

LABOUR AGREEMENT

Between

UNITED PAPERWORKERS
INTERNATIONAL UNION

A.F.L. - C.I.O. (C.L.C.)

KENORA LOCAL 1330

Hereinafter called "the Union"

- and -

BOISE CASCADE CANADA LTD.

KENORA DIVISION

Hereinafter called "the Company"

May 1, 1993 - April 30, 1998

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LABOUR AGREEMENT

This Agreement is made and entered into this 7th day of November 1993, by and between Boise Cascade Canada Ltd., Kenora, Ontario, hereinafter referred to as the "Company" and the United Paperworkers International Union, A.F.L. - C.I.O. (C.L.C.), Kenora Local 1330, hereinafter referred to as the "Union."

PREAMBLE

The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Plant or Plants under methods that will promote to the fullest extent: safety to the employee, economy of operation, quality and quantity of output, cleanliness of Plant and protection of property. It is the further purpose of this Agreement to establish a relationship between the Management of the Company and its employees that will contribute towards the maintenance of industrial peace and promotion of a friendly community spirit; and it is recognized by this Agreement to be the duty of the Company and the workers to co-operate fully, individually and collectively, for the advancement of these conditions.

100 RIGHTS OF PARTIES

- 101** The Union has all rights which are specified in the subsequent provisions of this Agreement and retains all rights granted by law.
- 102** It is agreed that the Company retains all the customary and normal functions of management except as they may be expressly restricted by the terms of this Agreement.
- 103** It is understood that none of the foregoing shall detract from the right of an employee or the Union to lodge a grievance in the manner and to the extent provided in Article 1100 - Grievance Procedure.
- 104** The Company agrees to inform and discuss with the Union Executive as far in advance as possible any changes in manning, working procedures, scheduling of operations or any other changes that might affect members of the Union.

200 UNION RECOGNITION AND SECURITY

201 Recognition

- 201.1** The Union is **recognized** as the exclusive bargaining agent of the employees in the

classification listed in Appendix A to this Agreement.

The work currently being performed by the employees in the classification covered by Appendix A of this Agreement comes under the exclusive jurisdiction of the Local Union.

201.2 Superintendents, salaried supervisors, watchpersons and non-union office forces are part of the Management of the Company.

202 Security

- (a) A new employee who is not a member of the Union shall become a member within thirty (30) calendar days. The Company shall instruct a new employee to this effect at the time of his/her employment. Employees covered by this Agreement shall maintain membership in good standing as a condition of employment. A listing of new employees will be sent to the Union once per month, or more frequently if the Union requests.
- (b) The Company will not contract out repair, maintenance and production work which is regularly performed by the maintenance and operating crews for which the mill is equipped, for which crews are available and which employees are capable of doing and which can

be carried out without undue delay. If contracting out becomes necessary, the Company will advise the Union as far in advance as practicable of the work and explain the reasons for the contracting. When a contractor is performing work for the Company he/she will be requested to give preference to such employees under the jurisdiction of the Union as are available and have the necessary skills to perform such work.

203 Hiring Preference

203.1 The Company, when hiring new employees, shall give preference to members of the Union which is a party to this Agreement when competent members are available for the positions.

203.2 In case of contract work, the Company will request that preference for unskilled labour be given to unemployed Union members.

204 Jurisdiction of Disputes

204.1 The Company will discuss any significant changes in job content or work assignments with the Local before instituting the same. The Local Union Executive will be given an opportunity to discuss these proposed changes

and offer suggestions before they are implemented.

204.2 The Company will not be asked to act upon jurisdictional disputes between Unions.

205 Check-Off of Dues

A voluntary and revocable payroll deduction plan and procedure for check-off of regular monthly Union dues is covered in a separate Supplementary Agreement dated October 15, 1973.

300 HOURS OF WORK

301 Normal Working Hours

301.1 Day Workers

For day workers employment shall be on the basis of eight (8) hours per day. Hours of employment for day workers shall be 8:00 a.m. to 4:30 p.m. with lunch period from 12:00 noon to 12:30 p.m. Machinery shall be started promptly and shall not be stopped except for breakdown or other emergency until three minutes before 12:00 noon and three minutes before the time designated at the end of the working day.

301.2 Night Workers

In the case of night workers on regularly assigned schedules (not tour workers) the regular times of starting and stopping work shall be substituted for the times specified in clause 301.1 above.

301.3 Tour Workers

- (a)(i) The schedule of hours for tour workers and hours at which tours shall change shall be from **8:00 a.m. to 4:00 p.m.**, **4:00 p.m. to 12:00 midnight**, **12 midnight to 8:00 a.m.** or as mutually agreed.
- (ii) The schedule of hours for tour workers on twelve **(12)** hour shifts and hours at which tours shall change shall be from **8:00 a.m. to 8:00 p.m.** and from **8:00 p.m. to 8:00 a.m.** unless mutually agreed.
- (b) Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal operations, it being agreed that in some cases it is necessary to effect an "average" workweek. The word "average" shall mean the workweek schedule already agreed upon.

302 Workday and Workweek

- 302.1 (a) The workday shall begin at 8:00 a.m. and shall end at 8:00 a.m. on the following day.
- (b) No employee shall be scheduled for less than eight (8) hours.
- (c) The Company agrees to make every effort to limit the hours of work for any employee to a maximum of seventeen (17) hours in a twenty four (24) hour period.
- 302.2 The workweek shall commence at 8:00 a.m. on Sunday and shall end at 8:00 a.m. on the following Sunday. This provision is not intended to change the schedules presently in effect and merely defines the pay period, vacation week, etc.
- 302.3 Normal day or days off will be shown for employees on the weekly schedule posted no later than 3:00 p.m. Thursday of each workweek. This schedule shall be subject to change with notification of affected employees up to 8:00 a.m. on Sunday on 7-day operations and 8:00 a.m. Monday on operations of 6 days or less, without requiring the payment of premium pay under Section 603.2.
- 302.4 The regular scheduled hours of employment for

maintenance day workers shall be five (5) consecutive days of work; eight (8) hours per day, forty (40) hours per week, between the hours of 8:00 a.m. and 4:30 p.m., with one-half hour unpaid lunch period beginning at 12:00 noon. The workweek for employees in the maintenance trades will begin on Sunday or Monday at 8:00 a.m.

302.5 Any employee required to work six (6) hours or more on Sunday will be given an alternate day off during that week.

303 Reporting With No Work Available

Employees reporting for work on their scheduled shifts without having been notified by telephone four (4) hours before their shift starting time that their services will no longer be required, shall be given four (4) hours work or four (4) hours straight time pay at no less than the rate of the job for which scheduled. This notification requirement shall not apply to employees not having a telephone.

304 Change in Scheduled Days Off

304.1 Employee Request

When an employee wishes to change his/her scheduled or designated days off, he/she will

notify his/her supervisor at least twenty-four (24) hours in advance and if such a change is mutually agreed upon by the employee and his/her supervisor, then the employee will work at straight time rates on the day or days originally scheduled as his/her scheduled or **recognized** days off.

304.2 Major Breakdown

In the event of a major breakdown an employee may be required to work on his/her scheduled or designated day or days off for which he/she will be paid at straight-time rates provided he/she has been given at least twenty-four (24) hours' advance notice and assigned another day or days off as mutually agreed upon for which he/she will be paid at the overtime rate if required to work on these days.

305 Normal Operating Hours

305.1 Operations

- (a) The Company shall have the right to schedule the operation of any or all departments without restriction up to and including seven days per week except for shutdown holidays as set forth in 701.1 and such other shutdowns as may be necessary in the judgment of the Company.

- (b) No paper machine will be scheduled to operate in excess of six days unless all three machines are scheduled to operate on a five-day basis or more except under the following situations:
 - (i) If a paper machine is not scheduled to operate due to breakdown, scheduled maintenance or repairs, rebuilds, equipment installations, or such other reasons outside of determining which machines shall be scheduled to produce the required tonnage, the above five-day restrictions shall not apply to that machine. (The above reference to "such other reasons" shall not be interpreted to include lack of orders.)
 - (ii) If such grades of paper are being manufactured on a given machine that schedules to provide the above cannot be arranged to produce the required tonnage, the above provision shall not apply to that machine.

305.2 Shutdowns

When paper machines are operating on a 7-day basis the following shall apply to shutdowns of the type set forth in the following paragraph which occur during a shift for which paper machine operation has been scheduled provided that employees affected shall be only those

scheduled to work under such operating schedules:

For emergency shutdowns of twenty-four hours (24) or less (includes the shift in which the shutdown occurs and the two shifts following) and all normal shutdowns occasioned by normal cleanup, clothing changes and scheduled normal maintenance, operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned. Tour workers may be scheduled to work with day crews during these shutdowns and if so scheduled will work day hours. This paragraph does not apply to shutdowns occasioned by causes other than breakdown of mill operating equipment or to employees not scheduled to work.

400 VACANCIES. PROMOTIONS AND LAYOFFS

401 Vacancies and Promotions

401.1 Regular Vacancy

A regular vacancy shall be considered to exist whenever the Company determines that employees are regularly required in any of the classifications listed in Appendix A to this Agreement.

401.2 Filling Vacancies

All vacancies in jobs or positions coming under the jurisdiction of any of the A.F.L. - C.I.O. (C.L.C.) Unions with which the Company has an Agreement, shall be filled in the following manner:

- (i) Members of the Union having jurisdiction over the vacant job or position whether employed by the Company or laid off shall have priority over any other employees for the job or position to be filled.
- (ii) In the event members, either employed or laid off, of the Union having jurisdiction over the vacant job or position are not available, then members in good standing of other A.F.L. - C.I.O. (C.L.C.) Unions with which the Company has an Agreement, who have been in active service for the Company for at least one year and who are qualified (or equally as qualified as any other applicant) for the job or position to be filled, shall be given preference.
- (iii) In the event members of the Union having jurisdiction over a vacant job or position are not available and in the event members of other A.F.L. - C.I.O. (C.L.C.) Unions are not qualified, then such applicants as the Union having

jurisdiction over the vacant job or position may recommend shall be given preference in the filling of the final job or position.

401.3 Length of Service

In case of promotion to positions within the jurisdiction of the Local, the oldest employee in point of service shall have preference, efficiency considered.

401.4 Posting

In all cases of vacancies or promotions, such positions will be posted on the appropriate bulletin boards throughout the mill for at least five (5) working days that Human Resources Office is scheduled to be open. All applicants for the same will file their names in the Human Resources Office before the expiration of the said five (5) days.

An employee who wishes a job posting in a particular department may file his/her written preference with the Human Resources Department prior to going on vacation.

401.5 Job Priority

Where a person has secured a job in any department on a bulletin (see 401.4) he/she

shall be considered to have priority on that particular job regardless of whether a person with more plant seniority shall secure a job in the same department thereafter. An employee who is awarded a bulletin and who does not wish to remain on such job, other than on the basis of receiving another bulletin, can be retained on the bulletin job until another employee has been trained. An employee shall not be required to remain on such bulletin job for a period in excess of two (2) calendar months. Posted bulletins will include this provision.

When receiving another bulletin an employee must be steady on the master schedule of the operation: i.e., 5 day, 6 day, or 7 day of his/her department or he/she will lose their original bulletin.

401.6 Probationary Period

A new employee, upon being hired or transferred to a position coming under the jurisdiction of the Union, shall be employed on a probationary basis for a period not to exceed forty (40) days of work. The decision of the Company shall be final within this probationary period regarding continuation of employment. The Union will be informed of the date the employee's probationary period ends.

401.7 Retaining Probationary Seniority

During the probationary period referred to in Section 401.6, the employee shall not accumulate seniority. If the employee is retained after completion of his/her probationary period, his/her seniority shall be computed from the first day of employment.

401.8 Automatic progression for all maintenance and repair crews:

An employee assigned to the maintenance repair crew and who has established seniority to that crew shall be automatically advanced as follows:

Maintenance Repair Crew

Helper III	- Start
Helper II	- After 2080 hours of work as Helper III
Helper I	- After 2080 hours of work as Helper II
Journey - person B	- After 4160 hours of work as Helper I
Journey - person A	- After 4160 hours of work as Journeyperson B
Journey - person A-I	- After 4160 hours of work as Journeyperson A

Advancement to senior Journeyperson can be accomplished on or after the date the employee becomes a Journeyperson A-I and is qualified under the conditions set forth for senior Journeyperson.

401.9 Progression for Stores Personnel

There are two job classifications in mill stores. A mill storesperson progresses through the job functions listed in the left column starting with shift person.

Line of promotion according to seniority is as follows:

Shift Person	(Stores person)
Day Counter Person	(Stores person)
Shed Person	(Stores person)
Senior Counter Person	(Stores person)
Receiving Clerk	(Stores person)
Stock Person	(Stores person)
Foreperson	(Lead person)

402 Layoffs and Recalls

402.1 (a) When it becomes necessary to lay off employees the oldest employee in point of service shall be retained, efficiency considered.

(b) Recalls will be in the reverse order of layoffs

and recall rights will be retained equal to an employee's length of service but not to exceed twenty-four **(24)** months.

- (c) The following jobs are identified as a labour pool and will be filled by employees who would be laid off from work (under **40** hours pay) in a work week and senior to an employee then occupying a labour pool job. It is understood this paragraph "**c**" takes precedent over paragraph **401.5** as it applies to the following jobs:

Yard - labourers, truck drivers, truck driver helpers
Groundwood - wood sorters, magazine loaders, labourers
Sulphite - cleaner
Finishing Floor - cleaners, coreperson helper
Mill Labourers
Carpenter's helpers
Painter's helpers
Machine room - junior swipers
Mobile cleaners

- (d) Any employee bumping a junior employee as specified above shall not acquire any seniority rights to jobs above the bottom job in line of progression.

