

JUNE 1ST, 1997 TO MAY 31, 2000

AGREEMENT

BETWEEN

**MACMILLAN BLOEDEL
LIMITED**

NIPIGON DIVISION

**(hereinafter referred to as the “Company”)
of the First Part**

AND

**IWA-CANADA,
LOCAL 2693**

**(hereinafter referred to as the “Union”)
of the Second Part**

PLANT AGREEMENT

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MEMORANDUM OF AGREEMENT

Between

MACMILLANBLOEDEL LIMITED
NIPIGON DIVISION

(hereinafter referred to as the "Company")

of the First Part

• and •

IWA-CANADA, LOCAL 2693

(hereinafter referred to as the "Union")

of the Second Part

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 advancement of the conditions set forth herein.

Article II • Recognition

- 2.01**
- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees engaged in the plant and yard of the Company's operations at Nipigon, save and except, foreman, supervisors, those above the rank of foreman, and office staff.
 - (b) The employees 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 contractor 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 and Union affiliated with a Central Labour Body covering such work.

- 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, 1997 to May 31st, 2000, 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 Grievance, 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 of 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.
 - (e) More than thirty (30) years' service time - 12% 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
Canada 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.

When July 1 falls on a Tuesday, Wednesday, Thursday, Canada Day will be observed on the following Friday.

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. **An** 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 person. These two shall select a third party who shall act as Chairperson. 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 people 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 question 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 become 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 their 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 cooperate 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.

Safety 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, welding 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 slasher operator, 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 fifty dollars (\$50.00), paid once annually, upon presentation of a receipt for the purpose of approved safety footwear.

10.03 It is agreed that during the life of this Agreement, there shall be no reduction in existing 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 the maintenance employees only, the day shift, upon mutual agreement, can commence at 8:00 a.m., and end at 4:00 p.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.

(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.

- (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 overtime 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 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:

- (a) Effective first pay period following ratification, forty cents (\$.40) per hour shall be paid on the No. 3 shift - 3:00 p.m. to 11:00 p.m.

- (b) Effective first pay period following ratification, forty-five cents (\$.45) 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 ninety-six (96) 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 ninety-six (96) 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 neces-

sary 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 thereafter 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 the 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.
- 12.16 Employees terminated because of a permanent plant closure shall be entitled to severance pay equal to one week's pay for each year of continuous service and thereafter in increments of completed service up to a maximum of thirty (30) weeks.

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 \$28.56 per month for a single employee and \$69.67 per month for family coverage, toward the cost of a Blue Cross **Drug** Plan and Semi-Private Hospital Care Plan and Extended Health paid for by monthly payroll deduction.

Effective June 1, 1999 the premium in effect on that date will be paid by the employer for the balance of the agreement.

The Company contribution to employees who are **off** work due to Worker'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.

15.01 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 the 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/or hospitalization and after three (3) continuous days from the commencement of a disability due to a sickness and will continue for the period of disability due to a sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Effective first of the month following the date of ratification the maximum weekly benefit will be \$480.00.

Effective June 1, 1998, the maximum benefit will be \$500.00.

Effective June 1, 1999, the maximum benefit will be \$520.00.

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

Effective first of the month following the date of ratification, all cost of medical reports requested by the company or the insurance carrier will be reimbursed to the employee. This does not include doctor's slips confirming medical reasons for absence from work.

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 five hundred dollars (\$1,500.00).

Effective first of the month following the date of ratification, the maximum benefit will be one thousand six hundred dollars (\$1,600.00).

Effective June 1, 1998, one thousand, six hundred dollars (\$1,600.00) to be increased to one thousand, seven hundred dollars (\$1,700.00).

Effective June 1, 1999, one thousand, seven hundred dollars (\$1,700.00) to be increased to one thousand eight hundred dollars (\$1,800.00).

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

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 \$50,000 life insurance, and \$60,000 A.D. & D. insurance, for each employee while actively employed who has a minimum of 120 days' seniority.

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.

18.01 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.

Effective January 1, 1995, all employees shall be paid every second Thursday by bank deposit, with full statements of earnings and deductions available for pick up from the office.

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 1992 Ontario Dental Association Schedule of Fees.

21.01 2. (c) Effective January 1st, 1998, amend plan to provide for the application of the 1997 O.D.A. Schedule of Fees. The maximum per calendar year per person will be \$1,200.00.

