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# Collective Agreement

Between

Boise Cascade Canada LTD  
Kenora Division

and

International Association of Machinists and  
Aerospace Workers, Kenore Lodge 490

( 109 Employees)

Begins:

05/01/1990

Terminates:

04/30/1993

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LABOUR AGREEMENT

Between

INTERNATIONAL ASSOCIATION OF MACHINISTS (AM)

AEROSPACE WORKERS

KENORA LODGE 490

Hereinafter called "the Union"

- and -

BOISE CASCADE CANADA LTD.

KENORA DIVISION

Hereinafter called "the Company"

My 1, 1990 to April 30, 1993

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1  
LABOUR AGREEMENT

This Agreement is made and entered into this 2nd day of April 1991, by and between Coise Cascade Canada Ltd., hereinafter referred to as "the Company", and Lodge 490, International Association of Machinists and Aerospace Workers, hereinafter referred to as "the Union".

100 PREAMBLE

The mutual interest, of the parties 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 Union to co-operate fully, individually and collectively, for the advancement of these conditions. It is further the purpose of this Agreement that the parties concerned desire to co-operate in establishing and maintaining proper and suitable conditions in the Company which will tend to secure uniform and equitable terms of employment and conditions of labour satisfactory to the Company and the Union, and to insure a proper conduct of the business and relations between the Company and the Union.



The use of the masculine gender in this Agreement shall be considered also to include the feminine.

## 200 RIGHTS OF PARTIES

201 The Union has all rights which are specified in the subsequent provisions of this Agreement and retains all rights granted by law.

202 The Company retains all rights except as those rights are limited by the subsequent provisions of this Agreement. Nothing in this Agreement shall be construed to impair the right of the Company to conduct its business in all particulars except as modified in this Agreement.

203 It is understood that none of the foregoing shall detract from the right of an employee or the Union to lodge a grievance in the manner and to the extent provided in Article 600 - Grievance procedure.

## 300 UNION RECOGNITION & SECURITY

301(a) The Union is recognized as the sole bargaining agent for all employees assigned to perform work such as that described in 301(b).

(h) It is hereby agreed and understood that Lodge 490 of the International Association of Machinists and Aerospace Workers has jurisdiction within the mill premises, power houses and other paper mill properties, over the work of rigging, erecting, dismantling, assembling, repairing, maintaining and installing of all machinery and the parts thereof and the operating of all machines in connection therewith, roll balancing, vibration analysis, and all other work generally recognized as work of the classifications in the bargaining unit.

302. The Company will not contract out work which would normally be performed by members of this bargaining unit, for which the mill is equipped, for which crews are available and which employees are capable of doing and which can be carried out without undue delay. If contracting out becomes necessary, the Company will advise the Union as far in advance as practicable of the work and explain the reason for the contracting. When a contractor is performing work for the Company, he/she will be requested to give preference to such employees under the jurisdiction of the Union as are available and have the necessary skills to perform such work.

- 303 Jurisdictional disputes shall be dealt with by the Unions involved in conformity with the regulations covering such matters as fixed by the A.F.L. - C.I.O. (C.L.C.) or The Ontario Labour Relations Act and shall be so resolved as to not adversely affect the efficiency of Company operations.
- 304 (a) The Company will continue to recognize the crafts set forth in Appendix A to the Agreement in the assignment of work normally performed by employees in such crafts in accordance with past practice. Assignment of work contrary to the foregoing shall be by mutual agreement between the Company and the Union. The maintenance, erection and installation work required on any and all equipment, machines, fixtures, products or buildings, including work performed in Steam Plant, Paper Machines, condensate systems, etc., shall be the sole jurisdiction of Lodge 490 as per past and present practice.
- 304 (b) This Agreement gives the journeyperson pipefitters and apprentices of Lodge 490 the rights over all installation, dismantling, repairing and maintaining of all plumbing and pipefitting systems, all components parts thereof, and shall mean without limitation the handling, fabricating, assembling, erecting, of all pipes and tubing regardless

of composition, whether metallic or nonmetallic, performed within the mill premises, powerhouses and other paper mill properties.

A pipefitter will be assigned on a permanent basis and attached to the instrument mechanic crew.

305 The line of demarkation between the jurisdiction of Lodge 490 and the jurisdiction of the other mill unions shall be in accordance with the presently established jurisdictional lines.

306 Trades Flexibility

(a) Mutual Assistance - Day Workers

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

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

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

**(b) Flexibility - Shift Workers**

**(i)** A tradesperson on shift working alone or as part of a group performs any work within **his/her local's** jurisdiction for which **he/she has** abilities, regardless of **his/her trade**.

**(i i)** The **Company** will provide the necessary training to **implement the changes** described in (a) above in an efficient, **progressive** and safe **manner**.

**(i i i)** The **tradesperson's primary task** is to deal with emergencies occurring during the shift.

**(i v)** Effective with the **implementation** of the **proposed changes**, tradespeople on shift will receive an adjustment of **50¢ per hour** in addition to that **provided** in **306(a)**.

(v) A joint committee will be established to discuss training requirements.

(vi) No tradesperson, apprentice or helper as of the date of ratification of the 1990 labour Agreement will be laid off as the direct result of the implementation of the trades flexibility concept. However, this does not preclude reductions for any other reasons such as reductions resulting from technological changes, market conditions, reductions of operations, partial or total shutdown of a piece of equipment or process, etc., unless such protection is specifically offered by other express provisions of the Labour Agreement.

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

#### 400 UNION MEMBERSHIP

401 An employee assigned to work covered by this Agreement shall, as a condition of his/her employment, apply for membership in the Union within the time limit; set by the Union.

Employees shall maintain membership in con-  
standing in the Union.

- 402 The Company will make a supplementary  
agreement to provide for the deduction of  
regular monthly dues commencing with first  
pay cheque.

#### 500 UNION REPRESENTATION

- 501 The Union my name a Grievance Committee of  
not more than 5 members who shall be  
employees of the Company covered by this  
Agreement.
- 502 The Union my designate and the Company shall  
recognize Shop Stewards in such numbers as  
shall be agreed by the parties hereto to be  
reasonable and proper. The Union shall keep  
the Company informed of the name of each Shop  
Steward and the work area(s) he/she  
represents.
- 503 The Company agrees to compensate, at  
straight-time rates, up to five stewards  
and/or grievance committee people for time  
lost during normal working hours for  
attendance at grievance meetings held under  
the provisions of Article 600, Grievance  
Procedure. The Company will also pay

Union Representatives for time lost during normal working hours for attendance at meetings called by the Company.  
Stewards handling a grievance at S P #1 shall be paid the appropriate rate.

- 504 The Union may designate and the Company shall recognize not more than five (5) members who are employees of the Company covered by this Agreement and who shall constitute a negotiating committee. The function of such committee shall be to meet with Company representatives for the purpose of negotiating a Collective Agreement.
- 505 The Company will handle the payment for wages lost by Union Representatives for attendance at wage negotiations in connection with the re-opening of the Labour Agreement and approved leaves of absence requested by the Union of up to three weeks to attend official union functions, through the Company Payroll Department even though the cost of such wage payment shall be borne by the Union. The Union will reimburse the Company for such payment. The rate of pay shall be the employee's straight-time rate on the last day worked prior to being absent.



600 GRIEVANCE PROCEDURE

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

602 STEP I

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

603 STEP II

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

604 STEP III

If the reply of the Superintendent does not adjust the grievance a meeting with the Regional Manager ~~my~~ be requested within five (5) working days of the Superintendent's answer, otherwise the matter will be closed. The Regional Manager or his/her designate will meet the committee in an attempt to resolve the grievance within ten (10) working days of receipt of a request for such meetings. The International Representative of the Union or his/her designate ~~my~~ be present at this stage. The Regional Manager

shall give **his/her** written decision within five (5) **working** days **following** the aforementioned meeting.

- 605 Any of the time limits **provided** above **may** be extended by **mutual** consent of the parties hereto.
- 606 Matters concerning the application, interpretation or **administration** of the **Agreement** that **concern** a group of **employees** or that **would not normally** fall within the authority of the local supervisors referred to in Steps I and II **may** be **submitted** as a grievance in Step III.

#### 700 ARBITRATION

- 701 In the event the parties are unable to reach settlement of a grievance involving interpretation or application of **any** **provision** of the Labour **Agreement** under the provisions of the Grievance **Procedure** the aggrieved party **may**, within thirty **(30)** calendar days after the **date** of the Regional Manager's written **answer** in Step III, notify **the** other **party of** a desire to **have** the dispute arbitrated by a third party. Failure to provide **such** notification within such

thirty (30) day period shall constitute waiver ~~by~~ the aggrieved party to further consideration of the case.

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

800 DISCIPLINE

- 801 It is agreed that discharge or disciplinary action taken by the Company will be for just cause.
- 802 If an employee is suspended or discharged and is of the opinion that such suspension or discharge was without just cause, he/she may, within five (5) working days of the date of the written notice, file a written grievance at the Regional Manager stage of the grievance procedure. Within seven (7) working days, the Regional Manager will give his/her decision. Suspension or discharge relating to absenteeism shall be processed through the normal grievance procedure.
- 803 In all cases of suspension or discharge, the Company shall notify the employee concerned and the Secretary of the Union promptly in writing, indicating the reason for the said suspension or discharge.
- 804 The Company will give the employee affected and the appropriate Union a copy of any letter of discipline or a written memorandum of a verbal reprimand issued to an employee that is placed in their personnel file.

