COLLECTIVE AGREEMENT

between

WEYERHAEUSER COMPANY LIMITED (hereinafter referred to as "the Company")

and

INDUSTRIAL WOOD & ALLIED WORKERS OF
CANADA
(I.W.A. CANADA)
LOCAL 2995
(hereinafter referred to as "the Union")

TERM: May 1, 2002

to

April 30, 2007

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THIS AGREEMENT entered into this **14th** Day of **February**, **2003**

BETWEEN:

WEYERHAEUSER COMPANY LIMITED

Incorporated under the Laws of the Province of Ontario, (Hereinafter referred to as the "Company")

OF THE FIRST PART,

- and -

INDUSTRIAL WOOD & ALLIED WORKERS OF CANADA (I.W.A. CANADA), LOCAL 2995

(hereinafter referred to as the "Union")

OF THE SECOND PART,

WITNESSETH that the parties hereto agree as follows:

The general purpose of this Agreement is to maintain mutually satisfactory relations between the Company and its employees, with respect to safety, working conditions, hours of work, wages, the provision of a means for the prompt disposition of grievances for employees, economy of operation, quality and quantity of output and protection of property. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively for the advancement of the conditions set forth herein.

ARTICLE 1

MANAGEMENT RIGHTS

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

1.02 The Company reserves any and all of its rights, which have not been modified, limited, restricted, or released in this Agreement.

1.03 The Company agrees to exercise its rights in a manner consistent with the provisions of this Agreement.

ARTICLE 2

DURATION OF AGREEMENT

2.01 This Agreement will become effective as of **May 1, 2002** and shall remain in effect until and including **April 30, 2007**.

2.02 Either party may, during ninety (90) days prior to the expiry date of this Agreement, give notice in writing to the other party of its desire to commence negotiations with a view to renewing this Agreement.

ARTICLE 3

UNION RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agency for all employees of the Company in the Town of Chapleau, save and except foremen, persons above the rank of foreman, office and sales staff and students employed during the school vacation period in accordance with the Certificate issued by the Ontario Labour Relations Board, dated December 14, 1990.

3.02 The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 3.01 above.

3.03 Supervisory personnel shall not perform work which has normally been a function of an employee in the job classification covered by this Agreement, except when instructing employees or cases which involve physical danger to employees or danger to property or in the form of casual assistance and spell off at coffee breaks and lunch periods.

in writing within ten (10) days of hiring or terminating any employee.

3.05 It is agreed that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union affiliated with the C.L.C.

ARTICLE 4

WAGE RATES AND CLASSIFICATIONS

- 4.01 The Wage Schedule is attached hereto and forms part of this Agreement.
- 4.02 An employee who is assigned to a higher rated job classification will be paid the basic hourly rate for such job classification. An employee who is assigned to a lower rated job classification, shall continue to receive his regular basic hourly rate, except in the case of displacement due to a reduction in the work force, or to demotion.
- 4.03 If a new job classification is established or if an existing job classification is substantially changed, the Company will consult with the Union concerning the nature and scope of the change or of the new classification and the new wage rate assigned thereto prior to the implementation by the Company.

4.04 Effective date of ratification increase to (35¢) cents per hour and May 1, 2000 increase to (40¢) per hour for hours worked by employees who are on swing shifts. Shift differential will apply to Road Operations employees affected during snow plowing season who, due to weather conditions, are required to start work before 6:30 a.m.

The shift differential will be paid only on those hours worked before 6:30 a.m.

ARTICLE 5

NO DISCRIMINATION

5.01 Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union, shall as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event the Union intends to suspend a member for failure to pay dues, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.

5.02 New employees shall make application to join the Union after ten (10) days of employment. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment. It is understood that secondary and post-secondary students employed in a job classification as set out in Appendix "1" will not be allowed to accrue seniority. They shall, however be required to make application to the Union

as per Article 5.02.

5.03 The Union steward and/or committee members will be permitted to deal with union business on coffee breaks or lunch time, in the Company's lunchrooms.

