
Collective Agreement

between

Nexfor, Norbord Industries Inc.
Cochrane Division

And

I.W.A. Canada
Local 2995

Begins:
06/01/2002

Terminates:
05/31/2007

11689 (03)

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COLLECTIVE AGREEMENT

BETWEEN

NORBORD INDUSTRIES INC.

(Cochrane Division)

(PLYWOOD)

(hereinafter referred to as the "Company")

AND

I.W.A. CANADA, LOCAL 2995

(hereinafter referred to as the "Union")

ARTICLE I - PURPOSE

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

1.02 In this Agreement, words using the masculine gender include the feminine and neuter.

ARTICLE II - RECOGNITION

2.01 a) The Company recognizes the Union **as** the sole collective bargaining agent of all employees of the plywood Plant of Norbord Industries Inc., Cochrane Division at Cochrane, Ontario save and except supervisor, persons above the rank of supervisor, ~~office staff and~~ scalers.

2.01 b) The employee of contractors engaged by the Company in the plants and yard of the **Company** shall ~~be~~ considered employees within the terms of this Agreement; save and except the employees of contractors and/or the contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of **this** Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by **an** agreement with a Union or Unions affiliated with a central labour body covering such work.

The Company **agrees** that it will not employ contractors or sub-contractors to do maintenance work commonly performed by employees covered by the terms of this agreement. In such situations where additional manpower will be required to perform the above maintenance work, qualified employees will have the first right of refusal.

2.02 Supervisory personnel and Spare Supervisor, which includes contractors whose employees **are** considered to be employees under this agreement, shall not perform work which would normally **be a** function of **an** employee in **the job** classifications covered by this Agreement, except when instructing employees and in cases of emergency which involves physical danger to employees or danger **to** property.

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

ARTICLE III - PERIOD

3.01 The Company and the Union agree **one** with the other that they will abide by the articles of this Agreement from June 1st, 2002 to May 31st, 2007, inclusive, and from year to year thereafter, unless either party desires to change or terminate this Agreement, in which case the party desiring the change or termination shall notify the other party in writing, at least sixty (60) days prior to May 31st of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing, **as** to the changes desired.

ARTICLE IV - WAGE SCHEDULE

4.01 The wage schedule is attached hereto and forms a part of this Agreement.

4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements **occurs** in any job classification listed in the attached wage schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach **agreement**, the matter **may** be referred to section 8.05 of **the** grievance procedure.

4.03 For classified jobs not listed in this wage schedule, the Company may set estimated or temporary rates. **Any** such rates will be based on comparison with prevailing rates for a similar and/or related occupation in the attached wage schedule. After a trial period of thirty (30) days, any such rates shall be negotiated **with** the Local Union and upon agreement shall become part of the wage schedule **and** payment made retroactive, and after the thirty **(30)** day trial and following negotiations for such rates with the Local Union, if no agreement is reached, the matter shall become subject to the grievance procedure beginning at section 8.05.

ARTICLE V - UNION MEMBERSHIP

5.01 All present employees who are members of the Union and those who may become members of the Union shall maintain such membership in good standing **as** a condition of continued employment.

5.02 All new employees shall become members of the Union within fifteen (15) days from the day they **start** to work at the plant.

The Company will advise the Union within five (5) working days of **an** employee being hired.

5.03 For each individual employee who is a member of the Union or applies to become a member, the Company **agrees** that it will, on his behalf and upon his written request or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

The Company shall put employees on check **off** at time of hire or **return** to work and deduct the Union's monthly membership dues from monies due him.

Each new employee shall be allowed one half (**1/2**) hour on Company time to meet with the Union steward within the first week of completion of the probationary period.

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

5.04 Remittances of all deductions shall be sent to the Local Union, said remittances to be accompanied by itemized lists in alphabetical order, in duplicate, **showing** payroll numbers, full names

and amounts. The Company shall deliver the above not later than the end of the following month. A copy of the list will ~~be~~ given by the Company ~~to~~ the Union Steward.

5.05 The Local Union shall furnish the Company with a list of Local Officers and representatives and shall amend these lists ~~as~~ changes occur.

5.06 The ~~Company~~ will furnish ~~a~~ list of supervisory personnel to the Union office at the ~~start~~ of the contract year and amend it, if required at the end of each month. The amended list will show the effective date of changes. Failure to advise the Union of such changes will not in any way affect the authority of supervisors.

The Company will also maintain an up to date listing of spare supervisors. Such listing will be posted on the bulletin boards and a copy will be provided to the Union.

5.07 When hiring employees the Company will give preference to Union members provided they apply for work or that the Union applies on their behalf and provided they are capable and available to perform the work required.

5.08 Representatives of the Union carrying a certificate of authority signed by the President and Secretary of the Union shall have the right to visit the plant for the following purposes:

- 1) Evaluation of jobs and time studies connected therewith.
- 2) **The** investigation of alleged violation of **this** Agreement.
- 3) Investigation of grievances.
- 4) To post notices on Union Bulletin Board.

Prior to his visit, the Union representative shall report to the Plant Office to request permission for his visit, and to allow the Company to appoint a representative to accompany him. The Union representative shall conduct himself in a manner, which will not interfere with the normal operation of the plant during his visit.

ARTICLE VI - VACATIONS WITH PAY

6.01 For the purpose of **this** Article seniority will be acquired and maintained **as** defined in Article XII of this Agreement and the vacation year shall begin May 1st of each year.

Vacation pay credits shall be paid on the following basis and each 2% increment of vacation pay entitles an employee to one week of time off.

(a) 4% of **gross** earnings for employees who have less than four **(4)** years service with the Company.

b) 6% of **gross** earnings for employees who have ~~four~~ **(4)** years or more but less than eleven ~~(11)~~ years service with the Company.

(c) 8% of **gross** earnings for employees who have eleven ~~(11)~~ years or ~~more~~ but less than 18 years service with the Company.

(d) 10% of **gross earnings** for employees who have eighteen ~~(18)~~ years or more but less than thirty ~~(30)~~ years service with the Company.

(e) 12% of **gross** earnings for employees who have thirty ~~(30)~~ years or more service with the Company.

6.02 Vacation pay shall ~~be paid to~~ each employee by separate cheque to be issued during the first week of June, ~~at~~ the time of termination of employment or, at the employee's option, at the time of lay-off or when vacation is taken.

6.03 If there is to be a plant shutdown ~~of~~ one (1) week duration, or any further period ~~as~~ may be mutually agreed to between the Company and the Union, it will be scheduled each year during July and/or August. The Company will notify the Union at least three ~~(3)~~ ~~months~~ in advance of a proposed

vacation shutdown in order to allow for consultation between the Company and the Union as to duration and timing of such said shutdown.

An employee who **works** during the vacation shutdown **and/or** who is entitled to vacation time off in excess to the duration of the vacation shutdown, will be allowed to take such time off upon notice in writing **to** his supervisor. In case **too** many employees should seek additional time off, thereby jeopardizing efficiency of operation, time off will be scheduled in accordance with seniority.

6.04 An employee who has been continuously employed for one **(1) year**, shall take vacation time off at a time that is satisfactory to the employee and his supervisor.

If a plant vacation shutdown is not scheduled then the Company will grant vacation at times requested by employees giving preference to Senior employees provided that they make known their vacation choice to the company on a form provided one month after vacation schedules are requested. A minimum of twelve **(12)** employees per shift will be permitted to take their vacation at any time "as long as the proper and orderly operation of the plant are ensured."

Employees will be advised one month in advance of when the vacation **has** to be submitted.

6.05 Company will be permitted to hire student for vacation replacement as follows:

- Summer Vacation from June 1st to September 1st
- Christmas Holidays for **two** weeks
- March break (Local High School) for one week

Students hired to replace for summer vacation replacement ~~will~~ be paid at **75%** of the basic rate, no matter what job classification they are performing.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 (I) Employees shall be paid without the performance of work for the following holidays, at their regular rate of pay:

New Year's Day	Civic Holiday (1st Monday in Aug.)
January 2nd	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

11) In addition, employees who have accumulated one hundred and twenty (120) worked days, will be granted three (3) floating holidays per year to be taken at a time satisfactory to the employee and his Supervisor. If an employee has

not taken his floating holiday by the end of March each year and has not signified his intention of taking it, such floating holiday will be scheduled by the Company before May 31st of each year.

