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BFF.	87	04	01
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No. OF EMPLOYEES	114		
NOMBRE D'EMPLOYÉS	EB		

COLLECTIVE AGREEMENT

between

WAFERBOARD CORPORATION LIMITED

and

CANADIAN PAPERWORKERS UNION

and

ITS LOCAL 37

Article 1 - Purpose

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 abide to all the terms and conditions of this Agreement and to cooperate fully, individually and collectively, for advancement of the condition set forth herein.

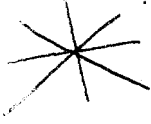
Article 11 - Recognition

2.01 a) The Company recognizes the Union as the sole collective bargaining agent of all employees in the Waferboard plant located in Ogden Twp. Sr.A1. 937 save and except: foremen, those above the rank of foremen, office staff, laboratory staff, scaler, students not affecting the work force, contractors and employees of contractors who are engaged to perform occasional special services, as per past established practices. Said services performed by contractors shall not result in any reduction of the work force covered by this collective agreement.

2.01 b) In cases of construction work for the Company, employees who are on layoff will be given preference of employment as per seniority provided they are able to perform the work required.

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2.02 Supervisory personnel 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 or cases which involve physical danger to employees or danger to property, and except in emergencies, casual assistance in the form of instruction and spell-off at coffee breaks or lunch period.

2.03 It is agreed and understood that on hiring of watchman the Company will give consideration to employees of Waferboard on lay-off providing they apply for it.

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 1, 1987 to May 31, 1990 inclusive, and from year to year thereafter unless either party desired to change or terminate this Agreement, in which case the party desiring the change or termination shall notify the other party in writing, at least sixty (60) days prior to May 31st of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party, in writing, as to the changes desired.

Article IV - Wage Schedule

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

4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements occurs in any job classification listed in the attached wage schedule the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement the matter may be referred to Section 8.03, stage III of the grievance procedure.

4.03 For classified jobs not listed in this wage schedule the Company may set estimated or temporary rates. Any such rates will be based on comparison with prevailing rates for a similar and/or related occupation in the attached wage schedule. After a trial period of thirty (30) days any such 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 and following negotiations for such rates with the Local Union, if no agreement, is reached on the rate, the matter shall become subject to the grievance procedure beginning at Section 8.03, stage III.

Article V - Union Membership

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

5.02 Employees shall make application to join the Union when first approached to do so by a duly authorized Union official or representatives. The Company shall upon hiring advise all new employees by letter, with a copy to the Local Union, to report to the Local Union within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

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

5.04 Remittance of all deductions shall be sent to the Financial Secretary of Local 37, said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, showing full names and amounts. The Company shall deliver the above not later than the end of the following month.

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

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

Article VI - Vacation with Pay

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

- a) 4% of gross earnings for employees who have less than four (4) years service with the Company.
- b) 6% of gross earnings for employees who have four (4) years or more but less than eleven (11) years service with the Company.
- c) 8% of gross earnings for employees who have eleven (11) years or more but less than twenty (20) years service with the Company.
- d) 10% of gross earnings for employees who have twenty (20) years or more service with the Company.

e) Supplementary Vacation with Pay

Employees who have worked more than fifteen (15) years for the Company shall receive the following additional vacation in the calendar year in which they attain:

- Age 60 - 1 week (2% of gross earnings)
- Age 61 - 2 weeks (4% of gross earnings)
- Age 62 - 3 weeks (6% of gross earnings)
- Age 63 - 4 weeks (8% of gross earnings)
- Age 64 - 5 weeks (10% of gross earnings)

For purposes of this Agreement the vacation year shall begin July 1st each year, and seniority will be acquired and maintained as defined in Article XII of this Agreement

6.02 An employee who has been continuously employed for one (1) year shall take vacation time off in accordance with the provisions of Section 6.04 herein.

6.03 Accrued vacation with pay shall be paid to each employee by cheque to be issued at the time of layoff or at the time vacation is taken. Where the employee is discharged for cause or quits he shall be paid his accrued vacation with pay at the next regular pay day.

6.04 When economically feasible a plant vacation shutdown of two weeks duration, or any further period as may be mutually agreed to between the Company and the Union, will be scheduled each year during the off-school summer period.

In the years that a vacation shutdown is not scheduled all employees with more than one year of seniority will have the opportunity to take at least two weeks of their vacation between June 15th and September 15th of that year, and vacations will be scheduled in accordance with seniority.

The Company will attempt to advise the Union on April 1st, but not later than May 1st of each year of the proposed vacation shutdown, where applicable.

An employee who is entitled to vacation time off in excess of the duration of the vacation shutdown will be allowed to take such time off at a time mutually agreed to between him and his immediate supervisor.

For weeks of vacation outside a scheduled plant shutdown, employees must give their dates of preferred vacation prior to June 1st.

In case too many eligible employees would seek additional time off, thereby jeopardizing the efficiency of operation, time off will be scheduled in accordance with seniority.

Article VII - Holiday 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 | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Labour Day |
| Civic Holiday..... | (1st Monday in August) |
| January 2nd | |

In addition, employees with six (6) months seniority will be granted two floating holidays per year to be taken at a time satisfactory to the employee and his supervisor.

Requests for floaters are to be submitted in writing at least five (5) working days in advance of floater with the exception of emergency situations. Management will confirm within three (3) working days of receiving the request and such requests will not be unreasonably withheld.

Article VII - Holidays with Pay (con't)

All floaters not taken prior to June 1st each year will be paid by the Company. An Employee who by reason of layoff not exceeding twenty-one (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. An employee who by reason of layoff is prevented from taking his floating holidays, shall receive pay in lieu of such holidays. Seniority shall apply in the event floaters are taken in excessive numbers.

7.02 When any of the above holidays fall on Saturday it shall be observed on the preceding Friday and if the holiday falls on Sunday, it will be observed on the following Monday or as otherwise agreed, except for the Christmas and New Year's shutdown which shall be as follows:

Christmas from - 4:00 P.M December 24th to
4:00 P.M December 26th
New Year's from 4:00 P.M December 31st to
4:00 P.M January 2nd.

For purpose of this Agreement a Holiday shall begin at 0800 hours that day and end at 0800 hours the following day.