900 SENIORITY

- 901 (a) A new employee, upon *being* hired or transferred to a position coming under the jurisdiction of the Union, shall be employed on a probationary basis for a period of sixty (60) days worked which may be accumulated over succeeding periods of time. The decision of the Company shall be final within this probationary period regarding continuation of employment.
- (b) During the probationary period referred to in Section 901, the employee shall not accumulate seniority. If the employee is retained after completion of his/her probationary period, his/her seniority shall be computed from the first day of employment, or ninety (90) calendar days prior to the date he/she completed his/her probationary period, whichever is the lesser.
- 902 (a) Any employee who voluntarily leaves the employ of the Company or is discharged for just cause shall lose his/her seniority rights.
- (b) Any employee who has been laid off and fails to report for *duty* within fifteen (15) days

after being called ~~back~~ to work shall lose his/her seniority rights, unless excused for just cause by mutual agreement ~~of~~ the Company and the Union.

- (c) ~~Absence~~ an approved leave shall not interfere with seniority rights provided that such leave ~~does~~ not ~~exceed~~ ninety (90) days except by approval ~~of~~ both the Company and the Union.
- (d) Any employee who is promoted or transferred to a position outside ~~of~~ the bargaining unit shall ~~accumulate~~ seniority in ~~the~~ bargaining unit for a ~~period~~ of up to one year. During this one year period he/she ~~may~~ return to the bargaining unit without loss of seniority. After one year he/she shall forfeit his/her right to exercise his/her seniority to claim a position in the bargaining unit.

#### 1000 LAYOFFS

- 1001 In the case of layoffs, the oldest employee in point of service in the crafts shall be retained.
- 1002 Recalls will be in the reverse order of layoffs.

1003 An employee who has been laid off or transferred from his/her craft shall be given the first opportunity of being recalled into the craft to fill a vacancy.

1004 Employees classified as Helpers shall be shown on a separate seniority list. In the case of a reduction in the work force, the Helpers will be the first to be laid off.

In the case of a reduction in a craft or crafts, Apprentices and Journeypersons in the craft will be laid off in the reverse order of seniority.

#### 1100 VACANCIES

1101 A vacancy shall be considered to exist whenever the Company determines that employees are 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.

1102 All vacancies in jobs or positions coming under the jurisdiction of any of the A.F.L. -



C.I.O. (C.L.C.) unions with which the Company has an agreement, shall be filled in the following manner:

- (a) 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 person for the job or position to be filled.
- (b) In the event members, either employed or laid off, of the Union having jurisdiction over the vacant job or position are not available, then members in good standing of other A.F.L. - C.I.O. (C.L.C.) Unions with which the Company has an agreement, who have been in active service for the Company for at least one year and who are qualified (or equally as qualified as any other applicant) for the job or position to be filled, shall be given preference.
- (c) Notices of vacancies will be posted for seven (7) calendar days on bulletin boards at the time clocks, and the positions will not be permanently filled until seven (7) days thereafter.
- (d) Helpers with one year of service as a Helper shall be placed in the apprentice training Program-

25

(e) The oldest employee ~~m~~ point of service shall be given preference provided he/she ~~has~~ the necessary qualifications to perform the work.

1103 Journeypersons ~~ranks~~ shall be filled ~~by~~ graduates of an appropriate apprentice program or by applicants with equivalent training or qualifications. This shall not limit the Company from hiring qualified outside Journeypersons.

1104 (a) Journeyperson "A" will be promoted to the Journeyperson "A-1" rate following completion of 3 years of Journeyperson "A".

(b) When a helper becomes an apprentice he/she shall continue at the rate of ~~pay~~ which he/she is receiving at the ~~time~~ of transfer until ~~such time~~ as the apprenticeship rate ~~equals~~ his/her rate. ~~The~~ helper will then ~~go~~ on the apprenticeship rate and the normal apprenticeship rates will be applicable during the balance of the apprenticeship.

#### 1200 AUTOMATION

1201 ~~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 setback 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.

1300 SEVERANCE PAY

A permanent employee with one year's

continual 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. Continual 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 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.

#### 1400 UNION LEAVE OF ABSENCE

- 1401(a) The Company will grant short term leave of absence without pay for the purpose of carrying out business for the Local on written or verbal request provided his/her position can be covered without penalty to the Company.
- (b) For the purpose of attending a convention or conference, upon written request by the Union at least ten (10) days in advance, the Company may grant a leave of absence without pay to not more than five (5) employees provided their positions can be covered.

- (c) On written request from the Union, leave of absence without pay for full time Union work may be granted to one member of the Union. Upon completion of his/her mission or one (1) year, whichever is less, he/she will be given re-employment on the basis of his/her continuity of seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment. Continuity of seniority will only be granted to such members upon resumption of employment with the Company. During these leaves of absence the employee will not be eligible for holidays or vacation. The one year leave of absence may be renewable upon written application by the Union.

1402 The Company will continue to co-operate in permitting employees to engage in worthwhile community organization activities.

#### 1500 HOURS OF WORK

1501 Normal Operating Hours

##### Operations

The Company shall have the right to schedule the operation of any or all operating departments without restrictions up to and

including seven (7) ~~days per week~~ except for ~~shutdown~~ holidays as set forth in 1701(a) and such other ~~shutdowns~~ as ~~may~~ be necessary in the judgment of the Company. (For clarification purposes ~~it~~ is recognized that the Mechanical ~~Work~~ Force is not an Operating Department but a Maintenance Service Department.)

1502 Workday and Workweek

- (a) The workday ~~shall~~ begin at the beginning of the first or day shift and shall end at the beginning of the first shift on the following day.
- (b) The workweek shall commence with the first ~~or~~ day shift on Sunday and shall end at the beginning of the first shift on the following Sunday. This provision is not intended to ~~change~~ the schedules presently in effect and merely defines the pay period.
- (c) Normal day or days off will be shown for employees on the weekly schedule posted by 3:00 p.m. Thursday, for the following week. This schedule shall be subject to change with notification of affected employees up to 8:00 am ~~on~~ Sunday on 7-day operation and 8:00 a.m. Monday ~~on~~ operations of 6 days or



less. In the case ~~of~~ maintenance *day* workers the regularly scheduled days of work shall be consecutive.

- (d) A day employee required to work **six (6) hours** or more on Sunday will be given a day off without pay the following Friday.

1503 Hours of Employment and Workweek  
for Maintenance Day Workers

(a) Normal Working Hours

Regular hours of employment for day workers shall be five days of work, eight **(8) hours** per day, forty (40) hours per week, between the hours of 8:00 a.m. to 12 noon and 12:30 p.m. to 4:30 p.m. Employees are to be at their places of employment and ready for work at the hours designated. Day workers are privileged to cease work three (3) minutes before the quitting time for wash-up purposes.

- (b) It is agreed to continue the present application of scheduling the minimum number of maintenance *day* workers required to cover **Saturday** operation. The workweek for the minder of the maintenance *day* crew will

commence on Sunday or Monday at 8:00 am

- (c) With reference to section 1501, the Company will not alter the present work week and days of work for maintenance day workers from the present arrangement; i.e., The work week starts at 8:00 am Sunday or Monday except as follows:

The parties agree that the foregoing does not apply to the type of work which is presently performed by employees involved in running repairs who are presently on a 10-day on and 4-day off schedule.

#### 1504 Tour Workers

- (a) The schedule of hours for tour workers and hours at which tours shall change shall be from 8:00 am to 4:00 p.m., 4:00 p.m. to 12 midnight, 12 midnight to 8:00 am. 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 in some cases it is necessary to effect an "average" workweek. The word "average" shall mean the workweek schedule mutually agreed upon by the Company and the Union.

Roll Grinder

The regular hours for the Roll Grinder shall be from 8:00 a.m. to 4:00 p.m. when it is necessary to grind rolls through noon hour, thus terminating eight (8) hairs' employment at 4:00 p.m. The regular hours of employment other than grinding rolls shall be from 8:00 am to 12 noon and 12:30 p.m. to 4:30 p.m.

- (c) New Journeypersons Millwrights, Helpers or Apprentices set up as Millwrights are to be set up as such in the Wood Roan department and *advance* to the mill proper in accordance with Union seniority as vacancies occur in the various departments, whether such vacancies are temporary or otherwise.
- (d) Maintenance Tour Mechanics
- i) The Company may schedule two (2) millwrights and one (1) pipefitter per shift during the life of this Agreement. If it becomes necessary to add one more position to the tour schedule (during the life of this Agreement) the Company and the Union will discuss the matter,
  - ii) The junior millwrights and pipefitter(s) will be assigned to work tour.

iii) Senior millwrights or pipefitter(s) **my** exercise their seniority **once** every six months to **walk on tour** or return to a day worker as per Article 1503(a), **provided** the **Company** is given one month's notice.

