loss of wages that would have been earned had jury duty not interfered. Therefore, jury pay will not be given under the following conditions:

- (a) for Saturdays, Sundays, and holidays;
- (b) during an employee's vacation;
- (c) during a layoff of a department or operation for a full shift or more;
- (d) for more than the number of hours regularly scheduled for the employee's job, not to exceed eight (8) hours;
- (e) in the event the jury service on any one is half-day or less, employees will be required to devote the remainder of the day to their regular duties with the Company;
- (f) for a period in excess of fifteen (15) days of jury service.

ARTICLE 25 STRIKES AND LOCKOUTS

25.01 In view of the orderly procedure for settling grievances, the Company agrees that it will not cause or direct any lockout of its employees, and no employee will engage in any strike or other collective action which will stop, curtail, or interfere with work or production. The Union agrees that if any such collective action takes place, it will repudiate it forthwith and instruct its members to return to work.

ARTICLE 26 NOTICES

26.01 Except where otherwise provide any notice which either party desires to give to the other shall be given by prepaid registered mail as follows:

(a) To the Company: General Manager
Agawa Forest Products
A Division of E. B. Eddy Forest
Products Ltd.
45 Third Line West
SAULT STE. MARIE, Ontario
P6A 5P7

(b) To the Union: President, Local 1000
IWA - CANADA,
20 East Perth Bay
SAULT STE. MARIE, Ontario
P6C 5Z9

with a copy to: IWA - Canada
2088 Weston Road
WESTON, Ontario
M9N 1X4

Any such notice given under this Agreement shall be deemed given and received as of the second business day following the date of mailing.

ARTICLE 27 INSURANCE

27.01 The Company agrees to pay the cost of a semi-private hospital insurance plan.

27.02 The Insurance Plan includes:

- (a) Ontario Health Insurance Plan for employee and family;
- (b) Life Insurance in the amount of twenty seven thousand dollars (\$27,000.00). Life insurance

- (c) for the employees spouse in the amount of ten thousand dollars (\$10,000.00) and employees children in the amount of five thousand dollars (\$5,000.00).
- (c) Accidental Death and Dismemberment in the amount of twenty seven thousand dollars (\$27,000.00) for those employees.
- (d) A Weekly Indemnity Program fully integrated with Unemployment Insurance Sick Benefits. Weekly Indemnity will be paid from the date of disability to commencement of the Unemployment Insurance Benefit in the case of a non-industrial accident and from seven (7) days following date of disability to commencement of Unemployment Insurance Sick Benefits in the case of illness. The Weekly Indemnity Benefit will recommence following the expiration of the fifteen (15) week Unemployment Insurance Sick Benefit and will continue until a total of twenty-six (26) weeks of U.I.C. and Weekly Indemnity Benefits have been paid or until the employee returns to work, if sooner.

An employee who verifies to the Company that he or she is not eligible for Unemployment Insurance Sick Benefits either because he or she did not meet the initial work requirements for an Unemployment Insurance Claim, or who, due to reoccurring illnesses, has used up a fifteen (15) week Unemployment Insurance Sick Benefits Claim and has not been able to work a sufficient period of time to qualify for a second Unemployment Insurance Sick Benefit Claim; will be paid the Weekly Indemnity Benefit to a maximum of twenty-six (26) weeks on any single claim.

The weekly indemnity payment will be three hundred dollars, (5300.00).

- (e) Drug Plan for employee and family with 100% of the cost of prescribed drugs provided after a \$2.00 per prescription deductible to a maximum of \$40.00 per year. Prescription drug coverage is provided to dependent children between the ages of 21 and 25 who are attending a college or university full time.
- (f) Fifty five percent (55%) of the premium cost of a Dental Plan. The plan provided is Blue Cross #9 or equivalent which consists of Family Deductible of twenty-five dollars (\$25.00) with one hundred per cent (100%) reimbursement of eligible amounts over the deductible. Reimbursement will be based on a two year lag.

Effective November 28, 1998 increase the Company's contribution to the Dental Plan premium from 55% to 60%.

Effective November 28, 1999 increase the Company's contribution to the Dental Plan premium from 60% to 70%.

- (g) The Company agrees to pay for an Optical Plan that pays one hundred and twenty-five dollars (\$125.00) once every two years per employee and family member.
- (h) The Company agrees to introduce an employee paid Long Term Disability plan equivalent to the staff plan.