- (e) In the event a senior employee is laid off and does not have enough mill seniority to work on a labour pool job and a junior employee is employed in the mill, the union undertakes to advise the company and the parties will immediately meet and discuss practical ways and means to bring the senior employee back from lay off. Such measures as retraining or permanent transfers to another existing job will be explored.

402.2 If and when the positions referred to in **401.4** are permanently discontinued, employees holding them will be assigned to any positions to which they are entitled by seniority, efficiency considered.

402.3 Yard Service Department

The Yard Service Department of **Kenora** will remain as a separate department during the life of the current Agreement (May 1 to April **30**). However, it may not be possible to schedule junior members of the department with **back-to-back** days off or five consecutive days of work due to the fact that future operations may dictate different schedules than currently exist.

403 Automation and Severance Pay

The provisions of this Section **403** shall apply to reductions in crews which result from technological changes, changes in equipment or changes in manufacturing process. In recognition of the impact that such changes may have upon employees, and the concern of the parties regarding employees who may be affected, the following will apply:

- (a) The Company undertakes to advise the Union as far in advance as is feasible of such changes which the Company has decided to introduce which will result in significant change in the employment status of employees. Such advice to the Union shall be not less than sixty (60) calendar days prior to such change.
- (b) The Company agrees to discuss with the Union the effect of such changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such change. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.
- (c) If a permanent employee with one year's continuous employment is set back to a lower paid job due to job elimination under conditions

set forth above, his/her rate shall be maintained for a period of three (3) months from date of set-back. For an additional period of three (3) months an adjusted rate will be established midway between his/her previous rate at time of set-back and the rate of his/her "home" job for each workweek, which depends upon the operating schedule for each such week; i.e., 5 days, 6 days, 7 days. At the end of the six (6) month period the rate of the job to which he/she is assigned will apply. (Interpretation of this Section shall be based upon the following: A permanent employee with one year's continuous employment is an employee who has worked a twelve-month period of no less than 32 straight time hours without interruption due to lack of work, resignation or discharge.)

- (d) A permanent employee with one year's continuous service who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification to the Union as set forth in (a) above.
- (e) A permanent employee with one year's continuous service (in accordance with the definition in paragraph (c) of this Section 403) who is laid off due to job elimination under conditions set forth above shall be eligible for

severance pay in accordance with the following:

- (i) Employees with one such year of service shall be entitled to one-half of one week's earnings for each month of continuous service up to 26 weeks pay.

Weekly earnings shall be 40 times the employee's classification rate of pay.

A month of service shall be any month in which the employee was compensated by the Company for ninety-six hours or more.

Continuous service shall be service from most recent date of hire unbroken by quit, discharge or resignation.

- (ii) Severance pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks. It shall be the responsibility of the employee to make application for such severance pay.
- (iii) An employee shall retain recall rights for a period of two years from date of any such lay-off due to job elimination with any subsequent benefits to be based on credited months of service after recall. Any employee not recalled

within such two year period shall have his/her name removed from the seniority list and shall no longer be considered an employee of the Company.

500 WAGES

501 Rates

The wage schedule as agreed upon between the Company and Union is attached hereto as Appendix A and forms a part of this Agreement.

502 Minimum Hours of Pay

No employee required to go on duty shall **receive** less than four **(4)** hours straight-time pay.

It is understood that spare board employees who are required to report for work will be provided four **(4)** hours work, or if no work is available, they will be paid four **(4)** hours at the **straight-time** rate.

503 New Positions

When a new job classification is established, the Company will determine and assign the appropriate wage rate to such new classification and the classification shall be added to Appendix A.

This wage rate will be subject to adjustment under provisions of Section 2403 of this Agreement. Any upward adjustment will be retroactive to the start-up date of the new classification up to a maximum of six months. The six-month maximum will be extended an additional three months if the classification is under discussion at the end of the six-month period.

600 PREMIUM TIME

601 Over 8 Hours of Work

Work done in excess of eight (8) hours between 8:00 a.m., Sunday and 8:00 a.m. Monday shall be paid for at double time rate and work done in excess of eight (8) hours in any other workday by employees covered by Sections 301.1, 301.2 and 301.3, shall be paid for at the time and one-half rate, except:

- (a) on shutdown holidays when double time shall apply to all hours worked, or
- (b) when such work in excess of 8 hours is caused by an exchange of shifts by employees with approval of their supervisor, or

- (c) when such work of up to two hours in excess of a tour worker's regular shift is to replace an employee who is tardy, or
- (d) when a tour worker swings to another shift under a normal swing schedule and thereby works 16 hours in one day.

602 Over 16 Hours of Work

Any employee required to work for more than 16 hours, shall receive double time after the 16th hour of work and double time shall continue until the job is completed.

It is understood and agreed that in the application of this clause double time will be paid after the 16th hour of work in any one day between 8:00 a.m. and 8:00 a.m., or after the 16th hour of continuous work.

603 Outside of Regular Hours

603.1 When a regularly scheduled day worker is assigned to work a shift other than days, he/she will receive time and one-half for all such work except in cases where the change in shift results in the employee receiving promotion to a higher rated job.

If the employee receives such promotion the employee shall receive straight time for all regular shifts worked including the first day.

603.2 Shift Change

An employee who is assigned to a shift other than the one for which he/she was scheduled on the weekly schedule (other than when such employee received a promotion to a higher rated job by virtue of such shift change) shall receive time and one-half for all such changed shifts for the balance of the workweek.

603.3 Maintenance Day Workers

Maintenance day workers assigned to work nights other than as tour workers shall work continuous hours with a twenty-minute paid lunch period. All such scheduled night work shall be at the rate of time and one-half.

Maintenance Day Workers for premium time purposes are listed in Appendix A.

603.4 In interpreting 603.1, 603.2 and 603.3 above, any employee whose shift of work is changed to facilitate night work on a rebuild or similar type project shall receive time and one-half for all

such night work performed on such rebuild or special project.

603.5 To facilitate the transition of a temporarily assigned night crew back to day work after completion of emergency work and prior to a scheduled workday, the night crew will work one 4 - 12 shift at time and one-half before returning to their regular day work on the following day.

603.6 Call-Ins

- (a) Call-in time is payable when an employee has been required to report for work before the beginning of his/her regular hours of employment without having been advised of the call-in;
 - (i) Before he/she has completed his/her shift and left the plant, or
 - (ii) 24 hours before he/she is required to report on the call-in, whichever is the lesser notice.
- (b) The provisions of (a) above apply only to employees on regularly scheduled shifts.
- (c) Call-in time is to be paid for at the applicable overtime rate covered by Article 600, computed

to the nearest half hour of time worked with four (4) hours straight-time pay as a minimum. When an employee is called in for a breakdown and the job requirement continues into his/her regular hours of employment, he/she is to be paid at the overtime rate until the job for which the employee was called in is completed.

- (d) Call-in time on regular scheduled days off, Sundays and shutdown holidays is to be paid for at the applicable overtime rate computed to the nearest one-half hour of time worked with six (6) hours straight time pay as a minimum.

603.7 Work on Wires

- (a) All workers engaged in putting on wires at a time other than their regular shifts are to receive six (6) hours straight-time pay for such work or the applicable overtime rate for hours worked outside their regular shift, whichever is greater. If workers commence to put on a wire before their shift or day begins, or continue such work after their shift or day ends, they shall receive six (6) hours straight-time pay or the applicable overtime rate for hours actually worked, whichever is greater.
- (b) Employees putting on wires on their regular shift shall not receive wire pay except during

any workweek in which a paper machine operates on Sunday, in which case the day workers engaged in putting on wires during that workweek will receive six hours pay and two hours will be deducted from their regular hours of work.

603.8 Work on Scheduled Days Off

Employees assigned to work on their scheduled days off shall be paid at the rate of time and one-half except as provided in Section 304.

603.9 Whenever an employee exercises his/her seniority to avoid a layoff during a workweek by bumping a junior employee on another shift, such employee and any other employee moved to another shift as a result of such bumping, shall receive straight-time pay for that shift and all shifts worked in the remainder of that week, except as is otherwise provided in this Article 600.

604 Sundays and Holidays

604.1 All work performed on Sundays and floating holidays (see Section 703.2) is to be paid for at the rate of time and one-half except as otherwise provided in Sections 601 and 602.

604.2 The time interval for Sundays shall be from **8:00 a.m. to 8:00 a.m.**

605 Hours of Rest

- (a) Any employee working in excess of sixteen **(16)** hours in a **24-hour** period shall receive time off with pay from his/her next regular shift to the extent such work exceeds sixteen **(16)** hours. Such time off shall not apply if the starting time of the employee's next regular shift is eight (8) hours or more after the end of the work period.
- (b) A day worker who is called in to work following his/her day shift and who works a minimum of two **(2)** hours on the call-in shall be entitled to receive time off with pay at the beginning of his/her scheduled day shift on the following day to the extent that the hours worked on the call-in fall between the hours of **12:00** midnight and **4:00** a.m. The punch-in and punch-out times shall be used in administering this Section.

Day workers who are called in and have not been scheduled to work on Sunday and who meet the other requirements set out above will be eligible for sleep time.

606 No Pyramiding

Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

700 PAID HOLIDAYS**701 Shutdown Holidays**

701.1 (a) The following paid holidays shall be **recognized** as shutdown holidays on which plant production shall not be scheduled, except through terms of 701.1 (b). Maintenance, installation and repair work may be scheduled on all but Christmas shutdown (48 hours) and New Years Day under the terms of clause 706 of this agreement.

<u>Holiday</u>	<u>Shutdown Period</u>	<u>Unworked Straight-Time Holiday y</u>
Canada Day	24 hours optional	8 hours
Labour Day	24 hours	8 hours
Christmas Day	48 hours	24 hours
New Years Day	24 hours optional	8 hours
Easter Sunday	24 hours optional	8 hours
Total	72 hours + 72 hours optional	

(i) Running Time

Transfer 12 hours from New Years to Christmas, thereby changing the Christmas shut down to a period of 48 hours, starting at 8:00 p.m. December 24th and ending at 8:00 p.m. December 26th.

- 701.1 (b) New Years Day, Easter Sunday and Canada Day will be recognized as run through holidays. When production is maintained during one of the run through holidays, maintenance tour workers and production tour workers will be scheduled as per regular operation. Should additional employees be required, the Company shall post for the necessary volunteers. Preference will be given by seniority. If the Company is unable to obtain the minimum number of volunteers as per regular weekend coverage, then the Company will assign by reverse seniority. These days will become shutdown holidays when the Company notifies the Union of their intent to shutdown 90 days prior to the holiday.
- (c) When the mill is operating on six days or less the shutdown period for all holidays listed above, except for Easter Sunday, shall not include the hours from 8:00 a.m. Sunday to 8:00 a.m. Monday.

- (d) It is agreed that the exact shutdown times for each of these holidays will be mutually agreed upon each year.

701.2 Eligibility for Statutory Holiday Pay

Employees who have accumulated a minimum of ninety (90) calendar days of service with the Company will be eligible to receive unworked holiday pay providing:

- (a) They have not been absent without permission on their last scheduled workday preceding or their first scheduled workday following the holiday, and
- (b) They are not absent on official leave of absence on the holiday (sick leave shall not be considered as official leave of absence, see Section 705) and
- (c) They have worked at least one day in the thirty (30) calendar days preceding the holiday.

701.3 An employee who does not qualify for a paid statutory holiday under Section 701.2 because he/she has not completed ninety (90) calendar days of service will upon completion of said ninety (90) days receive the applicable holiday pay. Union is to be informed when the employee's probationary period ends.

702 Floating Holidays

- 702.1 (a) After completion of ninety (90) calendar days with the Company and a minimum of sixty (60) days of work, an employee shall be entitled to six (6) floating holidays, each with eight (8) hours straight-time pay at his/her regular rate, except as provided in Section 702.2.
- (b) These floating holidays are to be taken at the convenience of the Company and without interruption of production. These holidays do not apply to those employees on official leave of absence or who are absent from their work without permission on their last scheduled workday preceding or on their first scheduled workday following such holiday.
- (c) An employee shall not qualify for more than six (6) Floating Holidays in any contract year.
- 702.2 Employees hired for summer work or vacation replacement, and who are so informed at time of hire, will not be eligible for the floating holidays referred to in Section 702.1 until they have completed ninety (90) days of work in a position subject to jurisdiction of a mill Union.

- 702.3 (i) If an employee requests a holiday or floater and gives notice seven days in advance, such requests will be given priority based on departmental manning guidelines. A floating holiday will not be withheld if it has been granted on the weekly schedule.
- (ii) Priority for floating holidays will be given to written applications on first-come, first-serve basis. Such applications will be presented to the employee's immediate supervisor on an approved form at least seven (7) days in advance of the date requested. Disposition of the request shall be given to the employee in writing within seventy-two (72) hours of receipt of his/her application. Approval of a written request will be based on the **availability** of replacements and maintenance of department efficiency.

703 Work on Paid Holidays

- 703.1 Any employee required to work on a statutory holiday set forth in Section 701 shall receive pay at the applicable overtime rate for hours actually worked and will receive a day off later with applicable unworked holiday pay.
- 703.2 Any employee required to work on a floating holiday provided under Section 702 after definite dates had been agreed upon, will in

addition to being paid at the applicable overtime rate for such work, receive a mutually agreed upon day off at a later date with eight (8) hours straight-time pay. Employees on twelve (12) hour shifts will receive a mutually agreed upon day off at a later date with twelve (12) hours straight time pay.

704 Statutory Holidays Falling During Paid
Vacation Period

When a statutory holiday falls within an employee's vacation, the employee will be paid for such holiday on the first pay period following such statutory holiday or the employee will have the option of taking an additional day off with pay. The employee must advise the Company before he/she starts his/her vacation as to the option chosen.