(III) Request for floaters are to be submitted in writing on forms supplied by the Company, three working days in advance of the floater with the exception of emergency situations. Management will respond, in writing **by** the end of the working day, which follows the date of the request. The Company will give the reason, in writing in case of a refusal.

7.02 When any of the above holidays occur on a Saturday or Sunday, the observance of the holiday shall be on the following Monday, or such other day that is celebrated as such.

For the purpose of this Agreement, a Saturday or a Sunday, or a holiday shall begin at 8:00 a.m. of the day and end at 8:00 a.m. the day following.

7.03 **An** employee who has established seniority in accordance with Article XII, and who works any of the available work days within the thirty (30) day period prior to the holiday, and who works the last scheduled shift prior **to** the holiday and the first scheduled shift following the holiday, unless his return to work is prevented by circumstance beyond his control and is validated by **an** appropriate document shall receive pay for the holiday.

7.04 Holidays occurring during the course of an allowed vacation period shall not be included as part of that allowance.

An employee who is qualified under Article XII and who works any of the available work days within the thirty (**30**) day period prior to the holiday, is on authorized leave of absence when the holiday **occurs**, he shall receive holiday pay for the first holiday that occurs during his absence.

7.05 **An** employee who is qualified under Article XII and who ceases work due to layoff during the twenty-one (**21**) day period immediately prior to the holiday shall receive holiday pay for all holidays within such twenty-one (21) day period.

7.06 **An** employee, who qualifies under section 12.02 (a) and **7.03**, who is obliged to cease work, due to sickness, pregnancy or accident certified by a licensed practitioner during the twenty-one (**21**) day period immediately prior to the holiday, shall receive holiday pay for all holidays within such twenty-one (**21**) day period.

7.07 If an employee who **has** established seniority in accordance with Article XII is recalled and works anytime during the fourteen (**14**) calendar day **period** immediately following the holiday, he shall receive holiday pay for the preceding holiday.

ARTICLE VIII
ADJUSTMENT OF GRIEVANCES

8.01 All disputes between employees and the Company shall be settled by the following procedures, and there shall be no stoppage of work because of differences.

8.02 The Union shall arrange for the election from its working membership 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 and Steward.

At the Company's request, should the Steward or members of the grievance committee be required to stay beyond his/her normal working hours, to discuss the adjustment of grievances, he/she will be compensated at the appropriate overtime rate.

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

Stage I

Any grievance arising during the term of this Agreement must be presented for adjustment within fourteen (14) days after the grievance has

occurred. 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 immediate supervisor and a decision thereon shall be rendered within five (5) days from the presentation of the grievance.

8.04 (a) **Stage II**

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 within such further time as may be mutually agreed.

8.04(b) In case of discharge or suspension by the Company, the Company will, within four (4) days, 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 within four (4) days. 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.

8.04 (c) 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.

8.05 Stage III

In the event that the grievance is not settled in the above manner, it shall be referred to the General Manager of the Company or his Representative and a Union Committee accompanied by the Union President or his Representative within (30) days ~~from~~ the date of the decision under paragraph 8.04 above.

8.06 Stage IV

In the event that the grievance is not settled in the above manner, it shall 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 twenty (20) days of the decision rendered under section 8.05 above.

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

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

Where mutually agreed, and prior to arbitration, the parties will share equally in the cost of a mediator, whose decision shall be binding. The parties will mutually agree to a list of mediators. If the parties cannot agree to the mediation process, the terms of the Collective Agreement shall apply.

Sunset Clause

An employee's record shall be cleared after two years excluding suspensions, which will be cleared after 36 months.

ARTICLE IX - NO STRIKE - NO LOCKOUT

9.01 There shall be no strikes called or supported by the Union or its members, and no lockout caused by the Company during the life of this Agreement or any renewal thereof.

ARTICLE X - WORKING CONDITIONS

10.01(a) It is agreed that the Company and the Union will co-operate collectively in improving safety and first aid practices. The Company and the Union **further** agree to set up and maintain a joint safety committee to promote safe working conditions and practices.

The Union Co-chair shall receive training from the Workers Health **and** Safety centre or its equivalent.

A complete safety inspection shall be carried out once a month, by members of a Health and Safety committee, (one from the Union and one from Management in their respective department). Time spent by employees on such safety activities shall be considered **as** time worked. The chairperson of each meeting shall make sufficient copies of the report going to the Company office, the Union office and the plant bulletin **boards**.

There shall be adequate First Aid Stations supplied **and** maintained by the Company at each Plant. Such station to meet the standards of the Workers' Compensation Act and the provisions of the Industrial Safety Act.

Adequate First Aid ~~kits~~ shall be supplied and maintained by the Company at suitable locations, throughout the Operations. Adequate transportation facilities and/or arrangements shall be provided by the Company for sick or injured employees.

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

10.01(1) All mobile equipment to be equipped ~~with~~ fire extinguishers, and it will be the responsibility of the operator to make ~~sure~~ that they are kept full at all time.

The Company agrees that it will provide tradesman fire insurance coverage against loss by fire or damage of the tools and tool chest required by such tradesmen, to the full value of such tools on Company property. To qualify for the above, tradesmen will supply an itemized list of tools and amend it as needed.

Tool Allowance

In June of each year, the Company agrees to pay a \$350.00 at ratification tool allowance to all Trades persons.

In June 2003, increase to \$400.00 tool allowance.

In June **2004**, increase to **\$425.00** tool allowance.

In June **2005**, increase to **\$450.00** tool allowance.

In June **2006**, increase to **\$475.00** tool allowance.

In the event of a tool being damaged through the normal course of work, the employee will first ~~seek~~ replacement from the supplier and if not successful, the tool will be replaced by the Company.

10.01(b) The company will provide free of charge the following safety apparel and equipment, gloves (smaller gloves for women), rain suits, coveralls for all maintenance work, welding shields, aprons and hard hats, safety glasses **and** ear protection where required. The Company will ensure that adequate safety switches **are** installed as required on machinery throughout the plant.

10.01(c) The Company agrees to pay the full cost (up to **\$105.00**) of one pair of approved safety boots once a year to each employee. **In 2003**, increase up to \$110.00. **In 2004**, increase up to **\$115.00**. **In 2005**, increase up to \$120.00. **In 2006**, increase up to **\$125.00**.

The Company agrees **to** pay an allowance at ratification of one hundred and twenty dollars (\$120) maximum to each employee, each year to

assist in the purchase of prescription safety glasses/frames for the workplace. Increase to \$130.00 in June 2004 and increase to \$140.00 in June 2006.

For those employees who have to wear bi-focal prescription safety glasses the maximum allowance will be one hundred fifty (\$150.00) dollars at ratification. Increase to \$160.00 in June 2004 and increase to \$170.00 in June 2006.

10.01(d) The Company shall pay to each employee the equivalent of one days wages on the first pay of December of each year towards clothing allowance.

10.02 It is agreed that during the life of this Agreement, there shall be no reduction in existing privileges.

10.03(a) The Company will provide adequate lunchroom space and ventilation, and will install a low heat oven.

The Company will endeavour to get the telephone Company to install pay phone, in a booth, in each lunchroom.

10.03(b) Car plug-ins shall be provided for employees' cars at the Company's parking lot and the power **to** be on at all time.

10.03(c) The Company will endeavour to provide adequate cleaning devices for employees' clothes.

10.03(d) Adequate lockers will be provided for all employees by the Company.

10.04 The Company will, in consultation with the Union, take such measures as required to improve ventilation, heating and dust control in the plant and lunchroom.

Company will add **fans** and make all possible effort to eliminate smoke as much as possible from the plant.