(e) Relief for Tour Millwrights and Pipefitters

It has been agreed that ten regular millwrights and five regular pipefitters in the future **be** replaced for vacations, floating holidays **and/or** sickness **by** the next **ten** junior millwrights and the next junior five pipefitters in the following manner:

Numbering the **twenty** junior millwrights **according** to seniority **from** junior to senior, as **numbers 1 to 20**, **numbers 1 through 10** are the **regular** tour millwrights, **numbers 11 through 20** are their replacements. **Number 1**, the junior tour millwright, is replaced **by** **number 11** the junior replacement, and **so on**, up to **number 10**, the senior tour millwright who is replaced by **number 20**, the senior replacement. If the tour millwright's replacement is unavailable, then the **person** below the regular replacement, in terms of seniority, **becomes** the replacement. For

example: Number 10 is relieved by number 20; if number 20 is unavailable, ~~then~~ number 19 becomes the relief. In the event number 11 is not available to relieve number 1, then the next senior person, number 12, must **take** his/her place. ~~The~~ regular replacement must recompensate the person who takes his/her place by relieving him/her at some future date.

The same system will be followed on a five person basis for the four pipefitters.

This clause 1504(e) will only be applicable should the ~~twelve~~ (12) hour shift agreement become null and void

#### 1505 Reporting With No Work Available

Employees reporting for work on their regular shifts without **having been** notified before leaving their last regular shift or by telephone notification **one** 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. This does not *apply* to an employee who does not have a listed telephone number.

1506 Change in Scheduled Days OffEmployee 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.

1507 Coffee Break

There will be a paid ten (10) minute coffee break in the morning and afternoon of an employee's regular shift. Coffee breaks shall normally be scheduled at 9:30 a.m. and 2:30 p.m. if possible. Coffee breaks during overtime shall be scheduled with the same degree of frequency as employees on regular shifts,

1600 PREMIUM TIME

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

1601 Over 8 Hours of Work

Work performed in excess of eight hours between 8:00 ~~am.~~ Sunday and 8:00 am. Monday, will be paid for at the double time rate, and work performed in excess of eight hours in any other ~~workday~~ shall be paid for at 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 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 wing schedule and thereby works sixteen hours in one day.

1602 An employee who commences work after the start of a regular shift and who is requested by the Company to work beyond the end of such shift shall be paid at the rate of time and one-half for such additional hours.

1603 Over 16 Hours of Work

Any employee required to work on maintenance or repair work for more than sixteen (16) hours shall receive double time after the 16th hour of work and double time shall continue until the job is completed.

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

1604 Outside of Regular Hours(a) (i) Night Work by Maintenance Day Workers

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

(ii) Temporary Night Crew Transition

To facilitate the transition of a temporarily assigned night crew back to day work after completion of emergency



work, and prior to a scheduled workday, the night crew will work one 4 - 12 shift at time and one-half before returning to their regular **day work** on the following day.

(b) Shift Change

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

1605 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**.
- (b) 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** continues into his/her

regular hours of employment, he/she is to be paid at the applicable overtime rate until the job for which the employee was called in is completed.

- (c) 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 minim.
- (d) When a job for which the employee is called in has been completed and if he/she is required to work on one or more unrelated jobs the employee will be paid at the overtime rate until such additional work is completed.

#### 1606 Work on Wires

- (a) *All* employees called in or required to m i n after regular shift for purposes of a wire change shall receive **six (6) hours'** straight-time pay for such work or applicable overtime rate for hours actually worked, whichever is greater. If workers commence to put on a wire before their shift or day begins or continue such work after their tour or day ends, they shall receive **six (6)**

hours' straight-time pay or the applicable overtime rate for hours worked outside their regular shift, whichever is greater.

- (b) Employees putting on wires on their regular shift will receive **six (6) hours' pay**, and two (2) hours will be deducted from their regular hours of work. (Time and one-half will be paid for work on a wire during lunch period 12:00 to 12:30 noon.)
- (c) Employees called in on a wire change shall receive **the applicable overtime rate for time worked on such wire** in excess of two (2) hours except for No. 9 machine when time in excess of four (4) hours will apply.
- (d) **Work on the wire will be considered complete** when the wire is installed on the machine, **has** been run and inspected, and the wire crew is released **by supervision**.

1607 Work on Scheduled Days Off

Employees who work on their scheduled day or days off shall be paid at the applicable overtime rate, except as provided in Section 1506.

### 1608 Overtime

Overtime work shall be ~~on~~ a voluntary basis provided the Company's requirements for work are covered by qualified employees. If sufficient volunteers are not available, the work will be assigned in order of seniority on a rotating basis.

### 1609 Hot Meals

- (a) Hot meals or meal ticket(s) will be furnished to employees who work beyond the end of their regular shift after ~~one~~ (1.) hour of such overtime work and every four (4) hours thereafter. Employees have the following options:
- i) A hot restaurant meal,
  - ii) A meal ticket worth \$5.00,
  - iii) Bring his/her own lunch and receive a meal ticket,
  - iv) Go home for a meal and receive a meal ticket (30 minutes maximum).
- (b) Employees called in shall have the options (i) to (iv) described above after fair (4) hours of work on a call-in and every four (4) hours thereafter.

- (c) When a call-in falls into an employee's meal time (breakfast 7:00 am - 8:00 a.m.), dinner (12:00 - 1:00 p.m.), or supper (6:00 p.m. - 7:00 p.m.), he/she shall receive a meal ticket or have the options mentioned above even though the employees do not work fair (4) hours.
- (d) Employees scheduled, before the end of their last regular shift, to work overtime on Saturday or Sunday, must work eight (8) hours before being subject to this meal policy.

#### 1610 Sundays and Holidays

- (a) 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 1601 and 1603.
- (b) The time interval for Sundays shall be from 8:00 am. Sunday to 8:00 am. Monday.
- (c) A day employee required to work six hours or more on Sunday will be given a day off without pay the following Friday.

1611 Hours of Rest

- (a) Any employee working in excess of sixteen (16) hours in a 24-hour period shall receive time off with pay from his/her next regular shift to the extent such work exceeds sixteen (16) hours. Such time off shall not apply if the starting time of the employee's next regular shift is eight (8) hours or more after the end of the work period.
- (b) A day worker who is called into 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 with employee option as to when on his/her scheduled day shift on the following day to the extent that the hours worked on the call-in fall between the hours 12 midnight and 4:00 am. The punch-in and punch-out times shall be used in administering this section.
- (c) Day workers who are called in and have not been scheduled to work on Sunday and who meet the other requirements set out above will be eligible for sleep time.

1700 HOLIDAYS1701 Paid Shutdown Holidays

- (a) The following paid holidays shall be recognized as shutdown holidays on which plant production shall not be scheduled except through terms of 1701 (b). Maintenance, installation and repair work may be scheduled on all but Christmas shutdown (48 hours) and New Years Day under the terms of section 1706 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's Day	24 hours optional	8 hours
Easter Sunday	24 hours optional	8 hours

Total: 72 hours + 72 hours optional

- (b) New Years Day, Easter Sunday and Canada Day will be recognized as run through holidays. When production is maintained during one of the run through holidays, maintenance tour workers and production tour workers will be

scheduled as per regular operation. Should additional ~~Employees be~~ required, the Company shall post for the necessary volunteers. Preference will be given by seniority. If the Company is unable to obtain the minimum number of volunteers as per regular weekend coverage, 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 am Sunday to 8:00 am Monday.
- (d) It is agreed that the exact shutdown times for each of these holidays will be mutually agreed upon each year.
- (e) Eligibility

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



- (i) They have not been absent **without** permission **on** their last scheduled workday preceding or their first scheduled workday following the holiday, and
  - (ii) They are not absent on official leave of absence **on** the holiday (sick leave shall not be considered **as** official leave of absence), and
  - (iii) They have worked in the thirty (30) calendar days preceding the holiday.
- (f) An employee who does not qualify for a paid holiday because he/she **has** not completed ninety (90) calendar days of service, **will** upon completion of said ninety (90) day period, receive the applicable **holiday pay**.

#### 1702 Additional Holidays

- (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)** additional holidays, each with eight **(8)** hours' straight-time pay at his/her **regular** rate, except as provided in Section 1702(c).

- (b) These additional holidays are to be taken at the convenience of the Company and without interruption of production. These holidays do not apply to those employees on official leave of absence or who are absent from their work without permission on their last scheduled workday preceding or on their first scheduled workday following such holiday.
- (c) New employees hired for summer work or vacation replacement will not be eligible for the additional paid holidays referred to in Sections (a) and (b) until they have completed ninety (90) days of work in a position subject to the jurisdiction of the Union following which time they will be eligible for the applicable holiday pay.
- (d) An employee shall not qualify for more than six (6) floating holidays in any contract year.

#### 1703 Work on Paid Holidays

- (a) Any employee required to work on a holiday set forth in Section 1701, shall receive unworked holiday pay as set forth in Section 1701 in addition to pay at the applicable overtime rate for hours actually worked, and additional day or days off as set forth in Section 1707.

- (b) **Any** employee required to **work** on a holiday provided under Section 1702, after definite dates **had** been **agreed upon**, **will** in addition to being paid at the applicable overtime rate for such **work**, receive a day off at a later date **with** eight (8) hours' straight-time pay.

1704 Holidays Falling During Paid Vacation Period

**An** employee **who** is absent on paid vacation on a recognized holiday for which he/she would otherwise be eligible for holiday pay shall receive the applicable **unworked** holiday pay along with **his/her** vacation pay or at **his/her** option receive a day off with **unworked** holiday pay.

1705 Holiday Pay During Absence Due to Illness or Injury

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

1706 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 Shop Committee agree that the work is of such a nature that it would involve 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 fails under 1706(a) 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 1701(a) and 1706.