ARTICLE 28 RETIREMENT PLAN

28.01 The Company will sponsor a Group Registered Retirement Savings Plan.

28.02 (a) For each employee on the active payroll who has completed one full year of service as of December 31st of each calendar year, and

who has worked or received paid leave for 1040 hours or more in the year, the Company will contribute twenty-two cents (\$0.22) per hour to the Group Registered Retirement Savings Plan, based on forty (40.0) hours per week for fifty two (52) weeks or for hours paid whichever is greater.

For each employee on the active payroll who has completed one full year of service as of December 31st of each calendar year and who has not worked or received paid leave for 1040 hours, the Company will contribute twenty-two cents (\$ 0.22) per hour to the Group Registered Retirement Savings Plan, based on actual hours paid.

Effective November 28, 1998 the Company will contribute twenty-seven cents (\$.27) per hour to the Group Registered Retirement Savings Plan.

Effective November 28, 1999 the Company will contribute thirty-two cents (\$.32) per hour to the Group Registered Retirement Savings Plan.

- (b) For each employee on the active payroll, who had attained the age of fifty-five (55) years prior to 1 January, 1990, the amount in (a) above shall be twenty-four cents (\$0.24) per hour.

Effective November 28, 1998, the amount in (a) above shall be twenty-nine cents (\$.29) per hour.

Effective November 28, 1999, the amount in (a) above shall be thirty-four cents (\$.34) per hour.

The parties agree that all monies contributed by the Company under 28:02 a) and b) are to be locked in and used for pension purposes only. Arrangements will be made

with the RRSP Carrier to ensure that the plan is set up in this fashion.

(c) "Paid Leave" shall mean vacation, paid sick leave, and absences due to union leave or injuries compensable under the Workers' Compensation Act.

(d) The company shall make monthly contributions to the Group Retirement Savings Plan for those employees eligible.

28.03 Every employee will retire by the end of the month during which he or she attains the age of sixty five (65).

28.04 In the year of his or her retirement, the contribution will be prorated for that portion of the year preceding the retirement.

28.05 An employee whose employment is permanently discontinued for any reason must leave the Company sponsored Registered Retirement Savings Plan.

28.06 An employee may make additional voluntary contributions to the Registered Retirement Savings Plan of not less than thirteen dollars (\$13.00) per pay period. Lump sum voluntary contributions will also be accepted on an annual basis.

28.07 For each employee on the active payroll who has completed their probationary period, the Company will contribute twenty-seven and one half cents (\$ 0.275) per hour towards the Group Retirement Savings Plan, based on all hours paid, including overtime. These monies will be identified on the pay stubs on a bi-weekly basis.

ARTICLE 29 BULLETIN BOARDS

29.01 The Union shall be permitted to post notices on the bulletin boards provided by the Company, provided such notices are signed by the proper officer of the ~~Union and are~~ **limited** to official Union business.



Other notices are to have approval of the Company before posting.

ARTICLE 30 TEMPORARY TRANSFERS

30.01 a) Any employee who temporarily transfers from this location to any other location of the Company, shall receive the rate of this plant or the rate of the plant to which he/she is temporarily transferred, whichever is the higher rate.

Seniority, for all purposes, shall be calculated by site. Seniority rights are not transferable between sites, nor shall there be any cross-site bumping.

b) All temporary transfers are by consent of the employee and the union.

c) No temporary transfer shall be used to eliminate any overtime or training situations which may be underway or should arise.

d) No temporary transfer shall exceed five (5) days unless mutually agreed upon by the union and the employee.

30.02 Employees temporarily transferred to another job at the convenience of the Company shall receive the rate of the job or their regular rate, whichever is higher. Employees transferred in lieu of layoff to another job will receive the rate of that job upon transfer.

ARTICLE 31 DURATION OF AGREEMENT

31.01 The parties hereto mutually agree that this Agreement shall be effective to ~~November 27, 2000~~ and thereafter from year to year unless ninety (90) days written notice of contrary intention is given by either party to the other party. The notice required shall be validly and sufficiently served, given or made at least sixty (60) days prior to the expiration date of

any yearly period. Negotiations are to commence within fifteen (15) days of serving notice,

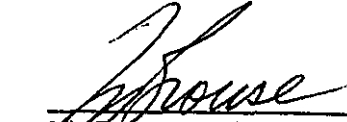
31.02 If this Agreement is not continued hereunder or no new Agreement is reached at the expiration date of this contract and negotiations are continued. The Agreement shall remain in force up to the time a subsequent Agreement is reached or negotiations are terminated by either party.