705 Statutory Holiday Pay During Absence Due to
Illness or Injury

An employee who is absent due to illness or injury on a statutory holiday for which they would otherwise be eligible for holiday pay, shall receive the applicable unworked holiday pay for any such holiday(s) falling during the first six (6) calendar months of such absence.

706 Maintenance, Installation and Repair
Work on Shutdown Holidays

Maintenance, installation and repair work may be scheduled on Easter Sunday, Canada Day and Labour Day, under the following conditions:

- (a) The Company and the Union Committee agree that the work is of such a nature that it would involve:
 - (i) paper production loss of three papermachines if the work is not performed on the holiday.

In the event that the two parties cannot agree that the work proposed falls under 706 (a)(i)(ii)(iii) and if the Company insists that the work be done then the Company will assign sufficient qualified personnel to perform the required work. Under these circumstances the Union may seek resolution of the matter under grievance procedure. In the event that the Union's grievance is upheld in arbitration then the Company will forfeit the right to schedule holiday work as described under 701 (a) and 706.

- (b) The parties agree that representatives of the Company and the Union Committee shall meet prior to the shutdown holiday, and discuss both the nature of the work and the number of

employees necessary to perform the required work. Suggestions submitted by the Union Committee concerning how the work can be performed and the number of employees required will be given serious consideration. In the event of disagreement under this Section the Company may insist on the number of employees required and the Union agrees to supply the names as per **706(c)**. As specified in **706(a)** the matter may be grieved by the Union. In the event that the Union's grievance is upheld in arbitration the consequences to the Company shall be the same as specified under **706(a)** above.

- (c) The Union will provide in advance of the holiday, the names of the necessary numbers of qualified employees who will be available to perform the work. These people will then be assigned the work by the Company. If sufficient qualified employees are not provided by this procedure then the Company will assign qualified employees to perform the work. Employees will not be called from annual vacation to work on a Statutory Holiday.
- (d) The Company will endeavour to see that no employee is required to work on any more than two such holidays in any one year. The parties recognize, however, that it may be necessary because of limited crew size to depart from this procedure on occasion.

- (e) Notwithstanding the provisions of **706(a)** above the Company may schedule maintenance, installation or repair work which does not conform with **706(a)** above on the shutdown holidays referred to in **701 (a)** provided the work is performed on a voluntary basis.
 - (f) There shall be no intimidation or interference by the Company or the Union in the application of the foregoing.
- 707(a)** Employees working under the applicable sections of **701(b)** and **706** shall be paid at double-time rate for all hours worked plus normal holiday pay if eligible, and in addition, employees who work four hours or more on the holiday will receive an additional day off with eight (**8**) hours straight-time pay. Employees who work twelve (**12**) hours or more in the shutdown (holiday) will receive two days off with eight (**8**) hours straight-time pay for each such day off. However, employees covered under a 1 **2-hour** shift agreement and working a 1 **2-hour** shift on a statutory holiday will receive one day off with 12 hours pay at a later date.
- (b) All employees scheduled to work on a Statutory Holiday for the protection of Life and Property will be paid in accordance with Section **707(a)** above. Days off with eight (**8**) hours

straight-time pay for employees working under Section 707(b) will be limited to one (1) per Statutory Holiday for each employee working on such holiday.

708 Start-Up Preparation

- (a) A start-up crew may be scheduled to report for work two (2) hours before the expiry of a statutory holiday to prepare the paper machines for start-up. Such preparations will be limited to the extent that the sheet may be taken off the couch at 8:00 a.m.
- (b) The following provisions will apply if an early start-up crew is scheduled for a paper machine(s):
 - (i) The early start-up crews will be designated by classification.
 - (ii) Early start-ups will be scheduled at least two weeks in advance of a holiday and if so scheduled the start-up crew will receive the applicable pay if the Company changes the schedule.
 - (iii) Early start-up crews following a statutory holiday may not be scheduled if during the four (4) week period prior to the holiday the paper machines have not run full due to lack of orders.

- (iv) Early start-up crews provided for in this clause will report two (2) hours before the expiry of the holiday and will receive six (6) hours straight-time pay at their classified rate.

800 VACATIONS

801 Each employee covered under the terms of this Collective Agreement will be granted annual vacation during the twelve-month period beginning May 1 each year under the following conditions and regulations:

802 Eligibility

Each employee who is in the service of the Company on May 1 will be eligible for vacation pay.

803 Length of Vacation

- (a) Two (2) weeks after one (1) year of credited service on May 1.
Three (3) weeks after four (4) years of credited service on May 1.
Four (4) weeks after nine (9) years of credited service on May 1.
Five (5) weeks after twenty (20) years of credited service on May 1.
Six (6) weeks after twenty-five (25) years of continuous service on May 1.

Effective May 1, 1981:

Three (3) weeks after four (4) years of credited service on May 1.

Four (4) weeks after nine (9) years of credited service on May 1.

Five (5) weeks after twenty (20) years of credited service on May 1.

Effective May 1, 1982:

Six (6) weeks after twenty-five (25) years of continuous service on May 1.

- (b) Any employee with less than twelve (12) months of credited service as of May 1 of any year shall be eligible during the contract year to pro rata vacation for service to May 1 of that year, with vacation pay equal to four point eight percent (4.8%) of gross earnings during the previous contract year.
- (c) Any employee who completes his/her fourth (4th), ninth (9th), twentieth (20th) or twenty-fifth (25th) year of service during the contract year beginning on May 1 shall become eligible for one (1) additional week of vacation to be taken during the balance of the contract year.
- (d) Effective May 1, 1981, any employee who completes his fourth (4th), ninth (9th), twentieth (20th), or twenty-seventh (27th),

year of service during the contract year beginning on May 1 shall become eligible for one (1) additional week of vacation to be taken during the balance of the contract year.

- (e) Effective May 1, 1982, any employee who completes his fourth (4th), ninth (9th), twentieth (20th), or twenty-fifth (25th) year of service during the contract year beginning on May 1 shall become eligible for one (1) additional week of vacation to be taken during the balance of the contract year.

804 Supplementary Vacation With Pay

Employees with twenty-five (25) years of service who continue such Company service without resignation, retirement or discharge, shall, upon attainment of the following ages, receive the following additional paid vacations to be taken within the twelve-month period following attainment of each prescribed age, with vacation pay equal to two point four percent (2.4%) of gross earnings during the previous calendar year for each additional week of paid vacation to which such employees are entitled:

<u>Additional Week's Paid Vacation</u>	<u>Age</u>
1	60
2	61
3	62
4	63
5	64

No employee shall receive the additional week(s) of paid vacation for each attained age more than once, and such vacation shall not apply to any other ages.

805 Vacation Pay Calculation

Vacation Pay will be calculated on the gross earnings of an employee during the twelve (12) month period immediately preceding May 1 st.

If the vacation pay of two point four percent (2.4%) of gross earnings for any week of vacation under the above sub-sections of this Section 800 is less than forty-two (42) times the employee's classified rate of pay for employees on an "average workweek," the employee shall receive vacation pay equal to forty-two (42) times his/her classified rate of pay for each week of vacation, reduced on a pro rata basis for any months in which the employee did not receive vacation credits in accordance with Section 807. Employees on a forty (40) hour schedule shall

receive forty (40) hours vacation pay in accordance with the above.

806 Vacation Scheduling

806.1 Vacations taken during the summer months, June 1 to September 30, will be limited to two weeks.

806.2 Any employee shall receive an additional four (4) hours pay at his/her regular rate for each week of vacation entitlement taken during the period December 1 to April 1 except for the week in which Christmas falls and the mid-term school break.

806.3 In preparing the departmental vacation schedules for the year, the Company will endeavour to meet the wishes of individual employees to the extent feasible. Any vacation not scheduled or taken by January 15 of any vacation year shall be scheduled by the Company at its discretion.

806.4 Vacations shall be scheduled to commence at the start of the day shift on Sunday.

806.5 Vacations may not be carried over to a following vacation year, except as provided in sub-section 809(a)(i)(ii).

807 Vacation Credits

- 807.1 (a)** Credited service as used in Section **803** shall be computed in accordance with this Section **807**. An employee shall not receive credit for vacation purposes for any month in which he/she is compensated for less than **96** hours. Effective May **1, 1973**, whenever an employee works less than twelve (**12**) days in any month the actual days worked will be accumulated on a month-by-month basis until they reach twelve (**12**) days at which time a month's credit will be given. This accumulation and credit will not apply to any month in which an employee earns a month's credit by having worked twelve (**12**) or more days.
- (b) The following unworked time shall be credited for vacation purposes for all employees.
- (i) Time lost due to occupational injury shall be credited up to a maximum of twenty-four (**24**) months.
- (ii) Employees absent from work due to sickness or non-industrial accident shall be credited up to a maximum of nine (**9**) months.
- (iii) Employees absent on official Leave of Absence shall be credited for such time on Leave of Absence.

- (c) Ten (10) calendar years from his/her date of hire with the Company an employee's anniversary date will be his/her date of hire for vacation benefits. Full vacation credits shall be granted to all employees who have ten (10) or more calendar years with the Company.

808 Continuous Service for Vacation Purposes

Continuous service for vacation eligibility purposes shall be broken only by:

- (a) Retirement.
- (b) Voluntary resignation.
- (c) Discharge.
- (d) Lay-off for twenty-four (24) consecutive months or more.

809 General

- (a) Vacation may not be carried over to the next contract year except as provided in (i) and (ii) following:
 - (i) Employees who have unused vacation due to sick leave immediately prior to the end of a contract year may carry such unused vacation into the next contract year. Any such unused vacation shall be taken after the employee is fit for work and before the employee returns to work.

- (ii) Any employee who qualifies for an additional week of vacation during the month of April will have the first month in the following contract year in which to take the additional week of vacation and such vacation will be charged against the eligibility in the previous contract year.
- (b) The term "contract year" shall apply to the period May 1 of any year through April 30 of the next year.

The term "gross earnings" shall apply to the gross earnings figure for the contract year as shown on the company payroll.

900 JURY DUTY

- 901 Any employee who serves on jury duty or reports for jury duty roll call, or is subpoenaed as a Crown Witness, shall be paid the difference between the pay received for such service and eight (8) times (for employees scheduled on eight (8) hour shifts) or twelve (12) times (for employees scheduled on twelve (12) hour shifts) the rate of the job he/she would otherwise have been scheduled on for each day of such jury service subject to the following conditions:

- (a) The employee must have completed at least twelve (12) months of employment with the Company. A month of employment is any month in which the employee has worked at least ninety-six (96) hours.
- (b) An employee scheduled to work the 4 - 12 shift who is released from jury duty or roll call one or more hours prior to his/her shift's starting time shall be required to work that day.
- (c) An employee scheduled to work the 12 - 6 shift immediately prior to jury roll call or duty, shall upon request be excused from work and receive jury duty pay from the Company for such shift. The employee is expected to report for work on his/her scheduled shift immediately following discharge from jury duty or roll call if released prior to 6:00 p.m. An employee scheduled to work the day shift shall be excused from work with pay if the employee is discharged from jury duty by the court after 12 midnight.
- (d) The employee presents a voucher from the Clerk of Court showing the fees received.
- (e) Allowances received for travel and living expenses will continue to be retained by the employee.

1000 HEALTH AND WELFARE PROVISIONS1001 Funeral/Memorial Leave

Persons who have been employees of the Company for a minimum of thirty **(30)** calendar days shall be entitled to funeral/memorial leave. When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence and will be paid for eight **(8)** hours at his/her regular straight-time rate for up to three **(3)** consecutive scheduled working days lost in the eight day period beginning with the date of death.

If the death of one of the relatives specified in the Collective Agreement occurs while an employee is on vacation, the vacation will be interrupted so that the employee gets the benefit.

Members of the immediate family are the employee's spouse, mother, father, brothers, sisters, sons, daughters, step-mother and step-father, grandmother and grandfather, **step-father-in-law**, step-mother-in-law and legal ward or guardian. Funeral/memorial leave will be increased to five **(5)** days in case of death of the following persons: spouse, son, daughter or stepchildren. In the event of the death of an employee's mother-in-law or father-in-law,

leave will be paid to the employee if either he/she or his/her spouse attends the funeral or memorial service. Pay will be at straight-time even though one or more of the days of the leave occur on Sunday or a paid holiday. Pay will not be granted if the employee does not attend the funeral or memorial service except as otherwise provided above. The regular straight-time rate means the straight-time rate of the job at which the employee would have worked had he/she not been on leave. Application for this payment must be made by the employee within thirty (30) days after the time lost.

1002 Group Medical, Surgical and Hospitalization Insurance

1002.1 For the term of this agreement the Company will pay **100%** of the cost of Standard Ward coverage for medical, surgical and **hospitalization** insurance for each employee who is at work and who has worked for at least thirty (30) days in a position subject to the jurisdiction of the **Union**; except for employees who have **worked** less than **30** days or temporary summer employees who have worked less than ninety (90) days.

1002.2(a) Employees who have qualified by having worked thirty (30) days will receive the

Company contribution for a calendar month if they have been at work at some time within that month.

- (b) The Company will continue to pay O.H.I.P., and the Company portion of Group Life Insurance, Dental Plan and Drug Plan for a period of up to twelve (12) months for an employee who suffers a compensable injury and is in receipt of Worker's Compensation Board benefits, Weekly Indemnity or L.T.D. benefits. The Company may, after investigation, continue to pay O.H.I.P. and the Company portion of Life Insurance, Dental Plan and Drug Plan premiums beyond the twelve (12) months specified above for an employee who suffers a compensable injury and is in receipt of Worker's Compensation Board benefits.
- (c) Should an employee not be insured through the Ontario Hospitalization Insurance Plan and incurs costs covered by this plan and who is eligible for coverage, the Company will make the necessary arrangements to:
 - (i) Pay such medical premiums as may be required to make the employee's insurance effective, or
 - (ii) Failing (i) above, pay such covered medical costs incurred and insure the employee for future costs through O.H.I.P.