5.04 The Company shall put employees on checkoff three (3) days after hire or upon return to work and deduct the Union monthly membership dues from monies due him.

5.05 Remittance of all deductions shall be sent to the Local Union, said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, with names and amounts. The Company will send these lists not later than the end of the following month. For each individual employee who is a member of the Union or becomes a member, the Company will, on his behalf or upon written notice by the Union, pay Union initiation fees or/and monthly membership dues from monies due him.

5.06 The Local Union shall furnish the Company with a list of Local Officers and Representatives and shall amend such list as changes occur.

5.07 The Company will furnish a list of supervisory personnel to the Union office and will amend such list as changes occur. Failure to advise the Union of such changes will not in any way affect the authority of supervisors.

ARTICLE 6

VACATION WITH PAY

- 6.01 An employee with more than six 6 months but less than twelve (12) months seniority may take one (1) week of vacation.
- 6.02 As a premium each employee will receive \$60.00 for each week of vacation taken. Effective May 1, 2004 the vacation premium will increase to \$70.00 for each week of vacation taken. Effective May 1, 2006 the vacation premium will increase to \$80.00 for each week of vacation taken.
- 6.03 Vacation with pay credits shall be paid on the following basis:
- (a) more than one (1) but less than three (3) years seniority four (4%) percent of the gross earnings in the preceding year;
- (b) more than three (3) but less than seven (7) years seniority six (6%) percent of gross earnings in the preceding year;
- (c) more than seven (7) but less than fifteen (15) years seniority eight (8%) percent of gross earnings in the preceding year;
- (d) more than fifteen (15) but less than twenty-one (21) years of seniority ten (10%) percent of gross earnings in the preceding year.

- (e) more than twenty-one (21) but less than thirty (30) years seniority twelve (12%) percent of gross earnings in the preceding year.
- (f) More than thirty (30) years seniority fourteen (14%) of gross earnings in the preceding year.
- (g) An employee who is over sixty (60) years of age and who has worked for the Company for more than twenty-three (23) years shall receive an additional week of vacation per year with pay at two (2%) percent of gross earnings in the preceding year to age sixty-five (65).
- 6.04 Each two (2%) percent increment of vacation pay entitles an employee to one (1) week of time off.
- 6.05 Employees will be expected to take at least two (2) weeks of vacation during the summer vacation shutdown scheduled in July and/or August except for Maintenance and Road Operations employees.
- 6.06 An employee who is entitled to vacation time off in excess of the vacation shutdown may take such vacation at a mutually agreeable time upon notice in writing of at least ten (10) days to the supervisor. Available vacation time shall be scheduled in accordance with seniority within the classification having regard to the efficient operation of the mill.

6.07 Vacation for Maintenance and

Road Operations employees will be granted at such times as the Company finds most suitable considering the efficiency of its operations, the wishes of the employees, and their seniority.

6.08 Vacation Pay for all entitlements will be issued to all employees by direct deposit twice each year, with accrual through June 30 and through November 30. At the option of the employee, one additional pay cheque will be provided upon ten (10) days written notice prior to when the vacation is taken.

6.09 The Company will schedule a one (1) week Christmas shutdown between Christmas and New Year's provided the days not covered by paid holidays are made up on a straight time basis.

The Company agrees to consult with the Union prior to finalizing the schedule of make up days and will make any changes where practical.

ARTICLE 7

PAID HOLIDAYS

7.01 For the purposes of this Agreement, the following days are recognized as paid holidays for all employees who have acquired seniority:

New Year's Day
January 2
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

When any of the above holidays falls on Saturday it shall be observed on the preceding Friday and if the holiday falls on Sunday it will be observed on the following Monday or as otherwise mutually agreed.

7.02 The provisions of this Article shall apply to the twenty-four (24) hour period starting at 12:01 a.m. of any such holiday except that when another day is proclaimed in lieu of such holiday such provisions shall apply to such other day and not to the holiday.

