

JUNE 1, 1991
to
MAY 31, 1994

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EFF.	91 06 01		
EFF.	94 05 31		
No. OF EMPLOYEES	125		
NO. D'EMPLOYES	125		



MEMORANDUM
OF
AGREEMENT

BETWEEN

MacMILLAN BLOEDEL LIMITED
NIPIGON DIVISION

- and -

IWA-CANADA, LOCAL 2693

FEB 17 1992

0098905

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

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, 1991 to May 31st, 1994, 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 For classified jobs not listed in the Wage Schedule, the Company may set estimated or temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the attached Wage Schedule. After a trial period of thirty (30) days, any such rate or rates shall be negotiated with the Local Union, and upon agreement, shall become a part of the Wage Schedule and payment made retroactive, and after the thirty (30) day trial period the following negotiations for such rates with the Local Union, and if no agreement is reached on the rate, the matter shall become subject to the grievance procedure.
- If, during the term of this agreement, a significant change in the job content occurs involving skills, responsibility, and working conditions for any production job classification listed in the attached wage schedule, the rate thereto may be opened to review by either party.

In the event that parties are unable to agree to any final disposition of the rate, the question may be referred to Article VIII - Adjustment of Grievances, commencing at step 8.05 within seven (7) working days from the date of the decision under this Section (4.02).

Article V - Union Membership

- 5.01 (a) All employees who are not members of the Union, shall become members within fifteen (15) days of the signing date of this Agreement.
- (b) All employees who are members of the Union, and those who become members of the Union, shall maintain such membership in good standing as a condition of continued employment.
- 5.02 (a) The Company shall put employees on check off at the time of hire or return to work and deduct the Union's monthly membership dues from monies due them.
The Company shall include on each employee's income **tax (T-4)** slip, the amount of union dues deducted in the calendar year.
- (b) All new employees shall become members of the Union not later than fifteen (15) continuous working days or fifteen (15) days accumulated within thirty (30) working days. At the time of signing a new employee on the payroll, management will advise the probationary employee of the provisions of this Article. The new employee will sign a form to the effect he or she has been so notified. A weekly list of terminations and hires will be given to the Union Steward.
- 5.03 If an individual employee who is a member of the Union **and/or** who obtains membership **so** desires, the Company agrees that it will, on his or her behalf, and upon his or her written request, deduct Union initiation fees **and/or** monthly membership dues, from monies due such employee.
- 5.04 Remittances of all deductions shall be sent to the Local Union, and remittances to be accompanied by itemized lists in alphabetical order, in triplicate, 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 When hiring employees the Company will after complying with Article XII of this Agreement, give preference to Union members in the immediate area who apply and are capable of doing the work required of them.
- 5.07 The Company will furnish a list of supervisory personnel attached to its plant to the Union Office at the start of the contract year and amend it, if required, at the end of each month. The amended lists will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.
- 5.08 Representatives of the Union carrying a certificate of authority signed by the President and the Secretary of the Union shall have the right to visit the plant in connection with Union business.
- 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 during his visit. 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 - Vacation **with Pay**

- 6.01 Every employee shall receive vacation credits on the following basis:
- (a) Up to four (4) years' service time - 4% of his gross annual pay.
 - (b) From four (4) years to eleven (11) years' service time - 6% of his gross annual pay.
 - (c) From eleven (11) years to eighteen (18) years' service time - 8% of his gross annual pay.
 - (d) More than eighteen (18) years' service time - 10% of his gross annual pay.
- 6.02 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.

- 6.03 Each two percent (2%) increment of vacation pay credit shall entitle an employee to one week of time off.
- 6.04 Vacation pay shall be paid to each employee at the time of termination of employment or at the employee's option at the time of lay-off, or when vacation is taken.

Article VII - Holidays with Pay

- 7.01 Employees shall be paid without the performance of work for the following Holidays at their regular rate of pay:

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

When the holiday occurs on an employee's scheduled day off, he shall be paid for the holiday and he shall be permitted to take a day off from his scheduled work week in lieu of the holiday, at a time that is satisfactory to the employee and his supervisor.

Employees who have accumulated a minimum of 120 working days' seniority, will be granted (3) floating holidays per year in addition to the above holidays. Request for floaters are to be submitted in writing three (3) working days in advance of the floater with the exception of emergency situations. Management will confirm within twenty-four hours of receiving the request.

All floaters not taken prior to November 1st in each year will be scheduled. An employee who by reason of lay-off not exceeding 21 working days, is prevented from taking an earned floating holiday, shall be paid for the holiday if it cannot be otherwise scheduled during the calendar year.

- 7.02 When the above Holidays occur on a Saturday or Sunday, the observance of the Holidays shall be on the following Monday, unless changed by mutual agreement.
- 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 Holidays, 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 circumstances beyond his control, 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.

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 the differences.
- 8.02 The Union shall arrange for the election or temporary appointment from its working membership therein, of a Union Committee of three (3), headed by a Union Steward. The Company shall be notified in writing as to the names of the Union Committee.
- 8.03 Step 1 - Any grievance arising during the term of this Agreement must be presented for adjustment not later than thirty (30) days after the grievance 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 forty-eight (48) hours from the presentation of the grievance. Any grievance arising during the term of this Agreement must be presented for adjustment prior to the termination of this Agreement.
- 8.04 Step 2 - If this decision is not satisfactory to the aggrieved employee the grievance shall be made in writing and signed by the aggrieved employee and/or a Steward and shall be presented to the Plant Superintendent by the Union Steward and/or Union Representative within seven (7) working days from the date of the decision under paragraph 8.03 above. A decision shall be rendered within ninety-six (96) hours from the presentation of the grievance.
- 8.05 Step 3 - If the decision is not satisfactory to the aggrieved employee the grievance shall be presented to the Plant Manager by the Union Representative within seven (7) working days from the date of the decision under paragraph 8.04 above and shall be dealt with at a meeting of the Union Committee headed by a Union Representative and Management and such decision shall be rendered within seven (7) days or within such further time as may be mutually agreed upon.
- 8.06 Step 4 - In the event that the grievance is not settled in the above manner, it shall be referred to arbitration and notice of

processing to arbitration shall be made on the opposite party within thirty (30) days of the decision rendered under Section 8.05 above.