1002.3 Effective May 1, 1969, employees hired for summer work or vacation replacement and who are so informed at time of hire will not receive the contribution referred to in Section 1003.1 until they have completed ninety (90) days of work in a position subject to jurisdiction of the Union.

1003 Group Life Insurance

1003.1 The following amounts of Group Life Insurance are available to employees, effective December 1, 1993

	<u>Insurance Paid</u> <u>Company</u>	<u>Optional</u> <u>Insurance</u>	<u>Monthly</u> <u>cost to</u> <u>Employee</u>
Grp. Life	\$40,000.00	\$40,000.00	\$10.50
A D & D	\$20,000.00	\$20,000.00	

1003.2 Participation in this Supplementary Contributory Group Life Insurance schedule shall conform with the conditions as set forth in Appendix C to this Agreement.

1003.3 The Company will provide fully-paid Group Life insurance in the amount of \$2,500.00 for employees retiring under Sections 7.01, 7.02 or 7.04 of the Boise Cascade Canada Ltd. Pension Plan for Mill Hourly Employees. The \$2,500.00

coverage will become effective at the expiration of the coverage provided by the Group Life Insurance, listed in **1004.1** which is in effect at the time of his/her retirement.

For those employees who retire on or after August **1, 1987**, the Company will provide fully paid Group Life Insurance in the amount of **\$4,000.00**.

1003.4 The Company agrees to change the insurance Booklet where necessary to provide that any employee who goes on **L.T.D.** benefits on or following the date of May **29, 1980**, will not have his/her Company paid life insurance reduced.

1003.5 Dependent Life Insurance

Effective January **1, 1988** the Company agrees to provide at employee cost, a Dependent Life Insurance program as follows:

1. Spouse **\$5000.00**
2. Each unmarried child:
 - a) **14** days but less than 1 year of age, **\$400.00**.
 - b) 1 year but less than **19** years (twenty-three **(23)** years when a student full time) wholly dependent on the employee for support, **\$2,000.00**.

The spouse's life insurance will be reduced to \$500.00 upon the employee's retirement and cancelled on his/her death.

1004 Weekly Indemnity

- (a) The Company shall provide accident and sickness weekly indemnity benefits in accordance with the terms of the insurance policy covering the benefits.
- (b) Effective January 1, 1974, the Company will amend the Insurance Policy to:
 - (i) Provide for Weekly Indemnity at I-I -4-52-70% (first day of accident, first day of hospitalization, fourth day of illness, maximum of 52 weeks at 70% of wages).
 - (ii) While receiving benefits during the last 26 weeks the employee will accrue full pension credits as though still actually working at no cost to the employee, based on the earnings used to establish the amount of weekly indemnity.
- (c) Effective May 29, 1980, the Company agrees to amend the Weekly Indemnity plan to provide that an employee who is on an active claim arising from a disability that commenced before the effective date of a negotiated general wage

increase and such weekly indemnity claim continues after the effective date of the negotiated general wage increase, the said employee shall have his benefit adjusted to reflect the increased rate.

(d) Disputed Worker's Compensation Claims

If an employee covered by the Weekly Indemnity Plan suffers a disability, payment for which is in dispute with the Worker's Compensation Board, Weekly Indemnity payments under the Weekly Indemnity will be paid retroactive if requested by the employee and provided he/she has been off work at least ten (10) calendar days due to the disability without Worker's Compensation Board having accepted the claim. If the Worker's Compensation Board claim is subsequently established, the employee will then repay the Weekly Disability payment to the insuring company.

1005 Long Term Disability Plan

Arrangements will be made with our insurance carrier to have a flat 20% income tax deduction made from L.T.D. payments, providing we are in compliance with applicable legislation.

The Company shall provide a Long Term Disability Plan in accordance with the insurance policy covering the benefits. Effective December 1, 1978, the Company will amend the Long Term Disability Plan for any new claim on or after that date whereby the disability payment under Canada Pension Plan for dependent children will not be offset.

The Plan shall contain the following provisions:

(a) Monthly Earning Calculation

Monthly earnings shall be 4.4 times weekly earnings. Weekly earnings shall be calculated as 40 times the rate for the job the employee was on on his/her last day worked prior to disability for which benefits are paid.

(b) Amount of Benefit

- (i) Effective January 1, 1976, fifty-five percent (55%) of (a) reduced by any disability payments made under the C.P.P., W.C.B., or any commercial group disability income plan. Benefits are not affected by individually purchased policies nor W.C.B. payments for partial disability due to previous injury which is unrelated to the present claim.

- (ii) Effective January 1, 1984, existing L.T.D. premiums will no longer be diminished by future increases in C.P.P. payments.
- (iii) As of January 1, 1984, new L.T.D. claims will be offset by the then current C.P.P. payment and thereafter will not be diminished by future increases in C.P.P. payments.
- (iv) Effective the date of ratification the long term disability payments for all employees who have been continuously disabled for five (5) years or more will be upgraded to reflect the May 1, 1994, May 1, 1995, May 1, 1996 and May 1, 1997 general wage increases.

(c) Commencement of Benefits

- (i) Eligibility for L.T.D. benefits shall commence upon exhaustion of A & S benefits or, in case of W.C.B., 365 days from last day worked prior to disability.
- (ii) If an employee ceases to draw W.C.B. benefits but is not capable of returning to work, he/she will be eligible to apply for L.T.D. benefits under the present benefit program.

(d) Duration of Benefits

Benefits shall be paid for the number of months

equal to the employee's months of credit for vacation purposes or to age 65, whichever is the lesser.

(e) Definition of Disability

Disability means that during the first twenty-four months of any disability, the employee be unable solely because of disease or injury, to work at any occupation within the bargaining unit, which his/her seniority would entitle him/her to, and thereafter during the continuance of such period of disability that the employee is unable, solely because of disease or injury, to work at any reasonable occupation.

Reasonable occupation is an occupation to which an employee is reasonably suited by training, education, or experience.

Assignment of work will be subject to approval by the Company Medical Director after consultation with the employee's doctor.

Proof that the employee continues to be totally disabled will be required at reasonable intervals by the Insurance Company. If the employee fails to furnish such proof, or if the employee refuses to be examined by a physician, (designated and paid by the insurance company) the employee will no longer be considered totally disabled.

(f) Exclusions

Coverage is not provided for self-inflicted injuries, future war or in the willful commission of a felony.

(g) Pension Accrual

While receiving benefits under this Plan the employee will continue to accrue full pension credits as though still actually working, at no cost to the employee, based on the earnings used to establish the amount of his L.T.D.

(h) L.T.D. coverage shall apply to any employee actually at work on the first of the month following signing of the Agreement and for those not actively at work on their return to work.

(i) Effective June 1, 1980, the Company will make arrangements to pick up any cost charged by Medical Doctors for completing Return to Work slips required by the Company and Maritime Life Weekly indemnity and Long Term Disability forms, up to a maximum of \$5.00 per form.

1006 Dental Plan

(i) The Company will provide a dental plan according to the following schedule of fees:

O.D.A. Fee Schedule will be upgraded each year to reflect the previous year's fee schedule.

- (ii) The Company will also provide a 50% co-insurance on orthodontic treatment, including correction of malocclusion as outlined in Schedule C of the Dental Plan, Details of the Dental Plan are included in Appendix D of this agreement.

1007 Drug Plan

The Company agrees to provide a Prescription Drug Plan. The Plan will provide 100% usual and customary expenses with a \$10.00 single deductible per calendar year, or with a \$20.00 family deductible per calendar year.

1008 Blue Cross Semi-Private Hospital Coverage

Effective the first day of the month following date of ratification and for the term of this agreement the Company will pay 100% of the premium cost of semi-private hospital coverage.

- 1009 Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reasons of their own employment, the Company will extend the coverage under the medical-surgical plan, the health benefit plan and the dental plan for a period of six (6)

months, commencing on the first of the month following the month in which the death occurs

1100 GRIEVANCE PROCEDURE

1101 Should any difference arise between the parties bound by this Agreement concerning the interpretation, application or any alleged violation thereof, including any questions as to whether any matters are **arbitrable**, there shall be no interference with the progress of the work, and the difference shall be finally and conclusively settled as hereinafter provided. Either party may initiate grievances with the procedure pursued as expeditiously as possible. A grievance shall be submitted within five (5) working days from the time the employee and/or the Union receives knowledge of the alleged infraction.

1102 STEP I

An employee seeking adjustment of a complaint coming under the scope of this Agreement shall in the first stage, confer with the appropriate immediate supervisor, either alone or accompanied by his/her Steward in an attempt to resolve the complaint. The appropriate supervisor's verbal reply will be given within three (3) working days.

1103 STEP II

If the supervisor's decision is not acceptable, then within five (5) working days, the grievance committee shall present the grievance in writing to the Superintendent, otherwise the matter will be closed. Such written grievances shall be signed by the grieving party. The Superintendent will give his/her answer in writing to the member of the grievance committee within five (5) working days of receipt of such written grievance.

1104 STEP III

If the reply of the Superintendent does not adjust the grievance a meeting with the Regional Manager or his/her designate may be requested within five (5) working days of the Superintendent's answer, otherwise the matter will be closed. The Regional Manager or his/her designate will meet the Committee in an attempt to resolve the grievance within ten (10) working days of receipt of a request at this stage. The International Representative of the Union or his/her designate may be present at this stage. The Regional Manager or his/her designate shall give his/her written **decision** within five (5) working days following the aforementioned meeting.

1105 Any of the time limits provided above may be extended by mutual consent of the parties hereto.

1106 Matters concerning the application, interpretation or administration of the Agreement that concern a group of employees or that would not normally fall within the authority of the local supervisors referred to in Steps I and II may be submitted as a grievance in Step III.

1107 Grievance Committee

The Company agrees to compensate, at straight-time rates up to five stewards and/or grievance committee person for the time lost during normal working hours for attendance at grievance meetings held under the provisions of Article 1100, Grievance Procedure. The Company will also pay Union Representatives for time lost during normal working hours for attendance at meetings called by the Company. Shop Stewards handling a grievance at Step I shall be paid the appropriate rate.

1200 ARBITRATION

1201 In the event the parties are unable to reach a settlement of a grievance involving

interpretation or application of any provision of the Labour Agreement under the provisions of the Grievance Procedure the aggrieved party may within thirty (30) calendar days after the date of the Regional Manager's written answer in Step III, notify the other party of a desire to have the dispute arbitrated by a third party. Failure to provide such notification within such thirty (30) day period shall constitute waiver by the aggrieved party to further consideration of the case.

- 1202 Within fifteen (15) days after referral to Arbitration, the parties will attempt to select an Arbitrator.
- 1203 If the parties fail to appoint an Arbitrator within fifteen (15) days, the matter will be referred to the Minister of Labour of Ontario, who will be requested to make the necessary appointment.
- 1204 The Arbitrator shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall he/she alter, add to, or amend any of its provisions. He/She shall, however, have the right to make a just and equitable award.
- 1205 The decision of the Arbitrator will be binding on the parties to this Agreement.

1206 Each of the parties will bear one-half the expenses of the Arbitrator.

1300 MILL RULES

1301 It is understood that rules governing mill employees, as issued by the Company and attached hereto as Appendix B, become a part of this Agreement.

1400 STRIKES OR LOCKOUTS

1401 No strikes or lockouts shall occur during the life of this Agreement.

1500 DISCIPLINE

1501 It is agreed that disciplinary action or discharge taken by the Company will be for just cause.

1600 PENSION PLAN

1601 Pension benefits shall be provided in accordance with the Collective Agreement covering the Boise Cascade Canada Ltd. Pension Plan for Mill Hourly Employees. The Pension Plan will not be subject to renegotiation between the parties until the date of the expiry of the collective agreement in force as of January 1, 1998. Subject to

approval by the Ontario Pension Commission and Revenue Canada, the **Boise** Cascade Canada Ltd. Pension Plan for Mill Hourly Employees will be amended so as to provide:

- (a) Mandatory retirement will be age **65**.
- (b) Effective May 1, **1983**, increase from **\$14.00** per month to **\$15.00** per month per year of service for credited pension service prior to October 1, **1964**.
- (c) The above benefit formula outlined in (b) of this section replace all benefit formula for service prior to October 1, **1964**. The **1/24** formula for the period October 1, **1964**, to January 1, **1973**; the **\$2.00** per month supplement from October 1, **1966**, to January 1, **1973**; and the **\$7.50** per month per year of service for the period from October 1, **1964**, to September 30, **1966**, will continue in effect.
- (d) Pre-Retirement Spouse Death Benefit

Upon the death of a participant at least age **55** with **15** years of service who was an active employee at the time of his/her death and who was married at least one year at the time of his/her death, in lieu of a refund of the

deceased employee's contributions, his/her spouse shall be entitled to a monthly retirement benefit calculated as if the participant had retired on his/her date of death and elected a 50% (100%) joint and survivor option.

Such computation shall include the adjustment for early retirement and the election of the joint and survivor option, the spouse would then receive 50% (100%) of such reduced amount.

An "active employee" for the purpose of this section is an employee actively at work, on Weekly Indemnity benefits, on L.T.D. benefits or on W.C.B. benefits.

