

Labour Agreement

SOURCE	CO-
EFF.	93 05 01
TERM.	98 04 30
No. OF EMPLOYEES	125
NOMBRE D'EMPLOYÉS	80

Between

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

KENORA LOCAL 238

Hereinafter called the "Union"

- and -

BOISE CASCADE CANADA LTD.
Kenora Division

Hereinafter called the "Company"

May 1, 1993 to
April 30, 1998

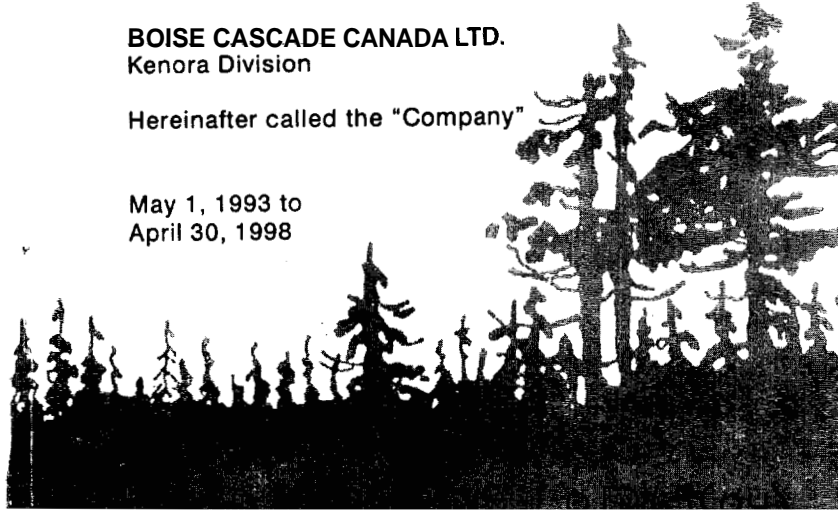


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May 1, 1993 to April 30, 1998

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 Communications, Energy and Paperworkers Union of Canada and its Kenora Local 238, hereinafter referred to as the "Union".

100 PREAMBLE

- 101 The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Plant 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: and it is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of this condition.

200 RIGHTS OF PARTIES

- 201 The Union has all rights which are specified in the subsequent provisions of this Agreement

8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight,
12 midnight to 8:00 a.m., or as mutually agreed.

- (b) Shifts shall be arranged **to** suit the running schedule of the mill and **to** avoid any interruption in normal operations, it being agreed that under certain swing schedules for four workers it is necessary to effect an "average" workweek. The word "average" shall mean the workweek schedule already agreed upon.

(c) Crew Scheduling

It is agreed that all members of Local 238 will be scheduled on a forty **(40)** hour basis with the understanding that if the Local **so** requests a standard "six-day swing" will be instituted for six-day operation or a standard "seven-day swing" will be instituted for seven-day operation.

402 Workday and Workweek

402.1 The workday shall begin at 8:00 a.m. and shall end at 8:00 a.m., on the following day.

402.2 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.

402.3 Normal day or days off will be shown for employees on the weekly schedule posted by 2:00 p.m., Thursday of the preceding week.

403 Reporting With No Work Available

Employees reporting for work on their regular shifts without having been notified by the posting of a notice on the time card racks four (4) hours before the usual beginning time of their shift or by telephone notification one (1) hour before the usual beginning time of their shift, that their services will not be required shall be given four (4) hours work at their regular pay or four (4) hours straight time pay.

404 Change in Scheduled Days Off

404.1 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.

404.2 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.

404.3 Major Winder Failure

When it becomes necessary to transfer spools of paper from one winder to the other in #8 and #9 machine room the following procedures shall be followed:

1. This practice shall only occur in the event of a major winder failure. (Confined to the shift/ shifts in which winder is down for repairs.)
2. The paper will be run by the dry-end crew on whose machine the paper was produced. (Machine to which crew is assigned by schedule.)

3. Any transfer of spools of paper from one machine to the other machine's winder will result in the machine crews of both machines receiving highest rate of pay attached to the two machines. (#8 & #9 for the shift affected.)

4. In the event that either #8 or #9 machine is down for repairs but the winder is functional, and the other winder goes down for repairs, the crew of the machine that **is** running, may immediately transfer spools of paper to the other winder. They may continue to run paper off the winder until the downed machine has started up and is producing paper. Once paper being made sections 1, 2 and 3 will apply.

5. Situations not covered by the above are open to joint resolve by the Company and the Union.

405 Normal Operating Hours

405.1 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 801.1 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 other than standard newsprint **is** being manufactured on a given machine and schedules to provide the above cannot be arranged to produce the required tonnage, the above provision shall not apply **to** that machine.

405.2 Emergency and Normal Shutdown

When paper machines are scheduled on a seven-day basis, the following shall apply: For emergency shutdowns of 24 hours or less (includes the shift in which the shutdown occurs and the two shifts following) and all normal shutdowns occasioned by normal clean-up, clothing changes and scheduled normal maintenance, operating crews which are scheduled to work 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. In no case will an employee who worked the 12-8 shift be scheduled to work the succeeding day shift or work day hours.

500 VACANCIES, PROMOTIONS & LAYOFFS**501.1 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. When an employee leaves the employ of the Company and the Company does not

intend to make a replacement, the Union will be informed through a meeting with the Union committee.

501.2 Filling Vacancies

- (a) All vacancies in jobs or positions coming under the jurisdiction of any of the 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 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

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.

- (b) In filling vacancies on the paper machines the Company shall have the right to fill every fourth vacancy from outside.

502 Seniority

The principles of seniority shall apply in the respective departments for the members under this Agreement in promotions, lay-off and re-employment under a reasonable length of time.

It is agreed that applicants from paper machine crews to Oiler or Beater Engineer Helper bulletins will retain normal seniority in the line of progression on paper machines as well as the bulletined job until they reach permanent fourth hand status.

At that point in time the employees must decide as to which line of progression they wish to follow, paper machines or the bulletined job.

If a permanent bulletin job becomes available before an employee reaches permanent fourth hand status, the applicant must make his/her decision as to retaining the bulletin at that time.

503 Automation and Severance Pay

Automation:

The Company has the right to adjust all or any of its crews as a result of change in process or a change in equipment, and to make such technical and other changes in its manufacturing processes as it deems necessary for efficient operation.

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 at least thirty (30) days in advance of such changes which the Company has decided to introduce which will result in significant change in the employment status of employees.
- 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 a permanent job elimination under conditions set forth above, his/her rate shall be maintained for a period of three (3) months from date of setback. 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 four (4) days per week 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 from work due to a permanent job elimination 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) Should an employee be displaced from his/her job as paper machine oiler because of job elimination, then he/she will be returned to his/her position in the paper machine line of seniority, but at a position no higher than junior 4th hand on #8 paper machine. Should an employee require training at any position up to and including junior 4th hand, then this training will be completed in a timely fashion and progression shall occur only when the paper machine superintendent is satisfied that the displaced employee can perform the duties and responsibilities of the position.