7.03 a) An employee who has established seniority in accordance with Article XI, and who works any of the available work days within the thirty (30) day period prior to the Holiday, and who works the last scheduled shift prior to the Holiday and the first scheduled shift following the Holiday, shall receive pay for the Holiday.

7.03 b) Employees who ask and accept to work on a holiday will do so in writing, with a copy to the Local Union, on forms to be supplied by the Company and will be paid for the holiday, except where an employee was unable to report for work for reasons beyond his control.

7.04 An employee who qualifies under Section 12.02 and is on vacation as specified in Article VI, shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.

7.05 An employee who qualifies under Section 12.02 (a) and who is obliged to cease due to a layoff during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for all the holidays within such thirty (30) day period.

Article VII - Holidays with Pay (con't)

7.06 An employee who qualifies under Section 12.02 (a) and who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the thirty (30) day period immediately prior to the Holiday, shall receive holiday pay for all holidays within such thirty (30) day period.

Article VIII - Adjustments of Grievances

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

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

8.02 The Company shall recognize the Grievance Committee which shall consist of the President and two executive officers. The Company shall be notified in writing as to the names of the Union Committee.

8.03 Stage 1 - Any grievance arising during the term of this Agreement must be presented for adjustment within fifteen (15) days. A grievance of an employee shall be taken by the employee singly or together with the President or Executive Officer of Local Union directly to the employee's immediate supervisor and a decision thereon shall be rendered within two days from the presentation of the grievance.

Stage 11 - If this decision is not satisfactory to the aggrieved employee, within ten (10) days the matter shall be taken up by the Grievance Committee and the Plant Manager. Failing a satisfactory adjustment then,

Stage 111 - Within 10 days the matter shall be referred to the General Manager or his representative by the Grievance Committee and the National Representative. Failing a settlement within 15 days then,

Stage 1V - Either party may within the following fifteen (1b) days, refer the matter to Arbitration. In Arbitration, the Company and the Union shall each select one man; these two (2) shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than (5) days after the receipt of written notice of the other party's nomination.

Article VIII - (con't)

In the event of the failure of the two (2) 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.

All time limits mentioned in the grievance procedure may be extended by mutual consent of the Company and the Union.

8.04 It is understood that the function of the Arbitration Board shall be to interpret and apply the Agreement and that 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 adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.05 Sundays, Statutory and Legal Holidays shall not be included in any time in this Article of Agreement.

8.06 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 not later than ten (10) days after the discharge or suspension becomes effective. Grievances dealing with suspension shall be processed in the first stage whenever possible. Where such an employee's grievance is not processed from the first stage, it may be processed starting at the second stage of the Grievance Procedure. In the case of suspension by the Company, the Company shall notify the employee, in writing, of the reason for such suspension. Discharge grievances will be processed beginning at Stage 11 of the grievance procedure. The Company shall notify the employee in writing of the reason for discharge within two (2) days of his discharge.

8.07 Each party to 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.

8.08 Grievances which involve Company policy in respect to the interpretation, application, administration or alleged violation of the Agreement may be processed commencing at Stage 11 of the grievance procedure.

Article VIII - (con't)

8.09 If the Company has a grievance as defined in Section 8.01 (b) it shall commence at Stage 11 of this grievance procedure by the General Manager or his representative presenting the matter in writing, to the officers of the Union.

8.10 Employees to be discharged by the Company, or at formal disciplinary meetings with other than his immediate foreman, will be provided with Union representation.

Article IX - No Strike - No Lockout

9.01 There shall be no strike, stoppage of work or slowdown called or supported by the Union or its members, and no lockout caused by the Company during the life of this Agreement.

Article X - Working Conditions

10.01 (a) It is agreed that the Company and the Union will co-operate collectively in improving safety and first aid practices. The Company and the Union further agree to set up and maintain a joint safety committee to promote safe working conditions and practices and will consist of a minimum of six (6) members, three (3) from the Union and three (3) from Management. The Company will have a qualified first aid man on each shift.

A complete safety inspection shall be carried out at regular intervals, at least once a month, by a minimum of two members of the joint safety committee (one from the Union and one from Management). Time spent on such safety activities shall be considered as time worked. Such inspections will not interfere with normal mill operations.

10.01 (b) The Company will provide free of charge the following safety apparel and equipment: rain suits, coveralls for all maintenance work, welding shields and aprons where required. In consideration of the purchase of personal safety apparel, the Company will pay an allowance of fifteen dollars (\$15.00) per year to each employee, on the first pay cheque in June, Effective June 1st 1988, change \$15.00 to \$25.00.

The wearing of safety equipment and apparel will not become a condition of employment unless agreed to by the Company and the Union or is mandatory under the Industrial Safety Act.

Article X - (con't)

10.02 The Company agrees to discuss with the Union ways and means of improving conditions for all employees covered by this Agreement.

10.03 (a) The Company will provide and maintain in a clean condition, an adequate lunch room and will install a low heat oven. Fly control measure shall be carried out in the lunch room and cold water will be supplied at three different locations in the plant.

10.03 (b) Car plug-ins shall be provided for employees' cars at the Company's plant parking lot.

10.04 During the term of this Agreement, the Company will in consultation with the Union, take such measures as required to improve ventilation, heating and dust control in the plant as economically and practically feasible, as determined by the Company.

10.05 The present vacuum cleaner provided for cleaning the employee's clothing will be maintained.

10.06 The present shower room facilities will be maintained.

10.07 Every payday payroll sheets shall be provided to all employees showing the rates of pay, hours worked, earnings and deductions.

The Company will pay its employees by cheque with a maximum of a one week hold-back every second Thursday. It is understood that the Company will maintain the present practice of distributing pay cheques at midnight every second Wednesday, whenever possible.

10.08 The Company agrees that it will provide free coverage against loss by fire or breaking of tradesmen's tools normally required by tradesmen to the actual value of such tools and coverage for theft, should the complete tool chest and contents be stolen, while on authorized Company property or work sites. In order to receive this coverage tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

10.09 It is agreed to and understood that the following privileges will be allowed to prevail as long as they do not adversely affect production or the operation; beverages at work station, including cans of pop, the radio in the maintenance shop, coffee pot at the H.D. press station.

Article XI - Hours of Work

11.01 The work sheet shall consist of forty (40) hours.

11.02 (a) For the purpose of this Agreement, a Saturday or a Sunday shall commence at 00:01 hour and end at 24:00 hours.