- (b) The parties agree that representatives of the Company and the Union Shop Committee shall meet prior to the shutdown holiday, and

discuss both the nature of the work and the number of employees necessary to perform the required work. Suggestions submitted by the Union Committee concerning how the work can be performed and the number of employees required will be given serious consideration. In the event of disagreement under this section the Company may insist on the number of employees required and the Union agrees to supply the names as per 1706(c). As specified in 1706(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 1706(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. The Company shall not implement 1802(m) in assigning employees to work under this Article.

- (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 1706(a) above, the Company may schedule maintenance, installation or repair work which does not conform with 1706(a) above on the shutdown holidays referred to in 1701(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.

1707 Employees working under the applicable clause of 1701 (b) and section 1706 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.

1708 Employees scheduled as per the terms of Section 1608 to report for work two (2) hours preceding the expiry of a statutory holiday to prepare for the start-up of paper machines will be paid six (6) hours' pay at their regular straight-time rate. Crews scheduled in accordance with the early start-up clause will perform work normally associated with such start-ups,

### 1800 VACATIONS

#### 1801 Eligibility

1801.1 Employees 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 with vacation pay equal to fair point eight percent (4.8%) of gross earnings during the previous contract year.

1801.2(a) Employees with twelve (12) months but less than fair (4) years of credited service as of May 1 of any year shall be eligible during the contract year to two (2) weeks' vacation, with vacation pay equal to 4.8% of gross earnings during the previous contract year.

(b) An employee eligible for vacation under Section 1801.2 (a), who completes four (4) years of credited service during the contract year commencing on such ~~My~~ **May** 1, shall become eligible for ~~one~~ additional week of vacation to be taken during the balance of the contract year following completion of four (4) years of credited service, and shall receive vacation pay for this week equal to 2.4% of gross earnings during the previous contract year.

1801.3(a) Employees with four (4) years, but less than nine (9) years of credited service on May 1 of any year shall be eligible during the contract year to three (3) weeks' vacation with vacation pay equal to 7.2% of gross earnings during the previous contract year.

(b) An employee eligible for vacation under Section 1801.3 (a), who completes nine (9) years of credited service during the contract year commencing on such ~~My~~ **May** 1, shall become eligible for one additional week of vacation to be taken during the balance of the contract year following completion of nine (9) years of credited service, and shall receive vacation pay for this week equal to 2.44% of gross earnings during the previous contract year.



- 1801.4(a) Employees with nine (9), but less than twenty (20) years of credited service on My 1 of any year shall be eligible during the contract year to four (4) weeks' vacation with vacation pay equal to 9.6% of gross earnings during the previous contract year.
- (b) An employee eligible for vacation under Section 1801.4 (a) who completes twenty (20) years of credited service during the contract year commencing on such My 1, shall become eligible for one additional week of vacation to be taken during the balance of the contract year following completion of twenty (20) years of credited service, and shall receive vacation pay for this week equal to 2.4% of gross earnings during the previous contract year.
- 1801.5(a) Employees with twenty (20), but less than twenty-five (25) years of credited service on My 1 of any year shall be eligible during the contract year to five (5) weeks' vacation with vacation pay equal to 12% of gross earnings during the previous contract year.

(b) An employee eligible for vacation under Section 1801.5 (a), who completes twenty-five (25) years of credited service during the contract year commencing on such May 1, shall become eligible for one additional week of vacation to be taken during the balance of the contract year following completion of twenty-five (25) years of credited service, and shall receive vacation pay for this week equal to 2.4% of gross earnings during the previous contract year.

1801.6 Employees with twenty-five (25) years of service or more on May 1 of any year shall be eligible during the contract year to six (6) weeks' vacation with vacation pay equal to 14.4% of gross earnings during the previous contract year.

1801.7 Employees with twenty-five (25) years of service who continue such Company service without resignation, retirement or discharge, shall, upon attainment of the following ages, receive the following additional paid vacations to be taken within the twelve-month period following attainment of each prescribed age, with vacation pay equal to 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*.

1801.8 If the vacation pay of 2.4% of gross earnings for any week of vacation under the above sub-sections of this Section 1801 is less than forty-two (42) times the employee's classified rate of pay for employees on an "averagework 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 1803. Employees on a forty (40) hour schedule shall receive forty (40) hours'

vacation pay in accordance with the above.

1801.9 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.

1801.10 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.

1801.11 The term "contract year" shall apply to the period May 1 of any year through the following April 30th of the next year. The term "gross earnings" shall apply to the gross earnings figure for the previous contract year as shown on the Company payroll.

1801.12 Subject to the discretion of Management, consecutive vacation periods, one at the end of an employee's vacation year, and one at



the beginning of the following vacation year, will be permitted when circumstances warrant same.

- 1802 (a) The Company will determine, taking into account mill operating and maintenance requirements, the number of people that will be permitted to take vacation in *any one* department **or** craft during a particular period. The Company agrees to advise **and** discuss these limits **With** the Union.
- (b) Vacations shall be scheduled to commence in accordance with the practices in effect April 30, 1973,
- (c) **No** later than **March 1** of each year **the** Company will **post** in an appropriate place in the **department** a vacation schedule form in which **employees** will indicate their preference for vacation times.
- (d) Vacations taken during the summer months, June 15 to **September 1st**, will **be** limited to two (2) **weeks**.
- (e) **Employee** shall have the opportunity to select their vacation in accordance **with** their seniority in their **department** or craft prior to **April 1**.

- (f) After April 1 but prior to April 15, employees on a "first-come basis" will be entitled to select their vacation under the terms of 1802 (a), (b) and (d) above.
- (g) The Company will post the "completed" vacation schedule no later than April 20 of each year.
- (h) An employee who has not selected his/her vacation prior to April 15th under either 1802 (e) or (f) above shall be allowed to select his/her vacation in accordance with seniority he/she holds in his/her particular department or craft, for any mining open dates considering only the limitation of 1802 (a) and (b).
- (i) Any vacation not scheduled by February 1st of any contract year shall be scheduled by the Company.
- (j) Vacation may not be carried over to the next contract year except as provided in Sections 1801.9 and 1801.10.
- (k) Employees shall be entitled to split their vacations in weekly increments; however, an employee who desires to split his/her vacation or is compelled to split it as a result of 1802 (d), will designate his/her

holiday periods as first choice, 2nd choice, 3rd choice, etc. However, when an employee is compelled to split his/her vacation, he/she will have first choice back on that week.

- (1) An employee's 2nd choice referred to 1802 (k) will also be selected by seniority but after all first choices have been determined. Similarly, 3rd choices will be by seniority after all second choices have been determined and so on.
- (m) Once the vacation schedule has been posted it shall not be changed unless:
  - (i) At the employee's request with the approval of his/her supervisor and subject to the foregoing conditions.
  - (ii) Unforeseen circumstances arise that require a change in an employee's vacation in order to provide sufficient coverage to ensure efficient operation of the mill,
- (n) Any employee shall receive an additional four (4) hours' pay at his/her regular rate for each week of vacation entitlement taken during the period December 1 to April 1 except for the week in which Christmas falls and the week of midterm school break.

### 1803 Vacation Credits

Credited service as **used** in Section 1800 shall be computed in accordance with this Section. **An** employee shall not receive credit for vacation purposes for *any* month in which he/she is compensated for less than twelve days (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 non-industrial accident shall be credited up to a maximum of nine (9) months.
- (c) Ten (10) calendar years from his/her date of hire **with** the Company an employee's anniversary date will be his/her date of hire for vacation benefits. Full vacation credits shall be granted to all employees **who** have ten (10) or more calendar years **with** the Company.
- (d) Employees absent on official Leave of Absence shall be credited for such time **on** Leave of Absence.



1804 Continuous Service for Vacation Purposes

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

- (a) Retirement
- (b) Quit
- (c) Discharge
- (d) Lay-off for twenty-four (24) consecutive months

1805 Employees Recalled From Vacation

Under normal operating circumstances the Company will avoid calling employees back to work who are on scheduled vacation. If it becomes necessary to call an employee back to work after he/she has commenced his/her vacation, and the employee reports for work, he/she will be paid the applicable overtime rate for each day he/she is required to work and he/she will be rescheduled for the vacation days missed at a date satisfactory to the employee.

1900 SICK LEAVE

1901 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.

1902. An employee who has fulfilled the eligibility requirements of Section 1901, 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.
- (d) If, within three (3) working days following return to work from sick leave, an employee is compelled to be absent again due to the same or related cause, the waiting period in (c) above will not apply for any mining

portion of **the five (5) days' sick** leave credit provided for in 1902 above.

1903 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**.

1904 Unused Sick Leave Credits

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

2000 HEALTH AND WELFARE

2001 Group Life Insurance

- (a) **The following amount of Group Life Insurance is available to employees:**

<u>Basic Insurance</u> <u>Paid for by the</u> <u>Company</u>	<u>Supplemental</u> <u>Ins. Available</u>	<u>Monthly Cost</u> <u>to Employee</u>
\$30,000. Grp. Life \$30,000. AD&D	\$30,000. Grp Life \$30,000. AD&D	\$10.50

- (b) Participation in this **Supplementary** **Contributory Group** Life Insurance schedule shall conform with the conditions as set forth in Appendix C to this Agreement
- (c) 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 RCC 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 which is in effect at the time of his/her retirement.
- (d) For those **employees** who retire on or after August 1, 1987, the company will provide fully paid **group** life insurance in the amount of \$4000.00.
- (e) **Employees** hired for **summer work** or vacation replacement will not be insured under this

Section until they have completed ninety (90) days of work in a position subject to jurisdiction of the Union.