Should an employee be displaced from his/her job as beater engineer helper because of job elimination, then he/she will be returned to his/her position in the paper machine line of seniority, but at a position no higher than junior 4th hand on #10 paper machine. Should an employee require training at any position up to and including junior 4th hand, then this training will be completed in a timely fashion and

progression shall occur only when the paper machine superintendent is satisfied that the displaced employee can perform the duties and responsibilities of the position.

Severance Pay:

A permanent employee with one year's continuous service who is laid off from work due to permanent job elimination or because of a temporary curtailment of six (6) weeks duration, shall be eligible for severance pay in accordance with the following:

- i) Severance pay shall be one (1) week's pay (a week's pay shall be the employee's classified rate of pay times 40) for each year of continuous service. Continuous service for severance pay purposes shall be broken only by retirement, resignation (quit), discharge, or death. Severance pay will not be paid to employees who retire, resign, are discharged or deceased. One half of this severance pay is payable after the employee has been laid off from work for a period of six weeks. The second half is payable after the employee has been laid off for a total of three months. It shall be the responsibility of the employee to make application for such severance pay.

- ii) If recalled to work before the severance pay payment is payable, no such payment will be made. Any employee refusing a recall shall forfeit his/her right to severance pay.
- iii) If an employee is recalled after having received all of the severance pay due him/her, he/she will, as of the date of return, commence a new period of accumulation which will be credited toward any future layoff.
- iv) If an employee is recalled after having received half of the severance pay due him/her, he/she will, upon return to work retain the right to the unpaid portion which will be added to any new accumulation of severance pay. (Thus the oldest employee(s) in the point of seniority who fulfills the "permanent employee with a year's continuous service" requirement who is off work for six (6) continuous weeks due to lack of work immediately following the job elimination shall be the employee(s) considered as affected by the job elimination).

600 WAGES

601 Rates

The Company agrees to the adoption of the Paper Makers' Minimum Standard Wage Schedule as set forth in Appendix A to this

Agreement, subject to the following conditions:

- (a) That the accepted schedule is considered permanent and that no alterations may be made to the schedule except by collective bargaining.
- (b) Rates shown on the attached Appendix A shall be paid and are part of this Agreement.

602 Minimum Hours of Pay

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

603 New Positions

When a new job classification is established, the Company **will** determine and assign the appropriate wage rate to such new classification. This wage rate will be subject to adjustment under provisions of Section **2103** of this Agreement. Any upward adjustment will be retroactive to the start-up date of the new job classification up to a maximum of six (6) months. The six (6) month maximum will be extended an additional three (3) months if the classification is under discussion at the end of the six (6) month period.

604 Union Representative Wages

The Company will maintain the payment of wages lost by the Local Union representatives in the execution of Union business of one day or more, make all regular deductions and in turn will be fully reimbursed by the Local Union.

605 Leave of Absence

- a) 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 the election.
 - (3) Duties of an elected Municipal Office.
 - (4) Educational leave.
- b) Any leave of absence granted pursuant to Section (a) will not result in any loss of seniority.
- c) 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.

- d) Any leave of absence granted pursuant to Section (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service related benefit.
- e) 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.
- f) All leaves of absence must be applied for in writing.
- g) The Company may require an employee to exhaust his/her normal vacation entitlement before commencing a leave of absence.
- h) 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.

700 PREMIUM TIME

701 Over 8 Hours of Work

701.1 Work done in excess of eight (8) hours between 8:00 a.m. Sunday and 8:00 a.m. Monday by employees covered by Sections 401.1 and 401.2 shall be paid for at the double time rate, and work performed in excess of eight (8) hours in any other workday 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 eight (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.
- 701.2 When a tour worker who works the third shift works into the day shift for a period in excess of two (2) hours due to his/her relief not showing up (not to include the exercise of seniority to claim such work) the applicable overtime rate shall be applied to such work on the day shift.

702 Over 16 Hours of Work

- (a) Any employee required to work on maintenance or repair for more than sixteen (16) continuous hours shall receive double time after the sixteenth (16th) hour of work. Double time will also be paid after the sixteenth (16th) hour of work in any one day between 8:00 a.m. and 8:00 a.m.

- (b) 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; however, it must be recognized there may be occasions where it may be necessary (extended repair days, etc.), for an employee to work more than sixteen (16) hours. Where it can be seen that employees may be required to work excessively long hours every attempt will be made to relieve the affected employees.

703 Outside of Regular Hours

703.1 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) Twenty-four (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, 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 overtime rates until the job for which the employee was called in is completed.
- (d) 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.
- (e) 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.

703.2 Work on Wires

- (a) Scheduled wire changes in conjunction with start-up of a paper machine scheduled to run six

(6) days or less will not commence prior to 6:30 a.m. on Monday. Wire change on any machine scheduled to run in excess of six (6) days may be made at any time.

- (b) 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, whichever is greater.
- (c) Employees called in on a wire change shall receive applicable overtime for time worked on such wire in excess of two (2) hours. When work on a wire continues into employees regular hours of employment they are to be paid overtime rate until the **wire(s)** are completed.
- (d) The Boss Machine Tender, when calling crews for wire duty, shall first call members of the crew of the machine affected.
- (e)
 - i) Employees removing and/or replacing a wire on their regular shift will receive six (6) hours wire pay and two (2) hours will be deducted from their regular hours of work.
 - ii) Employees removing and/or replacing two wires on their regular shift will receive twelve (12) hours wire pay and four (4) hours will be deducted from their regular hours of work, etc.

(f) Twin Wire or Topformer Machine

If an employee is called in on a wire change and two wires are required to be changed, two wire calls will be paid. If on a single wire change the second or twin wire is damaged during the first wire change and has to be replaced, only one wire call will be paid.

- (g) If the wire change time overlaps a shift change both crews will receive wire change pay. No overtime will be involved with original crew being relieved at shift change.
- (h) Employees called in for a wire change remain on the job until wire change is completed.
- (i) If the wire is removed on one shift and is replaced on the next, both crews will receive wire pay as outlined in (e) i). If both wires were removed on one shift and replaced on the next shift both crews will receive two **wire** pays as outlined in (e) ii).
- (j) Cutting a wire off without having replaced it during the course of one (1) shift is not considered a wire for the purpose of pay treatment.

704 Outside of Scheduled Work Days

Except as noted in clause 701, employees called on duty before or after regular working hours shall receive time and one-half for all overtime work. An employee required to work on the alternate days mutually agreed upon as his/her days off shall be paid at the rate of time and one-half.

705 Sundays and Holidays

705.1 All work performed on Sundays and floating holidays is to be paid for at the rate of time and one-half except as otherwise provided in Sections 701 and 702.

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

705.3 Any employee required to work on any of the holidays referred to in 801 will be paid at the applicable overtime rate for work performed on these days and is to receive a day off later with eight (8) or sixteen (**16**) hours pay as listed in 801.1 for the holiday in question.

Any employee required to work on a holiday referred to in **802**, after definite dates have been agreed upon will be paid at the applicable overtime rate for work performed on such holiday and **is** to receive a day off later with eight **(8)** hours pay.