10.05 Employees will be paid by direct deposit every week on Thursday and stubs in separate sealed envelopes will be mailed to employees on the same day.

ARTICLE XI - HOURS OF WORK

11.01(a) The work week shall consist of 40 hours.

For employees who are scheduled to work on a three (3) shift operation, the work week shall consist of forty (40) hours, eight (8) hours per day beginning at 12:00 midnight Sunday to 12:00 midnight Friday, in accordance with the following schedule on the basis of rotation every week

No. 1 shift - 12:00 p.m. to 8:00 a.m.

No. 2 shift - 8:00 a.m. to 4:00 p.m.

No. 3 shift - 4:00 p.m. to 12:00 p.m.

(See Letter of Understanding "Work Week")

“The Company may operate the departments totally or in part on one, two or three shifts per day basis, up to a continuous basis of seven days per week. The parties agree that should a seven day operation be required, the hours of work and working conditions will be mutually agreed upon at that time.”

11.01(b) For employees working in the green end and veneer grading on a two **(2)** shift schedule, the work week shall consist of forty **(40)** hours, eight **(8)** hours per day beginning at 7:30 a.m. Monday to 1:00 a.m. Saturday, in accordance with the following schedule on the basis of rotation every week:

No. **1** shift - 7:30 a.m. to 4:00 p.m.

No. **2** shift - 4:30 p.m. to 1:00 a.m.

11.01(c) For employees who are scheduled to **work** on a one (1) shift operation, the work day shall consist of eight **(8)** consecutive hours between the hours of 8:00 a.m. to 4:30 p.m., mealtime excepted with half hour for lunch not paid.

11.01(d)

Maintenance twelve **(12)** hour shift schedule

1. For the maintenance 12-hour shift, the workweek will commence Sunday at 6:00 am. Maintenance employees who are required to work the schedule will work **84** hours in each 2-week

period. Any regularly scheduled Sunday hours will be paid one and one half times the regular rate plus any applicable shift differential.

2. Employees will be paid at a rate of double time for work in excess of regular scheduled shift on Sunday and on paid holidays.

3. Employees on a **12** hours shift operation will be allowed **3 (10** minute breaks) and **2 (30** minute meal breaks) over the duration of the shift. The intent is to schedule these breaks every **two** hours.

4. For those employees working 12-hour shifts, all compensable days as outlined in the Collective Agreement (example: jury duty, bereavement, etc...) will be compensated 12 hours.

5. The night shift premium (no 3 shift premium) will be paid to employees working the night shift.

6. Vacation shall be booked in groups of scheduled shift. In the event that a single day remains, the employee will be entitled to schedule this day.

7. Holidays with pay and their observance. It is understood that this applies to employees working 12-hour shifts on a 7 days a week

rotation and the holidays with pay referred to here are those covered under Article 7.01 (l) of the Collective Agreement.

8. Observance of a holiday **will** be on the day of the holiday with the only exception being Canada Day, which will be observed on the day the production employees observe it.

9. Employees who are not scheduled to work on a holiday shall receive a day off in lieu of the holiday and **12-hour** pay at the regular rate for the lieu day when it is taken.

10. For the following holidays December 25, 26, January 1st and 2nd lieu days may be scheduled during those holidays.

11. Employees scheduled on night shift on a scheduled holiday shall work the shift as scheduled and shall be permitted a day off in lieu to be taken at another time. This is in order to cover for production start-up.

12. On night shift (weekends) only one authorized leave for a day in lieu will be granted.

13. Lieu days shall be granted same as floaters; three days prior notice and seniority shall govern the decision if more than one request for a lieu day is made.

14. Lieu days shall be cumulative within the same vacation year only; from May 1 to April 31.

11.02(a) Employees on two **(2)** shift operation, will be allowed (2) 15 minutes coffee break on Company time at mid point of each half shift and 30 minutes lunch break not paid at the mid point of each shift.

The above will only apply when on a two (2) shift plant wide operation, except the dryer and core composers.

11.02(b) When the plant is on a three (3) shift operation, employees who are scheduled to work on a two (2) shift schedule will be allowed two (2) fifteen **(15)** minute coffee breaks on Company time to be taken at the mid-point of each half shift and a thirty (30) minute paid lunch break at the mid-point of each shift for a total of eight and one half **(8 1/2)** hours. The half hour paid lunch break will be paid at straight time.

Employees on three (3) shift operations will be allowed one half (1/2) hour for lunch on Company time to be taken between the fourth and **fifth** hour.

11.02(c) All employees on shift rotation will be allowed a (1) one 10 minute coffee break on Company time to be taken at the mid-point of each half shift.

All employees working straight day shift will be allowed (1) one - (15) fifteen-minute coffee break on Company time to be taken at the mid-point of each half shift.

11.02(d) Individual employees can elect to spend their lunch break either in the lunch room or outside of the Company premises, but if they elect to go out, they will be required to punch their cards when going and when returning to work.

Trades people whose lunch is taken on Company time will not be allowed to leave the premises during lunch on evening and night shift. However, permission to leave the premises will be granted for special circumstances.

11.03(a) If **an** employee reports for work and no work is available, he will receive four **(4)** hours pay for reporting to work, if he commences work and no work is available for him to complete his shift, he shall be paid for eight (8) hours' pay at his regular rate.

To qualify for the above, the employee must remain on the job until told by the supervisor that he may leave and must accept other than his normal work if it is offered.

11.03(b) The hours of work of all employees shall be scheduled and posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period, subject to the following:

An employee's scheduled shift may be changed at the Company's request, provided he is paid one and one half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between the shifts worked.

11.04(a) Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturday and all hours worked by an employee outside his scheduled shift shall be paid for at the rate of time and one-half, except as specified in Article 11.01, and as follows:

11.04(b) Time worked on Sunday or any of the holidays specified in this Agreement shall be paid for at the rate of double time.

For Sunday drying, including dryer feeder, dryer out feed, clean-up, lift and the core composer, work will be offered to regular employees at one and one half times their regular rate. Those positions which cannot be filled by regular employees may be offered to part-time employees in accordance with Article 11.08. When the core composer is operating on Sunday the lift will be paid at double time.

11.04(c) Employees who are willing to work overtime, will be required to signify by signing the overtime sheet each week. Overtime requirements

will be distributed by seniority, to employees who normally perform the work requiring the overtime. Preference will be given for the shift: (weekend overtime).

Day shift workers get day shift overtime
Afternoon workers get afternoon overtime
Graveyard workers get graveyard overtime

Maintenance employees who sign the overtime list may be scheduled to work on their off days and shall be paid at the prevailing overtime rates for such work.

After two (2) or more hours of overtime consecutive to a regularly scheduled shift the Company will allow a lunch period of thirty (30) minutes to an employee and provide a lunch free of charge or allow the necessary time with pay to the employee to go home for lunch.

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

11.05 All employees scheduled to rotate on two (2) and three (3) shift operations shall receive the following amount in addition to their regular rate for each hour worked at straight time:

Effective date of ratification**40¢ per hour for regular hours worked on the No. 2 shift;****50¢ per hour for regular hours worked on the No. 3 shift.**

11.06 Any overtime worked on Saturday or Sunday of six (6) hours or more shall include a thirty (30) minutes lunch break.

11.07 Spare Employees

Notwithstanding any other provision of the present Agreement, the Company may employ up to three (3) Spare Employees whose working conditions shall be governed solely by the present section:

a) a spare employee is selected by the Company from regular employees who are on layoff and have recall rights; if none are available, he is hired specifically for that purpose;

b) he is called in when needed to replace absent employees: to that end, he must be available on one (1) hour's notice on all three (3) shift;

c) he is paid at the rate of the job to which he has been assigned including shift premium when applicable;

d) subject to his prompt response to each and every call-in which occurs that week, a spare employee is paid at the applicable rate for the number of hours worked during each week he is on stand-by duty, but in no case shall he receive less than the equivalent of twenty-four **(24)** hours of pay at the lowest rate according to the Wage Schedule at Appendix 'A';

e) he is entitled to all health and welfare benefits unless otherwise specified.

f) Notwithstanding 11.07 (d), when a Saturday shift is scheduled at the core composer, lift or clean-up and the employee has not completed his/her forty **(40)** hour work week, they will be given priority to perform the above work at regular straight time rate, provided they have been trained in this position.