11.02 (b) The work day for employees not on shift shall consist of eight (8) consecutive hours 0800 hours to 1630 hours, mealtine excluded, Mnday to Friday inclusive.

11.03 Seven (7) days week operation.

(a) For employees on one shift, the work day shall be between 0800 to 1630 hours, mealtine excluded.

(b) For employees on two shifts, the hours of work shall be in accordance with the following schedule:

#1 shift 0800 to 1630 hours

#2 shift 1630 to 0100 hours, mealtine excluded.

(c) For employees on three shifts, the hours of work shall be in accordance with the following schedule:

#1 shift 0000 hour to 0800 hours

#2 shift 0800 to 1600 hours

#3 shift 1600 to 2400 hours, mealtine excluded.

Such employees will be excluded from the provisions of time and one half for Saturday in 11.06 (a) if such work is part of their regular scheduled hours of work.

(d) All time worked in excess of his scheduled shift and on his scheduled days off shall be paid for at the rate of time and one half.

(e) The above shift schedules shall remain in effect unless otherwise mutually agreed to. Employees scheduled on day shift and transferred by the Company for a full shift on production day shift will be subject to the same hours of work as specified in (b) and (c) of Section 11.03.

(f) Employees on two and three shifts shall be paid a shift premium of thirty-six cents (.36¢) per hour for all hours worked on a second and third shift. Effective June 1, 1988 change thirty-six cents to thirty-seven cents (.37¢) and effective June 1, 1989 change thirty-seven cents to thirty-eight cents (.38¢).

Article XI - (con't)

11.03 (g) Employees on continuous operation must remain on the job until replaced by their relief or replacement (maximum of two (2) hours). Employees who are required to remain at their work station and have no transportation will be provided with transportation to their residence by the Company.

The Company will give permission to employees requesting to be excused from such work for valid reasons.

(h) On operations except maintenance, that require fifteen (15) shifts or less per week, employees will receive their days off consecutively, of which one of the days off will be a Saturday or Sunday, wherever economically feasible.

11.04 (a) All employees will be allowed a fifteen (15) minute coffee break at the mid-point of each half shift and one-half hour for lunch at the mid-point of each shift, however, such coffee breaks may be delayed or advanced by fifteen (15) minutes, and the lunch period by one-half hour, to meet production requirements. Timing for coffee breaks and lunch period will be from leaving the respective work station to returning to it. Lunch and coffee breaks are on Company time unless otherwise specified in this Agreement. An employee who is required to work more than two hours or more overtime will be allowed one-half hour for lunch on Company time upon having worked two hours consecutive to his shift and a choice of hot meal including beverage will be provided and paid for by the Company and a light lunch with beverage for the second half of the shift will also be provided to the employee free of charge. This half hour lunch break may be divided into two (2) fifteen minute breaks.

An employee who is required to work two (2) hours beyond the end of his regular day or shift will receive a paid fifteen (15) minute rest period within two hours.

Where an employee knows prior to reporting for work that he will be working a double shift he will be expected to provide his own lunch.

(b) Individual employees can elect to spend their lunch breaks either in the lunchroom or outside of the Company's premises, unless otherwise mutually agreed.

Article XI - (con't)

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

To qualify for the above, the employee must remain on job until told by the foreman that he may leave and must accept other than his normal work if it is offered, provided he is adequately dressed to perform such work.

11.06 (a) Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturdays, Sundays and paid holidays, and all hours worked by an employee outside his scheduled shift shall be paid for at the rate of time and one half.

Time worked in excess of eight (8) hours per day or shift on Sundays and paid holidays shall be paid for at the rate of double time.

11.06 (b) If an employee, who has completed his scheduled work week accepts to work on Saturday or Sunday, such overtime shall be posted on the preceding Thursday, unless the requirements for such overtime were unpredictable. If he is available for the posted overtime work and is unable to commence work for reasons beyond his control, he shall receive four (4) hours pay at the overtime rate provided he remains available for the four (4) hour period if so requested by the Company and accepts alternate work if it is offered provided he is adequately dressed to perform such said work.

11.06 (c) Employees who are willing to work overtime, will be required to signify by giving their names to their supervisor each week on forms to be supplied by the Company.

Employees who apply for overtime must report for work when requested.

Overtime requirements will be distributed as equally as possible among employees who make themselves available and who normally perform the work in the classifications requiring the overtime.

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

Article XII - Seniority

12.01 (a) The Company recognizes the principle of seniority. Seniority shall govern in promotion, transfers, layoffs and recalls after layoffs, subject to reasonable consideration of skill, ability and efficiency to perform the work required.

An employee's seniority shall be his length of service with the Company dating back to his original hiring date or in case his service was broken, as defined in Section 12.03 his hiring, date after his last break in service.

It is agreed that an employee's seniority will be cancelled if there should be conclusive evidence that he would have been capable of performing his regular work while absent for medical reasons or that he worked for wages elsewhere while on authorized leave of absence.

Time off due to sickness or accident must be certified by a licensed physician, dentist or chiropractor. An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave.

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

12.01 (b) An employee who has been absent from work due to accident, sickness, or authorized leave of absence has the right to return to the job classification he held prior to such absence.

12.02 A new employee of the Company shall be considered a probationary employee until he has completed forty-five (45) days of work in one period of employment except in cases of layoff, except tradesmen who must complete an extra forty-five (45) days of work. During the probationary period the Company may terminate an employee without Union representation.

12.03 An employee shall lose all seniority if he:
(a) quits or is discharged and not reinstated through grievance procedure.

Article XII - (con't)

(b) fails to report for work following recall as provided in Section 12.04 (b) or fails to return from authorized absence on the date specified unless in either case his return to work on time is prevented by circumstances beyond his control and he has taken the necessary steps to advise the Company.

(c) is absent without permission for two consecutive days unless such absence is for reasons beyond his control and he has taken the necessary steps to advise the Company.

12.04 (a) In cases of layoff, the Company will notify in writing, the employees intended to be laid off and the Local Union at least seven (7) calendar days in advance except in cases of machinery breakdown or electrical power failure.

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

12.04 (c) If as a result of a layoff or for any other reasons, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference. Provided the employee has the aptitude of skill, efficiency and ability, he will be trained by the Company in order to meet the job requirements. An employee will be allowed five (5) working days in which to qualify for the job requirements or such other period as may be mutually agreed to.