706 Records will be maintained and the Local will be informed of double shifts and days off worked.

707 No Pyramiding

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

800 HOLIDAYS

801 Shutdown Holidays

801.1 (a) The following paid holidays shall be recognized as shutdown holidays on which plant production shall not be scheduled except through terms **of 801.1(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 **806** of this agreement.

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

Running Time

- (i) 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.
- (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 will 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.

801.2 Eligibility for Statutory Holiday Pay

Employees who have accumulated a minimum of 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 workday preceding or their first 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 805), and

- (c) They have worked in the thirty (30) calendar days preceding the holiday.

801.3 An employee who does not qualify for a paid statutory holiday under Section 801.2 solely because he/she has not completed ninety (90) calendar days of service, will upon completion of said ninety (90) day period, receive a day off with the applicable unworked holiday pay as set forth in Section 801.1. Any days off under this section will be scheduled at the convenience of the Company.

802 Floating Holidays

- 802.1(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 802.2.
- (b) Priority for floating holidays will be given to written applications on first-come first-served 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.

An employee shall not qualify for more than six (6) floating holidays in any contract year.

802.2 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 802.1 until they have completed ninety (90) days of work in a position subject to jurisdiction of a Mill Union.

803 Work on Paid Holidays

803.1 Any employee required to work on a statutory holiday set forth in Section 806 shall receive pay and time off as specified in Section 807.

803.2 Any employee required to work on a floating holiday provided under Section 802 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.

804 Statutory Holidays Falling During Paid Vacation Period

An employee who is absent on paid vacation on a statutory holiday for which he/she would otherwise be eligible for holiday pay shall receive a day off later with applicable unworked holiday pay.

805 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 he/she 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.

806 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 agree that the work is of such a nature that it would involve:

- (i) total loss of kraft mill production for 8 hours or more, or
- (ii) loss of power to the town of Fort Frances, or
- (iii) paper production loss of 3 paper machines if the work is not performed on the holiday.

In the event that the two parties cannot agree that the work proposed falls under 806(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 the 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 801(a) and 806.

- (b) The parties agree that representatives of the Company and the Union 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 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 806(c). As specified in 806(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 806(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 806(a) above the Company may schedule maintenance,

installation or repair work which does not conform with 806(a) above on the shutdown holidays referred to in 801 (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.

807 Employees working under applicable sections of 801(b) and 806 shall be paid at double time rate for all hours worked plus normal holiday pay **if** eligible and, in addition, employees who work four **(4)** 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) period will receive two days off with eight **(8)** hours straight time pay for each such day off.

For the purpose of this Article 800, the Head Oiler, Oilers and Clothing Persons are considered as Maintenance crew.

808 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 preparation will be limited to

the extent that the sheet may be taken off the couch at 8:00 a.m. or 8:00 p.m.

- (b) The following provisions will apply if an early start-up crew is scheduled for a paper machine(s).
 - (i) 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.
 - (ii) Early start-up crews on 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.
 - (iii) 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.
 - (iv) The following classifications will constitute the early start-up crews for 3 machines unless otherwise mutually agreed. (When less than 3 machines are involved crews will be adjusted accordingly.)

Boss Machine Tenders	- 3
Machine Tenders	- 3
Back Tenders	- 3
5th Hands	- 3
6th Hands	- 3
Beater Engineers	- 2
Beater Engineer Helpers	- 1
Head Oiler	- 1
Paper Machine Oilers	- 2
Clothing Person	- 1
Assistant Clothing Prsn	- 1

900 VACATIONS

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.

901 Eligibility

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

901.1 Length of Vacation

- (a) Two weeks after one (1) year of credited service

on May 1.

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

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

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

Six weeks after twenty-five (25) years of credited 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.

901.2 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 paidvacations to be taken within the twelve-month period following attainment of each pre-scribed age, with vacation pay equal to 2.4% of gross earnings during the previous calendar year for each additional week of paid vacation to which such employees are entitled:

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

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.

901.3 Vacation Pay Calculation

If the vacation pay of 2.4% of gross earnings for any week of vacation under the above subsections of this Section 901 is less than forty-two (42) times the employee's classified rate of pay for employees on an "average work week", 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 903.1. Employees on a forty (40) hour schedule shall receive forty **(40)** hours vacation pay in accordance with the above.

- 901.4 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.
- 901.5 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.
- 901.6 The term "contract year" shall apply to the period May 1 of any year through the following April **30** of the next year.
- 901.7 The term "gross earnings" shall apply to the gross earnings figure for the contract year as shown on the Company payroll.

902 Vacation Scheduling

902.1 Vacations taken during the summer months, June 1 to September 30th, will be limited to two weeks unless otherwise mutually agreed.

902.2 An 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 week of mid-term school break.

902.3 Vacations shall be scheduled to commence on Sunday.

902.4 Vacations may not be carried over to a following vacation year except as provided in subsections 901.4 and 901.5.

903 Vacation Credits

903.1 Credited service as used in Section 901 shall be computed in accordance with this Section 903. An employee shall not receive credit for vacation purposes for any month in which he/she is compensated for less than 96 hours, except that the following unworked time shall be credited for vacation purposes:

(a) Time lost due to occupational injury shall be

credited up to a maximum of twenty-four (24) months.

- (b) Employees absent from work due to sickness or nonindustrial accident shall be credited up to a maximum of nine (9) months.
- (c) Any employee on official leave of absence shall receive credit towards his/her years of service for such time on leave of absence. Vacation payments for each vacation year shall be paid pro rata in proportion to the time actually worked that year.
- (d) Ten (10) calendar years from date of hire with the Company an employee's anniversary date will be 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.

904 Service for Vacation Purposes

904.1 Service for vacation eligibility purposes shall be broken only by:

- (a) Retirement
- (b) Quit
- (c) Discharge
- (d) Layoff for twenty-four consecutive months.

1000 HEALTH AND WELFARE PROVISIONS**1001 Sick Leave**

1001.1 Upon completion of twelve **(12)** months of employment with the Company an employee shall be credited with five (5) days of sick leave credit. To receive credit for a month of employment for this purpose an employee must work twelve **(12)** days during the month.

1001.2 An employee who has fulfilled the eligibility requirements of Section **1001.1** shall at that time, and in each calendar year thereafter, be eligible to receive five (5) days sick leave pay in accordance with the following:

- (a) Each claim for sick leave pay must be supported by a certificate from a doctor licensed to practice medicine or a licensed chiropractor;
- (b) Sick leave benefits will not be paid for absences due to any reasons other than illness or non-compensable accident:
- (c) The employee must have been off work due to certified illness for three **(3)** or more days: in which case payment shall be made retroactive to the employee's first scheduled workday of such absence.

1001.3 Sick Leave pay will be equal to seventy (70) percent of weekly earnings. Weekly earnings for this purpose shall be forty (40) times the employee's classified rate of pay.

1001.4 An employee having unused sick leave credit as of December **31** will carry forward into the following year a maximum of ten (10) days; i.e., the maximum sick leave credit an employee can have as of any January 1 shall be fifteen (15) days.

1001.5 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. The Company agrees to supply the Union with the insurance policy.

(b) Worker's Compensation Clause

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.