11.08 Part-time employees (drying and core composer)

Notwithstanding any other provision in the present Agreement, the Company may hire part-time employees whose working conditions are defined in the present article. Employees on lay-off will be given priority over part time employees to work on weekends provided they are paid at straight time.

a) they may only work in the drying operation, the core composers, lift and clean-up between 00:01 a.m. Saturday and 11.59 p.m. Saturday which constitutes their work week;

b) they may be scheduled on one (1), two (2) or three (3) shift operations;

c) they do not accumulate seniority, nor are they entitled to health & welfare benefits nor to the pension plan;

d) they shall be paid the prevailing job rate for the work they perform but shall not be eligible for overtime pay.

ARTICLE XII - SENIORITY

12.01(a) The Company recognizes the principle of seniority. Seniority shall govern in promotions, transfers, layoffs and recalls after layoff, provided the employee has the necessary qualifications of knowledge, skill and ability to perform the work required.

An employee's seniority shall be his length of service with the Company dating back to his original hiring day or in case his service was broken as defined in section 12.03 his hiring date after his last break in service. Employees must make all reasonable effort to notify their supervisor if they are to be late for a regularly scheduled shift. The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave.

An employee who has accrued seniority and is then employed by the Union or the Company in a position beyond the scope of this Agreement shall continue to accrue and retain such accrued seniority for a period not exceeding one (1) year unless otherwise mutually agreed to. Such employees may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit,

The Company shall immediately notify the Union in writing upon transferring a member to a full time management position.

An employee who anticipates not to be able to report for work for reasons beyond his control, must notify the Company at the earliest possible time prior to his scheduled shift. (at least one (1) hour for employees on day shift and two (2) hours for employees on night and evening shift). The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

Before returning to work after an excused absence, an employee must advise his supervisor one (1) week prior to date of return if absent for thirty (30) working days or more, and one (1) day if less than 30 working days.

12.01(b) Employees who are or become expectant mothers shall be allowed such time off as is medically required by their condition without loss of seniority,

12.01(c) **An** employee who has been absent from work due to accident, sickness, pregnancy or authorized leave of absence has the right to return to the job classification he held prior to such absence, providing all other conditions of this Article are met by such said employee.

12.02(a) A new employee of the Company shall be considered a probationary employee until he has completed 240 regular hours of work in one period of employment, or any other time limit mutually agreed to by the Company and the Union, within a four **(4)** month period, after which his seniority shall date from his original hiring date. In all cases where the employee ceases to work for the Company, for reasons beyond his control, after he has completed 15 days of employment, the Company shall advise the Union in writing within two (2) days of such separation and give reasons for the separation.

12.02(b) Grievances may not be presented in connection with the discharge or layoff of probationary employees unless the discharge or layoff is claimed to be discriminatory.

12.03 An employee shall lose all seniority and his employment with the Company if he or she:

- a) Quits or is discharged and not reinstated.
- b) Fails to report for work following recall as provided in section 12.04 (b) or fails to return from an authorized absence on the date specified unless in either case, his return to work on time is prevented by circumstances beyond his control, and he has taken the necessary steps to advise the supervisor.
- c) Is absent without permission for two (2) consecutive days unless such absence is for reasons beyond his control and he has taken the necessary steps to advise the Company.

12.04(a) In case of layoff, the Company will notify in writing the employees intended to be laid off and the Union Steward at least five (5) days in advance. The Company may postpone the notice of lay-off, in this case, the original notice will remain valid for a period up to 30 days.

In cases of lay-off due to break-down, the employees affected, will be paid in accordance with Article 11.03 and will not be permitted to exercise their seniority rights to another job the same day and for the following day on their scheduled shifts. Should the breakdown last more than the above-mentioned period (48) hours the employees will be permitted to exercise their seniority rights for another job on any shift in accordance with Article 12.01 (a).

12.04(b) When the date of recall is known or anticipated at the time of lay-off, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to **an** employee at his given address with copy to the Union Office, at least ten (10) days, before he is required to report to work. Employees will be required to acknowledge receipt of such notice within four (4) days and report for work on the date specified, unless other arrangements have been made in writing.

12.04(c) If as a result of a layoff or for any other reason, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference. Provided the employee has the aptitudes of skill, efficiency, and ability, he will be trained by the Company in order to meet the job requirements. **An** employee will be allowed ten (10) working days in which to qualify or such other period as may be mutually agreed to.

12.05(a) When an employee is transferred at the request of the Company to meet production requirements to a lower paying job, the employee will be paid at the rate of the job from which he has been so transferred.

It is understood that such transfers will be made in conformity to Article 12.01 (a).

12.05(b) For a transfer at the request of the employee, payment from the date of transfer will be made at the rate of the new occupation or classification.

12.05(c) For all other transfers (including, but not limited to transfer due to inefficiency, inability, health, safety and demotions for cause,) payment shall be made at the rate for the job to which the transfer is effected.

12.05(d) Promotions shall mean advancement to a job which carries a higher rate of pay or is a steady day job.

12.06(a) Where a vacancy occurs immediate notice thereof will be posted on the bulletin board for a period of three (3) **working** days for which the Company may make a temporary appointment to such vacant job. However, in case replacement is required for a vacancy of less than fifteen (15) consecutive working days, such vacancy may be filled by temporary appointment without posting.

If the vacancy is the result of an illness or an accident and the length of the absence can be approximated, such vacancy will be posted and subsequent related vacancies appointed as per seniority amongst qualified employees.

Seasonal work created during the log hauling from mid-November to mid-April. It is agreed that these jobs are seasonal in nature and that they will be posted. Positions left vacant by the successful candidates will be filled by appointment as per seniority amongst qualified employees. Upon completion of these positions, all affected employees will revert to their original positions. The seasonal job is Second yard lift.

12.06(b) Employees will not be considered for a vacant job, unless they apply in writing during the three (3) day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant. All possible effort will be made to advise absent employees of such vacancy. A copy of the notice of vacancies, along with the names of applicants, will be given to the Union Steward.

Forms for bids will be made available to employees and all bids will be held in a sealed box to be handled and checked only by the Plant Supervisor.

12.06(c) The vacancy will be filled by the senior applicant who, provided he has the aptitudes of skill, efficiency and ability, will be trained by the Company in order to meet the job requirements. An employee accepting the posted job shall be allowed a minimum of ten (10) working days in which to qualify or any further time as may be mutually agreed. Failure of an employee to qualify, shall entitle him to his former job. However, said employee may be reviewed after five (5) working days and if necessary may be returned to his/her former classification if mutually agreed between the Company and the Union.

An employee who applies for any job vacancy must, if his seniority and qualifications permits, fill the vacancy he has applied for.

12.06(d) **Job** Training Program

“In order to promote efficient operations and to encourage employees’ development, the parties agree that employees may be required to obtain mandatory training up to sixteen **(16)** hours per year, as scheduled by the Company. This refers to legally required training and to training on Company programs, policies and procedures. The Company will provide 10 days of notice to all employees except employees on a twelve (12) hours schedule which **will** be provided with twenty **(20)** days of notice, and will offer the choice of one of two dates to choose from.”

12.07 An employee who has successfully claimed and filled a job, shall be ineligible to further bid for another vacancy before three **(3)** months have elapsed unless such vacancy is a promotion.

12.08 A seniority list shall be prepared and posted monthly on the bulletin board by the Company, showing each employee’s name with Christian names, clock number and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union office.

12.09 **An** employee who has established seniority in accordance with section 12.00 of this article shall retain such seniority for twelve (12) months during lay-off. However, for an employee not recalled, the twelve (12) month period shall be extended for

another twelve (12) month period if requested in writing by the employees affected or by the Union on his behalf.