- (f) The Company agrees to change the Insurance Booklet where necessary to provide that any employee who goes on LTD benefits on or following the date of ratification, will not have his/her company-paid life insurance reduced

(g) Dependent Life Insurance

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

1. Spouse \$5000.00.
2. Each unmarried child:
  - a) 14 days but less than 1 year of age, \$400.00.
  - b) 1 year but less than 19 years (twenty-three (23) years when a student full time) wholly dependent on the employee for support, \$2000.00.

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

2002 Weekly Indemnity and Long-Term Disability

(a) Weekly Indemnity

The Company shall provide weekly indemnity benefits beginning on the 8th day of absence due to non-occupational injury or illness to a maximum of 26 weeks at 70% of wages. Each claim for weekly indemnity must be supported by a certificate from a doctor licensed to practice medicine or chiropractic.

Successive periods of disability will be considered as one continuous period of disability if they are due to the same or related causes and are not separated by a return to active work for at least 2 weeks. If an employee returns to active work between periods of disability for two weeks or if the periods of disability are due to different and unrelated causes, each disability will be considered separately and benefits will be payable up to 26 weeks for each disability. Benefits will be payable on a 5-day work basis beginning on the 8th day.

The daily benefit will be 70% of the amount arrived at by multiplying the classified rate at commencement of disability by eight (8) hours.

- (b) 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 an active claim arising from a disability that commenced before the effective date of a negotiated general wage increase and such weekly indemnity claim continues after the effective date of the negotiated general wage increase, the said employee shall have his/her benefit, adjusted to reflect the increased rate.

### 2003 Long Term Disability Plan

Arrangements will be made with our insurance carrier to have a flat 20% income tax

deduction made from L.T.D. payments, providing we are in compliance with applicable legislation.

The Company shall provide a Long Term Disability Plan in accordance with the insurance policy covering the benefits. This 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 forty (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 - Effective May 1, 1976.

- (i) ~~Seventy five~~ percent of (a) reduced by any disability payments made under the C.P.P., W.C.B., or any group disability income plan. Benefits are not affected by individually purchased policies.

~~611~~ Effective April 1, 1979, the Company agrees to amend the L.T.D. Plan for any new claim on or after that date ~~whereby~~ the disability



payment under C.P.P. for dependent children will not be offset.

- (iii) Effective January 1, 1984 existing LTD premiums will no longer be diminished by future increases in CPP payments.

As of January 1985 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) The Company agrees to upgrade long term disability payments for all employees who have been continuously disabled for five (5) years or more to reflect the May 1, 1990; May 1, 1991 and May 1, 1992 general wage increases.

(c) Commencement of Benefits

- (i) Eligibility for Long Term Disability benefits shall commence upon exhaustion of Accident and Sickness benefits or 180 days from last day worked prior to disability, whichever is the later.
- (ii) If an employee ceases to draw W.C.B. benefits but is not capable of returning to work 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 credits for vacation purposes or to age 65, whichever is the lesser.

(e) Definition of Disability

Disability means that during the first twenty-four (24) months of any disability, the employee be unable, solely because of disease or injury, to work at any occupation within the bargaining unit, and thereafter, during the continuance of such period of disability that the employee is unable, solely because of disease or injury to work at any reasonable occupation.

Reasonable occupation is an occupation to which an employee is reasonably suited by training, education, or experience, which would not be degrading. Assignment of work will be subject to approval by the Company Medical Director after consultation with the employee's doctor.

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

(f) Exclusions

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

(g) Pension Accrual

While receiving benefits under this Plan the **employee** will continue to accrue full **pension** credits as though still actually working, at no cost to the employee, **based** on the earnings used to **establish** the amount of his/her Long Term Disability.

(h) 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.

2004 Group Medical, Surgical & Hospitalization Insurance

- (a) 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 as **noted** in Section 2004(c), for the **term** of this **agreement**.
- (b) 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 same time within that month.
- (c) Employees hired for **summer work** or vacation **replacement** will not receive the contribution referred to in Section 2004(a) until they have completed ninety (90) days of **work** in a position subject to jurisdiction of a Mill Union.

(d) Absence on Worker's Compensation Claims,  
Weekly Indemnity and L.T.D. 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 L.T.D. benefits. The Company may, after investigation, continue to pay O.H.I.P. and the Company portion of Life Insurance, Dental Plan and Drug Plan premiums beyond the twelve (12) months specified above for an employee who suffers a compensable injury and is in receipt of Worker's Compensation Board benefits.

(e) 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.

2005 Dental Plan

- (i) The Company paid dental plan covering employees will be updated as follows:

Effective date of ratification - 1989

O.D.A. Schedule

Effective May 1, 1991 - 1990 O.D.A.

Schedule

Effective May 1, 1992 - 1991 O.D.A.

Schedule

- (ii) The Company will provide a 50% 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.

2006 Drug Plan

The Company agrees to provide a Prescription Drug Plan effective April 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.

2007 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.

2008 Vision Care

Effective August 1, 1987 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 \$75.00, per family member, in any two consecutive calendar years.

2009 U.I.C. Premium Reduction

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.

2010 Welfare Plan for Dependents

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reasons of their own employment, the Company will extend the coverage under the medical-surgical plan, the health benefit plan and the dental plan for a period of six (6) months, commencing on the first of the month following the month in which the death occurs.

2100 FUNERAL/MEMORIAL LEAVE

- 2101 (a) Persons who have been employees of the Company for a minimum of thirty (30) calendar days shall be entitled to funeral/memorial leave. When death occurs to a member of an employee's immediate family the employee will be granted leave of absence and will be paid for eight (8) hours at his/her regular straight-time rate for up to three (3) consecutive **scheduled** working days lost in the eight-day period beginning with the date of death.
- (b) Members of the immediate family are the employee's wife or husband, common-law spouse, ~~mother~~, father, brothers, sisters,



sons, daughters, ~~step-mother~~, step-father, grandmother and grandfather, mother-in-law, father-in-law and legal ward or guardian. Effective March 28, 1979, funeral/memorial leave will be increased to five (5) days in case of death of the following persons: husband, wife, common-law spouse, son, daughter or stepchildren. Pay will be at straight-time even though one or more of the days of leave occur on Sunday or a paid holiday. Pay will not be granted if the employee does not attend the funeral or memorial service, except in the case of death of a mother-in-law or father-in-law where the employee's spouse attends the funeral or memorial service and the employee is required to remain at home for family reasons. 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.

- (c) Application for this payment must be made by the employee within thirty (30) days after the time lost.

#### 2200 JURY DUTY

2201 Any employee who serves on jury duty or reports for jury duty roll call or who 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 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 or the 8:00 p.m. to 4:00 am 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.

### 2300 WAGES

- 2301 The classifications **and wage** schedule as agreed upon between the Company and the Union is attached hereto as **Appendix A** and **forms a part** of this Agreement.
- 2302 (a) **When** a new **job** classification is established, the Company will determine and assign the appropriate **wage** rate to **such** ~~new~~ classification and the classification and rate shall ~~be added~~ to Appendix A. This **wage** rate will be subject to **adjustment** under provisions of (b) ~~below~~ of this Agreement. **Any** upward adjustment will be retroactive to the start-up date of the new classification up to a **maximum** of six (6) months. The six-month **maximum** will be extended an additional three (3) months if **the** classification is under discussion at the **end** of the six-ninth period.

- (b) Either party shall have the right to discuss local adjustments prior to May 1 of any anniversary of this Agreement. 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 reach agreement on a rate shall result in the matter being carried forward to the next negotiations for resolution.
- (c) The Company agrees to meet the local Union when new job classifications are established and to give full consideration to the Union request at that time.

#### 2400 STRIKES OR LOCKOUTS

2401 No strikes or lockouts shall occur during the life of this Agreement.

#### 2500 SAFETY EQUIPMENT

2501 **Effective** date of ratification the Company will contribute to the cost of safety shoes in the amount of \$40.00 per pair once a year provided the employee wears these shoes while

working in the mill. The Company will supply to employees regularly scheduled to work, an additional pair of safety shoes each year, if required; and the Company will contribute \$40.00 per pair toward the invoice cost of such shoes, if they are damaged during the course of performing his/her normal work. The employee shall present the damaged shoes to the Storekeeper at the time of his/her request for a second pair of safety shoes under this provision. If an employee furnishes doctor certification for the necessity of wearing orthopedic shoes, the Company will contribute 50% of the difference between the orthopedic shoe and the standard safety shoe. Other mandatory safety equipment and apparel will be provided as at present.

#### 2502 Safety Apparel

The Company will supply such safety apparel as safety goggles, hard hats in areas requiring their use, welder's equipment, cotton gloves for use on abrasive jobs and coveralls for protection from heat when working on paper machine dryers. The supply of coveralls is contingent on no future abuse of their use.

2600 CONFERENCE ROOM - NEGOTIATIONS

2601 The Company will ~~pay~~ the cost of the min conference room for negotiations. ~~All~~ other expenses will be to the account of the party who incurred them.