- (c) Effective September **3, 1980**, an employee **who** is on active claim arising from a disability that commenced before the effective date of a negotiated general wage increase and should such weekly indemnity claim continue after the effective date of a negotiated general wage increase, the said employee shall have **his/her** benefit adjusted to reflect the increased rate.

1001.6 Long Term Disability Plan

The Company shall provide a Long Term Disability Plan in accordance with the insurance policy covering the benefits. 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 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 February 1, **1979**, 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.
- (ii) Effective January 1, **1984** existing LTD premiums will no longer be diminished by future increase in CPP payments
- (iii) As of January **1984** new LTD claims will be offset by the then current CPP payment and thereafter will not be diminished by future increases in CPP payments.
- (iv) Effective November 17, **1993** 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.**, **180 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 shall mean an insured employee who has completed benefits under the Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months is unable because of disease or injury to work at his/her regular occupation and thereafter is unable to perform

any and every duty of every occupation in the mill for which he/she is reasonably fitted by education, training or experience.

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/her Long Term Disability.
- (i) Long Term Disability 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) 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 September 3, 1980, will not have his/her Company paid life insurance reduced. Subject to the provisions of section 1004.4 Waiver of premium.

1002 Memorial/Funeral Leave

Persons who have been employees of the Company for a minimum of thirty (30) calendar days shall be entitled to memorial/funeral 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 below 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/common-law 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. Memorial/funeral 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 memorial/funeral 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/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.

1003 Group Medical, Surgical and Hospitalization Insurance

1003.1 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 thirty (30) days or temporary summer employees who have worked less than ninety (90) days.

1003.2 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.

1003.3 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 a mill union.

1004 Group Life Insurance

1004.1(i) The following amounts of Group Life Insurance are available to employees, effective December 1, 1993

<u>Basic Insurance Paid for by the Company</u>	<u>Supplemental Ins. Available</u>	<u>Monthly Cost to Employee</u>
\$40,000 Grp Life	40,000 Grp Life	\$10.50
\$20,000 AD&D	20,000 AD&D	

1004.2 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 **BCC** Pension Plan for 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** of this Agreement) 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**.

1004.3 Life Insurance Dependents

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

1. **Spouse \$5,000.00**
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**.

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

1004.4 Waiver of Premium

Waiver of premium for all life insurance plans ceases at age 65. Employees who are on waiver of premium on or before November 17, 1993 will maintain this benefit until death provided they meet the eligibility requirements.

1005 Absence on Worker's Compensation Board, Weekly Indemnity and LTD Claims

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 LTD 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.

1006 Dental Plan

- (i) The Company paid Dental Plan covering employees will be updated as follows:

O.D.A. Fee Schedule will be upgraded each year to reflect the previous year's fee schedule.
- (ii) The Company will provide a 50 percent co-insurance on orthodontic treatment, including correction of malocclusion as outlined in Schedule C of the Dental Plan with a lifetime maximum of \$1,000.00.

1007 Drug Plan

The Company agrees to provide a Prescription Drug Plan effective May 1, 1979. 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 Medical Forms

Effective October 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.

1010 U.I.C. Premium Reductions

The cost of the benefit improvements granted during these negotiations will be in lieu of any employee entitlement to premium reduction according to Section 64-4 of the Unemployment Commission Act of 1971. Therefore, any U.I.C. premium reductions will be the sole property of Boise Cascade Canada Ltd.

1011 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 extended 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 death occurs.

1100 JURY DUTY

1101 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 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 day shift shall be excused from work with pay if the employee is discharged from jury duty by the court after 12 midnight.
- (c) 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.
- (d) An employee scheduled to work the 12-8 shift immediately prior to jury roll call or duty shall, upon request, be excused from work and receive jury duty pay for such shift. The employee is

... by the respective parties failing to select a third member as provided above, they shall request the Provincial Minister of Labour to appoint a third member.

1204 It is understood that the function of the Arbitration Board shall be to interpret and apply the Agreement and it shall deal only with the specific questions as submitted. The Board shall have no authority to add to or subtract from, or to modify or extend any of the terms of the Agreement.

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.

- (e) The employee presents a voucher from the Clerk of Court showing the fees received.
- (f) Allowances received for travel and living expenses will continue to be retained by the employee.

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 1302.2 he/she shall report to his/her superintendent for instructions before returning to work.

1400 STRIKES OR LOCKOUTS

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

1500 DOMINION AND PROVINCIAL STATUTES

1501 Nothing in this Agreement shall conflict with any Dominion or Provincial Law.

1600 PENSION PLAN

1601 Pension benefits shall be provided in accordance with the Collective Agreement

1100 JURY DUTY

1101 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 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 day shift shall be excused from work with pay if the employee is discharged from jury duty by the court after 12 midnight.
- (c) 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.
- (d) An employee scheduled to work the 12-8 shift immediately prior to jury roll call or duty shall, upon request, be excused from work and receive jury duty pay 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.

- (e) The employee presents a voucher from the Clerk of Court showing the fees received.
- (f) Allowances received for travel and living expenses will continue to be retained by the employee.

1200 DIFFERENCES

1201 Differences arising between members of the Union and the Company shall be reported orally or in writing as required to the Supervisor or Superintendent and he/she shall reply within ninety-six (96) hours, Sundays and holidays excluded, stating the adjustment he/she has made of the matter.

1202 Differences not settled satisfactorily in the above manner shall be referred to the Regional Manager or his/her designate and an Union Committee in writing within five (5) days of the Supervisor's or Superintendent's reply. If agreement cannot be reached within seven (7) days, the matter shall be referred to the National President of the Union, or his/her representative, and taken up in conference with the Regional

Manager of the Company or his/her designated representative. If no settlement is reached within ten (10) days, it shall be referred to arbitration. Failure to proceed to arbitration within thirty (30) calendar days after the date of the Regional Manager's or his/her designate's written reply shall constitute a waiver by the aggrieved party to further consideration of the grievance. Time limits may be extended by mutual agreement of the parties.

- 1203 In arbitration the Company and the Union shall each select one individual. These two shall select a third individual who will act as Chairman. This Arbitration Board shall convene and render a decision promptly and such decision shall be final and binding upon both parties to this Agreement. In the event of the two individuals selected by the respective parties failing to select a third member as provided above, they shall request the Provincial Minister of Labour to appoint a third member.
- 1204 It is understood that the function of the Arbitration Board shall be to interpret and apply the Agreement and it shall deal only with the specific questions as submitted. The Board shall have no authority to add to or subtract from, or to modify or extend any of the terms of the Agreement.

1205 A difference arising from the claim of any employee that he/she has been unjustly discharged or suspended must be presented in writing to the Company within forty-eight (48) hours after such discharge or suspension, Sundays and holidays excluded. Any employee found by the above method of settling differences to have been unjustly discharged or suspended shall be reinstated and shall receive full pay for the time lost by reason of such discharge or suspension. The Arbitration Board, however, in respect to a grievance involving a discharge, shall be entitled to modify such a penalty as in its opinion is just and equitable.

1300 MILL RULES

1301 Reporting for Work

1301.1 It is the duty of a tour worker to report for his/her regular shift unless he/she has already arranged with his/her foreman for a leave of absence.