12.10 During the course of normal operations there is an ongoing need to temporarily transfer employees to accommodate for breaks, equipment failure and unexpected absences. In such situations, notwithstanding any other provisions of this agreement, the Company may temporarily transfer employees for up to ten (10) working days without regards to seniority.

12.11 Notwithstanding any other provision of the present Agreement, the Company may create positions solely for employees assigned to suitable work under the Worker's Compensation Amendment Act 1989 (sill 162). The Company shall not be obliged to post such positions and seniority shall not apply in the selection of employees to fill such positions.

12.12 Should an employee be laid off as a result of technological change, he/she will be entitled to one (1) week per year of service. Such entitlement will be limited to thirty (30) weeks.

ARTICLE XIII - BULLETIN BOARDS

13.01 The Union shall have the right to post notices dealing with Union affairs upon bulletin boards of the Company, subject to such notices having the approval of Company management before such posting.

ARTICLE XIV - PENSION AND WELFARE

14.01 Each employee who has established seniority in accordance with Article XII shall be entitled to the following benefits and the cost of these benefits will be paid in **full** by the Company.

14.01 a) **A group life insurance benefit effective date of ratification in the amount of \$60,000 and an accidental death and dismemberment benefit for up to a maximum of \$60,000.**

Effective June 1, 2004 increase to \$70,000 and A.D.&D. Effective June 1, 2006 increase to \$80,000 and A.D.&D.

An employee who is laid off will continue to receive life insurance coverage until the end of the current insurance policy month during which he is laid off.

Delete reference to one year time limit in A.D.&D.

14.01 b) A weekly benefit providing seventy (70) percent of weekly earnings (forty hours time **an** employee's regular rate) up to a maximum of **\$570.00** per week, effective at the date of ratification to commence **on** the first day **in** cases of a non-compensable accident and on the fourth continuous day from the commencement of a disability due **to** sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks. The **5/12** U.I.C. rebate will be retained by the Company.

Effective June 1, 2003, increase to **\$580.00/week.**

Effective June 1, 2004, increase to **\$590.00/week.**

Effective June 1, 2005, increase **to** **\$600.00/week.**

Effective June 1, 2006, increase to **\$610.00/week.**

All insurance correspondence will be duplicated and given to the employee.

In case of Weekly Indemnity claims, all cost of medical reports, doctors certificate or notes requested **by** the Company or the Insurance Carrier **will** be paid in full **by** the Company.

The Company will supply to each employee and to the Union a pamphlet in French and in English explaining the benefits of the group insurance policy.

In case of day surgery, the employee will be covered from the 1st day upon proof thereof.

14.01 c) A drug plan benefit whereby an employee, upon having a prescribed drug ordered must pay the druggist a flat rate of thirty-five (.35) cents per prescription, the balance **being** covered by the carrying insurance Company.

14.01 d) A semi-private hospitalization benefit,

14.01 e) The Company's contribution to benefits for employees who are off work due to a workers' compensation claim or short term disability claim will be continued for a **period** of up to twelve (12) months.

For employees receiving Long Term Disability benefits for claims incurred on or after June 1, 1999, Group Life insurance and Drug plan will be continued for a period of one year.

14.01 f) If an employee covered by the Company's present Weekly Indemnity Plan suffers a disability for which payment is in dispute or delayed with the W.S.I.B., Weekly Indemnity payment will be made retroactive if requested by the employee and provided he has been **off work** for at least one (1) month due to the disability without W.S.I.B. having accepted the claim and providing the employee is

subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.S.I.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payments received to the appropriate fund.

14.01 g) For employee who qualify under Article XII, the Company agrees that an employee shall be paid at the regular rate for the balance of his shift lost because of injury while at work. It is also agreed and understood that where an employee is unable to return to work he will be required to show proof to qualify for the above.

14.01 h) VISION CARE PLAN

The Company **will** pay the full cost of a Vision Care Plan **\$160/24 months** effective date of ratification covering all employees and their dependants. **Effective June, 2003, increase to \$180.00/24. Effective June, 2004, increase to \$200.00/24.**

14.01 i) The Company will provide an Extended Health Care Plan (major medical insurance benefits) paid in full by the Company including chiropractic treatment.

ARTICLE XV - BEREAVEMENT PAY

15.01 For an employee who has established seniority, when death occurs to a member of an employee's immediate family, that is, the employee's, mother-in-law, father-in-law, brother, sister, children, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, spouses grandparent, grandchildren, the employee will be granted leave to attend the funeral and shall be paid for eight **(8)** hours at his regular straight time rate for time lost up to a maximum of three (3) consecutive 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 lost during this period. Five **(5)** days with pay will be provided on death of an employee's spouse, children father or mother.

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

It is understood that for purposes of this Article step-relatives will be considered the same as blood relatives, as listed above.

ARTICLE XVI - JURY DUTY

16.01 In the case of an employee who has established seniority and who is called for Jury service or subpoenaed as a witness, the Company shall pay for each day of such service, an allowance equal to the difference between **(8)** hours of pay based on his regular straighttime hourly rate and the payment he received for Court service. Arbitration and W.S.I.B. hearings are not considered Court service in the context of this Agreement. The employee will present proof of service and of pay received therefore when making his claim for such allowance. **An** employee who is called for Court service must notify the Company immediately.

ARTICLE XVII - DENTAL CARE PLAN

17.01 A dental care plan with participation compulsory for all employees on the following basis:

I. Eligibility

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

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to layoff or leave of absence, but not beyond the end of the month

following the month in which such absence commences (except in the case of pregnancy and/or parental leave where benefits will be continued **as** prescribed by regulations).

2. Plan Design

- Preventive and Basic Services, as provided in Blue Cross No. 7 basic plan and Rider No. 1 or its equivalent including endodontic and periodontic services.
- Major Restorative services **as** provided in Blue Cross Rider No. 2 or its equivalent will be reimbursed at 50% with a \$1,500 maximum per person for all services combined per benefit year.
- Orthodontic services as per Blue Cross Rider No. 3 or its equivalent will be reimbursed at 50% with a lifetime benefit of \$1,000 per person. This amount will be increased to **\$1,250** in June **2005**.

The Company agrees to provide the Union with a copy of plan document relating to the Plan.

Benefits are reimbursed in accordance with Ontario Dental Association, with **a** one **(1)** year lag on the fee guide for General Practitioners.

3. Administration

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

4. Premiums

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

5. Integration

The Plan will not provide like benefits where such are currently being provided by federal or provincial legislation,

If during the life of this Agreement federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

ARTICLE XVIII - MANAGEMENT RIGHTS

18.01 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 provision **of** this Agreement.

ARTICLE XIX - LONG TERM DISABILITY BENEFIT PLAN

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

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

All **costs** of medical reports requested by the Company or the insurance carrier will be covered by the Company.

1. Eligibility

The Long Term Disability Benefit Plan shall be compulsory for all employees who have accumulated 45 working days seniority with the Company.

2. Effective date of coverage

On the original effective date, an eligible employee was entitled to coverage provided he was actively at work on the first day the Long Term Disability Benefit Plan became effective.

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

The company shall have the right to require medical examinations of employees returning from such absence to determine their eligibility under the plan.

3. Qualifying Period

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two **(52)** weeks of benefits entitlement for the same disability under the Weekly Indemnity Plan. Benefit payment shall not commence during a strike until the termination of the strike.

4. Definition of Disability

"Disability" shall mean an insured employee who has received ~~fifty-two~~ **(52)** weeks of benefits for the same disability under the Weekly

Indemnity Plan and is thereafter unable because of disease or injury to work at any occupation in the Company for which he is reasonably fitted by education, training or experience.

5. Amount of Benefit (maximum monthly payment)

a) **Effective date of ratification and for future claims only the disability benefit shall be 55% of monthly earnings as defined in (5b), up to a maximum monthly payment of \$1,850.**

Effective June 1, 2003 increase to \$1,900.00.