5/19/98 37

Signed this 19th day of May 1998,
in Sault Ste. Marie, Ontario.

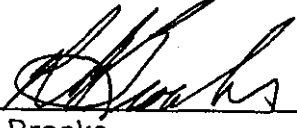
FOR THE COMPANY


Agawa Forest Products, A Division
of E. B. Eddy Forest Products Ltd.
Sault Ste. Marie Veneer & Sawmill Operations


M. Brouse - General Manager
Agawa Forest Products


J. Ramsay
Director of Human Resources
Forestry and Wood Products


B. Robinson
Vice President - Human Resources


R. Brooks
Human Resources/Health &
Safety Coordinator

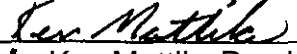

E. Murray
Lumber Production Manager


V. Boschi
Veneer Production Manager

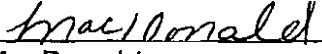
FOR THE UNION

Industrial Wood and
Allied Workers-CANADA
Local 1000


Mr. Joe DaCosta
IWA-CANADA, Local 1000


Mr. Ken Mattila-President
Local 1000


R. Boulard - Member
Negotiating Committee


V. MacDonald
Negotiating Committee

T. O'Donnell - Member
Negotiating Committee


A. B. Cranston - Member
Negotiating Committee


A. Palarchio - Member
Negotiating Committee

SCHEDULE "A"**Department and Job Classification**

	<u>NOV 28/97</u>	<u>NOV 28/98</u>	<u>NOV 28/99</u>
Sawmill			
Labour & Clean Up	\$13.19	\$13.59	\$13.99
Chipper	\$13.67	\$14.07	\$14.47
Labour - Boardway Racking	\$13.67	\$14.07	\$14.47
Racking & Checking	\$13.80	\$14.20	\$14.60
Debarker Operator	\$13.89	\$14.29	\$14.69
Resaw	\$14.02	\$14.42	\$14.82
Green Chain Grader	\$14.02	\$14.42	\$14.82
Bull Edger	\$14.02	\$14.42.	\$14.82
Edger	\$14.13	\$14.53	\$14.93
Trimmer Operator	\$14.23	\$14.63	\$15.03
Filer "B"	\$14.50	\$14.90	\$15.30
Filer "A"	\$15.61	\$16.01	\$16.41
Sawyer(1)	\$16.26	\$16.66	\$17.06
Head Filer	\$16.86	\$17.26	\$17.66
Lumber Yard			
Labour-Labourers and Helpers	\$13.19	\$13.59	\$13.99
Labour-Dry Line Rackers	\$13.57	\$13.97	\$14.37
Labour-Dry Line Planer Feeder	\$13.57	\$13.97	\$14.37
labour-Dry Kiln Helper	\$13.75	\$14.15	\$14.55
Stacker Operator	\$13.89	\$14.29	\$14.69
Forklift(-10,000)	\$13.89	\$14.29	\$14.69
Trimmer Operator	\$13.89	\$14.29	\$14.69
Fork Truck Operator(+10,000)	\$14.11	\$14.51	\$14.91
Dry-Line-Fork Lift/Utility	\$14.11	\$14.51	\$14.91
Package Maker	\$14.24	\$14.64	\$15.04
Planer Operator(incl.Maint)(1)	\$14.24	\$14.64	\$15.04
Lumber Inspector(3)	\$14.24	\$14.64	\$15.04
Forklift Operator/Shipper	\$14.74	\$15.14	\$15.54
Kiln Operator(1)	\$15.24	\$15.64	\$16.04
Log Yard			
Carry Lift Operator	\$14.11	\$14.51	\$14.91
Mobile Hydraulic Loader Operator	\$14.59	\$14.99	\$15.39