8.07 In arbitration, the Company and the Union shall each select one man. These two shall select a third party who shall act as Chairman. Either party shall appoint its nominees not later than five (5) days after receipt of written notice of the other parties nomination. The arbitration board's decision shall be final and binding on both parties to this Agreement. In the event of a failure of the two men selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party. Nothing contained in this article shall prevent the parties from mutually agreeing to a single arbitrator.

8.08 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function of the Arbitration Board shall include the power to consider **rates** for non-listed classifications under Section 4.02 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

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

8.10 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 discharge or suspension becomes effective. The grievance shall be processed starting at Stage 2 of the grievance procedure as per Section 8.04. In case of discharge or suspension by the Company, the Company will immediately notify the employee the reason for the discharge or suspension and will confirm in writing within twelve (12) hours the reason for the discharge or suspension. A copy of such notice shall be submitted to the Union Steward within twenty-four (24) hours. In the event that an employee

is found by an Arbitration Board to have been unfairly discharged or suspended by the Company, the Company agrees that the employee will be reinstated on his job under terms and conditions decided by the Arbitration Board.

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

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 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 under rotating joint chairmanship, a joint safety committee to promote safe working conditions and practices. The Company will endeavour to have a qualified first-aid man on each shift.

Safely inspections

A complete safety inspection shall be carried out at regular intervals, at least once a month, by a minimum of four members of the joint safety committee, (two from the Union and two from Management). Time spent by employees on such safety activities shall be considered as time worked. Such inspections will not interfere with normal mill operation and production. Adequate First-Aid Kits shall be supplied and maintained by the Company at suitable locations throughout the operations. Inspection of these kits shall be included in the monthly joint safety tour.

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

- 10.02
1. Hard hats to be supplied on loan with no charge made by the Company if hard hat is returned.
 2. Company to supply at no cost to the employee, gloves to the glue mixer, spreader feeder, core layer, trim saw operator, press crew, jointer crew and dryer crew. For all other classifications, the Company will supply gloves as required.
 3. Company to make available at the spreaders, aprons for the use of the core layer.
 4. Company to make available at the outfeed end of the dryers, suitable aprons for the use by the dryer.
 5. Company to make available to maintenance personnel using welding machines - welding shields, asbestos gloves, leather aprons and coats.
 6. Company to supply proper eye protection, goggles for cutting and grinding free of charge, but not prescription glasses.
 7. Company to make available sanitized raincoats, rubber boots and hip waders, for the occasional use of maintenance and production personnel.
 8. Company to supply the glue mixer, sander operator, glue cleaner, trim saw operator, debarker operator, clean up man, and all maintenance employees with suitable coveralls and provide for the laundering of same, once per week, at no cost to employees.
 9. Effective date of ratification the allowance for safety footwear will be forty dollars (\$40.00), paid once annually, upon presentation of a receipt for the purchase of approved safety footwear.
- 10.03 It is agreed that during the life of this Agreement, there shall be no reduction in exiting privileges.

Article XI - Hours of Work

- 11.01 The regular work week shall consist of forty (40) hours
- 11.02 One, two and three shift production: The regular work shifts shall consist of eight (8) consecutive hours, mealtime included.

- 11.03 For the purpose of this Agreement, the shifts shall commence at 11:00 p.m. Sunday, and end on Saturday, at 3:00 p.m.
For employees on the dryer and patchers only, the shifts shall commence at 11:00 p.m. Sunday, and end on Saturday at 11:00 p.m.
For maintenance employees only, the day shift, upon mutual agreement, can commence at 8:00 a.m., and end at 4:00p.m.
- 11.04 The following shift schedule is to be enforced unless altered by agreement of the parties:
No. 1 Shift - 11:00 p.m. to 7:00 a.m.
No. 2 Shift - 7:00 a.m. to 3:00 p.m.
No. 3 Shift - 3:00 p.m. to 11:00 p.m.
- 11.05 (a) Employees requested to work in excess of their scheduled shift shall be paid at the rate of time and one-half for all work performed before or after their scheduled hours of work with the following exceptions:
1. When required to work a second shift within a twenty-four (24) hour period due to change of shift required by the normal scheduling of mill operations provided that there is a break of at least eight (8) hours between shifts worked and provided that the re-scheduling does not occur more than once a work week.
 2. When required to replace an employee for tardiness, time and one-half shall be paid for all hours worked in excess of his scheduled shift.
- 11.05 (b) All time worked in excess of their scheduled shift and from 3:00 p.m. Saturday to 11:00 p.m. Sunday, (employees on dryers and patchers - 11:00 p.m. Saturday to 11:00 p.m. Sunday) and on the sixth (6th) day and Holidays, shall be paid for at the rate of time and one-half his or her regular rate.
Senior employees in accordance with their seniority order, who normally perform the jobs to be performed on a Saturday (6th day), and/or on a Sunday and on Holidays, will be given first opportunity for the required overtime. The scheduling of overtime shall not interfere or be a part of the work week. The senior employee may exercise his or her rights under this provision for no more than eight (8) hours overtime per day.

All time worked on Sunday and Holidays in excess of eight (8) hours, shall be paid for at double time his regular straight time rate.

- 11.05 (c) In the event of an emergency an employee may be required to work on his scheduled or designated day off (sixth day), for which he will be paid straight time rate, providing he has been given advance notice and assigned another day off as mutually agreed for which he will be paid the over-time rate, if required to work on this day.
- (d) An employee, who is called out for emergency work after completing his day or shift, and at least one (1) hour before the starting of his scheduled day or shift, shall receive time and one-half for the hours worked, but in no case shall he receive less than four (4) hours' pay at the straight time rate. When the call out for emergency work is within the one (1) hour period prior to the start of his scheduled day or shift, he shall be paid time and one-half for the actual time worked in that one (1) hour period. Where the employee continues to work into his scheduled day or shift, the provisions of Article 11.05 (a) shall apply after he has completed eight (8) hours of work exclusive of the time worked prior to his scheduled starting time.
- 11.06 When an employee reports for work on his or her scheduled shift, and no work is available on his or her regular job and if he or she was not notified, at least two (2) hours prior to his or her scheduled starting time, at the telephone number he or she supplied to the Company, he or she shall be paid a minimum of four (4) hours' pay if he or she does not work or works less than four (4) hours and eight (8) hours' pay at his or her regular rate if he or she works four (4) hours or more. To qualify for the above, the employee must remain on the job until told by the foreman that he or she may leave and must accept other than his or her normal work if it is offered.
- 11.07 In addition to the regular rates for all hours worked, a shift differential of:
- Effective the date of ratification:**
- (a) Twenty-nine cents (29) per hour shall be paid on the No. 3 shift • 3:00 p.m. to 11:00 p.m.
- (b) Thirty-one cents (31) per hour shall be paid on the No. 1 shift • 11:00 p.m. to 7:00 a.m.