2700 DOMINION AND PROVINCIAL STATUTES

2701 Nothing in this Agreement shall conflict with any Dominion or **Provincial** law.

2800 PENSIONS

2801 Pension benefits shall be provided in accordance with the Collective Agreement covering the Boise Cascade ~~Canada~~ Ltd. Pension Plan for Mill Hourly Employees. Subject to approval by the Ontario **Pension Commission and Revenue** Canada, the Boise Cascade Canada Ltd. Pension Plan for Mill Hourly Employees will be amended so as to provide:

- (a) Mandatory retirement will be age 65.
- (b) Effective May 1, 1983, increase from \$14.00 per month to \$15.00 per month per year of service for credited pension service prior to October 1, 1964.

- (c) The above benefit formula outlined in (b) of this section replace all benefit formula for service prior to October 1, 1964. The 1/24 formula for the period October 1, 1964 to January 1, 1973; the \$2.00 per month supplement from October 1, 1966 to January 1, 1973; and the \$7.50 per month per year of service for the period from October 1, 1964 to September 30, 1966, will continue in effect.
- (d) Pre-Retirement Spouse Death Benefit

Upon the death of a participant at least age 55 with 15 years of service who was an active employee at the time of his/her death and who was married at least one year at the time of his/her death, in lieu of a refund of the deceased employee's contributions, his/her spouse shall be entitled to a monthly retirement benefit calculated as if the participant had retired on his/her date of death and elected a 50% (100%) joint and survivor option.

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

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

(e) Early Retirement Bridging Supplement

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

- 1) For those who retire on or before the attainment ~~of~~ age 60, \$24.00 times the number of years **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.



- 2) For those who retire after the attainment of 60 years of age, \$15.00 times the number of years of Credited Service not exceeding 30, with proportional allowance for completed months.
- 3) For participants retiring after May 1, 1987, and who have attained age 62 or over on May 1, 1987 and who have also completed at least 20 years of service on May 1, 1987, shall receive a bridging supplement of \$18.00 per month for each year of credited service up to a maximum of 30 years. Such bridging supplement shall cease when the participant reaches age 65.
- (f) Early Retirement

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

<u>Age Benefits Commence</u>	<u>Percentage Reduction</u>
58 or older	0%
57	8%
56	16%
55	24%

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

(g) 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.

(h) Employee Mandatory Contributions

Effective the first pay period following date of ratification, the employee mandatory contributions shall be changed to 5% of the employee's earnings for regular scheduled hours worked less 2.2% of the annual maximum pensionable earnings of the Canada Pension Plan. 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 m i e s paid for vacation.

(i) 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.

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.

(j) Minimum Pension

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

Effective *My* 1, 1990, the minimum pension provided under the Plan shall be effective until the later of **April** 30, 1993 or *the* date the applicable Labour Agreement covering the period *My* 1, 1990 through **April** 30, 1993 is terminated under the provision thereof;

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

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

In the event that an employee's earnings in any of the five 12-month periods immediately preceding retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the employee's earnings for that period will be adjusted to reflect his 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, 1990 to April 30, 1993 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 21 years.

(k) 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 on or after May 1, 1987 and prior to the expiry of the May 1, 1990 to April 30, 1993 Labour Agreement. Such adjustment shall be made on January 1 of each year. Employees who retire other than January 1 will receive(d) a pro rata adjustment to change them to January 1.

No further such adjustments will be made following expiry of the May 1, 1990 through April 30, 1993 Collective Agreement.

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).

#### Indexing 2% Formula

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

2802 The Company agrees to discuss changes in the pension text with the pension committee recognizing that any changes required by law will be complied with by the Company.

#### 3000 MILL RULES

3001 It is understood that the application of rules governing mill employees as issued by the Company and attached hereto as Appendix "B" become a part of this Agreement and are subject to Articles 600 and 700.

3100 GENERAL3101 Apprenticeship

- (a) (i) **An applicant must be at least 18 years old.**
- (ii) **An applicant must have a secondary school diploma (Grade XII) or equivalent.**
- (iii) **Preference will be given to present employees who qualify.**
- (iv) **Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized as to terms of Apprenticeship; he/she will be required to sign on to the Apprenticeship Training Program.**
- (b) **The technical training of an apprentice shall be provided through attendance at Government Trade Schools. The number of hours of technical training shall be determined by the Apprenticeship and Tradesmen Qualifications Act 1964.**



- (c) The Company shall provide appropriate correspondence courses for the trade. The apprentice shall bear the cost of such courses but will be completely reimbursed when such courses are successfully completed.
- (d) An apprentice will be allowed four consecutive hours per week at straight-time pay to study during his/her normal work week.
- (e) The Company will pay for books and materials for each apprentice attending Trade School. The apprentice will be paid 40 times his/her regular hourly rate for each week he/she attends Trade School, plus an allowance of \$65.00 per week. The parties to this agreement recognize the Apprenticeship and Tradesman Qualification Act, 1964, as it applies to employees covered by this agreement.
- (f) Tools are essential for tradesmen. Each apprentice shall provide himself/herself with a proper set of tools, according to his/her trade, by the end of his/her apprenticeship.
- (g) An apprentice will rotate through the various trades prior to and between each session at trade school.

- (h) ~~When~~ a helper is selected as an apprentice and has an hourly rate in excess of the apprenticeship rate, the newly selected apprentice shall stay at the higher rate until the apprenticeship rate catches up.
- (i) When a special job comes up an apprentice or, where practical, apprentices in the trade concerned, will be given an opportunity to work on that job.
- (j) The Company will supply a signed Certificate of Apprenticeship upon successful completion of the apprenticeship.
- (k) The parties to this Agreement recognize the Apprenticeship and Tradesmen Qualifications Act 1964, as it applies to employees covered by this Labour Agreement.
- (l) An Apprenticeship Committee will be maintained, being composed of:
  - (i) the Regional Manager or his/her designate.
  - (ii) the Human Resources Manager or his/her designate.

- (iii) a representative from each trade in the Union designated by the Union.

The Committee will deal with such things as checking on course progression, the overall progress of the apprentice and the solving of related problems which may arise.

The Committee shall meet as necessary, but at least once every three months. Furthermore, this Committee shall be involved in regard to special and upgrading courses for Journeymen.

- 3102 The Company agrees to provide lockers for employee's clothing and personal effects. Double lockers or two single lockers will be provided for crew members.

### 3103 Tools

- (a) Workers generally will be expected to provide the tools of their trade. The Company will supply test equipment, heavy socket sets 1/2" drive and over, and such tools as those not generally expected to be provided by the workers. Tools and parts may be purchased at cost through Mill Stores. (Existing practices and ground rules to be continued.)

- (b) **Metric Tools --** At present, the Company is making metric tools available to employees on a loan-and-return basis where these are required. Should tradespeople be required, as a condition of employment, to purchase his/her own metric tools, the Company will notify the Government so that the employee may benefit from the Government subsidy of 50% of the replacement cost. In addition, the Company will pay 50% of the mining replacement cost.
- (c) **Lost or Broken Tools -** Tools lost in an inaccessible place or broken in the course of performing regular work for the Company will be replaced as is our customary practice. Any such loss or damage must be brought to the attention of the employee's immediate supervisor as soon as practical and before the end of the day during which the loss or damage occurred, so that a proper claim for replacement can be processed.

#### 3104 Publishing Labour Agreement

The Company agrees that it will reproduce the Labour Agreement in booklet form and provide the Union with sufficient copies for its membership and Union's administration.

100

3105 Bulletin Boards

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

3106 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** **my** 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.

**3107 Helpers**

All references to helpers being **temporary** is deleted.

- b) Helpers will **move** into the Apprenticeship Program **as required** whether in the **mechanical department at that** time or back into their basic department.
- (c) In order to **min** in the **department**, helper; must successfully **complete** the apprenticeship course **in whatever** trade they are assigned.
- (d) Helpers cannot **min** in the **department** on a permanent basis.

**3108 New or Modified Equipment**

**If and when** new or modified **equipment** coming under the jurisdiction of the Union is installed, the **Company** will train **members of the Union** to service, maintain or operate such **equipment** before taking on **new hires** to **perform** such work.

**3109 Lodge 490, I.A.M.,** has **agreed** to the transfer of **journeypersons** from other crafts in the **mechanical** trade to **reinforce** the welders and

garage mechanics. The Union **has** requested that our selection be made by application. **The** positions will be open to employees presently employed as journeypersons in the Kenora Mechanical Department, seniority considered. Applicants must be prepared to take the training necessary to obtain a certificate of qualification according to government standards.

The Company will not jeopardize the job security of *any* employee who transfers to the other crafts, therefore the rules pertaining to this move will **be** established **by** a committee of Union and Management personnel.

Guidelines **established by** committee:

1. Probationary period as clause 90] in the contract: applicant will accrue seniority in both crafts during this time.
2. After transfer to these crafts, position will **be** considered permanent until applicant is transferred **back** to his/her regular craft.
3. Applicant will transfer back to the line of seniority in regular craft.



4. Applicant will be Junior person in the craft applied for.
5. *All* provisions of the contract will be met under this application.
6. The Company will pay all costs and benefits while in training.
7. Applicant's rate of pay will *min* at the rate he/she would **normally** receive.

Exception: Lead hand rates will revert to journey person rate.

The above rules will be reviewed on request of Union or Management.

This clause will remain in effect for the term of this Labour Agreement and the language will be removed from the Labour Agreement ~~when~~ the current **Labour** Agreement expires except for the following sentence which will *min* in the Labour Agreement:

In the event of a lay-off employees who have transferred to other crafts in the mechanical trade will retain their seniority in their previous craft.

3200 SPECIFIC PERFORMANCE

3201 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or for the enforcement of any breach.