(e) Early Retirement Bridging Supplement

If a Participant retires on or after May 1, 1987, after attaining age 58 with 20 years of service he/she shall be entitled to receive a supplementary payment commencing on his/her early retirement date and ending on the earlier of the first day of the month following the attainment of age 65, or the first day of the month following the date of death of the Participant. The amount of such supplementary payment shall be calculated as follows:

- 1) For those who retire on or before the attainment of age 60, \$28.00 times the number

of years of credited service not exceeding 30 with proportional allowance for completed months, reducing on the first day of the month following the attainment of 60 years of age to \$15.00 times such service.

Effective May 1, 1996 bridging will increase to \$30.00 times the number of years of credited service not exceeding 30 with proportional allowance for completed months, reducing on the first day of the month following the attainment of 60 years of age to \$15.00 times such service.

Participants over age 55 with 20 years of service who retire before age 58 will be eligible for the bridging supplement with a reduction of 2/3 of 1% per month for each month that retirement precedes age 58. The payment amount reduces on the first day of the month following the attainment of 60 years of age to \$15.00 times such service.

- 2) For those who retire after the attainment of 60 years of age, \$15.00 times the number of years of Credited Service not exceeding 30, with proportional allowance for completed months.
- 3) For participants retiring after May 1, 1987, and who have attained age 62 or over on May 1, 1987 and who have also completed at least 20 years of service on May 1, 1987, shall receive a

bridging supplement of \$18.00 per month for each year of credited service up to a maximum of 30 years. Such bridging supplement shall cease when the participant reaches age 65.

(c) Early Retirement

If a participant retires on or after May 1, 1987, after attaining age 55 and 20 years of service his/her normal retirement pension shall be reduced for early retirement in accordance with the following:

<u>Age Benefits Commence</u>	<u>Percentage Reduction</u>
58 or older	0%
57	6%
56	12%
55	18%

Fractional age on the month retirement benefits commence shall be used to compute a proportionate percentage reduction.

(d) Administrative and Legislative Changes

During the term of this labour agreement, the Company will be making certain administrative changes to the pension plan regarding the way management responsibilities are carried out. These changes in no way affect the participant's benefits nor affect the responsibilities of the Pension Committee.

Certain changes are required from time to time as a result of Federal and/or Provincial legislation in the pension area. Our pension plan texts are reviewed on a periodic basis and where necessary changes are made to meet current legislation.

(e) Employee Mandatory Contributions

Effective January 1, 1994, employee mandatory contributions shall be 3.5% of earnings (as defined in the Plan) up to the amount of which a participant is required to make contributions to the Canada Pension Plan yearly maximum pension earnings and 5% of earnings in excess of that amount. Employee's earnings for regularly scheduled hours at the employee's classified rate of pay will be the total of all regularly scheduled straight time hours of work including those hours scheduled and worked on Sundays and Statutory Holidays (calculated at straight time for the purpose of this calculation) plus all monies paid for vacation.

Effective October 1, 1994, employee mandatory contributions shall be 3.9% of earnings (as defined in the Plan) up to the amount of which a participant is required to make contributions to the Canada Pension Plan yearly maximum pension earnings and 5% of earnings in excess

of that amount. Employee's earnings for regularly scheduled hours at the employee's classified rate of pay will be the total of all regularly scheduled straight time hours of work including those hours scheduled and worked on Sundays and Statutory Holidays (calculated at straight time for the purpose of this calculation) plus all monies paid for vacation.

(f) Pension Formula

Effective upon ratification, the pension benefit formula for years of service after December 31, 1972, shall be:

2% of Final Average Earnings for regularly scheduled hours worked after December 31, 1972, times years of credited service after December 31, 1972, less 7/10 of 1% of Final Average Earnings or, if less, the average of the Canada Pension Plan Earnings levels for the last five (5) calendar years of employment, multiplied by credited service after December 31, 1972, to a maximum of 35 years.

Effective October 1, 1994, the pension benefit formula for years of service after December 31, 1972, shall be:

2% of Final Average Earnings for regularly

scheduled hours worked after December 31, 1972, times years of credited service after December 31, 1972, less 5.4/10 of 1% of Final Average Earnings or, if less, the average of the Canada Pension Plan Earnings levels for the last five (5) calendar years of employment, multiplied by credited service after December 31, 1972, to a maximum of 35 years.

Final Average Earnings for regularly scheduled hours worked at the employee's classified rate of pay shall be the highest five consecutive calendar years of accumulated earnings during the employee's last 15 years of employment. Earnings for the purpose of this calculation shall be the accumulation of earnings for regularly scheduled hours worked calculated in (h) above.

(g) Minimum Pension

Subject to approval by Pension Commission of Ontario and Revenue Canada the Boise Cascade Canada Ltd. Pension Plan for Ontario Hourly Employees will be amended so as to provide:

Effective May 1, 1993 the minimum pension provided under the Plan shall be effective until the later of April 30, 1998, or the date the applicable Labour Agreement covering the period May 1, 1993, through April 30, 1998, is terminated under the provision thereof;

1.65% of the employee's average base earnings during the five years prior to May 1, 1984, for which his/her earnings were highest times years of credited service prior to retirement, less 1/35 of the C/QPP benefits in effect in the calendar year of retirement times years of credited service between January 1, 1966, and date of retirement.

Earnings for purposes of this calculation shall be the employees classified rate of pay as of May 1 times his/her number of hours normally scheduled during the following 12 months. The number of hours shall be 2080 for employees who work 40 hours per week, 2184 for employees who work an average of 42 hours per week and 1885 for employees who work 36 1/4 hours per week.

In the event that an employee's earnings in any of the five 12-month periods immediately preceding retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the employee's earnings for that period will be adjusted to reflect his/her normal annual schedule of hours, provided the employee has been actively at work for at least three months during that 12-month period.

"Best Five Year Average Earnings" shall mean the average of the Participant's earnings in his/her highest 5 earnings years prior to the expiry of the May 1, 1993, to April 30, 1998, Labour Agreement, while he/she was employed by the Company as a qualified employee. The maximum number of years used to compute the CPP offset shall be 14 years.

(h) Maximum Pension

There will be a moratorium on increases in the maximum pension from the current maximum of \$1,715 per year per year of service until April 30, 1997. Effective May 1, 1997, the maximum pension will be increased to the maximum permitted by the Income Tax Act and Regulations at that time and increased in accordance with the applicable indexing provisions of the Income Tax Act and Regulations or any other changes to the maximum benefits permitted by the Income Tax Act and Regulations as amended from time to time.

(i) Post-Retirement Adjustment

The Plan will be amended to provide annual post-retirement adjustments to the minimum

1.65% pension formula equal to 50% of the increase in Consumer Price index, to a maximum adjustment of 5% for Participants who retire after May 1, 1987 and prior to the expiry of the May 1, 1993 to April 30, 1998 labour agreement. Such adjustment shall be made on January 1 of each year. Employees who retire other than January 1 will receive(d) a pro rata adjustment to change them to January 1.

Pension Indexing shall not apply during 1994, 1995, and 1996. Participants retiring after May 1, 1987, shall have their pensions increased on January 1, 1997, and January 1, 1998, in accordance with the provisions of 6-II.2.

The following definitions will be added to the Plan:

Consumer Price Index means, the Canada all-items consumer price index (1981 = 100) as published by Statistics Canada.

Post-Retirement Adjustment means, in respect of any calendar year, 50% of the percentage increase in the Consumer Price Index, during the 12-month period ending October of the preceding year, subject to a maximum adjustment of 5%. The Post-Retirement

Adjustment shall be rounded to the nearest one-tenth of one percent.

Effective January 1, 1991 all past retirees who retired prior to May 1, 1987 will receive a 3% increase for each full calendar year since retirement date (a one time only pension adjustment).

(j) Joint Pension Committee

During the term of this pension agreement, the parties will meet to discuss the pension plan and investigate alternative plan designs that could be used for pension discussion during the next pension plan negotiations.

1602 The Company agrees to administer the pension plan in accordance with the Martin **Teplitsky, Q.C.**, arbitration award dated April 18, 1989.

1603 The Company agrees to discuss changes in the pension text with the pension committee **recognizing** that any changes required by law will be complied with by the Company.

1700 SAFETY1701 Safety Shoes

Effective date of ratification the Company will contribute to the cost of safety shoes in the amount of \$50.00 per pair once a year provided the employee wears these shoes while working in the mill. Employees regularly scheduled to work will be supplied with an additional pair of safety shoes each year, if required, and the Company will contribute \$50.00 per pair toward the invoice cost of such shoes if they are damaged during the course of performing his/her normal work. The employee shall present the damaged shoes to the Storekeeper at the time of his/her request for a second pair of safety shoes under this provision. If an employee furnishes doctor certification for the necessity of wearing orthopedic shoes, the Company will contribute 50 percent (50%) of the difference between the orthopedic shoe and the standard safety shoe.

Other mandatory safety equipment and apparel will be provided as at present.

Effective May 1, 1996 the safety shoe allowance will be increased to \$70.00.

1702 Prescription Eyeglasses

At present time the Company provides safety prescription eyeglasses to an employee at no cost to the employee, except for a fitting fee. The Company agrees to include a fitting fee cost of twenty dollars (\$20.00) for non-bi-focals, and twenty-five (\$25.00) for bi-focals for each regular employee, limited to one fitting fee for every two years.

1703 Vision Care

Effective November 17, 1993 the Company will provide a vision care plan for dependents only. This plan will cover the cost of prescription lenses, frames, contact lenses and the fitting of prescription glasses up to a total payment of \$100.00, per family member, in any two consecutive calendar years.

Effective May 1, 1996, the benefit will be increased to \$125 per family member in any two (2) consecutive calendar years.

1800 HOT MEALSMeal Guarantee

- (a) Hot meals or a meal guarantee will be furnished to employees who work beyond the end of their regular shift after one (1) hour of such overtime work. Employees have the following options:
 - (i) a hot restaurant meal; or
 - (ii) a meal guarantee equal in value to a hot restaurant meal

Employees opting for the meal guarantee will be given a fifteen (15) minute break.

- (b) A meal guarantee will be furnished to employees who work five (5) hours beyond the end of their regular shift and every four (4) hours thereafter. The meal guarantee will be equal in value to the hot restaurant meal.

In lieu of previous meal breaks employees will be given a fifteen (15) minute break after five (5) hours of work and a 15 minute break every four (4) hours thereafter.

- (c) Employees called in to work shall have the option, after four (4) hours of work, of a hot restaurant meal or a meal guarantee. Every four (4) hours thereafter the employee shall be entitled to a meal guarantee only.
- (d) When a call-in falls into an employee's meal time (breakfast 7:00 a.m. - 8:00 a.m., dinner 12:00 noon - 1:00 p.m., or supper 6:00 p.m. - 7:00 p.m.), he/she shall receive a meal guarantee even though the employee does not work four (4) hours.
- (e) Employees scheduled, before the end of their last regular shift, to work overtime on their day off, must work a shift equal in duration to their regular shift before being subject to this meal policy. An employee scheduled to replace a tour worker must complete the entire tour shift before being subject to this meal policy.

1900 TRAINING PAY

- 1901 (a) When an employee is being trained by an incumbent for any job classification the employee being trained shall continue to be paid his/her own job rate until he/she is assigned to and takes over the job for which he/she is being trained.

(b) Instructor's Pay

When an employee possesses special training and subsequently is required to instruct a group of other employees in a formal classroom he/she will receive a premium of twenty-five cents (25¢) per hour while performing the training.

2000 NON-DISCRIMINATION

2001 There shall be no discrimination against anyone on account of race, colour, creed, sex, age or national origin.

2100 CONFERENCE ROOM FOR NEGOTIATIONS

2101 The Company will pay the cost of the main conference room for negotiations. All other expenses will be to the account of the party who incurred them.

2200 LEAVE OF ABSENCE

2201 Leave of absence without pay, up to a maximum of three (3) months, may be granted at the discretion of Management for the following reasons.

- 1) Legitimate personal reasons
- 2) Candidacy for public office at the Federal or Provincial level. Such leave may be extended until seven (7) days have elapsed following the date of election.
- 3) Duties of an elected Municipal Office.
- 4) Union business.

2202 Any leave of absence granted pursuant to Section 2201 will not result in any loss of seniority.

2203 Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial Legislature. Such leave, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.

2204 Any leave of absence granted pursuant to Section 2203 will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service related benefit.

- 2205 Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for group life insurance and all other insurance coverages in accordance with the provisions of the respective policies.
- 2206 All leaves of absence must be applied for in writing.
- 2207 An employee promoted or transferred to a salaried position outside of the bargaining unit shall retain his/her seniority and right to return to the bargaining unit for a period of up to one year.
- 2208 The company may require an employee to exhaust his/her normal vacation entitlement before commencing a leave of absence.
- 2209 Pregnancy leave is designed to protect a woman against a break in company service and the loss of benefits due to absence from work by reason of pregnancy. Up to 17 weeks of pregnancy leave is available if the employee has been continuously employed by Boise Cascade for at least one year. Pregnancy leave may begin no earlier than 11 weeks before estimated delivery date.

To apply for pregnancy leave, the employee must provide a medical certificate indicating the expected date of birth and notify her supervisor at least two weeks in advance. However, she should provide as much advance notice beyond the minimum as possible to allow the company time to find a temporary replacement during her absence.

The employee is eligible for a fixed post-natal leave of six weeks after the actual date of birth, or no more than 17 weeks from the beginning of the leave, whichever is greater.

At the end of the leave, if the employee is unable to return to work for medical reasons, the company may extend the leave to ensure complete recovery. If the employee wishes to return to work less than six weeks after birth, she must provide a medical certificate stating that she is fit to return to work and must provide one week's advance notice.

The employee's service with the company is unbroken during a pregnancy leave and she will be returned to her position or return to a position which her seniority entitles her to. Pregnancy leave is unpaid, but she may be eligible to receive Unemployment Insurance Benefits under provisions of the Unemployment Insurance Act, 1971.