Effective June 1, 1992

- (a) Thirty cents (30) per hour shall be paid on the No. 3 shift - 3:00 p.m. to 11:00 p.m.
 - (b) Thirty-four cents (34) per hour shall be paid on the No. 1 shift - 11:00 p.m. to 7:00 a.m.
- 11.08 All employees shall be entitled to two (2) ten (10) minute rest periods during each regular shift. A break of twenty (20) minutes will be allowed not later than the end of the fifth (5th) consecutive hour for lunch.
- 11.09 The Company will provide a meal to all employees who are requested to work two (2) hours or more of overtime before or after their regular hours of work.
- At the request of the employee, and provided there is sufficient lead time, the supervisor will try to arrange for the overtime meal to be delivered prior to the commencement of the overtime work, otherwise the meal will be provided after two (2) hours of overtime.
- On scheduled overtime if the notice is less than two (2) hours a meal will be provided.

Article **XII** - Seniority

- 12.01 (a) A new employee of the Company shall be considered a probationary employee, until he or she has worked thirty (30) days for the Company, after which his or her seniority shall date from his or her original hiring date.
- (b) Grievances may not be presented in connection with the discharge or lay-off of probationary employees unless the discharge or lay-off is claimed to be a discrimination for Union activity.
- 12.02 Fundamentally, the rules in this Agreement respecting seniority rights are designed to give employees an equitable measure of security based on their length of seniority with the Company.
- 12.03 An employee shall lose all seniority rights and his name will be removed from the seniority list if:
1. He quits or is discharged and not reinstated.
 2. He fails to report within three working days from the date that he had been so notified to report for work.

3. **He** is absent from work for more than a period of two years for any reason other than illness or injury certified by a licensed physician.
- 12.04 The Company recognizes the principle of seniority. Seniority shall govern in promotions, transfers, lay-offs, and recalls after lay-offs, provided the employee has the necessary qualifications of knowledge, skill and ability to perform the work required.
- 12.05 Promotions shall mean advancement to a job which carries a higher rate of pay.
- 12.06 When a vacancy occurs with respect to a permanent job, immediate notice thereof will be posted on the bulletin board of the Company for a period of **forty-eight (48)** hours prior to any appointment to such job. An employee shall not be entitled to claim such job unless he does so by written notice to the Manager within the said period of **forty-eight (48)** hours. Nothing herein shall preclude the Company from making a temporary appointment to such job. A temporary appointment shall not exceed fifteen (15) days or thirty (30) days where such vacancies are created by an authorized leave of absence.
The Company shall post notices on the Bulletin Board, showing the names of successful applicants for all posted vacancies.
- 12.07 Employees accepting promotions shall be allowed one week in which to qualify (or other time as may be mutually agreed), and failing, shall be returned to their former position without loss of seniority. Employees declining promotions shall not lose their seniority.
- 12.08 Any employee promoted or transferred to a position with the Company outside the bargaining unit, shall continue to accrue seniority for a period not exceeding thirty (30) days, and will retain the total accrued seniority for a period not exceeding twelve (12) months from the date of promotion or transfer and shall have the right to exercise his seniority in accordance with all the provisions of the Articles dealing with seniority upon proof of Union membership in good standing.
- 12.09 In lay-offs, **seniority shall** come in force at the beginning of the work week following the lay-off.
- 12.10 An employee who is laid-off may request a transfer to a classification filled by an employee with **less** seniority provided

that the Company considers that the employee has the necessary knowledge, skill and ability to meet the requirement of the job within a two-day probationary period (or such other period as may be mutually agreed).

- 12.11 If an employee mentioned in 12.10 fails to meet the requirements of the job within this probationary period, he shall then be eligible for one further transfer **to** a job held by an employee with **less** seniority provided he can perform the work without a probationary period.
- 12.12 An employee on lay-off shall be given four (4) days' notice of the date he is to return to work, such notice to begin from the date of mailing of this notice **to** the employee's-last known address.
- 12.13 When an employee is transferred at the request of the Company (for a period of not more than ten days) 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.
- 12.14 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.
- 12.15 For all other transfers (including but not limited to transfers due to inefficiency, inability, health, safety and demotions for causes), payment shall be made at the rate for the job which the transfer is effected.

Article XIII - Leave of Absence

- 13.01 The Company will grant leave of absence to employees who are elected or appointed as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of IWA-CANADA in order that they may carry out their duties on behalf of the Union.

Article XIV - Bulletin Boards

- 14.01 The Company will erect a bulletin board in the plant which may be used by the Union for posting notices approved by the Company management and restricted to:
 - (a) Notices of Union recreational and social affairs.
 - (b) Notices of Union elections.

- (c) Notices of Union appointments and results of Union elections.
 - (d) Notices of Union meetings.
 - (e) Other notices concerning bona-fide Union activity such as: co-operatives, credit unions, and unemployment compensation information.
- 14.02 There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

Article **XV** - Drug and Hospital Care Plans

- 15.01 **Effective the** first of the month following date of **ratification**:
For each employee who has established seniority in accordance with Article XII, the Company will contribute \$15.51 per month for a single employee and \$37.07 per month for married employees, towards the cost of a Blue Cross Drug Plan and semi-private hospital care plan paid for by monthly payroll deduction.

Effective June 1, 1992 the premium in effect on that date will be paid by the employer for the balance of the agreement.