Department and Job Classification

Veneer Mill	<u>NOV 28/97</u>	<u>NOV 28/98</u>	<u>NOV 28/99</u>
Labour	\$13.19	\$13.59	\$13.99
Diehl Splicer Feeder	\$13.19	\$13.59	\$13.99
Diehl-Splicer Offbearer	\$13.19	\$13.59	\$13.99
Patching Machine Operator	\$13.19	\$13.59	\$13.99
Lay Up	\$13.40	\$13.80	\$14.20
In Line Bunch Clipper Operator	\$13.40	\$13.80	\$14.20
Fischer Operator	\$13.40	\$13.80	\$14.20
Elliot Clipper Operator	\$13.40	\$13.80	\$14.20
Salvage Clipper Operator	\$13.40	\$13.80	\$14.20
Trim Saw Operator	\$13.40	\$13.80	\$14.20
Jointer Operator	\$13.40	\$13.80	\$14.20
Crate Maker	\$13.40	\$13.80	\$14.20
Drag Saw Operator	\$13.56	\$13.96	\$14.36
In Line Dryer Operator	\$13.56	\$13.96	\$14.36
Hog & Core Saw Operator	\$13.56	\$13.96	\$14.36
Debarker Operator	\$13.69	\$14.09	\$14.49
ipper Helper	\$13.69	\$14.09	\$14.49
Defect Clipper Operator	\$13.85	\$14.25	\$14.65
#2 Line Grader	\$13.85	\$14.25	\$14.65
In Line Grader	\$13.97	\$14.37	\$14.77
Shipper	\$13.97	\$14.37	\$14.77
Marker	\$14.12	\$14.52	\$14.92
Carry Lift Operator	\$14.12	\$14.52	\$14.92
Panel Grader	\$14.24	\$14.64	\$15.04
Quality Control Lead Person	\$14.95	\$15.35	\$15.75
Knife Grinder(1)	\$15.61	\$16.01	\$16.41
Lathe Operator(1)	\$15.99	\$16.39	\$16.79
Head Lathe Operator(1)	\$16.26	\$16.66	\$17.06
Maintenance/Powerhouse			
Shift Engineer-(2nd Class)	\$17.55	\$17.95	\$18.35
Lic. Maintenance Tradesmen (4)	\$16.26	\$16.66	\$17.06
Unlic. Maintenance Tradesmen	\$15.61	\$16.01	\$16.41
Shift Engineer-Replacement (3rd class Papers)(2)	\$15.55	\$15.95	\$16.35
Operator (3rd class)	\$14.95	\$15.35	\$15.75
General Equipment Operator	\$14.11	\$14.51	\$14.91
Operator (4th class)	\$14.05	\$14.45	\$14.85
Helper No qualifications	\$13.25	\$13.65	\$14.05
Knife Grinder	\$14.50	\$14.90	\$15.30
Labourer	\$13.19	\$13.59	\$13.99

(1) Training Rate will be \$.50 less for the first 1,040 hours.

(2) +\$.25 per module towards next class

(3) Plus \$.15 per grading ticket

Leadhands will be paid a premium of \$1.00 per hour.

Where the company exercises its right to combine classifications, the parties agree that the rate will be pro rated accordingly.

Maintenance Tradesmen

- (4) For the purpose of this agreement, the following will be considered as trades under the "Maintenance Tradesmen" classification as outlined in Schedule "A" Motor Mechanic, Carpenter, Electrician, Machinist, Millwright, Welder, Pipefitter.

It is understood and agreed that the maintenance department shall continue to follow the current practice of working as a unit covering all of the above noted trades.

Lead Hand Definition:

A lead hand is defined as a person in the bargaining unit whose duties shall be to direct the work of certain employees assigned to him/her in addition to his own regular production duties. He/she shall not have the right to hire or fire or discipline other members of the bargaining unit.

SCHEDULE "B" - SUNDRIDGE

Department and Job Classification

	<u>NOV 28/97</u>	<u>NOV 28/98</u>	<u>NOV 28/99</u>
Forklift Operator	\$14.11	\$14.51	\$14.91
Labour	\$11.60	\$12.00	\$12.40

LETTER OF UNDERSTANDING

BETWEEN

**AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.**


AND

**IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000**

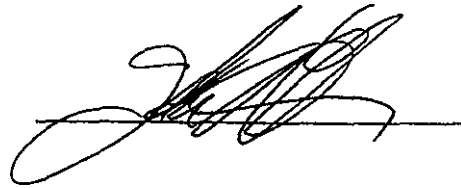
Notwithstanding Article 2 - Scope. Doug Bowen will not be a member of the bargaining unit for as long as he remains in the classification of lumber grader. This individual shall be allowed to use his seniority within the classification of lumber graders for purposes of layoff/recall.