The Company will pay all customary benefits and any employee paid benefits can be maintained by the employee by direct payment. Should an employee require special consideration prior to the commencement of the maternity leave the Company will work with the employee and union to fit her into a job she can safely perform, seniority considered.

2300 JOB EVALUATION

2301 It is agreed during the term of this Agreement a joint Company and Union Committee will be formed to study a job evaluation program.

2400 DURATION AND RE-OPENING

2401 Period

The Company and the Union agree one with the other that they will abide by the articles of this Agreement from May 1, 1993 to April 30, 1998, and from year to year thereafter, unless changed through mutual agreement.

2402 Right to Open

Either party to this Agreement shall have the

right to open negotiations for changes therein by the serving of written notice upon the other party within the 90-day period prior to the expiration date of this Agreement.

2403 Discussion of Individual Rates

Either party shall have the right to discuss local adjustments. It is understood that "local adjustments" are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility. Failure to agree on any such cases shall in no way interfere with the terms of the collective agreement concerned.

2404 Publishing Labour Agreement

The Company agrees that it will reproduce the Labour Agreement in booklet form. The Company will provide the Union with sufficient copies for its membership and Union's administration (to be declared by the local Union prior to printing) provided there is a signed copy for printing within the ninety (90) day period following ratification. After the ninety (90) day period, the obligation on the Company to print ceases. If there is a dispute as to the correctness of the revised text, such

may be grieved through the grievance procedure and the ninety (90) days will be extended until a final decision is reached.

2500 JOB SECURITY

In the event of the introduction of technological change or automation by the Company which will result in significant changes in the employment, the Company agrees to first discuss such change with the Union and to examine potential alternatives for coping with the impact of such changes on the employment status of employees.

2600 TRADES FLEXIBILITY

2601 Mutual Assistance-Day Workers

Tradespersons are normally assigned tasks that are related to their basic trade: however, employees of different trades that are **organized** as a team to complete a specific job within his/her local's jurisdiction will assist each other to the fullest of their capabilities to expeditiously complete the required task.

With the respect to the above, the Company agrees to the following adjustments, effective on the first Sunday following ratification:

Journey person A and above 50¢ per hour to be rolled into the rate.

2602 Flexibility-Shift Workers

- (a) A tradesperson on shift working alone or as part of a group performs any work within his/her local's jurisdiction for which he/she has abilities, regardless of his/her trade.
- (b) The Company will provide the necessary training to implement the changes described in (a) above in an efficient, progressive and safe manner.
- (c) The tradesperson's primary task is to deal with emergencies occurring during the shift.
- (d) Effective with the implementation of the proposed changes, tradespeople on shift will receive an adjustment of 50¢ per hour in addition to that provided in (1).
- (e) A joint committee will be established to discuss training requirements.
- (f) No tradesperson apprentice or helper as of the date of ratification of the 1990 Labour Agreement will be laid off as the direct result of

the implementation of the trades flexibility concept. However, this does not preclude reductions for any other reasons such as reductions resulting from technological changes, market conditions, reductions of operations, partial or total shutdown of a piece of equipment or process, etc., unless such protection is specifically offered by other expressed provisions of the Labour Agreement.

- (g) The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this flexibility.

APPENDIX ABOISE CASCADE CANADA LTD.
KENORA DIVISIONUNITED PAPERWORKERS INTERNATIONAL UNION
KENORA LOCAL 1330Straight Time Rates

<u>WOOD PREPARATION</u>	May 1	May 1	May 1
	<u>1993</u>	<u>1994</u>	<u>1995</u>
		+1%	+1.5%
Labour	18.39	18.57	18.85
Woodroom Operator	21.33	21.54	21.86
Belt Filt Operator	20.03	20.23	20.53
Scaler (a)	18.94	19.13	19.42
Scaler	18.79	18.98	19.26
 <u>WOODHANDLING</u>			
Operator I	23.81	24.05	24.41
Operator II	21.32	21.53	21.86
Operator III	20.79	21.00	21.31
Operator IV	19.75	19.95	20.25
Sr. Carry Lift Oper	20.53	20.74	21.05
Jr. Carry Lift Oper	20.01	20.21	20.51

Straight time Rates

	<u>May 1</u> <u>1993</u>	<u>May 1</u> <u>1994</u> +1%	<u>May 1</u> <u>1995</u> +1.5%
<u>YARD</u>			
Foreperson	21.42	21.63	21.96
Labour	18.39	18.57	18.85
Truck Driver	18.79	18.98	19.26
Truck Driver Helper	18.57	18.76	19.04
Front End Loader	19.70	19.90	20.20
Bulldozer Operator	19.70	19.90	20.20
Fork Lift Operator	18.79	18.98	19.26
Gardener	18.53	18.72	19.00
Bobcat	18.68	18.87	19.15
<u>GRINDER ROOM</u>			
Operator I	22.94	23.17	23.52
Operator II	19.80	20.00	20.30
Operator III	18.94	19.13	19.42
Tour Foreperson	22.94	23.17	23.52
Grinderperson	19.55	19.75	20.04
Labour	18.39	18.57	18.85
Oiler	19.80	20.00	20.30
Magazine Loader	18.80	18.99	19.27
Screen Person/ Refiner Person	20.44	20.64	20.95
Conveyor Person	18.84	19.03	19.31
Kraft Pulper Oper	19.55	19.75	20.04
<u>Mobile Cleaners</u>			
Cleaner	18.39	18.57	18.85

Straight Time Rates

	May 1 <u>1993</u>	May 1 <u>1994</u> +1%	May 1 <u>1995</u> +1.5%
<u>SULPHITE MILL</u>			
Operator I	22.64	22.87	23.21
Operator II	20.29	20.49	20.80
Cook - Foreperson	22.64	22.87	23.21
Acid Maker	20.29	20.49	20.80
Labour	18.39	18.57	18.85
Sulphite Screen Per	19.53	19.73	20.03
Sulphite Stock Pers	19.86	20.06	20.36

PAPER MACHINE ROOM

Swiper Senior	19.50	19.70	19.99
Swiper	18.88	19.07	19.35

An additional twenty-five cents (25¢) per hour will be paid to the most senior scheduled swiper - this is an add-on only and not subject to any general wage increase.

FINISHING & SHIPPING

Operator #1	21.88	22.10	22.43
Operator #2	20.71	20.92	21.23
Operator #3	20.00	20.20	20.50
Operator #4	18.84	19.03	19.31
Labour	18.39	18.57	18.85

Straight Time Rates

<u>May 1</u>	<u>May 1</u>	<u>May 1</u>
<u>1993</u>	<u>1994</u>	<u>1995</u>
	+1%	+1.5%

STORES

Operator I	20.69	20.90	21.21
Operator II	19.99	20.19	20.49
Operator III	19.72	19.92	20.22
Lead Person	20.69	20.90	21.21
Store Person	19.72	19.92	20.22
Labour	18.39	18.57	18.85

LABORATORY

Paper Inspector	21.46	21.67	22.00
Stock Tester	21.30	21.51	21.83
Lab Technician	22.09	22.31	22.65
Lab Statistician	22.09	22.31	22.65
Calibration Technician	22.09	22.31	22.65

<u>MTCE</u>	1993	1993	1994	1994	1995	1995
<u>& REPAIR</u>	w/out	with	w/out	with	w/out	with
<u>CREW</u>	trng	trng	trng	trng	trng	trng

Carp						
Foreperson	25.83	26.35	26.09	26.61	26.48	27.01
Lead Hand	24.85	25.37	25.10	25.62	25.47	26.01
Sr. Jryps	24.74	25.27	24.99	25.52	25.36	25.91
Carp Jryps						
A-I	24.29		24.53		24.90	
Carp Jryps A	24.00		24.24		24.60	
Carp Jryps B	19.98		20.18		20.48	
Carp Hlpr I	19.52		19.72		20.01	
Carp Hlpr II	19.19		19.38		19.67	
Carp Hlpr III	18.91		19.10		19.39	

Carpenter Apprentices shall receive wages based on Carpenter A rate.

Straight Time Rates

<u>APPRENTICES</u>	1993	1993	1994	1994	1995	1995
	w/out	with	w/out	with	w/out	with
	trng	trng	trng	trng	trng	trng
1st Yr - 75%	18.00		18.18		18.45	
2nd Yr - 80%	19.20		19.39		19.68	
3rd Yr - 85%	20.40		20.60		20.91	
4th Yr - 95%	22.80		23.03		23.37	

PAINTER

Ptrs Leadhand	24.85	25.37	25.10	25.62	25.47	26.01
Sr Jryps	24.74	25.27	24.99	25.52	25.36	25.91
Ptr Jryps A-I	24.29		24.53		24.90	
Ptr Jryps A	24.00		24.24		24.60	
Ptr Jryps B	19.98		20.18		20.48	
Ptr Hpr I	19.52		19.72		20.01	
Ptr Hpr II	19.19		19.38		19.67	
Ptr Hpr III	18.91		19.10		19.39	

MAINTENANCE DAY WORKERS FOR PREMIUM PAY
PURPOSES

YARD

Yard Foreperson
Truck Driver - except snow, bark (sludge) haul
Truck Driver Helper - except snow, bark (sludge)
haul
Bulldozer and Front End Loader Operators - except
snow, bark (sludge) haul
Fork Lift Operator
Fire Watch

PAPER MACHINES

Swipers

STORES

Lead Person
Stores Person

LABORATORY

Laboratory Technician
Laboratory Statistician

TOP OPERATORS

Woodroom Operators
Tour Foreperson (Groundwood)
Screen Person (Screen Room)
Cook Foreperson
Senior Swipers
Operator I (Finishing Room)
Lead Person (Stores)
Paper Inspectors (Laboratory)
Screen/Refiner Person

PREMIUM PAY - HAZARDOUS CONDITIONS

The Company will pay a premium of fifteen cents (15¢) per hour:

- (a) On temporary scaffolds or exposed exterior locations not normally accessible (mill roofs and the like excepted), where the vertical drop is fifty (50) feet or more;
- (b) Raceways;
- (c) When working in digesters under conditions which require the use of a safety belt;

- (d) Hilti guns:
- (e) Carpenters, Painters and Helpers when using paint spray guns:
- (f) Employees operating sandblasting equipment.

Employees working inside lime kilns, kraft mill liquor tanks, precipitators and evaporators will be paid a premium of twenty cents (20¢) per hour.

An employee who is eligible for premium pay for hazardous conditions as outlined above shall be paid the premium for the hours worked on his/her regular shift or for the hours worked on the call-in during which work was performed.

Time and one-half will be paid for the day of the climb to employees required to climb and work on water tanks and radio towers. To qualify for this premium an employee must work at a height of 50 feet or more.

TEMPORARY TRANSFERS

When an employee is shifted from one job to another he/she shall receive the rate of pay scheduled for each job at which he/she works.

SHIFT DIFFERENTIALEffective May 1, 1988

A shift premium of forty (40¢) will be paid for all hours worked during the 4-12 shift and fifty-five cents (55¢) for all hours worked during the 12-8 shift to all tour employees working these hours.

Effective May 1, 1991 a shift premium of forty cents (40¢) will be paid for all hours worked during the 4-12 shift and sixty cents (60¢) for all hours worked during the 12-8 shift to all tour employees working these hours.

SENIOR JOURNEY PERSONS

Journey Persons A-I who successfully complete a prescribed course will be assigned to this classification. Trades Persons with up to and including a Journey Person A classification who take the prescribed course will not be eligible for the Senior Journey Person status and the assigned rate until the employee attains A-I status.

The aforementioned courses will be established by a joint Committee composed of two Journey Persons, one from each Local and two members of supervision, one from each Mill, within four (4) months of ratification. Employees will then have thirty (30) days in which to sign up for these courses in order to qualify for the Senior Journey Persons's rate retroactive to date of ratification,

The parties agree that these courses of instruction are designed to upgrade the skills of A-I Journey Persons in some **specialized** technologies or skills whereby interested A-I Journey Persons can then qualify for the Senior Journey Person rate. It is further understood and agreed that employees who receive the Senior Journey Person rate may be required to use these special skills as necessary.

APPENDIX B

MILL RULES

1. REPORTING FOR WORK

1.1 General

It is the duty of every worker to report for his/her regular shift unless he/she has previously arranged with his/her foreperson for a leave of absence.

1.2 Starting

(a) Day Workers

Day workers shall be at their respective posts of duty and ready to begin work at 8:00 a.m. and 12:30 p.m.

(b) Night Workers

The same provision as contained in paragraph (a) of this rule shall apply to night workers on regularly assigned schedules (not tour workers) except that the hours specified shall be the regular times of starting and ending work.

(c) Tour Workers

Tour workers shall be at their respective posts of duty at the scheduled beginning time of their shift or tour.

1.3 Unable to Report

Should a tour worker be unable to report for work at the beginning of his/her shift he/she shall make satisfactory arrangements with his/her partners and notify the foreperson on duty at least four (4) hours before his/her shift begins. If arrangements cannot be made he/she must report for duty except in case of emergency.

If unavoidably prevented from reporting, he/she must give notice to his/her foreperson or to the employment office, at least four (4) hours before his/her tour goes on duty, and the person receiving this notice must complete the standard report provided for recording such notice.

2. LEAVING THE JOB OR PLANT

2.1 On Arrival of Mate

- (a) At the end of a shift, no tour worker shall leave his/her place to wash and dress until his/her

mate has changed his/her clothes and reported to take on responsibility of the position.

- (b) If a tour worker does not report for his/her regular shift, his/her mate shall notify the department superintendent or foreperson. He/She shall then remain at his/her post until a substitute is secured.