7.03 In order to qualify for payment for the above holidays, the employee must have worked on his last scheduled full work day immediately before and his first scheduled full work day immediately following the holiday unless the employee was absent due to a <u>bona fide</u> illness, as evidenced by the certificate of a physician.

7.04 An employee, who qualified for holiday pay in accordance with Article 7.03, shall be paid his regular scheduled daily hours of work at his regular basic hourly rate for each of the abovementioned paid holidays.

7.05 If an employee, who qualifies for

holiday pay in accordance with Article 7.03, is required to work on any of the above-mentioned holidays, such employee shall be paid one and one-half (1-1/2) times his regular basic hourly rate for any authorized time worked on the holiday, in addition to his holiday pay.

7.06 An employee who is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period at a time to be mutually agreed upon.

7.07 In addition to the Paid Holidays listed in Clause 7.01, employees who have accumulated six (6) months seniority will be granted **three (3)** floating holidays per calendar year to be taken at a time satisfactory to the employee and his /her supervisor.

An employee who, by reason of layoff, is prevented from taking his floating holiday shall receive pay in lieu of such holiday, during the current year.

7.08 Requests for floating holidays are to be submitted in writing on forms supplied by the Company, five (5) days in advance of the floating holiday with the exception of an emergency situation. Management will respond within two (2) days of receiving the request.

ARTICLE 8

GRIEVANCE PROCEDURE

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

8.02 The Union shall arrange for the election from its working membership therein, of a Union Committee of three (3) headed by a Union Steward. The Company shall be notified in writing as to the names of the Union Committee.

8.03 **Stage 1**

Any grievance arising during the term of this Agreement must be presented for adjustment within two (2) calendar weeks, in writing. A grievance of an employee, shall be taken by the employee, singly or together with the steward and/or Union representative, directly to the employee's foreman and a decision thereon shall be rendered within two (2) days from the presentation of the grievance.

8.04 **Stage 2**

If this decision is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee and/or a steward, and shall be presented to the Company by himself, or together with the Union steward and/or Union representative, within seven

(7) days from the date of the decision under paragraph 8.03 above, and shall be dealt with at a meeting of the steward's committee and management and such decision shall be rendered within seven (7) days or with such further time as may be mutually agreed.

In case of discharge or suspension by the Company of an employee who has acquired seniority, the Company will immediately notify the employee in writing of the reason for the discharge or suspension. A copy of such notice shall be submitted to the Union steward. A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement must be dealt with in writing by both parties and must be presented to the Company no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this stage.

Grievances which involve Company wide interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party within ten (10) days of the occurrence on which the grievance is based, and shall be dealt with by representatives of the Company and representatives of the Union. If the matter is not settled within thirty (30) days of notice being received by the opposite party, it shall forthwith be referred to arbitration.

8.05 **Stage 3**

In the event that the grievance is not settled in the above manner, it may be referred to arbitration in accordance with the <u>Labour Relations Act</u>, and Notice of Processing to Arbitration shall be made on the opposite party within thirty (30) days of the decision rendered under Article 8.04 above.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

8.06 Saturdays, Sundays and Holidays shall not be included in any time limits in this Article. The time limits mentioned in this Article may be extended by mutual agreement but otherwise time shall be of the essence. Failure on the part of the grievor to comply with time limits shall be deemed to be an abandonment of the grievance.

8.07 In arbitration, the Company and the Union shall each select one person. These two shall select a third party who shall act as chairman. Either party shall appoint its nominee not later than five (5) days after written notice of the other party's nomination. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the persons selected by the respective parties to select a third party as provided above, they, shall ask the provincial Minister of Labour to appoint a third party.

8.08 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to nor amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications rates under Articles 4.02 and 4.03. The Arbitration Board shall have no power to decide questions involving General Wage Adjustments.