Effective June 1, 2004 increase to \$1,950.00.

Effective June 1, 2005 increase to \$2,000.00.

Effective June 1, 2006 increase to \$2,050.00.

b) "Monthly Earnings" means, in the case of a day or shift worker, $173 \times$ his regular hourly rate.

c) "Hourly Rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or **shift** bonus.

d) The benefits payable under this Plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan.

Benefits are not affected by War **Pensions**, W.C. Disability Pensions, or by any insurance policies he may have purchased himself.

6. Duration of Benefit

- a) Benefits will be paid for one month, for each completed ~~month~~ of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.
- b) Disability benefits will be paid one month in arrears.
- c) Effective June 2004 on all new claims, employees will continue getting drug plan and life insurance coverage while receiving Long Term Disability benefits.

7. Termination of Benefits

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

- a) **On** the date the employee ceases to be disabled. (If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan), or
- b) **On** exhaustion of the benefit period, or
- c) Up to normal retirement age (65), or
- d) On death

8. Exclusion

a) **An** employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.

b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:

- i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
- ii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or
- iv) Disability for which the employee is not under the treatment of a physician, or
- v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and

treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician,

- vi) **For a period of confinement in a prison, jail or criminal institution.**

9. Rehabilitation

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

10. Physical Examinations

The Company and/or the insurer reserve the right to require periodical physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer. Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

All cost of medical reports, doctors' certificates or notes requested by the Company or the Insurance Carrier will be paid in full by the Company.

ARTICLE XX PENSION PLAN

20.01 Defined contribution

The Company agreed to establish a plan to provide pension at retirement, effective since January 1, 1987. This Pension Plan is in the form of a **\$80.00 at ratification** per month per defined contribution to be deposited with a Trustee to the credit of individual account under the Plan.. The Company pays the cost of establishing the account for each employee and the ongoing cost of administration and investment is deducted from each account. **Effective June 1, 2003 change \$90.00 per month. Effective June 1, 2004 change \$95.00 per month. Effective June 1, 2005 change \$100.00 per month. Effective June 1, 2006 change \$110.00 per month.**

20.02 Contribution and matching amount

Since June 1, 1988, any member of the plan who makes a contribution by payroll deduction, at the rate of **\$80.00 per month at ratification**, the Company will match this with a further \$80.00 of monthly contribution. **Effective June 1, 2003 change \$90.00 per month. Effective June 1, 2004**

change \$95.00 per month. Effective June 1, 2005
 change \$100.00 per month. Effective June 1, 2006
 change \$110.00 per month.

Employees/employer contributions *to* be deposited in the members account not later than 7 calendar days in the following month in which the contributions/deductions are made.

All employees shall fully participate in the Pension Plan.

20.03 The Company shall contribute **the monthly required contribution set out in Article 20.01 and 20.02 above** to each member's account each month, in which a member who has not attained age 65 is entitled to receive pay for time worked or is on:

- a) Weekly Indemnity
- b) The first twelve (12) months of benefits under the Workers Compensation Act (Ontario)
- c) Vacation, or
 Jury **Duty**, Bereavement Leave, Maternity Leave, Apprenticeship Leave or other leave authorized by the Company.

20.04 Full time employees will join the plan after completing one year of continuous service. Committee to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

20.05 Bridging Supplement

The Company agrees to provide an early retirement payment to employees who retire prior to attainment of age **65**. This opportunity will apply only to employees who reach **60** years of age and have worked more than twenty (**20**) years for the Company.

Employees making this choice will receive **\$15.00** per month per year of service. The above will continue until attainment of age **65** or the death of the retiree which ever occurs first. Example: 30 years service x \$15.00 = \$450.00 per month.

20.06 Supplemental Long Service Award

Employees who meet the eligibility criteria for the Bridging Supplement set out in Article 20.05, above, but who continue to work shall receive a Supplemental Long Service Award in the amount set out below and payable on June 1st.

- a) In the first year that the employee is eligible, a gross lump sum payment equal to 2% of past year's gross earnings and one week vacation;
- b) In the second year that the employee is eligible, a gross lump sum payment equal to 4% of past year's

- gross earnings and two weeks vacation;
- c) In the third year that the employee is eligible, a gross lump sum payment equal to 6% of past year's gross earnings and three weeks vacation;
 - d) In the fourth year that the employee is eligible, a gross lump sum payment equal to 8% of past year's gross earnings and four weeks vacation;
 - e) In the fifth year that the employee is eligible, a gross lump sum payment equal to 10% of past year's gross earnings and five weeks vacation.

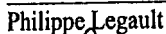
ARTICLE XXI - PAID EDUCATION LEAVE

21.00 At ratification three (.03) cents per regular hours worked for each employee shall be paid to the Union Office in order to pay for Educational needs of the members. Effective June 2004, increase to four (.04) cents per regular hours worked for each employee.

The above shall be paid on a quarterly basis.

SIGNED IN TIMMINS, ONTARIO THIS 18TH
DAY OF NOVEMBER 2002.

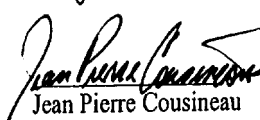
FOR THE COMPANY: FOR THE UNION:


Philippe Legault

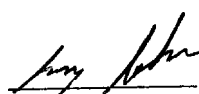

Damien Roy


Rick Linklater


Guy Bourgoain

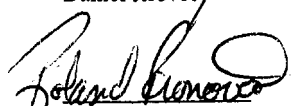

Jean Pierre Cousineau


Tony Delaurier


Gary Sedore


Girard Lamothe


Daniel Jirovec


Roland Pronovost

PLYWOOD PLANT - WAGE SCHEDULE

CLASSIFICATION	June 1 <u>2002</u>	June 1 <u>2003</u>	June 1 <u>2004</u>	June 1 <u>2005</u>	June 1 <u>2006</u>
Carry Lift Operator	\$20.37	\$20.97	\$21.57	\$22.17	\$22.77
Debarker Operator	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Ponds	\$19.40	\$20.00	\$20.60	\$21.20	\$21.80
Swing Saw	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Lathe Operator 8 Foot	\$20.53	\$21.13	\$21.73	\$22.33	\$22.93
Lathe Operator 4 Foot	\$20.37	\$20.97	\$21.57	\$22.17	\$22.77
Chipper Operator	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Clipper Table 8 Ft (2 nd)	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Clipper Table 4 Ft (2 nd)	\$19.40	\$20.00	\$20.60	\$21.20	\$21.80
Lift Truck (Production)	\$19.58	\$20.18	\$20.78	\$21.38	\$21.98
Dryer Feeder	\$19.49	\$20.09	\$20.69	\$21.29	\$21.89
Dryer Discharge 8 Foot	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Dryer Discharge 4 Foot	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08

CLASSIFICATION	June 1 <u>2002</u>	June 1 <u>2003</u>	June 1 <u>2004</u>	June 1 <u>2005</u>	June 1 <u>2006</u>
String Machine Operator	\$19.49	\$20.09	\$20.69	\$21.29	\$21.89
Core Composer	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
8' Core Composer	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Core Saw	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Patcher	\$19.58	\$20.18	\$20.78	\$21.38	\$21.98
Clean-Up Man	\$19.40	\$20.00	\$20.60	\$21.20	\$21.80
Glue Area Supervisor	\$20.04	\$20.64	\$21.24	\$21.84	\$22.44
Glue Spreader Feeder	\$19.80	\$20.40	\$21.00	\$21.60	\$22.20
Glue Spreader (Lay-up)	\$20.04	\$20.64	\$21.24	\$21.84	\$22.44
Glue Spreader (Outfeed)	\$19.80	\$20.40	\$21.00	\$21.60	\$22.20
Press (Lead)	\$19.76	\$20.36	\$20.96	\$21.56	\$22.16
Press (Helper)	\$19.58	\$20.18	\$20.78	\$21.38	\$21.98
Trim Saw Grader	\$19.85	\$20.45	\$21.05	\$21.65	\$22.25
Putty Line	\$19.58	\$20.18	\$20.78	\$21.38	\$21.98
Sander (Lead)	\$19.85	\$20.45	\$21.05	\$21.65	\$22.25
Panel grader	\$19.85	\$20.45	\$21.05	\$21.65	\$22.25