In cases where a) an employee's job is permanently eliminated, or b) an employee's job is temporarily cancelled for a period to exceed two (2) months. The above employees so affected will be allowed to exercise his seniority rights to displace a junior employee.

12.04 (d) Employees receiving notice of layoff as specified in Section 12.04 (a) must advise the Company at least two working days after receiving such notice as to which classification he wants to be transferred to. Employees failing to advise the Company will be transferred by the Company.

Article XII - (con't)

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

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

12.05 (c) Promotions shall mean advancement to a job which carries a higher rate of pay.

12.06 1. Where a vacancy occurs immediate notice thereof will be posted on the bulletin board for a period of seven (7) calendar days for which the Company may make a temporary appointment to such vacant job. However, in case replacement is required for a vacancy of less than seven (7) calendar days, such vacancy may be filled by temporary appointment.

However, when a vacancy is caused by an employee's absence due to disability or authorized leave of absence exceeding thirty (30) days such vacancy will be considered and posted as "Temporary".

2. Employees will not be considered for a vacant job, unless they apply in writing during the seven (7) calendar day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant and a copy will be given to the Union. All reasonable effort will be made to advise absent employees of such vacancy.

3. The vacancy will be filled by the senior applicant provided he has the aptitudes of skill, ability and efficiency to meet or to be trained by the Company to meet the job requirements. An employee accepting the posted job shall be allowed a minimum of five (5) working days in which to qualify for the job requirements or any further time as may be mutually agreed to. Failure of an employee to qualify shall entitle him to return to his former job. Name(s) of successful applicant(s) will be posted for at least three (3) working days by the Company on the bulletin board in all cases.

Successful applicants if not placed on the posted job within twenty-one (21) days of being accepted, shall receive the highest applicable rate. Notwithstanding the above the successful candidate will be placed on the posted job within a further twenty-one (21) calendar days.

However, in cases of temporary vacancies, applicants will be accepted for the vacancy only if the open position is a promotion for them

Article XII - (con't)

12.07 An employee who has successfully claimed and filled a job shall be ineligible to further bid for another vacancy before five (5) months have elapsed.

12.08 A seniority list shall be prepared and posted monthly on the bulletin board by the Company, showing the effective date of hiring of each employee. A copy of such list shall be given to the Local Union.

Article XIII - Bulletin Boards

13.01 The Union shall have the right to post notices dealing with Union affairs upon Bulletin Boards of the Company, with proper approval of the Plant Manager.

Article XIV - Access to Plant

14.01 Representatives carrying proper credentials shall have the right to visit all operations specified in this Agreement in connection with Union Business as it pertains to this Agreement. Credentials carried by the Union Representatives will be signed by the President and the Secretary of the Local Union and shall be presented to a company official upon arrival on the operations. Such visits shall not interfere with the operations of the Company.

Article XV - Management Rights

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

Article XVI - Jury Duty

16.01 In the case of an employee who is called for jury service or subpoenaed as a witness 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 or Crown witness. The employee will present proof of service and of pay received therefore when making his claim for such allowance. An employee who is called for jury duty or subpoenaed as a witness by the Crown must notify the Company immediately.

Article XV11 - Bereavement Pay

17.01 When death occurs to a member of an employee's immediate family, that is an employee's father, mother, wife, husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, brother, sister, grand-parents, the employee will be granted leave and shall be paid for eight (8) hours at his regular straight time rate for time lost up to a maximum of three (3) days. An employee will be granted an extra two (2) days leave without pay in the event of the death of his/her spouse or children. The day of the funeral must be one of the three (3) days.

Any claims for bereavement pay must be submitted by the employee to the Company in writing along with proof of bereavement in the immediate family. It is understood that for purposes of this Article, step relatives will be considered the same as blood relatives.

Article XV111 - Health and Welfare

18.01 Each employee who has established seniority in accordance with Article X11, shall be entitled to the following benefits paid in full by the Company:

1. A Group Life Insurance benefit in the amount of \$22,500.00 and an accidental death and dismemberment benefit for up to a maximum of \$22,500.00 as detailed in Appendix "A". Effective June 1, 1988 change \$22,500.00 to \$25,000.00

2. A weekly indemnity plan that will provide seventy (70%) percent of weekly wages to a maximum of \$325.00 per week or U.I.C. maximum whichever is greater as detailed in Appendix "B".

3. A Prescription drug plan that provides for a \$10.00 deductible for single coverage and \$20.00 deductible for family coverage as detailed in Appendix "C"1.

4. A semi-private hospitalization benefit as detailed in Appendix "C"2.

5. The full cost of O.H.I.P. premiums, married and single rates.

6. The Company's contribution toward 1,2,3,4,5,&8 will continue for a period of up to twelve (12) months when an employee is off work due to a Workers' Compensation claim or a short term disability claim

7. In consideration of the cost for the foregoing benefits each employee shall pay through payroll deduction each month, the following:

- Married \$4.00
- Single \$2.00

Article XVIII - (con't)

8. A long term disability plan that will provide fifty (50%) percent of monthly earnings up to a maximum monthly payment of \$1,100.00 as detailed in Appendix "D". Effective June 1, 1988 change \$1,100.00 to \$1,150.00.

9. A dental care plan that will provide for a maximum of \$1,000.00 per person per calendar year and for the application of the 1986 O.D.A. Schedule of Fees as detailed in Appendix "E". Effective June 1, 1988 change 1986 O.D.A. to 1987 O.D.A. and effective June 1, 1989 change 1987 O.D.A. to 1988 O.D.A.

10. Effective September 1, 1987 a Vision Care Plan equivalent to Blue Cross 60/24 covering all employees and their dependents.

Article XIX - Progressive Rate System

The three rate progressive system as outlined in the Wage Schedule shall remain in effect for all employees, with the following exceptions:

- those employees who have previously worked in the classification for Waferboard Corporation Ltd. for a minimum of six (6) months will receive the grade #1 rate.
- employees who have been employed by the Company for more than three (3) years, when changing jobs shall begin with the grade #2 rate.

Article XX - Employee Incentive (Bonus) System

The employee incentive system will form part of the Collective Agreement as Appendix "F" and will be reviewed on an ongoing basis.