8.09 Arbitration shall be heard at Timmins, Ontario or at a location mutually agreed.

ARTICLE 9

NO STRIKE - NO LOCKOUT

9.01 There shall be no strike, stoppage of work or slow down caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE 10

HEALTH, SAFETY AND WORKING CONDITIONS

10.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the

Company, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

10.02 A Joint Health and Safety Committee composed of three (3) employees selected by the Union and three (3) representatives designated by the Company shall meet at least once every two (2) months or more frequently if requested by three (3) or more members of the Committee. The function of this Committee shall be as prescribed by The Occupational Health and Safety Act, as amended.

The Chairperson of each meeting shall make sufficient copies of the report, in English and French, copies going to the Company's office, the Union's office and plant's bulletin boards.

Two members of the Joint Health and Safety Committee representing the Union will be trained as certified members, by the Workers' Health and Safety Centre provided these services are cost-effective, and will serve in these functions for a minimum of two (2) consecutive years.

10.03 One (1) Company representative and one (1) Union representative of the Joint Health and Safety Committee shall conduct an inspection of the workplace and equipment on a monthly basis. The representatives shall report the results of such inspections to the Joint Health and Safety Committee.

10.04 The Company will continue to supply on loan all non-personal safety apparel, which it presently supplies at no cost to the employees concerned. Gloves will be supplied on an exchange basis. In addition, effective the date of ratification of the Memorandum of Agreement, the Company will pay a work boot subsidy of one hundred (\$100) dollars. Effective May 1, 2006, this subsidy will increase to one hundred and ten (\$110) dollars. For employees using a chainsaw on a steady basis, there will be a forty (\$40.00) dollar chainsaw pant subsidy every six months, paid the first payday in February and August of each year for employees in those positions. The Company will supply raincoats on an exchange basis to Slasher Helper, Log Deck Tender and Chip Car Operator.

For those employees who have to wear prescription safety glasses, the Company will pay effective upon ratification the full cost of prescription safety glasses, provided that these glasses meet minimum standards set forth by the Company.

The minimum standards set forth by the Company for prescription safety glasses. It is also understood that the language in the Collective Agreement pertaining to prescription safety glasses does not limit the Company from modifying this table in order to meet changing trends in safety and prescription eyewear technology, provided that the basic intent of paying the full cost is maintained.

Minimum Standards for Prescription Safety

Glasses:

- Frames: CSA Class 1 frames, selected from the applicable Association of Optometrists approved safety frames. Paid by the Company. Provide one set, with future frames provided as needed for work.
- Lenses: Only CSA Class 1 lenses are accepted. Paid by Company. Provide one pair, with future lenses provided as needed for work.
- Side-Shields: Mandatory, permanently affixed. Company paid.
- Anti-scratch: Allowed with the Company paying costs for NIKON H SRC only, or other approved in advance coating.
- Anti-reflective: Allowed with employee paying costs.
- Transition Plus: Only allowed if medically prescribed with employee paying costs.
- Progressives: Allowed if regular dress eyewear is currently fitted with progressives and Company pays costs.
- UV Coating: Allowed with employee paying costs.
- Safety Case: Allowed with Company paying costs.
- 10.05 The Company shall provide emergency First Aid Kits to be adequately located.
- 10.06 Employees will be paid bi weekly, on Friday. An itemized statement of earnings and

deductions, including year to date information, will be mailed to employees for each pay period. The annual T4 slips will show the Union dues paid during the year. The Company will implement a payroll direct deposit plan for all employees and all employees must participate in this payroll direct deposit plan.

10.07 The Company agrees that it will provide free insurance coverage against loss by fire of tradesmen's tools normally required by tradesmen to the full value of such tools, while on authorized Company property or work sites.

An employee, who causes a fire willfully, or through carelessness, will not be reimbursed for any resultant loss. In order to receive this coverage, tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

Effective May 1, 2003, upon proof of purchase, the Company shall pay \$500.00 per year as a tool allowance to Millwrights, Mechanics, Filers, Electricians and Mill Handymen. The current practice of replacing broken tools shall continue.