FOR THE COMPANY

FOR THE UNION



Handwritten signature of Doug Bowen, written in black ink over a horizontal line.



Handwritten signature, written in black ink over a horizontal line.

LETTER OF UNDERSTANDING

BETWEEN

**AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.**

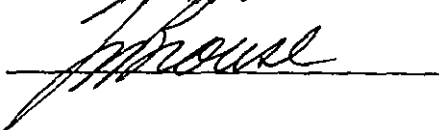
AND

**IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000**

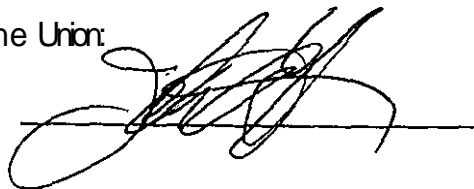
- a) **All** classifications and wage rates pertaining to the Woodlands Operations are hereby set aside from the current collective agreement.
- b) Any such classification will be reactivated if the need arises and the wage(s) shall be brought up to date on the basis of increases achieved in the renewal of the collective agreement. New classifications shall be dealt with as per Article 15.03.
- c) This letter will be automatically renewed each time the collective agreement is renewed,

Signed at Sault Ste. Marie, Ontario, this 15th day of May, 1998.

For the Company:



For the Union:



LETTER OF UNDERSTANDING

BETWEEN

**AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.**

AND

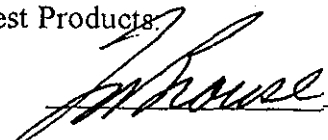
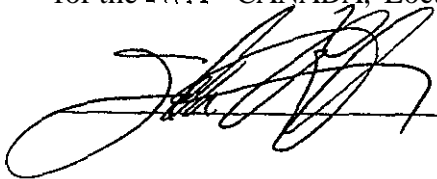
**IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000**

Chip Vibrator Overtime

The running of the Sawmill chip vibrator on the weekend for supplying fuel to the Boiler House is to be shared with the Sawmill employees. A list will be posted in the Sawmill for sharing of this overtime. This list is for the Sawmill employees and for the purpose of this specific overtime, will include the Plant Maintenance General Equipment Operators for the equal distribution of the overtime hours available. As per the terms of the Collective Agreement, for the purposes of distribution of overtime, overtime refused is considered overtime worked.

for the IWA - CANADA, Local 1000

for AGAWA
Forest Products



May 14/98
Date

LETTER OF UNDERSTANDING

BETWEEN

**AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.**

AND

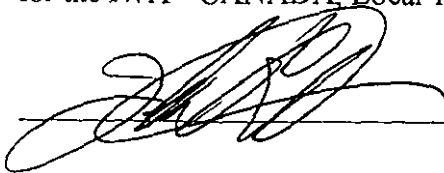
**IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000**


Grinding Bandmill Overtime

The job of assisting the Head Filer grind the bandmill is part of the Filer's function and is to be performed by the Filing Room staff. As per the terms of the Collective Agreement, for the purposes of distribution of overtime, overtime refused is considered overtime worked.

for the IWA - CANADA Local 1000

for AGAWA Forest Products:







Date

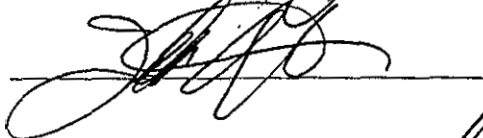
LETTER OF UNDERSTANDING
BETWEEN
AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.
AND
IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS -CANADA LOCAL 1000

ARTICLE 13 - HOURS AND OVERTIME

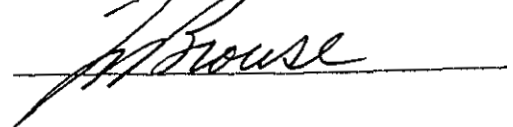
Our ability to meet the challenges of the marketplace will be greatly enhanced by our ability to respond quickly to opportunities as they **arise**.