Article XXI - Mechanization, Automation or Technological Change

An employee with three (3) or more years of continuous service for whom no job is available because of mechanization, technological changes or automation can upon termination elect to receive a severance allowance of one (1) week's pay for each year of employment during his last period of continuous service (up to the date of termination) computed on the basis of forty (40) straight time hours at the employee's regular rate.

The maximum severance allowance payable being thirty (30) weeks. It is understood that an employee who chooses to receive his severance allowance will be terminated from his employment waiving his recall rights pursuant to this Agreement.

Article XXII - Pension Plan

The Company will contribute fifteen cents (.15¢) per regular hour worked up to a maximum of one hundred and seventy three (173) hours per month for each employee over twenty-five (25) years of age and one (1) year of seniority towards a joint Company-Union pension plan, effective June 1, 1988.

Signed at Timmins, Ontario this 8 day of Dec, 1987.

FOR THE COMPANY

J. Shannon
Danny Ryan
Pierre J. Levesque

FOR THE UNION

R. Blason
Raymond Sejean
W. L. L. L.
Jac. Pigeon

WAGE SCHEDULE **EFFECTIVE** JUNE 1, 1988

	GRADE #3	GRADE #2 after three (3) months in classification	GRADE #1 after six (6) months in classification
General	\$10.81	\$11.11	\$11.38
erry Lift Oper	11.42	11.71	12.02
nd	10.89	11.16	11.46
Operator	11.17	11.47	11.77
er Operator	11.17	11.47	11.77
Operator	11.17	11.47	11.77
Operator	11.41	11.71	12.02
Operator	11.59	11.89	12.21
Helper	11.06	11.35	11.65
board Line Labourer	11.01	11.33	11.58
board Press Operator	11.50	11.79	12.09
board Saw Operator	11.06	11.35	11.65
ard Line Labourer	11.06	11.35	11.65
ard Press Operator	11.30	11.59	11.89
Operator	11.06	11.35	11.65
Operator	11.59	11.89	12.21
elper	10.94	11.22	11.52
ift Operator	11.06	11.35	11.65
Operator	11.24	11.54	11.84
g Line Strapper	10.81	11.11	11.38
er			
ouse Grader	11.06	11.35	11.65
man Qualified	11.47	11.78	12.09
ouse Labourer	10.81	11.11	11.38
Labourer	10.81	11.11	11.38

	GRADE #3	GRADE #2	GRADE #1
Millwright A. Cert.	\$13.98	\$14.34	\$15.33
Millwright 1	13.54	13.90	14.73
Millwright 2	12.36	12.70	13.03
Millwright 3	11.65	11.95	12.27
Millwright 4	11.41	11.71	12.02
Millwright Helper	11.12	11.41	11.70
Electrician A. Cert.	13.98	14.34	15.33
Electrician 1	13.54	13.90	14.73
Electrician 2	12.36	12.70	13.03
Electrician 3	11.65	11.95	12.27
Electrician 4	11.41	11.71	12.02
Electrician Helper	11.12	11.41	11.70
Welder A. Cert.	13.98	14.34	15.33
Welder 1	13.54	13.90	14.73
Welder 2	12.36	12.70	13.03
Welder 3	11.65	11.95	12.27
Welder 4	11.41	11.71	12.02
Oiler	11.23	11.53	11.84
Handyman	11.53	11.84	12.14

*** It is agreed and understood that the senior press or dryer helpers will have the first choice to become operators on their respective production lines.**

*** Leaders will be appointed by the Company and will receive forty cents (.40¢) per hour above their regular rate and have the right to direct but not discipline the work force.**

*** A twenty-five (.25¢) per hour premium will be awarded to Class A tradesmen who complete specific courses as mutually agreed by the Union and the Company.**

WAGE SCHEDULE EFFECTIVE JUNE 1, 1989

	GRADE #3	GRADE #2 after three (3) months in classification	GRADE #1 after six (6) months in classification
Labourer General	\$11.30	\$11.61	\$11.89
Yard Carry Lift Op.	11.92	12.24	12.56
Lot Pond	11.38	11.66	11.97
Blasher Operator	11.67	11.99	12.30
Debarker Operator	11.67	11.99	12.30
Blaker Operator	11.67	11.99	12.30
Grinder Operator	11.92	12.24	12.56
Dryer Operator	12.11	12.42	12.76
Dryer Helper	11.56	11.86	12.17
Waferboard Line Labourer	11.50	11.84	12.10
Waferboard Press Operator	12.02	12.32	12.63
Waferboard Saw Operator	11.56	11.86	12.17
Thinboard Line Labourer	11.56	11.86	12.17
Thinboard Press Operator	11.81	12.11	12.42
Curand Operator	11.56	11.86	12.17
I. D. Operator	12.11	12.42	12.76
I. D. Helper	11.43	11.72	12.04
Work Lift Operator	11.56	11.86	12.17
Band Operator	11.74	12.06	12.37
Standing Line Strapper	11.30	11.61	11.89
I Helper			
Warehouse Grader	11.56	11.86	12.17
Foreman Qualified	11.99	12.31	12.63
Warehouse Labourer	11.30	11.61	11.89
Yard Labourer	11.30	11.61	11.89

	GRADE #3	GRADE #2	GRADE #1
Millwright A. Cert.	\$14.51	\$14.98	\$16.02
Millwright 1	14.15	14.52	15.39
Millwright 2	12.92	13.27	13.62
Millwright 3	12.17	12.49	12.82
Millwright 4	11.92	12.24	12.56
Millwright Helper	11.62	11.92	12.23
Electrician A. Cert.	14.51	14.98	16.02
Electrician 1	14.15	14.52	15.39
Electrician 2	12.92	13.27	13.62
Electrician 3	12.17	12.49	12.82
Electrician 4	11.92	12.24	12.56
Electrician Helper	11.62	11.92	12.23
Welder A. Cert.	14.51	14.98	16.02
Welder 1	14.15	14.52	15.39
Welder 2	12.92	13.27	13.62
Welder 3	12.17	12.49	12.82
Welder 4	11.92	12.24	12.56
Oiler	11.73	12.05	12.37
Handyman	12.05	12.37	12.69

- **It is agreed and understood that the senior press or dryer helpers will have the first choice to become operators on their respective production lines,**
- * **Leaders will be appointed by the Company and will receive forty cents (.40¢) per hour above their regular rate and have the right to direct but not discipline the work force.**
- * **A twenty-five (.25¢) per hour premium will be awarded to Class A tradesmen who complete specific courses as mutually agreed by the Union and the Company.**

Tradesmen's Tools:

Tradesmen will furnish all hand tools common to the trade, this including spanners up to and including one and one-quarter inch opening, adjustable wrenches up to eighteen inches in length, sockets up to and including one-half inch drive, and one and one-quarter inch opening, hammer chisels, punches and screw drivers or metric equivalent.