ARTICLE 11

HOURS OF WORK AND OVERTIME

11.01 The following paragraphs are to describe the hours of work and shall not be construed as a guarantee of work per day or per week unless otherwise specified.

Production Operations

(Yard, Slasher, Debarking, Sawing, Dry Kiln and Planer).

- 11.02 The regular workweek shall consist of forty (40) hours per week, Monday to Friday. The workweek may be amended from time to time by mutual agreement.
- 11.03 **A one-half** (½) hour unpaid lunch period will be provided each day in the case of a two (2) shift operation.
- 11.04 Paid rest breaks will be provided each day on the following basis:
- ten (10) hour shift -(two (2) fifteen (15) minute **res**t breaks)
- nine (9) hour shift -(two (2)) fifteen (15) minute **rest** breaks)

eight (8) hour shift -(two (2) - ten (10) minute \mathbf{res} t breaks)

A **one-half** (½) hour lunch **period** at the mid-point of each shift which can be advanced by one (1) hour in case of breakdown.

11.05 Unless agreed otherwise, time worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1½) times his regular basic hourly rate.

11.06 The Company will continue to endeavor to provide for an equitable distribution of overtime assignments amongst the employees subject to the requirements of the work concerned.

Maintenance Operation

11.07 The regular work week shall consist of forty (40) hours per week, Sunday to Saturday.

11.08 A one (1) hour unpaid lunch period will be provided each day.

11.09 Paid rest breaks will be provided each day on the following basis:

eleven (11) hour shift - (two (2) -

fifteen (15) minute breaks)

ten (10) hour shift - (two (2) -

fifteen (15) minute breaks)

nine (9) hour shift - (two (2) -

fifteen (15) minute breaks)

eight (8) hour shift - (two (2) ten

(10) minute breaks)

11.10 Unless agreed otherwise, time

worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1½) times his regular basic hourly rate.

11.11 The Company will continue to endeavor to provide an equitable distribution of overtime assignments amongst Maintenance employees subject to the requirements of the work concerned.

Road Operations

- 11.12 The regular work week for an employee shall consist of forty (40) hours per week, Sunday to Saturday, at his work site.
- 11.13 A one-half (½) hour unpaid lunch period will be provided each day.
- 11.14 Two (2) ten (10) minute paid rest breaks will be provided each day.
- 11.15 An employee who is transported to and from his work site in a Company vehicle will receive a travel allowance calculated on the following basis:
- (a) time in excess of one-half (½) hour travelling from the Company's yard, or a Company designated location, to his work site will be paid at his regular basic hourly rate; and
- (b) time in excess of one-half (½) hour travelling from the work site to the

Company's yard, or a Company designated location, will be paid at his regular basic hourly rate.

- 11.16 An employee who drives a Company vehicle will be paid from the time he leaves the Company's yard, or a Company designated location, until he returns to such location each day.
- 11.17 An employee shall be paid one and one-half ($1\frac{1}{2}$) times his regular basic hourly rate for all authorized hours worked in excess of eighty (80) hours in any scheduled two (2) week period, excluding travel time.
- 11.18 The Company will continue to endeavor to provide for the equitable distribution of overtime assignments amongst the Road Operations employees subject to the requirements of the work concerned.
- 11.19 An employee who has completed his shift, left the Company premises and is called to return to work will be paid one and one-half (1½) times his regular basic hourly rate for all authorized hours worked. The minimum pay will be two and one-half (2½) hours at the one and one-half (1½) times premium and the employee must accept alternate work.
- 11.20 An employee who presents himself/herself for work and is unable to commence work or is unable to complete his/her shift for reasons beyond their control, except in cases of machinery breakdown, electrical power failure, or

other events beyond the control of the Company, shall be paid a minimum of eight (8) hours. To qualify for the above, the employee must remain on the job until told by his/her supervisor he/she may leave and must accept other than his/her normal work if it is offered and must be adequately dressed for the weather to perform the alternate work.