The Company contributin to employees who are off work due to Workmen's Compensation claim, or short term disability claim, will be continued for a period of up to twelve (12) months.

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

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

On lay-off, the Company will continue to pay the monthly premium cost of the Plans to the end of the month which the employee is laid off.

Article **XVI** -Weekly Indemnity

- 16.01 The Company will maintain and pay the premium costs of a Weekly indemnity Insurance Plan. The Plan will provide seventy per cent (70%) of weekly earnings, forty **(40)** hours times an employee's regular rate up to a weekly maximum, to commence on the first day in case of a non-compensable accident and after three (3) continuous days from the commencement of a disability **due** to a sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act and it's regulations as they might be amended.

The 5/12 of the U.I.C. premium reduction will be retained by the Company.

Disputed W.C.B. Claim

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

- 16.02 Effective January 1, **1981**, a new "Long Term Disability Plan" will be introduced as follows:

The Company will institute and maintain a Long Term Disability Plan which will provide benefits of 50% of monthly earnings up to a maximum monthly payment of one thousand two hundred dollars (\$1,200.00).

Effective first of the month following the date of ratification, one thousand and two hundred dollars (\$1,200.00) to be increased to one thousand, two hundred and fifty dollars (\$1,250.00).

Effective June 1, **1992**, one thousand, two hundred and fifty dollars (\$1,250.00) to be increased to one thousand, three hundred dollars (\$1,300.00).

Effective June 1, 1993, one thousand, three hundred dollars (\$1,300.00) to be increased to one thousand three hundred and fifty dollars (51,350.00).

Other terms and conditions of the plan and conditions pertaining to its implementation are provided in the attached Appendix "O".

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

Article XVII - Group Life Insurance, and A. D. & D.

17.01 Effective the first of the month following the date of ratification:

The Company will maintain a Group Life Insurance Plan to provide \$37,000 life insurance, and \$37,000 A. D. & D. insurance, for each employee while actively employed who has a minimum of 120 days' seniority.

Effective June 1, 1992, change \$37,000 to read \$40,000 for both life insurance and A. D. & D. insurance.

The cost to the employee will be 36 per \$1,000.00.

Article XVIII - Bereavement Pay

18.01 When death occurs to an employee's spouse or children, 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 five (5) consecutive days. When death occurs to other members of an employee's immediate family, that is, an employee's father, mother, mother-in-law, father-in-law, brother, sister, grandparents, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the maximum time lost paid for will be for 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 five (5) days or three (3) days. Pay will be granted for the regular scheduled work days lost during this period.

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.

Article XIX - Jury Duty Allowance

19.01 In the case of an employee who is called for jury service and/or as a witness subpoenaed by the Crown, the Company shall

pay, for each day of such service, an allowance equal to the difference between eight (8) hours' of pay based on his regular straight time hourly rate, and the payment he received for jury service. The employee will present proof of service and of pay received therefore, when making his claim for such allowance.

Article **XX** - Payment of Wages

20.01 All employees shall be paid every second Friday, in cash or cheque at par, with full statements of earnings and deductions attached.

Article **XXI** - Dental Care Plan

21.01 Effective June 1st, 1979, the Company will institute a dental care plan with participation compulsory for all employees on the following basis:

1. **Eligibility**

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

2. **Plan Design**

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

(b) Services and benefits as provided in Blue Cross Rider No. 2.

(c) Co-insurance

— 20% - Plan No. 7 and Rider No. 1

— 50% - Rider No. 2.

The plan provides for the application of the 1978 Ontario Dental Association Schedule of Fees.

Effective the first of the month following date of ratification, amend plan to provide for the application of the 1990 O.D.A. Schedule of Fees.

Effective June 1st, 1992, amend plan to provide for the application of the 1991 O.D.A. Schedule of Fees.

Effective June 1, 1993 amend plan to provide for the application of the 1992 O.D.A. Schedule of Fees.

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

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

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 **XXII** - Pension Plan

22.01 The Company agrees to meet the Union during the term of this agreement to discuss the installation of a plan to provide pensions at retirement, to become effective on January 1, 1986. This plan will be in the form of three equal units totalling \$90.00 per month of defined contributions to be deposited to trustee to the credit of individual pension accounts under the plan. The Company will be responsible for and pay the cost of administering the plan.

Effective first of the month following date of ratification, change \$90.00 to read \$105.00.

Effective June 1, 1993, change \$105.00 to read \$120.00.

The Company agrees to contribute, during each month on and after the effective date, the first \$30.00 unit to the pension account of each member of the plan who is on the Company's active payroll in the month. For any member who elects to make a voluntary contribution by payroll deduction at the rate of \$30.00 per month, the Company will match this with a further \$30.00 of monthly contribution. Full-time employees will join the plan after completing one year of continuous service.

Effective first of the month **following** date of ratification, change \$30.00 to read \$35.00

Effective June 1, 1993, change \$35.00 to read \$40.00

Tradesmen's Tools • Supplement

Tradesmen will furnish all hand tools common to the trade, this includes spanners up to and including 1 1/4" opening, adjustable wrenches up to 18" in length, sockets up to and including 1/2" drive, and 1 1/4" opening, hammers, chisels, punches and screw drivers.

The Company agrees to replace any tools broken in service, provided that such broken tools are returned to the Master Tradesman.

The Company agrees to provide tools to tradesmen at cost.

The Company will provide on loan any special tools, including power-driven tools, testing and measuring instruments and gauges, pullers, sockets over 1/2" drive, spanners over 1 1/4" opening, and tools in metric measurement.


The Company shall, at its expense, insure for damage or loss caused by fire, the tools of its employees which are required to be used in the performance of their work.

The Company shall, at its expense, insure the tools of its employees which are required to be used in the performance of their work, for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering.

Proper equipment and tools for use by the maintenance crews shall be supplied by the Company.




Article XXIII - Paid Education Leave

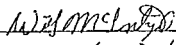
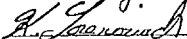
Effective date of ratification the Company to pay ten (10) days for education leave at the employee's regular rate to be used during the term of this agreement for educational purposes.

Dated at , Ontario, this _____, 1991.