The Company will provide on loan any special tools, including powerdriven tools, testing and measuring instruments and gauges, pullers, sockets over one-half inch drive, spanners over one and one-quarter inch opening or metric equivalent.

TRADES APPRENTICE PROGRAM

- 1) Apprentices who enter the maintenance department must have a minimum number of credits equivalent to Grade X technical or academic education, pass the Company mechanical aptitude test and must enter the department through job posting.
- 2) There will be a probationary period of up to three (3) months prior to entering into an apprenticeship Agreement during which time the employee may return or failing to display the necessary trade aptitude, be returned to his former department without loss of seniority.
- 3) Any helper who fails his apprenticeship exams shall be required to be re-examined within twelve (12) months but not earlier than six (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 the 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.

TRADES APPRENTICE PROGRAM - (con't)

- 6) Providing a journeyman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the "A" rate immediately upon receipt of his Provincial Trade Certificate.
- 7) The Company reserves all rights of administration of apprenticeship program of limiting the number of people on the program at any one time and to schedule places and times for training courses.
It is agreed that the Company's contribution to employees while a Provincial Trade School will be up to a maximum of \$2,000.00 per stage.

MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of March, an evaluation committee consisting of the Plant Manager or his representatives and the Maintenance Supervisor, together with a qualified Union Member and/or a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of "1", with a view of 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 "111", "11", "1", "A" or Supervisor.

A helper must be capable of performing independently wash jobs, greasing and oiling and other duties assigned to him

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

Millwright "1V":

Shall be qualified to assist and work under the direction and instructions of Millwright "11", "1", "A" or Supervisor. He will work alone at times performing assignments in keeping with his training. At this stage the person will commence to accumulate common tools required to perform his duties.

JOB DESCRIPTIONS FOR TRADES AND HELPERS (con't)

Millwright "1V" (con't)

During the course of his year, the person must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all 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 pipe-fitting, basic welding and machining, but will not be expected to display a high degree of proficiency in these areas at this point.

Millwright "111":

Must be capable of performing the tasks of fitting, aligning, lubricating and able to operate all shop tools and machines and other duties assigned to him

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 "11", "1", "A", or Supervisor.

Millwright "11":

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

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

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

JOB DESCRIPTIONS FOR TRADES AND HELPERS - (con't)

Millwright "1":

Must be capable without direction, of performing all practices under Millwright "11", "111", "1V", and other duties assigned to him. Must take full responsibility for work done by himself or his assistant.

Millwright "A":

Must be in possession of a Millwright Certificate and be capable of performing all duties under Millwright "1" and other duties assigned to him

2. Electrician Trade

Electrician Helper:

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

Shall under the direction of the Electrician or Supervisors perform work common to the electrical trade on all types of machines and equipment used in production and other duties assigned to him

Electrician "1V":

Shall have successfully passed exams following his 1st year of apprenticeship in the electrical trade, or shall have completed, at least, one year in the classification of Electrician Helper.

Shall under direction from the electrician or supervisor obtain practical experience at the plant level allied to the 2nd year theory taught at the Provincial school and will be expected to perform work common to the Electrical Trade on all types of machines and equipment used in the production and other duties assigned to him. At this stage, the person will commence to accumulate common tools required to perform his duties.

Electrician "111":

Shall have successfully passed exams following his 2nd year of apprenticeship in the electrical trade.

Under the direction of an Electrician "11", "1", and "A" install and maintain all electrical equipment in the plant and perform other duties assigned to him

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

JOB DESCRIPTIONS FOR TRADES AND HELPERS - (con't)

Electrician "11":

Shall have successfully passed exams following his 3rd year of apprenticeship in the electrical trade and perform other duties assigned to him

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

Electrician "1":

Shall have successfully completed the full course for the trade of maintenance electrician and received a certificate of apprenticeship. Shall be proficient in the installation and maintenance of all electrical equipment and assume responsibility for all work done by himself and his assistants and perform other duties assigned to him

Electrician "A":

Shall be in possession of a Provincial journeyman trade certificate and 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 and perform other duties assigned to him

3. **Welder Trade**

Welder Helper:

Required to work as an assistant to welder or Millwright as assigned. He shall be upgraded prior to or at the end of one year period to Welder Class 1V. In the event that he fails to display the necessary aptitude for further training he may at any time during this period be placed in other suitable employment and perform other duties assigned to him

Welder "1V":

He shall be capable under direction of performing the following:

Oxyacetylene and electrical welding in flat position with opportunity to work in other positions and perform other duties assigned to him
Cutting, soldering and brazing.

He may be assigned to work as an assistant to Millwright "11", "1", or "A" as the need may arise.

JOB DESCRIPTIONS FOR TRADES AND HELPERS -(con't)

Welder "111":

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position and perform other duties assigned to him. He shall also have an understanding of types of flames, oxidizing and carbonizing.

He may be assigned to perform under direction of Millwright "11", "1", or "A", tasks normally assigned to the trade of Millwright.

Welder "11":

Shall be capable without direction of performing jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position and perform other duties assigned to him

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

He may be assigned to perform under direction of Millwright "1" and "A", tasks normally assigned to the trade of Millwright.

Welder "1":

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

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

He must be able to fabricate from a blueprint.

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

He must be in possession of the necessary Trade Certificate.

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

JOB DESCRIPTION - (con't)

Welder "A":

Must be in possession of a Welder H.P. Certificate and be capable of performing all duties under Welder "1" and other duties assigned to him.

APPENDIX "A" - LIFE INSURANCE

DEATH BENEFITS :

In the event of your death from any cause, your life Insurance under the plan will be paid to the beneficiary you have named. If you have named more than one beneficiary and one of those beneficiaries should die before you, his or her share of the insurance will be paid to the surviving beneficiaries or if there is none, it will be paid to your estate.

The amount of your life insurance is shown in the Collective Agreement.