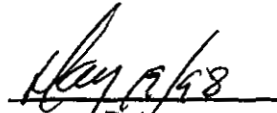
To this end, the parties agree to work together to finding ways and means to capitalize on these opportunities when they arise. Without limiting where these discussions may go, the Union agrees that they would be prepared to enter into discussions on amending the hours of work in response to an opportunity. It is understood and agreed that any such change would require the approval of the membership prior to its implementation.

for the IWA - CANADA, Local 1000



for AGAWA Forest Products:




Date

5/7/98 46

LETTER OF UNDERSTANDING

BETWEEN

**AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.**

AND

**IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS -CANADA LOCAL 1000**

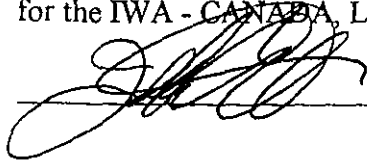
Sick Leave

The Company agrees to provide benefits for the first 24 months while people are off on disability or sickness leave. If at the end of the 24 month term, personnel would like benefits to continue for any length beyond the 24 month term, they would have to provide Agawa with post-dated cheques in the amount of 100% of the cost of the individual's premium.

Those individuals going off on WSIB will be contacted by the Company to obtain confirmation that they would like to continue on the Dental Plan while they are off on WSIB.

for the IWA - CANADA, Local 1000

for AGAWA Forest Products:



May 15/98
Date

LETTER OF UNDERSTANDING

BETWEEN

AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.

AND

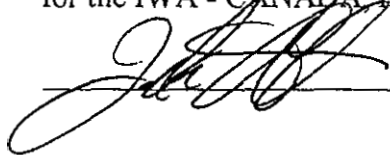
IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000

Tool Allowance

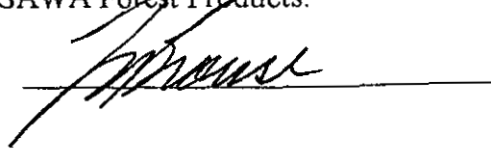
The Company agrees that it will provide free coverage against loss by fire, theft or breaking of tradesmen's tools normally required by tradesmen to the full replacement value of such tools, while on authorized Company property or work sites. In order to receive this coverage tradesmen shall be required to supply the Company with an up to date inventory of such tools, so that proper coverage can be provided.

for the IWA - CANADA Local 1000

for AGAWA Forest Products:



06/13/98
Date



LETTER OF UNDERSTANDING
BETWEEN
AGAWA FOREST PRODUCTS
A Division of E. B. Eddy Forest Products Ltd.
AND
IWA - CANADA
INDUSTRIAL WOOD AND ALLIED WORKERS - CANADA LOCAL 1000

Early Retiree Insurance Coverage

The following outlines the benefits available to early retirees.

Benefit Description

Life Insurance

Flat amount of \$25,000.

Accidental Death and Dismemberment

An additional amount equal to the Life Insurance benefit will be paid in the event of accidental death.

Hospital

Hospital accommodation is the difference between the public ward allowance under the Provincial Hospital Plan and the private room rate in a Licensed Hospital.

Medi-Pack

Your deductible per calendar year is **nil**.

Reimbursement is 90% of covered charges.

Lifetime maximum of \$10,000

Dental

Payment in accordance with the 1991 Dental Association Schedule of Fees for General Practitioners,

Your deductible per calendar year is nil.

Basic Services

Reimbursement is 80% of Insured Charges.

Maximum is \$1,500 in any calendar year.

Survivor Extension

In the case of your death, Hospital, Medi-Pack and Dental coverage will be extended to your eligible dependants until the 2nd anniversary of your death.

Changes in Coverage

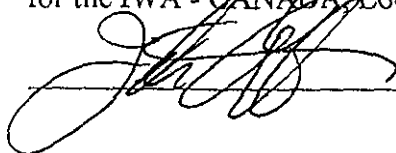
Changes in coverage due to reclassification, dependency status for gross salary will take effect on the date of the change. **You must be** actively at work in order for your insurance to increase.

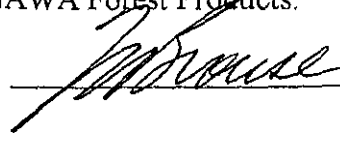
Termination of Benefits

All benefits terminate at age 65 or after a period of 2 years, whichever *is* earlier.

for the IWA - CANADA Local 1000

for AGAWA Forest Products:





May 19/98
Date