Company

Union



T. T. Messer



J. Linnawick
A. Balog

Frank Nelson

WAGE SCHEDULE

Classified Jobs	June 1 1991	June 1 1992	June 1 1993
Electrician Lead	22.47	23.71	NIA
Millwright Lead	22.47	23.71	NIA
Electrician Class "A"	20.22	21.46	NIA
Electrician I	16.10	16.70	17.35
Electrician II	15.04	15.64	16.29
Electrician III	14.81	15.41	16.06
Electrician IV	14.55	15.15	15.80
Electrician Helper	14.37	14.97	15.62
Mechanic Class "A"	20.22	21.46	NIA
Millwright Class "A"	20.22	21.46	NIA
Millwright I	16.02	16.62	17.27
Millwright II	14.99	15.59	16.24
Millwright III	14.71	15.31	15.96
Millwright IV	14.50	15.10	15.75
Millwright Helper	14.25	14.85	15.50
Carpenter Maintenance	14.76	15.36	16.01
Lathe Operator	14.39	14.99	15.64
Carry-Lift Operator	14.34	14.94	15.59
Lay-Up Man	14.22	14.82	15.47
Trim Sawyer	13.93	14.53	15.18
Debarker Operator	14.05	14.65	15.30
Clipper Operator	13.93	14.53	15.18
Press Operator	13.93	14.53	15.18
Sander Operator	13.93	14.53	15.18
Fork Truck Operator	13.93	14.53	15.18
Tongue & Groove	13.87	14.47	15.12
Slasher Operator	13.89	14.49	15.14
Clipper Sorter	13.81	14.41	15.06
Gang Saw Operator	13.76	14.36	15.01
Jointer-Crew	13.76	14.36	15.01
Chipper Feeder	13.93	14.53	15.18
Press Helper	13.81	14.41	15.06
Clean-Up Man	13.76	14.36	15.01
Spreader-Feeder	13.76	14.36	15.01
Patchers	13.76	14.36	15.01
Dryer Feeder	13.76	14.36	15.01
Veneer Grader	13.76	14.36	15.01
Patcher Operator	13.76	14.36	15.01
Splicer Crew	13.76	14.36	15.01

WAGE SCHEDULE (cont'd)

Classified Jobs	June 1	June 1	June 1
	1991	1992	1993
Re-Clipper Crew	13.76	14.36	15.01
Knife Grinder/Set-Up	14.76	15.36	16.01
Oiler	14.58	15.18	15.83
Tongue & Groove Helper	13.76	14.36	15.01
Gang Saw Crew	13.76	14.36	15.01
Glue-Mixer	13.93	14.53	15.18

Wage rates for Millwright Lead, Electrician Lead, Electrician Class "A", Mechanic Class "A" and Millwright Class "A" will be in accordance with the Letter of Understanding dated October 26, 1988 signed by the parties.

LEAD WORKERS shall receive twenty-five cents (25) per hour above his rate or the rate of the highest rated job classification which he is leading, whichever is the highest, for the period he is leading other workers.

Employees presently employed on a monthly rated basis who are receiving a higher rate of pay than the listed rates on their classification, calculated on the basis of one hundred and seventy-three (173) hours per month, shall continue to remain on the monthly rated basis if so desired.

In the event the amount of earnings per month, including overtime worked calculated at the rate of time and one-half for all hours in excess of forty-eight (48) hours per week, exceeds the monthly rate, the employee shall receive the greater earnings for that particular month.

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 similar and/or related occupations in the attached wage schedule. After a trial period of thirty (30) days, any such rate or 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 period and following negotiations for such rates with the Local Union and if no agreement is reached on the rate, the matter shall become subject to the grievance procedure.

TRADES APPRENTICE PROGRAM

1. Apprenticeship openings will be filled in accordance with the provisions of Section 12.06 (job postings). Employees who meet the educational level specified by the Apprenticeship Act, will qualify.

2. There will be a probationary period of up to twenty (20) working days 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 fulfill the obligations of the contract, including necessary training periods in a vocational school.
5. The Company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his regular straight time rate, multiplied by 40 hours per week.
For purposes of calculation the Canada Manpower at home allowance shall be used.
6. Where a present Millwright or a person subsequently hired and rated as a Millwright "3" in his general proficiency, but has a recognized certificate of competency as welder, mechanic or pipefitter, he will automatically be rated as a Millwright "1".
7. 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.

MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of November, an evaluation committee consisting of the Plant Manager or his representative, and the Maintenance Supervisor in the respective Plant, 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 "A", with a view to upgrading personnel who qualify.

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

JOB DESCRIPTIONS FOR TRADES AND HELPERS

1. MILLWRIGHT (TRADE)

Millwright Helper

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

A helper must be capable of performing independently wash jobs, greasing and oiling, and must be in the process of accumulating a basic tool kit required for the work he is asked to perform.

Millwright "IV"

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

During the course of his year, training must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be exposed to and begin the process of learning techniques required in trouble shooting key production machinery, 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, lubricating, 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 frequently, but occasionally will require direction and instructions from Millwright "II", "I", or "A".

Millwright "II"

Must be capable, without direction, of fitting, aligning and 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.

Millwright "I"

Must be capable without direction, of performing all practices under Millwright "II", "III", and "IV". Must under direction, become proficient at reading and understanding blueprints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

Millwright "A"

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

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

Millwright Lead

Must possess the qualifications set out under Millwright "A" and in addition, shall be capable of leading other millwrights.

A Lead has no authority to discipline or discharge other workers.

2. ELECTRICIAN (TRADE)

Electrician Helper

Required to enter into and continue in an apprenticeship program leading to a certified trade of maintenance electrician.

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.

Electrician "IV"

Will be enrolled in and have successfully passed exams following his 1st year of apprenticeship in the electrical trade.

Shall, under direction from the Electrician or Supervision, 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 "11"

Must have successfully completed the second year of apprenticeship in the Electrical Trade.

Under the direction of an Electrician "A", must be proficient in the installation and maintenance of all electrical equipment in the plant. Will gain practical experience allied to the third year theory taught in the Provincial school.

Electrician "II"

Must have successfully completed the third year of apprenticeship in the Electrical Trade.