2.2 During Working Hours

No employee shall leave the plant during working hours without the permission of the head of the department.

3. RESPONSIBILITY OF THE INDIVIDUAL

Each employee will be held responsible for the condition of that part of the plant under his/her control and everything in and about the plant shall be kept clean and in good order.

4. ACCIDENT PREVENTION

4.1 Instructions

It is the duty of the foreperson to instruct every new employee exactly as to how machinery

around which he/she regularly works may be stopped.

4.2 Clothing

Employees must not wear clothing which can readily become entangled in machinery. When not in use, clothing must be kept in lockers provided for that purpose. Shoes shall be worn while on duty. Employees are required to see that their lockers are kept in a clean and neat condition.

4.3 Safeguards

It is a violation of the laws of the Province of Ontario to remove safety guards and anyone so doing without the permission of his/her superintendent or foreperson is liable to penalty provided by law.

4.4 Accidents

Reports of all accidents must be made to the foreperson at once by all witnesses and by the injured employee when possible; the foreperson will make up an accident report in duplicate for the superintendent.

5. FIRE PREVENTION

All employees must assist in preventing destruction of the Company's property in case of fire. Fire apparatus must not be removed from its place or used except in the case of fire or by order of the superintendent.

6. EMPLOYEE ASSISTANCE PROGRAMS

The Company is committed to the principle of the Employee Assistance Programs and will continue to support such principles with an active participation in an employee-employer Employee Assistance Program Committee. This Committee will continue to seek ways to bring awareness and the proper use of such programs to all employees

7. BULLETIN BOARDS

Bulletin boards for the sole use of the Union will be provided in and about the mill and no Union notices shall be posted elsewhere.

8. ABSENCE FROM WORK

8.1 Reducing Absenteeism

The Union undertakes to co-operate with Management in reducing absenteeism.

8.2 Penalties

- (a) Employees who fail to report for work or who in any way penalize their mates or the Company under the overtime arrangements of Article 600 (Premium Time) will be subject to the applicable Mill Rules. Disciplinary action under these rules and regulations shall be subject to the grievance procedure.
- (b) Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:
 - (i) First Case - Instruction and warning.
 - (ii) Second Case - Instruction and up to 3 days layoff.
 - (iii) Third Case - Instruction and layoff subject to discharge.
- (c) It is understood that should an employee have a clear record for a full twelve-month period between steps 1 and 2, or steps 2 and 3, or after stage 3, his/her record shall be considered clear.
- (d) Should the unarranged absence of an employee be of sufficient length, or the reasons for the absence be of such nature to indicate

irresponsibility by the individual concerned, management may discipline the offending employee with a layoff subject to discharge.

- (e) All cases of unarranged absenteeism will be recorded on the employee's record by the Employment Supervisor who will be given a written report on each case by the Superintendent concerned. A copy of this report will be sent to the individual and secretary of the Union.

8.3 Returning to Work

If an employee has been absent from work a day or more he/she shall give adequate notice to his/her foreperson or superintendent of his/her intention to return. This notice should be given twenty-four (24) hours in advance if possible, but at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he/she intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him/her to adjust the shifts back to the original schedule, the supervisor may send the returning employee home when he/she reports for work.

If an employee has been absent from work without arrangement, or without notice under clause 1.3, paragraph 2, he/she shall report to

his/her superintendent for instructions before returning to work.

APPENDIX CRULES COVERING PARTICIPATION IN THE
SUPPLEMENTARY CONTRIBUTORY GROUP
LIFE INSURANCE POLICY

1. New employees will be enrolled for “basic” group life insurance coverage at the time of hire. Employees will be eligible for the contributory group life insurance coverage at the same time they are covered under the “basic” group life. If the additional contributory insurance is waived, the employee shall sign a waiver card. Such employee may apply and be enrolled for the contributory supplementary insurance thirty (30) days prior to the next November 1st and the coverage will be effective November 1st.
2. Employees who do not initially sign up for or who cancel the contributory coverage may **re-enroll** not less than thirty (30) days prior to each ensuing November 1st and must produce evidence of insurability when applying.
3. If an employee is off work because of illness or accident, his/her contributory insurance coverage will be continued for three (3) months providing his/her own portion of the premium is paid each month, extendable in three (3) month

intervals with Company approval to a maximum of twelve (12) months.

4. Employees who wish to take advantage of contributory insurance coverage must apply for and accept no less than the \$40,000.00 Group Life and \$20,000.00 AD&D.
5. November 1st each year is the effective date and the anniversary date of the Group Life Policy.

APPENDIX DDENTAL EXPENSE INSURANCE
(For Employees and Dependents)

HOW BENEFITS BECOME PAYABLE?

1. While insured, you or your dependent incurred covered dental expenses (as defined below) as a result of a nonoccupational injury or a nonoccupational disease.

HOW MUCH IS PAYABLE?

1. For each procedure in Schedule A, the benefit percentage is 100% of the amount payable according to the Ontario Dental Association Schedule of fees for Dental Procedures by General Practitioners as per labour agreement.
2. For each procedure in Schedule B and C the benefit is 50% of the amount payable according to the Ontario Dental Association Schedule of Fees for Dental Procedures by General Practitioners as per current labour agreement.
3. Maximum lifetime payment for Schedule C will be \$1,000.00.

4. For all procedures in a calendar year, the total benefit payable shall not exceed the calendar year maximum of **\$1,000**.

EXTENSION OF BENEFITS

If you or your dependent are wholly disabled as a result of a dental condition for which benefits are payable under this coverage on the date dental expense insurance is terminated and if charges are incurred as a result of that dental condition within one year after the year in which insurance terminates and during continuance of that disability, the same benefits shall be payable for charges so incurred that would have been payable if incurred while insured.

WHAT ARE "COVERED DENTAL EXPENSES"?

The charges made for any of the following:

1. Extractions.
2. Fillings.
3. Oral surgical procedures and necessary preoperative treatment during hospital confinement and customary postoperative treatment furnished in connection with oral surgical procedure.

4. **Anesthesia** and its administration in connection with oral surgical procedure, extractions or other covered dental services.
5. Dental X-rays.
6. Treatment of periodontal and other diseases of the oral cavity.
7. Root canal therapy.
8. Initial installation of a removable partial or full denture including adjustments after three months following insertion.
9. Replacement of an existing removable partial or full denture or the addition of teeth to an existing removable partial or full denture to replace extracted natural teeth, but only if evidence satisfactory to the Insurance Company is presented that the existing denture cannot be made serviceable.
10. Repair or relining of removable partial or full denture.
11. Emergency treatment for relief of pain only.
12. Charges for service performed by a **Denturist**.

13. Oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays but not more than one examination in any period of six consecutive months.
14. Oral hygiene instructions.

EXCLUSIONS

“Covered Dental Expenses” does not include charges for or in connection with the following:

1. Original installation or the repair and/or replacement of onlays, inlays and fixed bridgework.
2. Services or supplies that are primarily for beautification.
3. Any item received before you or your dependent became insured under this coverage.
4. Any item furnished by or through any government or any subdivision or agency thereof or the charge for which is paid or payable or reimburseable by or through any plan or program of any government or subdivision or agency thereof other than a plan or program established for the civilian employees of a government or a subdivision or agency thereof.

5. Any charge that would not have been made in the absence of insurance or that the employee or dependent is not legally obligated to pay.
6. Any charges excluded under General Exclusions.

DENTAL CHART LIMITATION:

No payment shall be made unless a dental chart satisfactory to the insurance carrier and without expense to it is submitted. Such dental chart shall indicate prior extractions and shall be completed by the attending dentist at the time you or your dependent first visit the dentist on or after the date you or your dependent become insured.

PREDETERMINATION OF BENEFITS

If a course of treatment can reasonably be expected to involve dental expenses in excess of \$100, a description of the procedures to be performed and an estimate of the dentist's charges must be filed prior to starting treatment.

Predetermination requirement does not apply to courses of treatment under \$100 or to emergency treatment, oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays.

A course of treatment is a planned program of one or more procedures or services for the correction of a dental condition diagnosed by the attending dentist as a result of an oral examination. The total of the fees for the course of treatment will include the charges for oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays.

DENTAL CLAIMS

When you or one of your dependents incur expenses that qualify for Dental Expense Insurance benefits, you may submit a claim. Claim forms are available from the dentist.

DENTAL PLAN

The Company will provide a dental plan to permanent employees and their eligible dependents effective October 1 **st, 1975**.

An employee will qualify after completion of ninety (90) calendar days with the Company and a minimum of sixty (60) days of work.

The definition of a "dependent" is the same as that in the present group hospital plan except cover children over 21 who are regularly attending school and dependent upon subscribers for support until age 23.

DENTAL EXPENSE INSURANCEHED LE "A"

CODE	<u>PROCEDURE</u>
	<u>Periodontal Services (Diagnosis & Treatment of Gum Tissue)</u>
	Non-Surgical Services
41100	Application of displacement dressing (packing) - per unit of time
41200	Management of acute infections and other oral lesions - per unit of time
41300	Desensitization of tooth surface - per unit of time
	<u>Surgical Services</u>
42001	Gingival curettage - per surgical site
42002	Gingivoplasty - per surgical site
42003	Gigivectomy - per surgical site
42100	Osscous surgery - ostococetomy and/or osteoplasty , including flap entry and closure - per surgical site
42103	Osscous grafts - single site including flap entry and closure
42104	Osscous grafts - multiple site including flap entry and closure
42200	Pedicle soft tissue grafts (including horizontally, apically positioned and rotated flaps)

- 42300 Free soft tissue grafts - per surgical site
- 42310 Vestibuloplasty - per surgical site
- 42500 Post-surgical treatments - periodontal - per unit of times

Adjunctive Periodontal Service

- 42300 Provisional splinting - intracoronal - per unit time
- 43210 Provisional splinting - extra coronal - per unit of time
- 43310 Occlusal equilibration - per unit of time
- 43400 Periodontal scaling and root planing - per unit of time
- 43600 Special periodontal appliances (including occlusal guards) - per unit of time

Endodontic Services (Diagnosis and Treatment of Pulp and Root Canals

Pulp Capping

- 31100 Pulp capping - traumatic exposure (excluding final restoration)
- 31110 Pulp capping - carious and/or mechanical exposure

Pulpotomy

- 32201 Vital pulpotomy - permanent anterior or bicuspid

- Root Canal Therapy
- 33100** One canal, fully developed root
Pulpectomy - one canal, fully developed root
Biomechanical preparation, one canal, fully developed root
 Chemotherapeutic treatment of root canal
Obturation, one canal, fully developed root
- 33120** One canal, partially developed root
Pulpectomy, one canal, partially developed root
Biomechanical preparation, one canal, partially developed root
Chemotherapeutic treatment, one canal, partially developed root
Obturation, one canal, partially developed root
- Bleaching
- 39400** Chemical bleaching only - per unit of time
- Emergency Procedures
- 39901** Emergency **pulpectomy** (opening through crown included) as a separate procedure - primary tooth

Root Amputation

- 34401 Amputation of one root
- 39960 Smoothing traumatized tooth
- 39970 Relieving traumatic occlusion, as a separate procedure
- 39980 Reimplantation of totally luxated tooth (including root canal therapy and surgery)
- 39985 Repositioning of traumatically displaced tooth - per unit of time

Examinations

- 01110 Initial examination of new patient
- 01200 Re-examination of previous patient
- 01400 Specific examination
- 01300 Emergency examination and/or consultation

Consultations

- 05200 With patient
- 93100 With another dentist

Specific Diagnostic Procedures

- 04300-04310 Biopsy
- 04330 Cytological examination
- 04200 Dental caries susceptibility test
- 04400 General vitality test
- 04100 Bacterial examination

Radiographic Examination and Interpretation (X-Ray)

- 02100 Complete series **pariapical** films - adult **dentition** - minimum **16** films including bitewings
- 02101 Complete series **parapical** films - primary **dentition**, mixed **dentition** or **edentulous** mouths - minimum **12** films, including bitewings
- 02111 Single **periapical** film
- 02132 Single **occlusal** film
- 02141 Posterior **bitewing** - single film
- 02142 Posterior bitewings - two films
- 02143 Posterior bitewings - three films
- 02144 Posterior bitewings - four films

Preventive Services

- 11100 Scaling and polishing
- 12400 Topical Fluoride treatment (fluoride gel or liquid)
- 12500 Topical fluoride treatment (self-administered)
- 13200 Oral Hygiene instruction
- 13401 Pit and Fissure Sealants

Treatment of Dental Caries (fillings)

- 13600- Removal of **carious** lesion and dressing
- 21101- Amalgam restorations
- 21105 Amalgam restorations
- 21211- Bicuspid, permanent **anteriors**, all primary teeth
- 21215 Amalgam Restorations permanent

21221-
 21225 Molars
 21301-
 21305 Silicate cement and direct resin restorations

Surgical Services - Removal of Teeth

Removal of erupted tooth
 (uncomplicated)
 71101 Single tooth
 71111 Each additional tooth in same quadrant
 72100 Removal of single erupted tooth
 (complicated)
 72210 Removal of single unerupted tooth
 Removal of residual roots
 72310 Soft tissue coverage
 72320 Bone tissue coverage

Anaesthesia Services (General
 anaesthesia - separate anaesthetist)

92201 First unit of time
 92202 Each additional unit of time
 92215 General anaesthesia - using auxilliary
 personnel
 76210 Fractures - simple fracture of mandible
 74408 Removal of growths - not in conjunction with
 tooth removal treatment of
 temporomandibular joint (repositioning of
 dislocated jaw)
 79104 Sislolithotomy (opening of salivary duct)