1301.2 Each worker is required to be in his/her place when his/her tour begins and shall not leave his/her post to wash and dress until his/her mate relieves him/her and takes over the duties and responsibilities of the job.

1302 Unable to Report

1302.1 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 foreman 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.

1302.2 If unavoidably prevented from reporting, he/she must give notice to his/her foreperson or at the 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.

1302.3 If a tour worker does not report for his/her regular shift, his/her mate shall notify the department superintendent or his/her foreman. He/She shall then remain at his/her post until a substitute is secured.

1303 Wire Calls

All employees notified by the **Boss** Machine Tender to report for putting on a wire shall report at the hour specified. All employees reporting

for a wire change will remain with the machine until the wire is put on and accepted by the **Boss** Machine Tender or the Superintendent.

1304 Absence from Work

1304.1 Reducing Absenteeism

The Unions undertaket to co-operate with Management in reducing absenteeism.

1304.2 Penalties

- (a) Employees who fail to report for work or who in any way penalize their mates or the Company under the overtime arrangement of clause 701, 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 three **(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 a nature to indicate irresponsibility in 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 concerned.

1304.3 Returning to Work

If an employee has been absent from work a day or more he/she shall give adequate notice to his/her foreman 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 1302.2 he/she shall report to his/her superintendent for instructions before returning to work.

1400 STRIKES OR LOCKOUTS

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

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1501 Nothing in **this** Agreement shall conflict with any Dominion or Provincial Law.

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:

Mandatory retirement will be age **65**.

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**.

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 she shall be entitled to receive a supplemental payment commencing on his/her early retirement date and ending on the earlier of the first day

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:

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 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 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.

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.

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 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 Casca 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 earning during the five years prior to May 1, 1984, for which his/her earnings were highest times year of credited service prior to retirement, less 1/3 of the C/QPP benefits in effect in the calendar year of retirement times years of credited servi between January 1, 1966, and date of retireme

Earnings for purposes of this calculation shall be the employees classified rate of pay as of May 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 p 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.

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 at May 1, 1987 and prior to the expiry of the May 1993 to April 30, 1998 labour agreement. Such adjustment shall be made on January 1 of each year. Employees who retire other than January 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 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).

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.

1601.1 The Company agrees to administer the pension plan in accordance with the Martin Teplitsky, Q.C., arbitration award dated April 18, 1989.

1602 The Company agrees to discuss changes in pension text with the pension committee recognizing that any changes required by law will be complied with by the Company.

1700 DISCIPLINE

1701 It is agreed that disciplinary action or discharge taken by the Company will be for just cause.

1800 HOT MEALS

Meal Guarantee

- (a) Hot meals or a meal guarantee will be furnished to employees who work beyond the end of the 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.

- i) 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.

-) 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.
- l) 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.
-) 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 SAFETY SHOES

1901 Effective November 17, 1993 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 Storeskeeper 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 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.

302 Safety Prescription Eyeglasses

At the present time, the Company provides safety prescription eyeglasses for an employee at no cost to the employee, except for a fitting fee. Effective May 1, 1984, 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.

303 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.

2000 CONFERENCE ROOM

301 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.



2100 DURATION AND RE-OPENING

2101 period

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

2102 Right to Open

Either party to this Agreement shall have the right to open negotiations for changes therein b the serving of written notice upon the other part at least thirty (30) days prior to the expiration date of this Agreement.

2103 Discussion of Individual Rates

Either party shall have the right to discuss local adjustments prior to May 1, 1998. Discussions will be limited to those items submitted prior to April 1st each year. 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.

2200 GROUND RULES

01 Written agreements and practices relative to working conditions such as, but not limited to, coffee breaks, wash-up time, protective clothing, Papermakers' hot meals, etc. are not affected by this settlement.

02 Safety Hazards

As information regarding Health and Safety becomes available on new and existing equipment and chemical usage, the Company will issue same to the Unions.

03 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.

APPENDIX A - WAGE SCHEDULE
Papermakers Wage Schedule (Newsprint)
WIDTH OF MACHINES IN INCHES

	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280
1600	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
1650	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
1700	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
1750	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46
1800	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47
1850	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
1900	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
1950	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
2000	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
2050	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
2100	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
2150	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
2200	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55

130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280
2250 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56
2300 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57
2350 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58
2400 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59
2450 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60
2500 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61
2550 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62
2600 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63
2650 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64
2700 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65
2750 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66
2800 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67
2850 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68
2900 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69
2950 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70
3000 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71
3050 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72
3100 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73

130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280
3150 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74
3200 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75
3250 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76
3300 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77
3350 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78
3400 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79
3450 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80
3500 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81

Widths: Widths of machines are definitely established. Starting 100 inches and up to, but not including, 110 inches is a group unit called Class 1. Starting with 110 inches and up to, but not including, 120 inches is a group unit called Class 2. This same rule applies all the way across the width differential line.

Speeds: Starting with 400 feet and up to, but not including, 450 feet is a group unit called Class 1. Starting with 450 feet and up to, but not including, 500 feet is a group unit called Class 2. In the speed line the classifications of machines will advance if the speed is increased sufficiently to put them over the 50 foot differential line into higher classes.

A 100 inch machine is established as the minimum width for all machines less than 100 inches in width. Fourdrinier widths shall be determined by the face width of the breast roll. All speed calculations will be taken at the reel drum (finished end).

Frequency of Speed Rate Adjustments: Rates will be adjusted either upward or downward as required by this scale according to the average speed, excluding start-ups and shutdowns, over a two week period while running standard newsprint.

Stack Adjustment: While running double calendar stacks the Back Tender's rate will be adjusted upward by four classes and the respective rates of the remainder of the crew by two classes.

On machines equipped with a breaker stack the Back Tender's rate will be adjusted upward by two classes and the respective rates of the remainder of the crew by one class.

BOSS MACHINE TENDERS

Boss Machine Tenders or Foremen on paper machines shall receive thirty-five cents (35¢) per hour per machine higher than the rate paid to the highest paid operating Machine Tender over which he/she has charge.

BEATER ENGINEERS

Beater Engineers, or by whatever name they might be called, shall receive either Class "A" or Class "B" rate.

Class "A" - In a mill where coloured paper (NOT shades of standard white newsprint) is manufactured, the hourly rate for the Beater Engineer, or by whatever name he/she might be called, shall equal the highest Machine

Tender rate on the **machine(s)** to which **he/she** furnishes stock.

Class "B" - In a mill where any other paper, except coloured paper, is manufactured, the hourly rate for the Beater Engineer, or by whatever name **he/she** might be called, shall equal the highest Back Tender rate on the **machine(s)** to which **he/she** furnishes stock. No. **8** and **9** Machines.

CLOTHING PERSON

Back Tender **#8** rate.

ASSISTANT CLOTHING PERSON

Lowest Third Hand Rate.