Will continue to gain practical experience allied to subject material taught in the fourth year of apprenticeship and be responsible for all work performed by himself up to his present level of training.

Electrician "I"

Will have successfully completed the full course for the trade of Maintenance Electrician and received a certificate of apprenticeship.

Electrician "A"

Shall be in possession of a Provincial journeyman trade certificate and must 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 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.

General: Any reference to the requirement for attendance at trade school will not apply to employees hired in the future at the grade of Electrician (II) and above if they do not have the educational qualifications to permit entry into the apprenticeship plan.

ONTARIO WOODWORKERS DISABILITY BENEFIT PLAN

1. Definitions

In this Plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily injury caused by external violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the company and/or insurer, and not otherwise excluded by this Plan;

- (c) "Employee" means an employee in the active employment of the company, who comes under the jurisdiction of the Labour Agreement by and between MacMillan Bloedel Limited and Local 2693, IWA-CANADA;
- (d) "Insurer" means the insurance company or carrier appointed by the company;
- (e) "Plan" means the Ontario Woodworkers Disability Benefit Plan;
- (f) "Company" means MacMillan Bloedel Limited;
- (g) "Weekly Earnings" means, in the case of a day or shift worker, 40 hours x his regular rate;
- (h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. Participation

- (a) All employees of the company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to employees who have accumulated 45 days of seniority with the company.

3. Amount of Disability Benefits

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1 (g) immediately preceding the date of disability. Weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act and its Regulations as they might be amended.

The 5/12 of the U.I.C. premium reduction will be retained by the Company.

4. Eligibility for Payment

- (a) i) Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after 3 continuous days from the commencement of the disability.
- ii) In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one accident, commencing from the date of the accident.
- (b) An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such

benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the company and/or insurer, and verifies the continuance of disability.

- (c) An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the company at the date that he becomes eligible or until he subsequently returns to active employment.
- (d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- (e) An employee shall be considered as eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of lay-off and is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.
- (f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- (g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of,
 - 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) Pregnancy, miscarriage, childbirth, or any complications thereof, or
 - iii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or
 - iv) Self-destruction or any self-inflicting injury, while sane or insane, or
 - v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or

- vi) Disability for which the employee is not under the treatment of a medical practitioner, or
 - vii) For a period of disability in excess of four weeks where treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or
 - viii) Alcoholism or drug addiction, unless the employee is confined in the hospital or institutions licensed to provide care and treatment incident thereto, or unless the employee is undergoing a regular rehabilitative treatment approved by the insurer, and a physician.
- (h) An amount of disability benefit will not be payable for those which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
 - (i) An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the company pension plan.
 - (j) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
 - (k) The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision for the company pension plan.

5. **Payment of Benefits**

- (a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two complete days prior to the day that the employee is actually certified by a medical practitioner.
- (b) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof.
- (c) The amount of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

6. Miscellaneous Provisions

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

7. Government Disability Plans

- (a) The amount of disability benefit under this plan will be reduced by the amount for which the employee and/or the employee's dependent is eligible and receives under the disability benefit provisions of the Canada or Quebec Pension Plan, or similar provisions in any other Government Plans for disability, for which the employee is receiving an amount of disability benefit under this Plan, except for war disability pensions and Workmen's Compensation disability pensions.
- (b) The company and/or insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan or such other Government Plans.
- (c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

8. Physical Examinations

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

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

9. Administration

- (a) It shall be the obligation of the employee to notify immediately the company of his absence due to disability, following which the company will issue the necessary initial claim forms to him.

- (b) Completed claim forms will be checked by the company to determine whether or not an employee is a participant in the Plan and the company may then forward the claim forms to the insurer as its agent for further processing.
- (c) The company will meet with representatives of the Union from time to time, for purposes of discussing the administration of the plan and any problems which may arise.
- (d) Should any employee of the Union have any complaint concerning entitlements to benefits under the plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. The arbitration board shall have powers to adjudicate on the merits of the grievance.

Dated at Thunder Bay, Ontario, this 12th day of December, 1980.

Signed on behalf of the Union by its Representatives:

Witness:

L. A. Dulacka

T. Mior

K. McLeod

D. Dumont

G. Ruth

K. McLeod

Signed on behalf of the Company by its Representatives:

Witness:

P. Elliott

R. A. Bickford

F. DeCicco

APPENDIX "B"
LONG TERM DISABILITY PLAN
MULTIPLY PLYWOODS LIMITED (PLANT)

1. Eligibility

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

2. Effective Date of Coverage

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

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

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

3. Qualifying Period

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

4. Definition of Disability

"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

(a) The disability benefit shall be 50% of monthly earnings as defined in 5 (b), up to a maximum monthly payment of \$1,200.00.

Effective first of the month following the date of ratification, increase \$1,200.00 to \$1,250.00.

Effective June 1, 1992, increase \$1,250.00 to \$1,300.00.

Effective June 1, 1993, increase \$1,300.00 to \$1,350.00

- (b) "Monthly Earnings" means, in the case of a day or shift worker 173 x his regular hourly rate.
 - (c) "Hourly rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime and shift bonus.
 - (d) The amount of disability benefit under this Plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plans, or similar provisions in any other Government Plans for disability for which the employee is receiving an amount of disability benefit under this Plan, except for war disability pensions and Workmen's Compensation disability pensions.
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) 200 days of accrued seniority will be considered as 12 months of service.
 - (c) Disability benefits will be paid one month in arrears.
7. **Termination of Benefits**
- Benefits shall cease upon the occurrence of any one of the following:
- (a) On the date the employee ceases to be disabled. (If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Benefit payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan), or
 - (b) On exhaustion of the benefit period, or
 - (c) On retirement or attainment of age 65, or
 - (d) On death.
8. **Continuation of Group Life Insurance During Disability**
- (a) An insured employee receiving Long Term Disability Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy the Group Life Insurance coverage in effect on the date of his disability at no premium cost to him subject to the Termination of Benefits (clause 7).

9. Exclusions

- (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 Workmen's Compensation or similar legislation, or
 - iii) Self-destruction or any self-inflicted injury, while sane or insane, or
 - iv) Disability for which the employee is not under the treatment of a physician, or
 - v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
 - vi) Disability or loss (1) while the employee is on or could be placed on Pregnancy/Maternity Leave or (2) if an employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/Maternity Leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario, or any other relevant provincial statutes.