Effective January 1, 1999 amend plan to provide for the application of the 1998 O.D.A. Schedule of Fees. The maximum per calendar year per person will be \$1,300.00.

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 administration vehicle from among service carriers, insurance companies or self-administration will be made by the Company on the basis of appropriate study of those 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 and 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 provided pensions at retirement, to become effective on January 1, 1986.

This plan will be in the form of three equal units totalling \$120.00 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.

22.01 Effective the first of the month following date of ratification, change \$120.00 to read \$135.00.

Effective June 1, 1995, change \$135.00 to read \$150.00.

The Company agrees to contribute, during each month on and after the effective date, the first \$50.00 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 \$50.00 per month, the Company will match this with a further \$50.00 of monthly contribution. Full-time employees will join the plan after completing one year of continuous service.

Effective January 1, 1998, the contribution of Company will be increased to \$55.00 per month.

Effective January 1, 1999, the contribution of Company will be increased to \$60.00 per month.

During the term of the agreement, the parties will meet for a review of the pension plan performance at a time to be mutually agreed upon.

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" 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" drive, spanners over 1 1/4" opening, and tools in metric measurement.

The Company shall, at its expense, insure for damage or loss cause 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 or 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 from the date of this Agreement, the Company shall pay up to fifteen (15) days for educational leave, at the employees regular rate

Article XXIV Vision Care

Effective from the date of this Agreement, the Company shall pay the cost of Vision Care Plan for all Employees to the Blue Cross of Canada for 24 months covering all Employees and their dependents. Effective January 1, 1999, increase benefit to \$100 / 24 months.

Article XXV - Management

25.01 The Union acknowledges that the Company has the right to manage its business and direct its operations in the best interests of the Company and agrees that any exercise of this right shall be subject to the express provisions of the agreement.

Date at Nipigon Ontario, this 23rd day of August, 1998.

BY

UNION:

WAGE SCHEDULE

CLASSIFIED JOBS	01-May	01-Jun	01-Jun	01-Jun
	1997	1997	1998	1999
Electrician Lead	25.71			
Millwright Lead	25.71			
Electrician Class "A"	23.46			
Electrician I		19.17	19.68	20.20
Electrician II		18.03	18.54	19.06
Electrician III		17.78	18.29	18.81
Electrician IV		17.50	18.01	18.53
Electrical Helper		17.31	17.82	18.34
Mechanic Class " A	23.46			
Millwright Class "A"	23.46			
Millwright I		19.09	19.60	20.12
Millwright II		17.98	18.49	19.01
Millwright III		17.68	18.19	18.71
Millwright IV		17.45	17.96	18.48
Millwright Helper		17.18	17.69	18.21
Carpenter Maintenance		17.73	18.24	18.76
Lathe Operator		17.33	17.84	18.36
Carry-Lift Operator		17.28	17.79	18.31
Lay-Up Man		17.15	17.66	18.18
Trim Sawyer		16.84	17.35	17.87
Debarker Operator		16.96	17.47	17.99
Clipper Operator		16.84	17.35	17.87
Press Operator		16.84	17.35	17.87
Sander Operator		16.84	17.35	17.87
Core Composer		16.84	17.35	17.87
Fork Truck Operator - dryend		16.97	17.48	18.00
Fork Truck Operator - wetend		17.07	17.58	18.10
Tongue & Groove		16.77	17.28	17.80
Slasher Operator		16.79	17.30	17.82
Gang Saw Operator		16.65	17.16	17.68
Utility Stacker		16.65	17.16	17.68
Chipper Feeder		16.84	17.35	17.87
Press Helper		16.71	17.22	17.74
Clean-up Man		16.65	17.16	17.68
Spreader-Feeder		16.65	17.16	17.68

WAGE SCHEDULE

CLASSIFIED JOBS	01-May	01-Jun	01-Jun	01-Jun
	1997	1997	1998	1999
Patchers		16 65	17.18	17 68
Dryer Feeder		16.65	17.18	17 68
Veneer Grader		16 65	17.16	17 68
Patcher Operator		16 65	17.16	17.68
Splicer crew		16 65	17.16	17 68
Re-clipper Crew		16 65	17.16	17 68
Knife Grinder/Set-Up		17 73	18 24	18 76
Oiler		17 54	18.05	18 57
Tongue & Groove Helper		16 65	17.16	17.68
Gang Saw Crew		16.65	17.16	17.68
Glue-Mixer		16 64	17.35	17 87

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 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 the 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 "II", "IP", "T", 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", "It", "T", 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", "T", 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 "III"

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 III and above if they do not have the educational qualifications to permit entry into the apprenticeship plan.