BOSS OILER

At the rate of: 1993 1994 1995
 \$25.56 **\$25.82** **\$26.21**

BEATER ENGINEER HELPER

Highest Fourth Hand Rate

PAPER MACHINE OILER

Third Hand Rate - **#9** Paper Machine

REWINDER OPERATORS

Highest 4th Hand Rate

REWINDER HELPERS

Lowest 6th Hand Rate

Minimum Speeds

Rates are for the established minimum speed classifications for No. 8 and No. 9 Paper Machines of 1,400 - 1,499 f.p.m. and 1,450 - 1,499 f.p.m. for No. 10 Paper Machine. With each increase of 50 feet in speed classification, the rates increase in accordance with the Papermakers' Wage Schedule.

Supervisory Replacement

During any period that an employee replaces a salaried supervisor at the request of the Company he/she shall receive fifty cents (50¢) an hour above the highest rate supervised.

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 Differential

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 (60¢) for all hours worked during the 12-8 shift to all tour employees working these hours.

Instructor's Pay

The Company will pay twenty-five (25¢) per hour to an employee who is required to instruct a group of other employees in a formal classroom. This pay is not applicable to normal machine crew training, etc.

PAPERMAKER'S RATES

New Grid Attached

This schedule of rates will be extended beyond Class 70 by applying the following increases for each Class increase:

Machine Tender	5¢
Back Tender.....	4¢
Third Hand.....	3¢
Fourth Hand	2.5¢ *
Fifth Hand.....	2¢
Sixth Hand.....	1¢
Seventh Hand.....	1¢

* When applying the Fourth Hand increase no half cents will be used. The rate will be adjusted upwards by three cents on the first class

increase and two on the next. **This** formula will apply to subsequent class increases.

Rates are based on seven-day operation. This schedule **will** not reduce any existing rate.

PAPERMAKERS' RATESMay 1, 1993

<u>SS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
25.71	24.50	22.23	20.29	19.97	19.02	19.02
25.82	24.55	22.34	20.32	19.79	19.05	19.05
25.91	24.64	22.36	20.37	19.81	19.05	19.05
26.07	24.70	22.43	20.38	19.82	19.05	19.05
26.17	24.84	22.49	20.48	19.86	19.05	19.05
26.22	24.92	22.61	20.49	19.89	19.09	19.09
26.33	25.03	22.66	20.55	19.91	19.09	19.09
26.41	25.14	22.69	20.56	19.92	19.09	19.09
26.51	25.25	22.77	20.62	20.03	19.09	19.09
26.61	25.35	22.82	20.78	20.08	19.11	19.11
26.73	25.43	22.93	20.79	20.09	19.11	19.11
26.80	25.54	23.00	20.86	20.10	19.11	19.11
26.89	25.61	23.06	20.88	20.11	19.23	19.23
26.97	25.71	23.17	20.90	20.13	19.27	19.27
27.11	25.82	23.21	20.91	20.17	19.28	19.28
27.16	25.91	23.26	21.01	20.23	19.29	19.29
27.30	25.94	23.33	21.04	20.29	19.31	19.31
27.40	26.12	23.40	21.10	20.32	19.32	19.32
27.47	26.19	23.44	21.14	20.36	19.36	19.36
27.58	26.23	23.58	21.16	20.37	19.37	19.37
27.66	26.36	23.66	21.18	20.38	19.40	19.40
27.71	26.50	23.70	21.21	20.41	19.43	19.43
27.83	26.58	23.79	21.23	20.47	19.46	19.46
27.97	26.71	23.87	21.27	20.48	19.50	19.50
28.05	26.77	23.93	21.33	20.49	19.51	19.51

PAPERMAKERS' RATESMay 1, 1993

(Continued)

<u>CLASS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
60	28.18	26.86	24.09	21.34	20.51	19.52
61	28.24	27.06	24.13	21.36	20.56	19.53
62	28.35	27.11	24.19	21.43	20.72	19.56
63	28.40	27.16	24.25	21.47	20.76	19.57
64	28.53	27.30	24.32	21.51	20.78	19.61
65	28.63	27.40	24.39	21.54	20.79	19.62
66	28.72	27.48	24.55	21.57	20.84	19.63
67	28.81	27.59	24.62	21.59	20.86	19.66
68	28.94	27.68	24.66	21.65	20.88	19.72
69	29.02	27.73	24.71	21.67	20.90	19.77
70	29.07	27.77	24.74	21.70	20.92	19.78

PAPERMAKERS' RATESMay 1, 1994 - + 1% Increase

<u>CLASS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
35	25.97	24.75	22.45	20.49	19.97	19.21
36	26.08	24.80	22.56	20.52	19.99	19.24
37	26.17	24.89	22.58	20.57	20.01	19.24
38	26.33	24.95	22.65	20.58	20.02	19.24
39	26.43	25.09	22.71	20.68	20.06	19.24
40	26.48	25.17	22.84	20.69	20.09	19.28
41	26.59	25.28	22.89	20.76	20.11	19.28

PAPERMAKERS' RATES
(Continued)
May 1, 1994 - + 1% Increase

<u>CLASS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
42	26.67	25.39	22.92	20.77	20.12	19.28
43	26.78	25.50	23.00	20.83	20.23	19.28
44	26.88	25.60	23.05	20.99	20.28	19.30
45	27.00	25.68	23.16	21.00	20.29	19.30
46	27.07	25.80	23.23	21.07	20.30	19.30
47	27.16	25.87	23.29	21.09	20.31	19.42
48	27.24	25.97	23.40	21.11	20.33	19.46
49	27.38	26.08	23.44	21.12	20.37	19.47
50	27.43	26.17	23.49	21.22	20.43	19.48
51	27.57	26.20	23.56	21.25	20.49	19.50
52	27.67	26.38	23.63	21.31	20.52	19.51
53	27.74	26.45	23.67	21.35	20.56	19.55
54	27.86	26.49	23.82	21.37	20.57	19.56
55	27.94	26.62	23.90	21.39	20.58	19.59
56	27.99	26.77	23.94	21.42	20.61	19.62
57	28.11	26.85	24.03	21.44	20.67	19.65
58	28.25	26.98	24.11	21.48	20.68	19.70
59	28.33	27.04	24.17	21.54	20.69	19.71
60	28.46	27.13	24.33	21.55	20.72	19.72
61	28.52	27.33	24.37	21.57	20.77	19.73
62	28.63	27.38	24.43	21.64	20.93	19.76
63	28.68	27.43	24.49	21.68	20.97	19.77
64	28.82	27.57	24.56	21.73	20.99	19.81
65	28.92	27.67	24.63	21.76	21.00	19.82

PAPERMAKERS' RATES

(Continued)

May 1, 1994 - + 1% increase

<u>CLASS</u>	<u>R.T.</u>	<u>M.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
66	29.01	27.75	24.80	21.79	21.05	19.83
67	29.10	27.87	24.87	21.81	21.07	19.86
68	29.23	27.96	24.91	21.87	21.09	19.92
69	29.31	28.01	24.96	21.89	21.11	19.97
70	29.36	28.05	24.99	21.92	21.13	19.98