CLASSIFICATION	June 1 2002	June 1 2003	June 1 2004	June 1 2005	June 1 2006
Spare Man	\$20.04	\$20.64	\$21.24	\$21.84	\$22.44
shipping	\$19.40	\$20.00	\$20.60	\$21.20	\$21.80
Lift Truck (Shipping)	\$19.58	\$20.18	\$20.78	\$21.38	\$21.98
Handyman	\$20.00	\$20.60	\$21.20	\$21.80	\$22.40
Knife Grinder	\$20.73	\$21.33	\$21.93	\$22.53	\$23.13
Veneer Grader	\$19.81	\$20.41	\$21.01	\$21.61	\$22.21
Electrician Lead	\$25.26	\$25.86	\$26.46	\$27.06	\$27.66
Electrician A	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Electrician "I"	\$22.59	\$23.19	\$23.79	\$24.39	\$24.99
Electrician "II"	\$21.71	\$22.31	\$22.91	\$23.51	\$24.11
Electrician "III"	\$21.38	\$21.98	\$22.58	\$23.18	\$23.78
Electrician "IV"	\$21.05	\$21.65	\$22.25	\$22.85	\$23.45
Electrician Helper	\$20.00	\$20.60	\$21.20	\$21.80	\$22.40
Millwright Lead	\$25.26	\$25.86	\$26.46	\$27.06	\$27.66
Millwright "A"	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Millwright Oiler	\$23.65	\$24.25	\$24.85	\$25.45	\$26.05

CLASSIFICATION	June 1 <u>2002</u>	June 1 <u>2003</u>	June 1 <u>2004</u>	June 1 <u>2005</u>	June 1 <u>2006</u>
Vibration Analyst	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Millwright "I"	\$22.59	\$23.19	\$23.79	\$24.39	\$24.99
Millwright "II"	\$21.71	\$22.31	\$22.91	\$23.51	\$24.11
Millwright "III"	\$21.38	\$21.98	\$22.58	\$23.18	\$23.78
Millwright "IV"	\$21.05	\$21.65	\$22.25	\$22.85	\$23.45
Millwright Helper	\$20.00	\$20.60	\$21.20	\$21.80	\$22.40
Machinist "A"	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Machinist "I"	\$23.19	\$23.79	\$24.39	\$24.99	\$25.59
Machinist "II"	\$22.36	\$22.96	\$23.56	\$24.16	\$24.76
Machinist "III"	\$22.05	\$22.65	\$23.25	\$23.85	\$24.45
Machinist "IV"	\$21.68	\$22.28	\$22.88	\$23.48	\$24.08
Machinist Helper	\$20.60	\$21.20	\$21.80	\$22.40	\$23.00
Welder "A"	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Welder "I"	\$23.19	\$23.79	\$24.39	\$24.99	\$25.59
Welder "II"	\$22.36	\$22.96	\$23.56	\$24.16	\$24.76

CLASSIFICATION	<u>June 1 2002</u>	<u>June 1 2003</u>	<u>June 1 2004</u>	<u>June 1 2005</u>	<u>June 1 2006</u>
Welder "III"	\$22.05	\$22.65	\$23.25	\$23.85	\$24.45
Welder "IV"	\$21.68	\$22.28	\$22.88	\$23.48	\$24.08
Welder Helper	\$20.60	\$21.20	\$21.80	\$22.40	\$23.00
Mechanic "A"	\$24.02	\$24.62	\$25.22	\$25.82	\$26.42
Mechanic "I"	\$23.19	\$23.79	\$24.39	\$24.99	\$25.59
Mechanic "II"	\$22.36	\$22.96	\$23.56	\$24.16	\$24.76
Mechanic "III"	\$22.05	\$22.65	\$23.25	\$23.85	\$24.45
Mechanic "IV"	\$21.68	\$22.28	\$22.88	\$23.48	\$24.08
Mechanic Helper	\$20.60	\$21.20	\$21.80	\$22.40	\$23.00
Carpenter	\$23.19	\$23.79	\$24.39	\$24.99	\$25.59
Carpenter Helper	\$20.60	\$21.20	\$21.80	\$22.40	\$23.00
Truck driver	\$21.24	\$21.84	\$22.44	\$23.04	\$23.64

JOB DESCRIPTION FOR TRADES AND HELPERS

1. Millwright Trade

Millwright Helper

Works **as** a trades helper, will be assigned to and take necessary direction **from** a Millwright "II", "I", "A" or "Lead".

A helper must be capable **of** performing independently wash jobs, greasing and oiling.

Shall be up-graded prior to or at the end one (1) year period to Millwright "IV".

Millwright "IV"

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

During the c o m e of his year, trainee must become proficient in good millwrighting practices in the **areas of fitting**, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be exposed to and begin the process of learning techniques required in trouble

shooting key production machinery, pipefitting, basic welding and machining, but will not be expected to display a high degree of proficiency in these **areas** at this point.

Millwright "III"

Must be capable of performing the **tasks** of fitting, aligning, lubrication and able to operate all shop tools and machines.

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

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

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

Millwright "II"

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

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

Must under supervision, become proficient at reading and understanding blue prints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet **speed and** power requirements correctly.

Millwright "I"

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

Millwright "A"

Must be in possession of a Millwright Certificate.

Millwright "Lead"

A millwright "Lead" must possess the qualifications set out under Millwright "A" and seniority shall not apply in the selection.

2. Electrician Trade

Electrician Helper

Will obtain practical experience at the plant level by working as an assistant to the Electrician as assigned.

Shall under the direction and supervision of the Electrician and Supervisors perform work common to the electrical trade on all types of machines and equipment used in the production of Plywood.

Shall be up-graded prior to or at the end of one (1) year period to Electrician "IV".

Electrician "IV"

Shall have successfully passed exams following his 1st year of apprenticeship in the electrical trade, or shall have completed one year in the classification of electrician helper.

Shall under direction from the electrician or supervisor obtain practical experience at the plant level allied to the 2nd year theory taught at the Provincial school and will be expected to perform work common to the Electrical Trade on all types of machines and equipment used in the production of Plywood.

Electrician "III"

Shall have successfully passed exams following his 2nd year of apprenticeship in the electrical trade, or shall be capable:

Under the direction of an Electrician "II", "I", "A" and "Lead" to install and maintain all electrical equipment in the plant.

Shall gain practical experience allied to the third year theory taught in the Provincial school.

Electrician "II"

Shall have successfully passed **exams** following **his** 3rd year of apprenticeship in the electrical trade, or shall be capable:

Of assuming responsibility for the installation and maintenance of all electrical equipment in the plant.

Shall continue to gain practical experience allied to subject material taught in the fourth year or apprenticeship.

Electrician "I"

Shall have successfully completed the full course for the trade of maintenance electrician and received a certificate of apprenticeship or:

Shall be proficient in the installation and maintenance of all electrical equipment in the plant and assume responsibility for all work done by himself and his assistants.

NOTE: Providing he has completed the time in the trade necessary to write for a provincial trade certificate, he may write for such certificate and receive the "I" rate immediately following successfully passing the examinations.

Electrician "A"

Must be in possession of a Provincial Journeyman Trade Certificate.

Electrician "Lead"

An electrician "Lead" must possess the qualifications set out under electrician "A" and seniority shall not apply in the selection.

3. Mechanic TradeMechanic Helper

Work **as** a trades helper, will be assigned to and take necessary direction **from** Mechanic "II", "I", "A" or "Lead".

Must be capable of performing independently, wash job, oil changes, greasing and tire repairs.

Shall be upgraded prior to or at the end of one (1) year period to Mechanic "IV".