SCHEDULE "B"Prosthetic Services

51100-	
51110	Complete maxillary (upper) or mandibular (lower) denture
51120	Complete maxillary and mandibular dentures remount and equilibration (dentures repaired to establish new bite)
51320	Immediate Dentures (inserted immediately following the extraction of teeth)
52120-	
621 21	Maxillary or mandibular partial denture
52220-	
52321	Maxillary and mandibular partial denture
52600	Maxillary or mandibular denture with precision attachments
51600	Provisional denture (temporary)
52800	Unilateral (a type of partial denture)
52620	Stressbreaker (relieves stress on clasped tooth holding partial denture)
55101	Denture repairs
56100	Denture relines - temporary and permanent
56270-	
56273	Tissue conditioning (treatment for inflamed, sore gum tissue)

SCHEDULE "C"
Orthodontic Services

Orthodontic Services

Observation and adjustment

- 80610 Observation per appointment
- 80620 Observation and adjustment (including reduction of proximal surfaces) per unit of time
- 80630 Repairs
- 80640 Alterations
- 80650 **Re-cementations**
- 80700 Separation except where included in the fabrication of an appliance - per unit of time

Active Orthodontics Removable

- 81105 Space regaining - maxillary
- 81106 Space regaining - mandibular
- 81110 Crossbite correction - maxillary appliance
- 81111 Crossbite correction - mandibular appliance
- 81115 Dental arch expansion - maxillary
- 81116 Dental arch expansion - mandibular
- 81120 Rapid maxillary expansion
- 81125 Closure of diastemas - maxillary
- 81126 Closure of diastemas - mandibular
- 81130 Simple alignment of incisor teeth - maxillary

- 81131 Simple alignment of incisor teeth -
mandibular
- 81140 **Monobloc** or activator
- Fixed or Cemented - Bilateral
- 81201 Space **regaining** (e.g. lingual or labial arch
with molar bands, tubes, locks) maxillary
- 81202 Space regaining (e.g. lingual or labial arch
with molar bands, tubes, locks) - mandibular
- 81203 Crossbite correction - anterior, maxillary
appliance
- 81204 Crossbite correction - anterior, mandibular
appliance
- 81205 Crossbite correction - posterior maxillary
appliance
- 81206 Crossbite correction - posterior mandibular
appliance
- 81207 Dental arch expansion - lingual arch -
maxillary
- 81208 Dental arch expansion - lingual arch -
mandibular
- 81209 Headgear
- 81210 Rapid maxillary expansion
- 81211 Closure of **diastemas** - maxillary
- 81212 Closure of **diastemas** - mandibular
- 81213 Simple alignment of incisor teeth - maxillary
- 81214 Simple alignment of incisor teeth -
mandibular

Fixed or Cemented - Unilateral

- 81251 Space regaining - maxillary
- 81252 Space regaining - mandibular
- 81261 Crossbite correction - posterior - 2 molar bands

Appliances to Control Harmful Habits

- 82050 Motivation of patient - psychological approach
- 82101 Removable appliance - maxillary
- 82102 Removable appliance - mandibular
- 82201 Fixed appliance - maxillary
- 82202 Fixed appliance - mandibular
- 82300 Myofunctional therapy (e.g. to correct mouth breathing, abnormal swallowing, tongue thrusting, etc.) per unit of time

Retention Appliances

- 83111 Removable - maxillary
- 83112 Removable - mandibular

SCHEDULE CINSURED ORTHODONTIC SERVICES

To the extent that such Dental Care is necessary according to the standards of good dental practice.

Payment will be made on the basis of **50%** of the Dentist's usual charge or **50%** of the suggested fee guide for general practitioners issued by the Ontario Dental Association as shown on your certificate, whichever is less. Orthodontic services are subject to the limitations of your Dental Care Plan 7. The maximum payment under this rider is **\$500** in total per person.

ORTHODONTIC SERVICES

Consultations
Pretreatment diagnostic Services
Diagnostic Models, X-rays
Cephalometric work-up
Preventive and Interceptive Orthodontics
Habit inhibiting
Space Regaining
Space Maintenance
Cross Bite Correction, etc.
Corrective Orthodontics
Removable and Fixed Appliance Therapy
Retention

PLEASE NOTE:

Orthodontic treatment plans should be submitted for consideration and review to establish the extent of payable benefit.

Prior to commencement of orthodontic treatment the dentist should prepare a report to Maritime Life Assurance outlining the details with respect to malocclusion, diagnosis, treatment plan and applicable fees.

APPENDIX E

CARPENTER APPRENTICE STANDARDS AND
CONDITIONS

1. The Apprenticeship Committee will consist of the President of Local **1330** and one representative of the Carpenter crew, two Company representatives and a representative of the Human Resources Department who will act as Secretary. The Committee will meet whenever one of the Committee requests a meeting.
2. Selection of Apprentices

Post Bulletins throughout the mill (Local **1330** members only) for Carpenter Apprentice requiring Ontario Grade XII education.
3. Probationary period will be sixty (**60**) days of work. Successful probationers will be registered on conclusion of this period.
4. In the case of new Apprentices starting the same day, their seniority will be based on mill seniority or failing this, will be based on birth date.

5. In the event Apprentices take varying lengths of time to complete their Apprenticeship, the first one completing the course shall **be the more** senior unless the reasons for taking the longer time is caused by Government scheduling for attendance at Trade School, sickness or accident.
6. Apprentices who fail to complete the Apprenticeship will have no right to continue in the department.
7. The Company will arrange submissions to the Ministry of Colleges and Universities to determine credits for previous experience on Apprenticeships, Credits will not affect seniority.
8. Apprentices who complete the program will become senior to any journeyman who was hired by the Company on or after the date the employee entered the apprentice program.
9. Apprentices who complete their Apprenticeship and find that they are not required as Journeymen will be given the right to stay on as Senior Helpers with Helper rate of pay until they are required as Journeymen, providing these Senior Helpers are required to complete the work available.

10. The Company reserves the right to work with the Ministry of Colleges and Universities in scheduling Apprentices' attendance at Schools to minimize crew size reduction.
11. Four (4) hours study period per week during normal working hours will be provided by the Company with no loss in wages once the employee has been accepted as a Carpenter Apprentice.
12. During attendance at school as required by the apprenticeship program, the employee shall receive full pay at his or her rate of pay for eight (8) hours per day up to forty (40) hours per week.
13. The Company shall provide \$65.00 per week living allowance while attending school out of town.
14. The temporary carpenter helper rate of pay will exist until the apprentice rate of pay surpasses the temporary carpenter helper rate of pay.
15. The Local and the Company accept the principle that Apprenticeship training is for the purpose of producing skilled Journey Persons in order to meet increasing technical advances by a combination of on-the-job home and classroom training.

We the undersigned hereby agree to the attached Agreements reached to date.

Signed this 7th day of November 1993 at Kenora, Ontario.

FOR THE COMPANY

FOR THE UNION

Boise Cascade
Canada Ltd.

United Paperworkers
International Union
Local 1330

J. Harty (sgd)
B. DeBenedet (sgd)

J. Miclash (sgd)
B. Graham (sgd)
G. Morrison (sgd)
D. Goerzen (sgd)
M. Litkowski (sgd)
B. Phelan (sgd)
R. Freeman (sgd)

MEMORANDUM OF AGREEMENT

- BETWEEN -

BOISE CASCADE CANADA LTD., KENORA

- AND -

UNITED PAPERWORKERS INTERNATIONAL UNION

LOCAL 1330

The bargaining committee representing the above parties, all of whom have been duly **authorized** to negotiate and settle, and do hereby confirm settlement of all outstanding local matters between them and agree to extend the terms and conditions of the current Collective Agreement which expires on April **30, 1993** for an additional five (5) years, through to April **30, 1998**, subject to the following amendments contained in the Company's offer which is attached and made part of this Memorandum of Agreement.

Subject to ratification by the Union under their internal rules and procedures, this Memorandum of Agreement will upon such ratification change the current Collective Agreement, which will become the new Collective Agreement between the Union

and Company in accordance with the terms herein.

All issues are effective date of ratification unless otherwise noted.

1. Term of Agreement

The parties agree that the Collective Agreements will be renewed for a period of three (3) years May 01, 1993 to April 30, 1996 following which the agreements will be reopened for negotiations regarding wages only, for a further two (2) year period from May 01, 1996 to April 30, 1998.

The parties agree that all other provisions of this Collective Agreement taking effect on May 01, 1993 will remain effective up to and including April 30, 1998.

2. General Wage Increase

Effective May 01, 1994 a 1% general wage increase.

Effective May 01, 1995 a 1.5% general wage increase.

3. Funeral/Memorial Leave

If the death of one of the relatives specified in the Collective Agreement occurs while an employee is on vacation, the vacation will be interrupted so that the employee gets the benefit.

4. Vision Care

Effective date of ratification the Vision Care Plan will be upgraded to provide a total payment of **\$100** per family member in any two (2) consecutive calendar years.

Effective May 01, 1996, the benefit will be increased to **\$125** per family member in any two (2) consecutive calendar years.

5. Safety Footwear

Effective date of ratification the safety shoe allowance will be increased to **\$50**.

Effective May 01, 1996 the safety shoe allowance will be increased to **\$70**.

6. Memorandum

Memorandums of Agreements to be included in each labour agreement.

Running time provisions to be added to each collective agreement.

7. Letters of Understanding

All letters of understanding to be renewed.

8. Life Insurance

(a) Excluding O.P.E.I.U. - Local 488

Effective the first of the month following date of ratification increase the Basic Insurance paid for by the Company to:

\$40,000	Group Life
\$20,000	AD&D

and

increase the Supplemental Insurance available to:

\$40,000	Group Life
\$20,000	AD&D

The monthly cost to the employee for the Supplemental Insurance will remain at **\$10.50**.

- (b) Waiver of premium for all life insurance plans ceases at age **65**. Employees who are currently on waiver of premium will maintain this benefit until death provided they meet the eligibility requirements.

9. Dental Plan

- (i) **O.D.A.** Fee Schedule will be upgraded each year to reflect the previous year's fee schedule.
- (ii) (iii) (iv) During the term of this agreement the parties will meet to discuss the dental plan and investigate alternative plan designs.

10. Drug Plan

During the term of this agreement the parties will meet to discuss the drug plan and investigate alternative plan designs.

11. Flexibility and Mutual Assistance - C.E.P. only

The Company and Union agree to meet and resolve the issue of flexible work practices.

Should the parties fail to reach resolution locally then the Company and Union agree that the flexible work practice language resulting from the Fort Frances bargain between the Company and the Fort Frances Paperworkers Union will be placed in the 1993 Collective Agreement.

12. Retiree Benefits

Effective May 01, 1993 the Company proposes to set up a drug and dental plan for future retirees and eligible dependents.

The full cost of the monthly premium will be borne by the retiree except for a monthly Company contribution of \$10 per participating retiree.

Fifty (50) percent of eligible retirees must enroll in this plan or the plan will be discontinued.

13. Pensions

Changes to be effective May 01, 1993, unless otherwise stated. The Pension Plan will not be subject to renegotiation between the parties until the date of expiry of the Collective Agreement in force as of January 01, 1998.

a. 1.65% Formula

A participant who retires on or after May 01, 1993 and before May 01, 1998, will continue to have the minimum 1.65% pension. The number of years of offset for Canada Pension Plan benefits in 6-II.2(b)(ii) will be changed from 21 years to 14 years.

Pension indexing shall not apply during 1994, 1995, and 1996. Participants retiring after May 01, 1987, shall have their pensions increased on January 01, 1997, and January 01, 1998, in accordance with the provisions of 6-II.2.

b. Bridging Supplement

For participants over age 58 with 20 years of service who retire before age 60, the benefit payable to age 60 will be:

Effective May 01, 1993 \$28.00/month per year of credited service

Effective May 01, 1996
\$30.00/month per year of credited service

Participants over age 55 with 20 years of service who retire before age 58 will be eligible for the bridging supplement with a reduction of

2/3 of 1% per month for each month that retirement precedes age **58**.

c. Employee Contributions

Effective January **01, 1994**, employee contributions shall be **3.5%** of earnings (as defined in the Plan) up to the amount of which a participant is required to make contributions to the Canada Pension Plan and **5%** of earnings in excess of that amount.

d. Early Retirement

Participants who retire after age **55** and prior to age **58** with **20** or more years of service are eligible for early retirement with a percentage reduction of **1/2%** per month for each month their retirement precedes age **58** (subject to minimum reductions required under the Income Tax Act).

e. Maximum Pension

There will be a moratorium on increases in the maximum pension from the current maximum of **\$1,715** per year per year of service until April **30, 1997**. Effective May **01, 1997**, the maximum pension will be increased to the maximum permitted by the Income Tax Act and Regulations at that time and increased in

accordance with the applicable indexing provisions of the Income Tax Act and Regulations or any other changes to the maximum benefits permitted by the Income Tax Act and Regulations as amended from time to time.

f. Joint Pension Committee

During the term of this pension agreement, the parties will meet to discuss the pension plan and investigate alternative plan designs that could be used for pension discussion during the next pension plan negotiations.

14. Long Term Disability Plan

The long term disability payments for all employees who have been continuously disabled for five (5) years or more will be upgraded to reflect the May 01, 1994; May 01, 1995; May 01, 1996 and May 01, 1997 general wage increases.

We the undersigned hereby agree to the attached Agreements reached to date.

Signed this 7th day of November 1993 at Kenora, Ontario.

FOR THE COMPANY

FOR THE UNION

Boise Cascade
Canada Ltd.

United Paperworkers
International Union
Local 1330

J. Harty (sgd)
B. DeBenedet (sgd)

J. Miclash (sgd)
B. Graham (sgd)
G. Morrison (sgd)
D. Goerzen (sgd)
M. Litkowski (sgd)
B. Phelan (sgd)
R. Freeman (sgd)

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