PAPERMAKERS' RATES

May 1, 1995 - + 1.5% increase

<u>CLASS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
35	26.36	25.12	22.79	20.80	20.27	19.50
36	26.47	25.17	22.90	20.83	20.29	19.53
37	26.56	25.26	22.92	20.88	20.31	19.53
38	26.73	25.32	22.99	20.89	20.32	19.53
39	26.83	25.46	23.06	21.00	20.36	19.53
40	26.88	25.55	23.18	21.01	20.39	19.57
41	26.99	25.66	23.23	21.07	20.41	19.57
42	27.07	25.77	23.26	21.08	20.42	19.57
43	27.18	25.89	23.34	21.14	20.53	19.57
44	27.28	25.99	23.39	21.30	20.59	19.59
45	27.40	26.07	23.51	21.31	20.60	19.59
46	27.47	26.18	23.58	21.38	20.61	19.59
47	27.57	26.25	23.64	21.41	20.62	19.71

PAPERMAKERS' RATES
 (Continued)
 May 1, 1995 - + 1.5% Increase

<u>'LASS</u>	<u>M.T.</u>	<u>B.T.</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
8	27.65	26.36	23.75	21.43	20.64	19.75
9	27.79	26.47	23.79	21.44	20.68	19.76
0	27.84	26.56	23.84	21.54	20.74	19.78
1	27.99	26.59	23.92	21.57	20.80	19.80
2	28.09	26.78	23.99	21.63	20.83	19.81
3	28.16	26.85	24.03	21.67	20.87	19.85
4	28.27	27.89	24.17	21.69	20.88	19.86
5	28.36	27.02	24.26	21.71	20.89	19.89
6	28.41	27.17	24.30	21.74	20.92	19.92
7	28.53	27.25	24.39	21.76	20.98	19.95
8	28.67	27.38	24.47	21.80	21.00	19.99
9	28.76	27.44	24.53	21.87	21.01	20.00
0	28.89	27.54	24.70	21.88	21.03	20.01
1	28.95	27.74	24.74	21.90	21.08	20.02
2	29.06	27.79	24.80	21.97	21.24	20.05
3	29.11	27.84	24.86	22.01	21.28	20.06
4	29.25	27.99	24.93	22.05	21.30	20.10
5	29.35	28.09	25.00	22.08	21.31	20.11
6	29.44	28.17	25.17	22.11	21.36	20.12
7	29.53	28.28	25.24	22.13	21.38	20.15
8	29.67	28.38	25.28	22.19	21.41	20.22
9	29.75	28.43	25.33	22.12	21.43	20.27
0	29.80	28.47	25.36	22.25	21.45	20.28

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 foreman 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 1:00 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.

) Tour Workers

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

Leaving the Job or Plant

1 During Working Hours

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

Punching In or Out

When stopping work and leaving the job employees are required to punch out and to punch in on returning to the job.

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.

5. Accident Prevention

5.1 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.

5.2 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.

5.3 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.

5.4 Accidents

Reports of all accidents must be made to the foreman 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.

5.5 **Po Not Start or Lockout Tags**

The following procedure must be taken to ensure the non-operation of equipment that is shut down for repair or other service for the protection of employees performing that repair or service:

- a) Stop the machinery in the usual manner.
- b) Pull the isolating switch. If location of switch not known, call an electrician who will isolate switch.
- c) (i) Place your own tag on switch. If more than one person working on equipment, each person shall place his/her tag on switch.

(ii) In case of paper machine drives, call electrician who will pull proper switch and attach special blue tag. All workers working will then place their tags on top of blue tag.
- d) The first worker to tag switch shall try start button to ensure that equipment will not operate.

- (e) Each person shall personally remove his/her own tag when his/her part of job complete.
- (f) Where it is not practical for some reason to fully apply this procedure, exceptions may be made on instructions of the superintendent involved.

6. Elevators

All employees using freight elevators for other than freight purposes do so at their own risk.

7. 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.

8. Bulletin Boards

Bulletin Boards for the sole use of the unions will be provided in and about the mill and no union notices shall be posted elsewhere.

9. Management

Superintendents, Foreperson, Security Personnel and office forces are part of the Management of the Company.

APPENDIX "C"

RULES GOVERNING 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 the full optional coverage available.
5. November 1st each year is the effective date and the anniversary date of the Group Life Policy.

APPENDIX "D"

PENSION AGREEMENT
(BOISE CASCADE CANADA LTD. PENSION
PLAN FOR MILL HOURLY EMPLOYEES)

This Agreement made and entered into this 24th day of April, 1979, by and between Boise Cascade Canada Ltd., hereinafter referred to as the "Company," and Local No. 238, Canadian Paperworkers Union, hereinafter referred to as the "Union,"

Witnesseth, That Whereas, pursuant to agreements between the Company and Unions representing certain of its employees, the Company adopted and established a pension plan known and designated as the O-M Pension Plan (hereinafter referred to as the "Plan") effective October 1, 1954, and

Whereas, pursuant to agreements between the Company and the Unions representing employees eligible to participate in said Plan, said Plan was amended in several respects effective October 1, 1959; May 1, 1964; May 1, 1970; May 1, 1973, and

Whereas, by agreement heretofore entered into between the Company and the Union, the Union has accepted and approved said plan as so amended, and Whereas, extended negotiations between the parties during 1978-79 have resulted in an agreement as to certain modifications of said Plan and the parties desire to reduce said agreement to writing.

Now therefore, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed as follows:

I

The Company agrees to amend the Plan to conform in all respects to the Memorandum of Agreement between Boise Cascade Canada Ltd. and Local 238, Canadian Paperworkers Union dated April 24, 1979.

II

The Union accepts and approves the Plan as set forth in Exhibit "A" hereto and all of the terms and provisions thereof. Terms and expressions used in this agreement shall have the same meanings as the said terms and expressions have in the Plan.

III

Neither of the parties shall be required to negotiate or engage in collective bargaining with regard to pension and retirement plans or benefits or disability plans or benefits to be effective while this agreement is in full force and effect and neither of them shall make directly or indirectly any claim or demand with reference to any such matter an objective of or a reason for any strike or lockout or other exercise of economic force or threat thereof while this agreement is in full force and effect.

IV

The parties agree to cooperate in the preparation of such documents and data as may be required for the proper administration of the plan and the submission of the same to the proper governmental authorities for the purpose of registration, establishing that it meets all legal requirements; and establishing the deductibility for income tax purposes of any and all contributions made by the Company and by employees pursuant to the Plan under the provisions of the Income Tax Act; and the parties agree to cooperate in attempting to work out mutually satisfactory amendments to the plan which may be required in order to **do so**. In the event favorable rulings or determinations shall not be procured the Company shall have no obligation to make contributions in support of the Plan and this agreement shall forthwith become inoperative and be of no further force or effect.

V

During the period in which this agreement is in full force and effect the Company will make such contributions to the trustee in support of the plan as it **is** required to make under the provisions of Section 10 of the Plan. The Company may but

shall not be required to make additional contributions in support of the Plan from time to time.

VI

The Company agrees not to amend the Plan or terminate it as to employees represented by the Union while this agreement is in full force and effect, and that if a participant so requests, all discussions with him/her concerning his/her election of an optional settlement or other pension matters shall be carried on in the presence of a Union representative selected by the participant.