Mechanic "IV"

Shall be qualified to assist and work under the direction and instructions of Mechanic "Lead", "A", "I" or "II". During the course of his year training, he will be exposed to and begin the process of learning

techniques required in trouble shooting key production equipment, but will not be expected to display a high degree of proficiency at **this** point. **A** Mechanic Class "IV" will commence to accumulate common mechanical tools.

Mechanic "III"

He shall be capable under direction of performing all jobs assigned to him in **an** efficient manner on gasoline and/or diesel powered equipment and other equipment generally used in company operations.

Mechanic "II"

He shall be capable without direction of performing all jobs assigned **to** him in **an** efficient **manner** on gasoline and/or diesel powered equipment generally used in Company operations and will be required to direct assistants working under him.

Mechanic "I"

Must be qualified to carry out the responsibilities of the trade as outlined by the Act. He must assume full responsibility for all work performed by himself or his assistants. Must be in possession of a Provincial Trade Certificate **as** recognized by **the** Ministry of Labour of **Ontario**.

Mechanic "A"

Must be in possession of a Provincial Trade Certificate as recognized by the Ministry of Labour of Ontario.

Mechanic "Lead"

A mechanic "Lead" must possess the qualifications set out under Mechanic "A" and seniority shall not apply in the selection.

4. Millwright Oiler

Shall be capable to perform independently wash jobs, greasing and oiling. Required to work as an assistant to Millwrights as assigned. Shall be given the opportunity to enter ~~into~~ a contract of apprenticeship in the Millwright trade if he so desires.

5. Welder TradeWelder Helper

Required to work as ~~an~~ assistant to welders or Millwright as assigned. He shall be upgraded prior to or at the end of one- year ~~period~~ to Welder ~~Class~~ "IV". In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment,

Welder "I"

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity to work in other positions.
2. Cutting, soldering and brazing.

He may be assigned to work as **an** assistant to Millwrights "II", "I", "A" **or** "Lead" as the need may arise.

Welder "III"

He shall be capable under direction of performing all jobs assigned **to** him in an **efficient** manner in **both** oxyacetylene and electrical welding in any position. He shall also have an understanding of **types** of flames, oxidizing **and** carbonizing. He may be assigned to perform under direction of Millwright "II", "I", "A" or "Lead", tasks normally assigned to the trade of Millwright.

Welder "II"

Shall be capable Without direction of performing all jobs assigned to him in an effective manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing both types of welding in all positions **with** all metals in the Company operations.

He may be assigned to perform under direction of Millwright "I", "A" and "Lead", **tasks** normally assigned to the trade of Millwright.

Welder "I"

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

He shall be proficient in **both** types of welding in all positions **with** all metals used in the Company operations.

He must be able to fabricate from a blueprint,

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

He may be assigned to perform tasks normally assigned to the Trade of Millwright.

Welder "A"

He must be in possession of a Welder H.P. Certificate. He **may** be assigned **to** perform **tasks** normally assigned to **the** trade of Millwright.

Welder "Lead"

A Welder Lead must possess the qualifications set out under Welder "A" and seniority shall not apply in the selection.

6. Machinist TradeMachinist Helper

Required to **work as** an assistant to Machinists as assigned. He shall be upgraded prior to or at the end of one year period **to** Machinist Class "IV".

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

Machinist "IV"

Must have satisfied to Article I of the TRADE APPRENTICE PROGRAM.

Machinist "III"

Must have **successfully** completed first year training program in that trade.

Machinist "II"

Must have **successfully** completed the Second Year Training Program in that Trade.

Machinist "I"

Must have successfully completed the third year Training Program in that trade, or must be capable under direction of performing all machinist jobs assigned to him in an efficient manner.

Machinist "A"

Must be in possession of a Provincial Certificate of Qualification in that trade.

Machinist "Lead"

A machinist lead must possess the qualifications set out under Machinist "A" and seniority shall not apply in the selection.

TRADE APPRENTICE PROGRAM

1) Apprenticeship openings will be filled in accordance with the provisions of Section 12.06 (Job Postings). Applicants to be advised that they will require grade 12 or equivalent.

(2) There will be a probationary period of up to three
(3) months prior to entering into an apprenticeship agreement during which time the employee may return or failing to display the necessary mechanical aptitude, be returned to his former department without loss of Seniority.

(3) Any helper who fails his first year exams shall be required **to** be re-examined within 12 months but not earlier than 6 months. Failure to pass the re-examination will result in the apprentice being dropped **from** the program and returned to his former department without loss of Seniority. The above will not apply to the persons currently employed in any of the categories of Trades **in** the event that they shall become indentured in the future or are currently indentured.

(4) Once **an** employee enters an apprenticeship contract, it is expected he will continue to fulfil the obligations of the contract, including necessary training periods in a vocational school.

(5) The Company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his **regular** straight time rate, multiplied by 40 hours per week. For purposes of calculation the Canada Manpower at home allowances shall be used.

(6) Providing a journeyman has completed the time in the trade necessary to Write for a Provincial Trade Certificate, he may write for such Certificate and receive the "A" rate immediately following completion of his course of studies.

The Company will continue to pay the employee for wages and benefits while in attendance at Trade School. The Company will provide all necessary books, which will remain the property of the Company upon completion of the respective term.

MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of September, an evaluation Committee consisting of **the** Plant Manager or his representative and **the** Maintenance Supervisor, together with a qualified union Member and a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of "I", with **a** view **to** up-grading personnel who qualify.

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

LETTER OF UNDERSTANDING**BETWEEN****NORBORD INDUSTRIES INC.
(COCHRANE DIVISION)****AND****I.W.A. CANADA, LOCAL 2995****Re: Safety**

There will be established and maintained a Joint Consultation Committee comprised of the Union Grievance Committee and the Union Representative(s) and Company Representatives. The Company and the Union agree that such said Committee will meet periodically and discuss matters that may arise during that period and ~~try~~ to settle them in a way that will be most satisfactory to all.

This Committee shall also have authority to consider all such question as will tend to improve conditions for all concerned in the Company's operation and make recommendations to **the** Company and the union accordingly. No recommendations of this Committee shall be effected unless final approval is given by the Company and the Union in the form of a written and signed agreement.

2. Re: 10.01 (a)

Full discussion on the matter of assistance to employees who become sick or injured at work will be brought up at the Joint Consultation Committee's next meeting.

3. Re: 10.01 (b)

The Company agrees to supply gloves in different sizes as required.

4. Re: 10.03 (a)

Adequate hot water supply for hot beverages and a telephone for local calls will be provided in the lunchroom.

5. Re: Lay Off of 5 Working Days or Less

Senior employee affected by a lay-off of 5 working days or less will be transferred by Company as per seniority and qualifications. Employees being so transferred, shall receive the rate of the classification to which he is transferred. In case he is transferred to a lower job classification, the employees affected shall retain the rate of his previous job classification.

SIGNED IN TIMMINS, ONTARIO THIS 18TH
DAY OF NOVEMBER 2002.

FOR THE COMPANY. FOR THE UNION:


Philippe Legault


Damien Roy

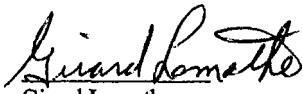

Rick Linklater


Guy Bourgoin


Jean Pierre Cousineau


Tony Delaurier


Gary Sedore


Girard Lamothe


Daniel Jirovec


Roland Pronovost

LETTER OF UNDERSTANDING

BETWEEN

**NORBORD INDUSTRIES INC.
(COCHRANE DIVISION)**

AND

I.W.A. CANADA, LOCAL 2995

For the anticipated construction work and/or renovation of the mill, the company and its contractor(s) if any, agree to give preference to employees on lay-off to perform manual work.

SIGNED IN TIMMINS, ONTARIO THIS 18TH
DAY OF NOVEMBER 2002.

FOR THE COMPANY: FOR THE UNION

Philippe Legault

Damien Roy

Rick Linklater

Guy Bourgoin

Jean Pierre Cousineau

Tony Defaurier

Gary Sedore

Girard Lamothe

Daniel Jirovec

Roland Pronovost

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