10. Rehabilitation

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

11. Physical Examinations

The Company and/or insurer reserves the right to require periodic 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.

Signed at ThunderBay, Ontario, this 12th day of December, 1980.

(FOR THE COMPANY)

J. S. Perry
R. A. Bickford
F. DeCicco
P. Elliott

(FOR THE UNION)

T. Mior
D. Dumont
G. Ruth
K. McLeod
L. A. Dulacka

LETTER OF UNDERSTANDING
between
MacMILLAN BLOEDEL LIMITED, NIPIGON DIVISION
and
IWA-CANADA, LOCAL2693

It is agreed and understood that a joint committee of equal representation from the Union and the Company will meet to develop a Cost Improvement Incentive Plan to be implemented by October 1, 1983.

This committee will be comprised of three representatives from the Company and three representatives from the Union as follows:

- one representative from the Local Union
- one member of the Plant Committee
- one Union Steward

A further administrative committee will be formed after the implementation of the Cost Improvement Incentive Plan to be comprised of two representatives from the Company and two representatives from the Union as follows:

- one representative of the Local Union
- one Union Steward

It is also agreed and understood by both parties that the first \$65,000.00 generated under the Cost Improvement Incentive Plan will be retained by the Company in order to offset the cost of the retroactive pay for the period June 1, 1982 to December 31, 1982.

Signed at Thunder Bay, on the 9th day of June, 1983.

(Company)

R. A. Dines
G. A. Slocombe
J. A. Robillard

(Union)

F. Miron
K. McLeod
T. Harper
L. A. Dulacka
D. Dumont
T. Mior

LETTER OF UNDERSTANDING
between
MacMILLAN BLOEDEL LIMITED, NIPIGON DIVISION
and
IWA-CANADA, LOCAL 2693

It is agreed and understood that during the term of this Agreement a joint committee of equal representation from the Union and the Company will meet to develop a Profit Sharing Plan.

This committee will be comprised of three representatives from the Company and three representatives from the Union as follows:

- one representative from the Local Union
- one member of the Plant Committee
- one Union Steward

Once a plan is developed and agreed to by both parties it will be implemented during the term of this Agreement.

Signed at Thunder Bay, on the 9th day of January, 1987.

(Company)

R. A. Dines
J. A. Stevenson
Gail Tolmonen
Frank DeCicco

(Union)

Fred Miron
J. Lorenowich
Don Dumont
Josephine Kadzielawa
David Simmons

LETTER OF UNDERSTANDING
between
MacMILLAN BLOEDEL LIMITED, NIPIGON DIVISION
and
IWA-CANADA, LOCAL 2693

The Company agrees that vacation pay will be paid to each employee by separate cheques when the Company installs its own payroll system. In the interim period, the Company will continue the present practise regarding the payment of vacation pay cheques.

The employees shall have the option of taking all their vacation pay credits at one time or in 10/ increments.

LETTER OF UNDERSTANDING
between
MacMILLAN BLOEDEL LIMITED, NIPIGON DIVISION
and
IWA-CANADA, LOCAL 2693

The Company agrees to change the pay-day from Friday to Thursday. The Division Accountant to meet with the Plant Committee to work out the details necessary in regard to changing the cut-off date in order to incorporate the changed pay-day. This project to be finalized within three (3) months after date of ratification.

LETTER OF UNDERSTANDING
between
MacMILLAN BLOEDEL LIMITED, NIPIGON DIVISION
and
IWA-CANADA, LOCAL 2693

It is agreed and understood that a joint committee will be established during the term of this agreement to examine lockers for employees.

**Addendum to the Agreement
between
MacMillan Bloedel Limited
Nipigon Division
and
IWA-Canada, Local 2693**

The following sets out the terms and conditions regarding the employment of students in the plant.

1. The Company will supply the Union with a list of students who are being employed in the plant.
2. The number of students being employed will be limited to twenty-one (21).
3. As far as possible, working time to be equally distributed among the students. A refusal to work counts as a day worked.
4. From May 1st to Labour Day, students to work on a regular basis. Students hired for summer employment on a regular basis will be terminated on or before Labour Day.
5. From Labour Day to April 30th to work only as replacements on the 3-11 shift.
6. When used as a replacement, they should start in the Dryer/Patcher area if a position is available.
7. A student should have preference to a full-time position when an opening occurs provided he/she has completed Grade 12 and is 18 years of age.
8. Students will have no seniority rights and will not be entitled to benefits.
9. Notwithstanding the above, the present arrangements for staffing the Dryer/Patcher area on Saturday shifts with students will continue.

**RETIREMENT INCOME PLAN FOR
EMPLOYEES OF
MacMILLAN BLOEDEL LIMITED,
NIPIGON DIVISION**

1. Definitions
 - (a) "Company" means MacMillan Bloedel Limited, Nipigon Division.
 - (b) "One Year of Continuous Service" means service on the payroll of the Company totalling 1,600 work hours or more from the last date of hire.
 - (c) "Employee" means a person who
 - i) is employed in a full-time regular position;
 - ii) is on the Company's hourly payroll; and
 - iii) is a member of Local 2693, IWA-CANADA.
 - (d) "Member" means an Employee who has fulfilled the eligibility and enrolment requirements of Section 4.
 - (e) "Member's Account" means all contributions by the Member and the Company on behalf of the Member, plus investment earnings.
 - (f) "Retirement Plan" means this Plan to provide retirement income benefits for employees of the Company.
 - (g) "Plan Trustee" means the trustee and/or insurance company appointed by the Company to be the administrator of the Plan and custodian of the Plan's assets.
2. The parties to this Agreement agree that there will be no change, suspension or discontinuance of the Retirement Plan for the life of this Agreement, except through mutual agreement by the parties to this Agreement or through government legislation. If, at any time, it shall be necessary or appropriate to make any revisions in the Retirement Plan to obtain or retain any acceptance or approval by tax authorities or to comply with any applicable law, the Company will amend the Plan accordingly to comply.
3. The conditions and provisions of this Retirement Plan will be embodied in the text of the Retirement Income Plan.
4. **Eligibility and Enrollment**

Each Employee in active service and each Employee who is on authorized leave for vacation, jury duty or bereavement on January 9, 1986, shall join Part A of the Retirement Plan on that date

provided he is then at least age 25 and has completed at least One Year of Continuous Service.