You may change your beneficiary (within the limits set by law) at anytime by completing a form which may be obtained on request.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

If, as the result of an accident, you suffer any of the losses listed below within 365 days of the accident, payment will be made as indicated. The principal amount of your Accidental Death and Disenberment Insurance is an equal amount to the amount of your Group Life Insurance.

LOSS OF LIFE..... principal amount of insurance
(paid to your beneficiary)

LOSS OF:

both hands	
both feet	
the sight of both eyes	principal amount
one hand and one foot	of insurance
one hand and the sight of one eye	(paid to you)
or	
one foot and the sight of one eye	

LOSS OF:

one hand	one-half of the
one foot or	principal amount
the sight of one eye	of insurance
	(paid to you)

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT - (con't)

This insurance protects you, if you are not a member of an Armed Force, while you are a passenger in any aircraft, but not when you fly under any other circumstances. If you are a member of an Armed Force, the insurance protects you while you are a passenger in any aircraft not belonging to or operated by an Armed Force. It does not cover losses which result from war or riot; committing a criminal offense; poisoning or infection; self-destruction or self-inflicted injury; inhalation of gas; disease, bodily or mental infirmity.

In the event of an employee establishing a claim under the Total Disability Benefit, premiums for the Accidental Death and Dismemberment Insurance will be waived and this insurance will continue for the duration of total disability but not beyond the attainment of age 65.

APPENDIX -B - WEEKLY INDEMNITY PLAN

AMOUNT OF DISABILITY BENEFITS:

The amount of disability benefit shall be 70% of an employee's wage up to the maximum as detailed in the Collective Agreement immediately preceding the date of disability.

DESCRIPTION OF PLAN:

The plan will be for a period of fifty-two (52) weeks payable on the first day of disability resulting from a non-occupational accident and after three (3) continuous working days from the commencement of disability due to a sickness. Where sickness causes an employee to be hospitalized, benefits will be paid from the first day of such disability. Weekly indemnity payments shall be paid every two weeks.

ELIGIBILITY FOR PAYMENT:

In order to be eligible for weekly indemnity payments an employee must be actively employed by the Company at the onset of the disability and must be under the continuing care of a licensed physician. In cases of disability due to mental illness, certification of said illness and disability must be by a licensed psychiatrist or psychologist. Also the employee must notify the Company immediately of his/her disability and ensure that the proper forms are completed by his/her physician and promptly returned to the Company. Benefits under this plan shall not be paid in the event the absence is a result of;

- a) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
- b) during normal maternity leave or,
- c) self-destruction or any self-inflicted injury, while sane or insane, or
- d) any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
- e) disability for which the employee is not under the continuing care of a physician.
- f) 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 rehabilitation treatment approved by the insurer and a licensed physician.

ELIGIBILITY FOR PAYMENT -(con't)

- g) **Disability for which the physician has determined that the employee can perform light work, yet the employee refuses to perform such light work.**

Benefits under this plan will not be payable following the normal retirement date or early retirement date of an employee, if early retirement was approved prior to the onset of disability.

GOVERNMENT DISABILITY PLANS, INCLUDING W.C.B.

The amount of disability benefit under this plan will be reduced by the amount of primary benefits for which an employee is eligible under the disability benefits provisions of Government plans including, Canada or Quebec Pension Plans, Quebec Automobile Insurance Act or W.C.B.. The Company and/or insurer may require certification or verification of the amount of income from such Government plans.

DISPUTED W.C.B. CLAIM

If an employee covered by the W.I. Plan suffers a disability for which payment is in dispute with the W.C.B. W.I. payment will be made retroactively if requested by the employee and provided he has been off work for at least one month due to disability without W.C.B. having accepted the claim and provided the employee is subject to the rules and regulations covering the W.I. plan. If the dispute is over a claim that involves a previous employer the Company will have to be satisfied that the employee is actively pursuing his W.C.B. claim to be eligible to the above.

If the W.C.B. claim is subsequently established, the employee will then repay the W.I. payment(s) received to the appropriate fund or insurance company.

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 designated by the Company and/or insurer.

TERMINATION OF PLAN

The benefits under the Weekly Indemnity Plan shall terminate when the employee returns to active employment, or when fifty-two (52) weeks of benefits have been collected for the same disability, or when the employee attains normal retirement age, or when he is terminated.

APPENDIX C - 1 - PRESCRIPTION DRUG PLAN

This Plan covers Drugs, Serums, Injectibles, Insulin and Diabetic Supplies purchased on the prescription of a medical doctor for the use of the subscriber or a recognized dependent under the Plan. The Plan does not cover patent medicines, vitamins and vitamin preparations (unless injected) or drugs paid for by any other agency.

The single premium rate covers the subscriber only. The family premium rate provides full benefits of the Plan for the subscriber, wife or husband and all unmarried, unemployed children up to the age of 21. Newborn children are automatically covered by the family plan.

The plan will reimburse the full cost of all eligible drug bills for each prescription dispensed by a pharmacist, doctor or hospital over and above the deductible amount, as per the Collective Agreement. When your eligible drug costs exceed the deductible amount, fill in a Claim Form and attach to it all applicable receipted bills showing clearly the prescription number, cost of prescription, date of purchase and name of the patient and mail it to the appropriate insurance carrier.

APPENDIX C - 2 - SEMI-PRIVATE HOSPITALIZATION

Payment of the amount charged by the hospital for daily room and board for semi-private accommodation over and above those expenses paid by provincial health insurance plan will be made to you or to the hospital, whichever you prefer.

APPENDIX D - LONG TERM DISABILITY BENEFIT PLAN

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

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

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 give medical examination to 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 (5b), up to a maximum monthly payment as per the Collective Agreement,

LONG TERM DISABILITY PLAN - (con't)

- 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 or shift bonus.**
- d) **The benefits payable under this plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War Pensions, W.C. Disability Pensions, or by any insurance policies he may have purchased himself.**

6. DURATION OF BENEFIT:

- a) **Benefits will be paid for one month, for each completed month of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.**
- b) **Disability benefits will be paid one month in arrears.**

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 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) **Up to normal retirement age, or**
- d) **On death**

LONG TERM DISABILITY BENEFIT PLAN - (con't)

8. 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 rehabilitation treatment approved by the insurer and a licensed physician.**

APPENDIX E - DENTAL CARE PLAN

ELIGIBILITY:

Participation in this plan is limited to employees who have accumulated sixty-five (65) days of seniority with the Company. It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to layoff or leave of absence, but in no case beyond the end of the month following the month in which such absence commences.