ONTARIO **WOODWORKERS** DISABILITY **BENEFIT PLAN**

1. **Definition**

In this Plan, unless otherwise specifically provided,

(a) "Accident" is a **bodily** injury caused by external **force** ;

(b) "Disability" is a **disability preventing** an employee from pursuing any gainful **activity** if it is a **physical** or **mental** 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.

Effective the first of the month following the date of ratification, the maximum weekly benefit will be \$480.

- 3. Effective June 1, 1998, the maximum benefit will be \$500.00.
Effective June 1, 1999, the maximum benefit will be \$520.00.

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 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) The employee is entitled, or is in receipt, to maternity benefits under the Unemployment Insurance Act, 1971, as amended from time to time, 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 23rd day of April, 1998 .

Signed on behalf of the Union by its Representatives:

Witness:

Signed on behalf of the Company by its Representatives:

Witness:

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),

Effective first of the month following the date of ratification,
monthly maximum of \$1,600.00

Effective June 1, 1998, monthly maximum of **\$1,700.00.**

Effective June 1, 1999, monthly maximum of \$1,800.00.

- (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 any 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 Thunder Bay , Ontario, this 12th day of December, 1980.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Between

MACMILLAN BLOEDEL LIMITED, NIPIGON DIVISION

and

IWA-CANADA, LOCAL 2693

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

UNION

LETTER OF UNDERSTANDING

Between

MACMILLANBLOEDEL 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

MACMILLANBLOEDEL LIMITED, NIPIGON DIVISION

and

IWA-CANADA, LOCAL 2693

The Company and the Union agree to the implementation of a twelve (12) hour shift schedule for employees on a five (5) day Monday to Friday schedule in certain job classifications, upon agreement of the parties involved.

Any questions on this Agreement will be resolved to fit the principle of no additional cost to the Company over what would be experienced on an eight (8) hour shift schedule.

The parties agree to the following terms and conditions:

1. The introduction of a twelve (12) hour shift schedule shall be on a trial basis for a period of three (3) months which may be extended by mutual agreement, providing that over 75% of the participating employees are in favour of the extension.
2. The agreement can be terminated by either party with thirty (30) days written notice.

3. The implementation or discontinuing of the twelve (12) hour shift schedule will **not** involve premiums paid to any employee. Shift scheduling will continue until the completion of a pay period. Incases of layoff due to breakdown, article 12.09 will apply.
4. Employees will give as much notice as they possibly **can** on requests for leave, so that they **can** be replaced at straight time. Otherwise the necessity to work employees on their day off will effectively negate & ~~h~~benefits gained from the additional days free from work.
5. The work day shall be twelve (12) hours, for which straight time will apply. Hours of work shall be mutually agreed upon by department or mill area.
6. All time worked in excess of employees scheduled shift and on their scheduled day(s) off shall be paid for at the rate of time and one half.
7. When an employee reported for work on his/her scheduled shift and no work is available on his/her regular job and if he/she was not notified at least two (2) hours prior to his/her scheduled starting time, at the telephone number he/she supplied to the company, shall be paid a minimum of four (4) hours pay if he/she does not work or works less than four (4) hours, eight (8) hours pay at his/her regular rate if he/she works four (4) hours but less than eight (8) hours, and twelve (12) hours pay at his/her regular rate if he/she works (8) hours or more.

To qualify for the above, the employee must remain on the job until told by the foreman that he/she may leave and must accept other than his/her normal work if it is offered.
8. Employees shall be paid eight (8) hours pay at straight time at their regular job rate for all Statutory Holidays for which they qualify.
9. Employees on the twelve (12) hour work schedule will be entitled to two (2) Floating Holidays per year. When a Floating Holiday is taken an employee shall be paid at regular job rate for twelve (12) straight time hours. The scheduling and qualifying conditions will be outlined in the Collective Agreement.
10. When a death occurs to a member of a regular full time employee's immediate family, the applicable five (5) or three consecutive days (to include day of funeral) for which a maximum of **forty** (40) hours for five days or 24 hours for three days will be paid **at** straight time.