Effective January 1, 1987, delete "is then at least age 25 and".

Each other Employee at January 9, 1986, and each Employee hired thereafter, shall join Part A of the Plan on the January 1st coincident with or next following the attainment of age 25 and completion of One Year of Continuous Service, provided he is then an active Employee or is on authorized leave for vacation, jury duty or bereavement.

Effective January 1, 1987, delete "attainment of age 25 and".

5. Contributions

(a) Part A - Mandatory

The Company will contribute \$30.00 for each calendar month, to a maximum of \$360.00 in a year, for which the Member receives pay for time worked, or is on weekly indemnity, long term disability, worker's compensation (first 12 months only), vacation, jury duty, bereavement, maternity or is on temporary leave of absence on Union business or off-the-job training. Contributions will commence for the pay period which ends the later of January 9, 1986 or the date the Employee becomes a Member.

Effective first of the month following date of ratification, increase \$30.00 to \$35.00 and \$360.00 to \$420.00.

Effective June 1, 1993, increase \$35.00 to \$40.00 and \$420.00 to \$480.00.

(b) Part B - Voluntary

i) Employee Contributions

A Member may elect to contribute to the Plan, at the rate of \$30.00 for each calendar month, to a maximum of \$360.00 in a year. The deduction will be made only if the Member qualifies for the Company basic contribution under Part A for the pay period and has sufficient net earnings from the Company during such period from which the deduction may be made.

Effective first of the month following date of ratification, increase \$30.00 to \$35.00 and \$360.00 to \$420.00.

Effective June 1, 1993, increase \$35.00 to \$40.00 and \$420.00 to \$480.00.

Once the Member begins to contribute, payroll deductions will automatically continue until the Member's Normal Retirement Date unless the Member files an election to stop contributions. Member contributions may be stopped or started on any January 1st. Employees who become Members at January 9, 1986 may elect to begin contributions on that date.

ii) Company Match

The Company will contribute \$30.00 for each calendar month that the Member makes a contribution under paragraph (b) (i) above.

Effective first of the month following date of ratification, increase \$30.00 to \$35.00.

Effective June 1, 1993, increase \$35.00 to \$40.00.

Company and Member contributions may not be withdrawn from the Plan while the Member is employed with the Company.

6. Retirement Dates

- (a) Normal Retirement - The Normal Retirement Date is the first day of the month next following the Member's 65th birthday.
- (b) Early Retirement - Early Retirement will be permitted at the election of the Member on or after the first day of any month following attainment of age 55.

7. Retirement Benefits

At retirement, the Member's Account will be used to provide a pension payable monthly for life. The amount of annual retirement benefit payable to the Member will depend on the value of the Member's Account, the Member's age, the form of payment chosen, and the prevailing interest rates at retirement. Prior to retirement, the Member may elect one of the following forms of pension depending on which one best suits his situation:

- (a) Life only
- (b) Life guaranteed 5, 10 or 15 years
- (c) Joint and 50% Survivor
- (d) Joint and 100% Survivor

Pensions will normally be provided through the purchase of a life annuity from a life insurance company licensed to transact business in Canada.

8 Termination of Employment

Company contributions are immediately vested in each Member. Thus, when a Member terminates employment the Member remains entitled to the full value of the Member's Account.

The Member's Account is locked-in and must be used for the provision of retirement income. Upon termination of employment for reason other than death or retirement, the Member's Account must be transferred from this Plan to one of the following, as elected by the Member:

- (a) the pension plan of a subsequent employer, provided that such employer accepts the transfer and agrees to administer it on a "locked-in" basis; or
- (b) a personal "locked-in" registered retirement savings plan.
"Locked-in" means that the funds and interest earnings thereon must eventually be used to purchase a pension, payable for life, from a life insurance company.

As an exception, the Member's Account will be paid in a lump sum cash settlement if such Member has less than 2 years participation in the Plan at the date of termination,

9 Transfers In

A person who becomes an Employee of the Company may elect to make a single lump sum transfer of monies to this Plan from a tax-sheltered pension plan of his prior employer. The amount transferred to this Plan will be administered in accordance with the rules of this Plan.

Such Employee will be considered a new hire for purposes of enrolment in the Plan and eligibility for Company contributions.

10 Death In Service

Each Member will be required to designate a beneficiary at enrolment date. If the Member dies while employed by the Company, the Member's Account will be paid in a lump sum to his named beneficiary or, in the absence of a valid beneficiary designation, to his estate.

11 Administration

The Company will be responsible for all aspects of the Plan administration and will pay the cost of administering the Plan. Contributions will be remitted monthly to the Plan Trustee. Individual employee statements will be prepared and distributed annually by the Plan Trustee showing the Member's position in the Plan.

It is agreed that the foregoing terms of the Retirement Income Plan shall be considered part of, and included in, the terms of the Collective Agreement in effect from June 1, 1991 to May 31, 1994.

Signed at Thunder Bay, Ontario, this _____ day of _____, 1991.

For the Company:

For the Union:

LETTER OF UNDERSTANDING

between

MacMILLAN BLOEDEL LIMITED
NIPIGON DIVISION

and

LUMBER AND SAWMILL WORKERS' UNION, LOCAL 2693

Re: **RETIREMENT INCOME PLAN**
FOR NIPIGON DIVISION EMPLOYEES

Notwithstanding the specific terms and conditions outlined in the Plan under Section 4- Eligibility and Enrolment, it is understood and agreed by the parties that an employee ineligible for participation in the Plan at the original enrollment date of January 9, 1986 by reason only of being inactive, shall be enrolled and become a Member of the Plan effective the first day of the month following the employee's return to full-time employment.

Signed at THUNDER BAY, Ontario this 22nd day of October, 1985.

For the Company:
G. A. Slocombe
Frank DeCicco

For the Union:
Fred Miron
J. Lorenowich

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