3202 It is understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

3300 HAZARDOUS CONDITIONS

3301 The Company will pay a premium of fifteen cents (15¢) per hour:

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

- (d) When an employee is using a metalizing gun.
- (e) Fiberglassing.
- (f) Welding or burning galvanized material.
- (g) Brazing.
- (h) When handling of Pyranol in open vessels.
- (i) Handling chlorine.
- (j) Operation of Hiltiguns.
- (k) When working inside paper machine dryers.

3302 Employees paid the above premium in 3301 shall be paid a minimum of eight (8) hours.

3303 It is agreed that time and one-half will be paid for the day of the climb, to employees required to climb and work on water tanks and radio towers. In order to qualify for this premium an employee must climb to a height of fifty (50) feet or more.

3304 High Voltage and Motors in Operation

When making changes or repair; on motors while in operation or on circuits carrying a voltage of 550 volts or more, not less than two journey persons shall be employed on such change or repairs.

3400 DURATION AND RE-OPENING

3401 The Company and the Union agree ~~one~~ with the other that **they** will abide by the articles of this Agreement from May 1, 1990 to April 30, 1993 and from year to year thereafter, unless changed through mutual agreement.

3402 Either **party** to this Agreement shall have the right to ~~open~~ negotiations for changes therein by the serving of written notice upon the other party at least thirty (30) days but not more than ninety (90) days prior to the expiration date of this Agreement.

Signed this 2nd of **April** 1991 at Kenora, Ontario.

FOR THE COMPANY

FOR **ME** UNION

Boise Cascade Canada  
Ltd.

International Association  
of **Machinists**, Local 490

J. Harty (sgd)

Richard Frenette (sgd)

J. Strongman (sgd)

**Brent** Taylor (sgd)

R. Moyer (sgd)

**Brian** Gan (sgd)

R. Fillion (sgd)

APPENDIX A  
BOISE CASCADE CANADA LTD.  
KENORA DIVISION

WAGE SCHEDULE  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS - LODGE 490

		↓ May 1 1989	May 1 1990 +85¢	+50¢	May 1 1991 +5½%	May 1 1992
Millwr	Mech Foreman	21.62	22.47	22.97	24.23	25.56
Weldst	Lead Hand	20.74	21.59	22.09	23.30	24.58
Pipeftr	Sr Mech Jry	20.64	21.49	21.99	23.20	24.48
Welder	A-1	20.23	21.08	21.58	22.77	24.02
Pinsm	Jrym A	19.98	20.83	21.33	22.50	23.74
Gar Mech	Base Rate B	16.87	17.72	n/a	18.69	19.72
Blacksm						

- Tool Crib Person and Slitterperson and Pipecoverer - payment to be at the rate for which the individual has qualified.
- A Garage Mechanic with two (2) tickets - 25¢ per hour.
- I.R.D. adjustment - 25¢ per hour.

- (d) The senior shop welder will be paid at the lead hand welder classification.
- (e) Tour millwright(s) and/or tour pipefitter(s) - whenever a millwright or pipefitter becomes a tour millwright or tour pipefitter, he/she shall receive a premium of fifteen cents (15¢) per hour above the individuals classified rate of pay.
- (f) Dirt Pay
- (i) Employees permanently assigned to the Sulphite Mill and Steam Plant will receive dirt pay of twenty-five (25¢) per hour in addition to their regular rate of pay.
- (ii) Employees who are assigned on a temporary basis of more than eight (8) hours will also receive this dirt pay premium.

May 1 1989	May 1 1990		May 1 1991	May 1 1992
	+85¢	+50¢	+5½%	+5½

<u>Helpers</u>					
→ <u>Base</u>	15.90	16.75	n/a	17.67	18.64
After 1 year	16.15	17.00	n/a	17.94	18.93
After 2 yrs	16.45	17.30	n/a	18.25	19.25
After 5 yrs	16.58	17.43	n/a	18.39	19.40

Apprentices shall receive wages based on Journeyperson A rate as follows:

<u>APPRENTICES</u>	<u>May 1 1989</u>	<u>May 1 1990</u>	<u>May 1 1991</u>	<u>May 1 1992</u>
Year 1 - 75%	14.99	16.00	16.88	17.81
Year 2 - 80%	15.98	17.06	18.00	18.99
Year 3 - 85%	16.98	18.13	19.13	20.18
Year 4 - 95%	18.98	20.26	21.38	22.55

#### Supervisory Replacement

During the period an employee replaces a Salaried Supervisor at the request of the Company, he/she shall receive fifty cents (50¢) per hour above the highest rated employee he/she supervises.

#### Shift Differential

Effective May 1, 1989 a shift premium of forty cents (40¢) will be paid for all hours worked during the 4-12 shift and fifty-five cents (55¢) for all hours worked during the 12-8 shift to all tour employees working these hours.



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

#### Temporary Transfers

Any Helpers performing Mechanic's work during absence of the Mechanic shall receive Mechanic's base rate of pay.

When and as an employee is called upon to work at an occupation which has a higher scheduled rate of pay than that at which he/she is regularly employed, he/she is to be paid at the scheduled rate for the type of work performed.

#### Paper Mill Week-end Coverage

Employees assigned to continuous coverage schedule will receive a premium of ten cents (10¢) p a hour while so assigned.

#### Special Training Course Premium

Journeyman A-1 who successfully completes a prescribed course will be assigned to the senior Mechanical Journeyman classification.

The aforementioned courses will be established by the Apprenticeship Committee within their craft.

The parties agree that these courses of instruction are designed to upgrade the skills of A-1 Mechanics in some specialized technologies or skills whereby interested A-1 Journeypersons can then qualify for the Senior Journeyperson classification. It is further understood that employees who receive the Senior Journeyperson rate may be required to use these special skills as necessary.

All Journeypersons shall be given the opportunity to take one of the prescribed courses mentioned above during their employment as a Journeyperson. Journeypersons A-1 who have completed the prescribed course will be eligible to be promoted to the Senior Mechanical Journeyperson classification.

If through no fault of his/her own a Journeyperson A-1 has not completed a prescribed course prior to becoming an A-1, he/she shall be promoted immediately on successful completion of such course and shall be paid Senior Mechanical Journeyperson rate retroactive to the day he/she had qualified as an A-1 Journeyperson.

Time Off for Writing Examinations

Time off with pay will be provided to maintenance employees writing qualifying examinations for initial certification required in their occupation during scheduled working hours. Such pay will be at the employee's straight time rate and limited to time lost from work up to a maximum of eight hours.

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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 wady to begin work at 8:00 am and 12:30 p.m.

(b) NIGHT WORKERS

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

(c) TOUR WORKERS

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

1.3 Unable to Report

Should a tour worker be unable to report for work at the beginning of his/her shift he/she shall make satisfactory arrangements with his/her partners and notify the 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.

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

## 2. LEAVING THE JOB OR PLANT

### 2.1 On Arrival of Mate

- (a) At the end of a shift, no tour worker shall leave his/her place to wash and dress until his/her mate has changed his/her clothes and reported to take on his/her responsibility of the position.
- (b) If a tour worker does not report for his/her regular shift, his/her mate shall notify the department superintendent or foreman. He/She shall then remain at his/her post until a substitute is secured.

### 2.2 During Working Hours

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

## 3. PUNCHING IN AND OUT

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

#### 4. 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 foreman 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 foreman 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 foreman will make up an accident report in duplicate for the superintendent.

## 6. ELEVATORS

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

## 7. FIRE PREVENTION

All employees are expected to 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 direction of the superintendent.



8. EMPLOYEES RECOMMENDATIONS

Recommendations and suggestions from employees tending to improve the operation, efficiency, safety or other conditions throughout the plant are welcomed by the Management and will receive every consideration.

9. 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.

10. ABSENCE FROM WORK

10.1 Reducing Absenteeism

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

10.2 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 Article 600 (Premium Time), will be subject to the applicable Mill Rules. Disciplinary action under these rules and regulations shall be subject to the grievance procedure.
- (b) **Should** investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:
  - (i) First case - Instruction and warning.
  - (ii) **Second** case - Instruction and up to 3 days' layoff.
  - (iii) Third case - Instruction and layoff subject to discharge.
- (c) It is understood that should an employee have a clear record for a full twelve-month period between steps 1 and 2, or steps 2 and 3, or after stage 3, his/her record shall be considered clear.

- (d) Should the **unarranged** absence of an **employee** be of sufficient length, or the reasons for the absence be of such nature to indicate irresponsibility in the individual concerned, **management** ~~my~~ 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.

### 10.3 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 ~~my~~  
send the returning employee home when he/she  
reports for work.

If an employee has been absent from work  
without arrangement, or without notice under  
clause 1.3, paragraph 2, he/she shall report  
to his/her superintendent for instructions  
before returning to work.

## APPENDIX C

RULES GOVERNING PARTICIPATION IN M E  
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 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

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 nonoccupational injury or a **nonoccupational** disease.

## HOW MUCH IS PAYABLE

1. For each procedure in Schedule A, the benefit percentage is 100% of the **amount** payable according to the 1989 Ontario Dental Association Schedule of Fees for Dental Procedures by General Practitioners: Date of ratification - the 1989 O.D.A. schedule of fees; May 1, 1991 - the 1990 O.D.A. schedule of fees and May 1, 1992 - the 1991 O.D.A. schedule of fees, according to the current Memorandum of Agreement.
2. For each procedure in Schedule B, the benefit is 50% of the **amount** payable according to the

1989 Ontario Dental Association Schedule of Fees for Dental Procedures by General Practitioners and date of ratification; May 1, 1991 - the 1990 O.D.A. schedule of fees and May 1, 1992 - the 1991 O.D.A. schedule of fees according to the current Memorandum of Agreement.