VII

This agreement shall go into full force and effect as of May 1, 1978, and shall continue in full force and effect until the next contract reopening, and for succeeding one-year periods thereafter unless written notice of a desire to modify this agreement is given by either party to the other at least thirty (30) days prior to the termination date of the 1978-79 agreement, or any one-year anniversary of said date thereafter. If such notice is given, the parties agree to negotiate as to such modification and this agreement shall continue in full force and effect during the period

of such negotiations and until such time as an agreement is reached as to modification thereof, provided that if either party shall give written notice to the other during or at the end of such period of negotiation of a desire to terminate this agreement, this agreement shall terminate and cease to be of full force and effect on the date specified in such notice which shall be not less than one hundred and twenty (120) days after such notice is given. The termination of this agreement shall not operate in and of itself to terminate said plan, but either party may, in connection with reopening of this agreement and within the terms of this section, take such action as is permissible under the Ontario Labour Relations Act.

VIII

Each contribution made by the Company and each contribution made by an employee who is a participant in the Plan shall on its receipt by the trustee be held by it on the basis that the contribution shall be returned to the Company or to the employee, as the case may be, to the extent that it has not already been utilized in providing benefits under the Plan, if the said contribution is not allowed as a deduction for income tax purposes.

IX

In making this agreement the Union is acting as the authorized representative of all employees of the Company in the bargaining unit represented by the Union, regardless of whether or not they are members of the Union and the terms and provisions hereof shall be binding upon and inure to the benefit of all such employees regardless of whether or not they continue to be members of such bargaining unit or of the Union or represented by it: or in the event another union should become the bargaining representative of the bargaining unit now represented by the Union, the terms and provisions hereof shall be binding upon and inure to the benefit of such other union.

X

Each participant in the bargaining unit represented by the Union who attains age 65 shall forthwith retire. The foregoing provisions shall not be construed or operate in any way to grant to any participant the right to continue employment after his normal retirement date and it is agreed that the Company shall continue to have the right to terminate or retire any such employee the same as though this agreement were not entered into.

XI

Each participant shall, as a condition of employment, make contributions in support of the Plan equal to 4% of his earnings from his employment as a qualified employee less one and eight tenths percent (1.8%) of the earnings on which contributions are made to the Canada Pension Plan.

XII

This agreement supersedes all prior pension agreements between the parties hereto.

In witness Whereof the parties have executed this agreement this 24th day of April, 1979.

FOR THE COMPANY

W. Ryan
Resident Manager — Kenora

FOR THE UNION

Carl S. Stephens
President Local 238
Canadian Paperworkers Union

The above agreement is modified and updated in accordance with the Memorandum of Agreement signed August 6, 1982.

D.J. Kraske
Resident Manager

APPENDIX E

VACATION SCHEDULING-PAPER MACHINE CREWS

Vacations shall be scheduled for Paper Machine Crews in accordance with the following provisions:

1. The following groupings based on "home" classifications are hereby established:

- Group 1 - B.M.T. and Relief B.M.T.'s
- Group 2 - M.T.
- Group 3 - M.T. and B.T.
- Group 4 - B.T.
- Group 5 - 3rd Hands
- Group 6 - 3rd Hands and 4th Hands
- Group 7 - 4th Hands
- Group 8 - 5th Hands
- Group 9 - 5th & 6th Hands
- Group 10 - 6th Hands

2. The following number of employees from each of these groups can be scheduled to take vacations in any given week with the exceptions set forth in paragraphs 3 and 4 below:

- Group 1 - two
- Group 2 - two
- Group 3 - one

Group 4 - one
Group 5 - one
Group 6 - one
Group 7 - one
Group 8 - one
Group 9 - one
Group 10 - one

3. If the number of employees scheduling vacation in any group is less than the number set forth in paragraph 2 above, the number of employees who may be scheduled on vacation in the next lower group will be increased accordingly.
4. If there are remaining unfilled vacancies employees may, at the Company's discretion, be permitted to schedule vacation against a vacancy in a group other than their own.

The Company determination regarding scheduling of vacations against a vacancy in a group other than the employee's own, shall be based upon the need for qualified personnel to fill operational needs.

5. When operations and other circumstances permit, additional applications for vacations may be submitted to the Paper Machine Superintendent.

6. Except in cases of emergency, vacations shall not be cancelled once they have been approved by the employee's supervisor through the supervisor's approval of the Request for Vacation Pay form.

APPENDIX F

DENTAL 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 non-occupational injury or a non-occupational 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 as per the current Memorandum of Agreement.
2. For each procedure in Schedule B, the benefit is 50% of the amount payable according to the Ontario Dental Association Schedule of Fees as per the current Memorandum of Agreement.

3. For each procedure in Schedule C, payment will be made on the basis of 50% of the fee guide for general practitioners issued by the Ontario Dental Association with a lifetime maximum orthodontics coverage not to exceed \$1,000.
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 procedures.
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 of the repair and/or replacement of onlays, inlays and fixed bridgework.
2. Services or supplies that are primarily for beautification.
3. Orthodontia or correction of malocclusion.
4. Any item received before you or your dependent became insured under this coverage.

5. Any **item** furnished by **or** through any government or any subdivision or agency thereof or the charge for which is paid or payable or reimbursable 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.
6. 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.
7. Any charges excluded under General Exclusions.

DENTAL CHARGE LIMITATION:

No payment shall be made unless a dental charge 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 your dentist.

DENTAL PLAN

The Company will provide a dental plan to permanent employees and their eligible

dependents effective during the term of this Agreement.

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 INSURANCE

SCHEDULE "A"

CODE PROCEDURE

Periodontal Services (Diagnosis & Treatment of Gum Tissue)

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

Surgical Services

- 42001 Gingival curettage - per surgical site
- 42002 Gingivoplasty - per surgical site
- 42003 Gignivectomy - per surgical site
- 42100 Osseous surgery - **ostococetomy** and/
osteoplasty, including flap entry and closure
- per surgical site
- 42103 Osseous grafts - single site including flap
entry and closure
- 42104 Osseous 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 periapical 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-
21105 Amalgam restorations
21211-
21215 Bicuspid, permanent anteriors, all primary teeth 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 auxiliary personnel
76210 Fractures - simple fracture of mandible
74408 Removal of growths - not in conjunction

with tooth removal treatment of
tempotomandibular 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 Dentrues (inserted immediately
following the extraction **of** teeth)
52120-
62121 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 relieves - 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 C

INSURED 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 \$1,000 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 outlining the details with respect to malocclusion, diagnosis, treatment plan and applicable fees.

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

Boise Cascade
Canada Ltd.

J. Hartv (sgd)
B. DeBenedet (sgd)

For the Union

Communications,
Energy and
Paperworkers Union
of Canada,
Local 231

D. Pelletier (sgd)
D. Turcotte (sgd)

MEMORANDUM OF AGREEMENT

- BETWEEN -

BOISE CASCADE CANADA LTD., KENORA

- AND -

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

LOCAL 238

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.

Communications,
Energy and
Paperworkers Union
of Canada,
Local 231

J. Hartv (sgd)
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