11. **Jury Duty** allowance will not be paid for days when an employee is not scheduled to work. Jury duty will be paid at the rate of twelve (12) hours at straight time.
12. Vacation will be on a weekly basis only. A week will be seven (7) consecutive days including both working days and scheduled days off.
13. The rest periods during the regular twelve (12) hour shift will not exceed a total of sixty (60) minutes.
14. Shift differential will be paid on night shift.
15. Weekly Indemnity will be paid as at present on the basis that a loss of income has occurred. i.e. Forty (40) hours pay divided by seven (7) days to equal the daily rate.
16. The attached twelve (12) hour schedule will be in effect.

17. Overtime Agreement:

In case of overtime, the person(s) who normally perform(s) the job will be called in for twelve (12) hours at a time and one half for the twelve (12) hour shift. If not available, the senior employee who can perform the job and who has signed the overtime list will be paid at the rate of time and one half for the twelve (12) hour shift,

Signed at Thunder Bay, on the 25th day of August, 1994.

(Company)

(Union)

LETTER OF UNDERSTANDING

CORE COMPOSER
WEEKEND SCHEDULE

Between

MACMILLAN BLOEDEL LIMITED, NIPIGON DIVISION

and

IWA-CANADA, LOCAL 2693

1. Jobs posted - vacancies shall be posted as they occur and jobs shall be filled on the basis of Article XII - Seniority.

2. Work Schedule	Worked	Paid
Friday or Monday	8	8
Saturday	12	12
Sunday	12	20

It is understood that the hours of work shall be as follows:

Night Shift:	Friday	11:00 p.m. to 11:00 a.m.
	Saturday	11:00 p.m. to 11:00 a.m.
Day Shift:	Saturday	11:00 a.m. to 11:00 p.m.
	Sunday	11:00 a.m. to 11:00 p.m.

Monday and Friday, employees will be scheduled for eight (8) hours on a rotating day basis.

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

The first eight (8) hours work on Sunday or a Statutory Holiday will be paid at the rate of time and one half of the employees regular rate. Hours work in excess of this will be paid at the rate of double time.

4. Vacation - for vacation time-off entitlement, one week will be Friday, Saturday, Sunday or Saturday, Sunday, Monday.
5. Statutory of Floating Holiday pay shall be calculated at the hours of the day lost.
6. If a holiday falls on a day which the employee is scheduled off, they shall have the following scheduled Monday or Friday off.

7. Sick leave shall be paid after losing **24** hour of pay.
8. Bereavement pay shall be calculated at the hours of the day lost up to a maximum of forty (**40**) hours for five days and twenty-four (**24**) hours for three days.
9. On 12 hour shift an employee shall be entitled to four (**4**) ten minute rest periods during each regular shift. A break of 20 minutes will be allowed for lunch.

Signed at Thunder Bay, on the 25th day of August, 1994.

(Company)

(Union)

**Addendum to the Agreement
between
MacMillan Bloedel Limited
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 unless its for vacation coverage.
6. When used as a replacement, they should **start** in the Dryerpatcher area if a **position** is available.
7. Students will have no seniority rights and will not be entitled to benefits.
8. Students can be used throughout the year for vacation coverage provided it **is** on a straight time basis.
9. Student positions will be reserved for those people registered with a college or university and have a minimum work load of **60%**. The Union Committee and Management will review the course workload.
10. Not withstanding 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 autho-

rized leave for vacation, jury duty or bereavement on January 9, 1986, shall join Part **A** of the Retirement Plan on that date provided he has completed at least one year of continuous service.

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 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,

5. Contributions

(a) **Part A - Mandatory**

The Company will contribute \$50.00 for each calendar month, 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 Jan. 1, 1998, increase \$50.00 to \$55.00.

Effective Jan. 1, 1999, increase \$55.00 to \$60.00.

(b) **Part B - Voluntary**

(i) **Employee Contributions**

A Member may elect to contribute to the Plan, at the rate of \$50.00 for each calendar month. 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 Jan. 1, 1998, increase \$50.00 to \$55.00.

Effective Jan. 1, 1999, increase \$55.00 to \$60.00.

Effective June 1, 1995, increase \$45.00 to \$50.00 and \$540.00 to \$600.00.

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.

(ii) **Company Match**

The Company will match voluntary contributions made by employees.

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

7. 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 reasons 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 enrollment in the Plan and eligibility for Company contributions.

10. Death In Service

Each Member will be required to designate a beneficiary at enrollment 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, 1994 to May 31, 1997.

Signed at Thunder Bay, Ontario, this 23rd day of April, 1998.

For the Company:

For the Union:

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