PLAN DESIGN:

The plan provides for payments for the reasonable charges incurred by the employee or his/her insured dependents for necessary dental services provided by a dentist according to the maximum and O.D.A. schedule of fees as per the Collective Agreement.

- a) Payments are made in full for the following expenses:
 - Routine examinations (with a limit of not more than one examination every six (6) consecutive months).
 - X-Rays
 - Fillings other than inlays and crowns
 - Oral surgery which includes procedures such as excision of cysts and tumors
 - Consultation
 - Cleaning and scaling
 - Fluoride treatments
 - Endodontics (e.g. root canal therapy)
 - Periodontal care (treatment of gums) excluding periodontal prosthesis.
- b) 50% of the cost for restorations which include the following:
 - dentures (limited to one set during a period of three consecutive years
 - denture repair
 - rebase or relining denture
- c) Examples of expenses not covered:
 - expenses incurred for cosmetic purposes
 - treatment for dental injury if covered by Workers' Compensation
 - expenses resulting from an act of war or hostilities of any kind
 - expenses provided under any other insurance plan
 - orthodontic treatment and appliances.

DENTAL CARE PLAN - (con't)

ADMINISTRATION:

The plan will be administered in accordance with an appropriate contract or set of procedures reflecting the plan design outline above. The decisions as to the choice of administrative vehicle from among service carriers, Insurance Companies or self-administration will be made by the Company. The premium costs of this plan shall be paid by the Company.

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.

ADDENDUM TO THE AGREEMENT
between
WAFERBOARD CORPORATION LIMITED
and
CANADIAN PAPERWORKERS UNION LOCAL 37

Re: DRYER OPERATORS AND DRYER OPERATOR HELPERS.

It is agreed to and understood that any opening for a "dryer operator" will be filled by a trained operator or "dryer operator helper" and that this supercedes the Collective Agreement. Should none of the trained employees within the bargaining unit apply for a dryer operator opening, the Company may require one of the trained operators or helpers to fill the position while a new operator is being trained.

It is agreed to and understood that there will be a "dryer operator helper" trained in advance of any opening as dryer operator or helper. When necessary the Company will post a "dryer helper trainee" position and that this position will be filled according to Article 12.06 -3. of the Collective Agreement. The successful applicant will not be restricted from posting for other jobs under Article 12.07. It is agreed to and understood that this individual will fill the next "dryer helper" opening without posting. Also should the individual decide that he no longer wants to be a dryer helper, he must inform the Company in writing and then a new posting for "dryer helper" will be established. An employee declining the position in this way may be required to fill a position as dryer helper while the Company is training a new helper.

It is also agreed and understood that a dryer operator will receive a twenty-eight cent adjustment after having completed 12 months in this position.

Signed at Timmins, Ontario this 8 y o f Dec 1987.

FOR THE COMPANY

[Signature]
Nancy Ryan
Pierre J. Desrosiers

FOR THE UNION

[Signature]
Raymond Desjardins
[Signature]
[Signature]

ADDENDUM TO THE AGREEMENT
between
WAFERBOARD CORPORATION LIMITED
and
CANADIAN PAPERWORKERS UNION LOCAL 37

Re: **LOADER OPERATOR TRAINEE.**

It is agreed to and understood that there will be a loader operator trained in advance of any opening as loader operator. When necessary the Company will post a "loader operator trainee" position and that this position will be filled according to Article 12.06 -3 of the Collective Agreement. The successful applicant will not be restricted from posting for other jobs under Article 12.07. It is agreed to and understood that this individual will fill the next "loader operator" opening without posting. Also should the individual decide that he no longer wants to be a loader operator, he must inform the Company in writing of his decision and then a new posting for "loader operator trainee" will be established. An employee declining the position in this way may be required to operate the loader while the Company is training a new operator.

Signed at Timmins, Ontario this 8 y o f Dec 1987.

FOR THE COMPANY

J. Schryer
Harry Rossi
Rene J. Veresque

FOR THE UNION

R. Larson
Raymond Seguin
W. St. John
J. P. ...

LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LTD.

and

CANADIAN PAPERWORKERS'S UNION LOCAL 37

Re: WAFERBOARD AND THINBOARD LINE LABOURERS AND PRESS OPERATORS

It is agreed and understood that when an opening occurs for a Waferboard Press operator, it will be filled by a trained Waferboard Press Operator or the most senior Waferboard line labourer. When the opening occurs it will be posted and should no trained Waferboard Press Operator apply for the position the most senior Waferboard line labourer will fill the opening. Should none of the Waferboard line labourer be sufficiently trained to operate the press, the Company may require a trained operator to fill the position while training of one of the line labourers is being completed. The same procedure applies to Thinboard Press Operators and Thinboard Line Labourer.

Signed at Timmins, Ontario, this 8 of Dec, 1987.

FOR THE COMPANY

FOR THE UNION

J. Blouin
Nancy Ryan
Pierre J. Lesage

J. L. Lacombe
Raymond Lejeune
Robert Lacombe
Jacques Lacombe

LETTER OF UNDERSTANDING

between

WAVERBOARD CORPORATION LTD.

and

CANADIAN PAPERWORKERS' UNION LOCAL 37

Re: Posting of Forklift Operator Position

It is agreed and understood that when a vacancy occurs in the forklift operator position, the Company will post the opening and indicate on the posting the main area of work.

Signed at Timmins, Ontario this 8 day of Dec, 1987.

FOR THE COMPANY

FOR THE UNION

J. B. Keenan
Nancy Ryan
Pierre J. Levesque

J. B. Casson
Raymond Seguin
Robert Sade
Joe Meehan

ADDENDUM TO THE AGREEMENT
between
WAFERBOARD CORPORATION LIMITED
and
CANADIAN PAPERWORKERS UNION LOCAL 37

Re: MAINTENANCE SCHEDULE

It is agreed and understood that the present schedule of work for the maintenance crews will be maintained for the duration of the Collective Agreement.

Signed at Timmins, Ontario this 8 day of Dec 1987.

FOR THE COMPANY

[Signature]
[Signature]
Pierre J. Desjardis

FOR THE UNION

[Signature]
Raymond Desjardis
[Signature]
[Signature]

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