3. Maximum lifetime payment for Schedule C will be \$1,000.00.
4. For all procedures in a calendar year, the total benefit payable shall not exceed the calendar-year maximum of \$1,000.

#### **EXTENSION OF BENEFITS**

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



**WHAT ARE "COVERED DENTAL EXPENSES**

The charges made for any of the following:

1. Extractions.
2. Fillings.
3. Oral surgical procedures and necessary preoperative treatment during hospital confinement and customary postoperative treatment furnished in connection with oral surgical procedure.
4. Anesthesia and its administration in connection with oral surgical procedure, extractions or other covered dental services.
5. Dental x-rays.
6. Treatment of periodontal and other diseases of the oral cavity.
7. Root canal therapy.
  - a. 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 chart satisfactory to the insurance carrier and without *expense* to it is submitted. Such dental chart shall indicate prior extractions and shall be completed by the attending dentist at the time you or your dependent first visit the dentist on or after the date you or your dependent become insured.

**PREDETERMINATION OF BENEFITS**

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

Predetermination **requirement** does not apply to courses of treatment under \$100 or to emergency

treatment, oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays.

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

#### DENTAL CLAIMS

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

#### DENTAL ▾ ▾

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

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

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

DENTAL EXPENSE INSURANCESCHEDULE "A"

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

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

Adjunctive Periodontal Service

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

Endodontic Services (Diagnosis and Treatment of Pulp and Root Canals

Pulp Capping

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

Pulpotomy

- 32201 Vital pulpotomy - permanent anterior or bicuspid



- Root Canal Therapy
- 33100 Once canal, fully developed root  
Pulpectomy - once 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- Amalgam restorations
- 21105
- 21211- Bicuspid, permanent anteriors, all primary teeth Amalgam Restorations
- 21215 permanent

21221-	
21225	Molars
21301-	
21305	Silicate cement and direct resin restorations
	<u>Surgical Services - Removal of Teeth</u>
	<u>Removal of erupted tooth (uncomplicated)</u>
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
	<u>Anaesthesia Services (General anaesthesia - separate anaesthetist)</u>
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 temporomandibular joint (repositioning of dislocated jaw)
79104	Sialolithotomy (opening of salivary duct)

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SCHEDULE "B"

Prosthetic Services

- 51100-  
51110 Complete maxillary (upper) or mandibular (lower) denture
- 51120 Complete maxillary and mandibular dentures remount and equilibration (dentures repaired to establish new bite)
- 51320 Immediate Dentures (inserted immediately following the extraction of teeth)
- 52120-  
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 ServicesOrthodontic 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 there included in the fabrication of an appliance - per unit of time
	<u>Active Orthodontics Removable</u>
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 \$1,000.00.

ORTHODONTIC SERVICES

Consultations Pretreatment diagnostic services  
 Diagnostic Models, X-rays Cephalometric work-  
 up preventive and Interceptive Orthodontics  
 Habit Inhibiting **Space** Regaining **Space** Maint-  
 enance Cross Bite Correction, etc. Corrective  
 Orthodontics **Removable** and **Fixed** Appliance  
 Therapy Retention

PLEASE NOTE:

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

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

MEMORANDUM OF AGREEMENT

Between  
BOISE CASCADE CANADA LTD.  
and  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS, LODGE 490

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, 1990 for an additional three (3) years, through to April 30, 1993, subject to the following amendments contained in the Company's final 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.

ITEMS AGREED UPON AT MAIN TABLE NEGOTIATIONS1. Term of Agreement

Change as necessary in contract to reflect the 3 year term - Effective **by 1, 1990** through April 30, 1993.

2. General Wage Increase

Effective **My 1, 1990** an 85¢/hour general wage increase

Effective **by 1, 1991** a 5½% general wage increase

Effective **May 1, 1992** a 5½% general wage increase

3. Shift Differential (Effective 5/1/91)

Increase the shift differential for the 12:00 p.m. to 8:00 a.m. shift **by 5¢** from 55¢ to 60¢.

4. Running Time (excluding O.P.E.I.U. 488)

- (a) 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) The company will notify the unions no later than ninety (90) days prior to each statutory holiday of its decision to shutdown on that holiday.

(c) Unworked holiday pay will be as follows:

New Years Day	8 hours
Easter Sunday	8 hours
Canada Day	8 hours
Labour Day	8 hours
christmas Day	<u>24 hours</u>

56 hours

(or as per present 12 hour shift agreements)

(d) Should the company notify the union of its intention to shutdown on the following holidays, the shutdown period will be as follows:

New Years Day	24 hours
Easter Sunday	24 hours
Canada Day	24 hours

(e) Pay practices as follows:

- Statutory ~~Holiday~~ pay
- Double ~~time~~ for all hours worked
- One day off with pay for work performed between the fourth and twelfth hours
- Two days off with pay if twelve hours or over is worked
- Twelve hour shift agreements will be as follows:

12 hour shift payment - an employee covered under a 12 hour shift agreement working a 12 hour shift on a statutory holiday will receive one *day* off with 12 hours pay at a later date. (excluding I.A.M. 490, I.B.E.W. 559, & I.B.E.W. 1744)

5. Trades Flexibility (excluding O.P.E.I.U. 488, C.P.U. 238, C.P.U. 306, I.R.E.W. 559, I.B.E.W. 1744)

(1) Mutual Assistance-Day Workers

Tradespersons are normally assigned tasks that are related to their basic trade. However, employees of different trades that are organized as a team to complete a specific job within his/her local's

jurisdiction will assist each other to the fullest of their capabilities to expeditiously complete the required task.

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

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

- (2) Flexibility-Shift Workers
- (a) A tradesperson on shift working alone or as part of a group performs any work within his/her local's jurisdiction for which he/she has abilities, regardless of his/her trade.
  - (b) The Company will provide the necessary training to implement the changes described in (a) above in an efficient, progressive and safe manner.
  - (c) The tradesperson's primary task is to deal with emergencies occurring during the shift.
  - (d) Effective with the implementation of the proposed changes, tradespeople on shift will receive an adjustment of 50¢ per hour in addition to #at provided in (1).

- (e) A joint committee will be established to discuss training requirements.
  - (f) No tradesperson apprentice or helper as of the date of ratification of the 1990 Labour Agreement will be laid off as the direct result of the implementation of the trades flexibility concept. However, this does not **preclude** reductions for any other reasons such as reductions resulting from technological changes, market conditions, reductions of operations, partial or total shutdown of a piece of equipment or process, etc. unless such protection is specifically offered by other expressed provisions of the Labour Agreement.
  - (g) The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this flexibility.
6. Day Workers (excluding Kenora)

The regular working day for day workers shall be eight (8) hours per day from 8:00 am to 4:00 p.m., inclusive of a thirty (30) minute lunch break and one fifteen (15) minute coffee **period** in the a.m.



7. Vacation Pay

Effective the first Sunday following ratification amend the vacation pay provision of the collective agreements to provide for a vacation pay calculation increase from 2.0% to 2.4%.

8. Health and Welfare Plans(a) Pension1) Retiree Pension Adjustment

"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). See attached example.

2) Early Retirement - Bridging Supplement

Increase the \$22.00 to \$24.00

3) Employee Mandatory Contributions

Change the 1.8% to 2.2%

4) Minimum Pension

Update clause to reflect new contract dates of ~~My~~ 1, 1990 through April 30, 1993

5) Post-Retiwent Adjustment

Update clause to reflect new contract dates of ~~My~~ 1, 1990 through April 30, 1993

~~Change~~ adjustment date from the 12-month anniversary of the participants retirement date to January 1st of ~~each~~ year. ~~Employees~~ who retire other than January 1 ~~will~~ receive (d) a pro-rata adjustment to ~~change~~ them to January 1.

(h) Blue Cross Semi-Private Coverage

Effective first 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 coverage.

(c) Welfare Plans for Dependents

~~When~~ 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 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 the death occurs.

(d) Dental Plan

Update the ODA schedule as follows:

Effective date of ratification - 1989 ODA schedule

Effective *My* 1, 1991 - 1990 ODA schedule

Effective *May* 1, 1992 - 1991 ODA schedule

9. Bereavement Leave

**Change** the name of the clause to "Funeral/Memorial Leave" and change the words "Bereavement Leave" to "Funeral/Memorial Leave"

10. Long Term Disability

The Company agrees to upgrade long term disability payments for all employees who have **been** continuously disabled for five (5) years or more to reflect the *May* 1, 1990, *May* 1, 1991 and *May* 1, 1992 general wage increases.

11. Safety Equipment

Increase safety shoe allowance to \$40.00

12. Job Security (excluding 490, 771, 1744, and 559)

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

13. Place the following in the Labour Agreements:

"The company will print enough contract books for the union in a number equal to its current membership plus enough for the local union's administration (to be declared by the local union prior to printing).

The company agrees to administer the pension plan in accordance with the Teplitsky arbitration award dated 4/18/89.

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

14. For Memorandum of Agreement Only:

This Memorandum of Agreement will be placed in the back of the 1990 Labour Agreement.

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