ARTICLE 12

SENIORITY

12.01 Notwithstanding anything to the contrary contained in this Agreement, a person, shall be considered to be a probationary employee and he shall have no seniority until he has forty-five (45) days worked of continuous service with the Company, at which time he shall become entitled to seniority dating from his last hiring with the Company.

Principle

- (a) The Company will recognize the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability in promotions, transfers within the scope of this Collective Agreement, lay-offs and recalls after lay-offs.
- (b) The selection and promotion to positions outside this bargaining unit shall be entirely a matter for the Company's decision.

- 12.02 The Company shall have the right to discharge a probationary employee for any reason and such discharge shall not be the subject of a grievance under this Agreement.
- 12.03 The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, except as expressly provided herein.
- 12.04 The seniority of an employee shall be completely lost and his employment shall be terminated if he:
 - (a) quits; or
- (b) is discharged and not reinstated in accordance with the provisions of this Agreement; or
- (c) is absent from work for three (3) or more consecutive days without notifying the Company unless he gives a reason satisfactory to the Company for his failure to so notify the Company; or
- (d) is laid off by the Company for a period in excess of thirty-six (36) months; or
- (e) is absent from work due to non-occupational illness or injury for a period in excess of three (3) consecutive days without providing the Company with a medical certificate from a physician as to the reason for such absence;

or

- (f) fails to report for work upon being recalled as provided in Article 12.08; or
- (g) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (h) fails to return to work upon the expiration of an authorized leave of absence; or
- (i) reaches the age of sixty-five (65).

12.05 Within four (4) weeks after the date of execution of this Agreement, the Company will prepare a list of employees showing their respective seniority. The list shall be posted and remain for a period of two (2) weeks for the express purpose that any employee may make a complaint as to the correctness of his seniority. At the end of this two (2) week period, the list, including any corrections that have been made, shall become final. The seniority list will be revised and posted once each year during the month of January and a copy will be forwarded to the Union.

Layoff and Recall

12.06 (a) For layoffs or reductions in a classification of less than three (3) months, employees affected will be transferred in accordance with seniority to vacant positions they are qualified

to perform. It is understood that senior employees will not be laid off while junior employees remain whose work they are qualified to perform.

Before a senior employee is laid off, he shall be provided with one training period of up to five (5) working days, in order to become qualified for a position held by a junior employee. Where it is apparent that the employee will not reasonably be able to become qualified within the five (5) working days, this provision shall not apply.

12.06 (b) If no vacancies exist or if additional reductions are required, a senior employee may bump a junior employee in his own or a lower classification as set out in Appendix "1" whose work he is qualified to perform. Once normal operations resume, the employees will revert back to their original position.

12.06 (c) For layoffs or reductions in a classification of more than three (3) months, employees affected may bump a junior employee in his own or a lower rated classification, as set out in Appendix "1" whose work he is qualified to perform or to be trained to perform within five (5) working days or any further time as mutually agreed to between the Company and the Union. In a lay-off situation, the Company will not be required to train for positions of trades persons, lumber grader, bulldozer operator, grader operator, backhoe operator, tracked loader operator and sawyer.

12.07 The Company intends to supply

five (5) days advance written notice to employees who will be laid off except in cases of machinery breakdown, electrical power failure, or other events beyond the control of the Company. The Company will also notify the Steward.

12.08 It shall be the responsibility of the laid off employee to keep the Company informed concerning his current address and telephone number. Those most recently laid off shall be telephoned, if possible, and sent notices by registered mail to their last address recorded with the Company, stating the work available and the date of recall. Recalls shall be in order of seniority provided the senior employee is qualified to perform the work required or can be trained within five (5) working days to perform the work required. Failure to report for work within ten (10) days of date of mailing of the notice terminates a person's rights for recall.

Training and Promotion

12.09 In selecting an employee for a permanent vacancy, the senior employee will be given preference provided he has the skill, efficiency and ability to meet or to be trained to meet the job requirements within five (5) working days. This time period may be extended by mu tual agreement.

12.10 (a) The Company will post on the Bulletin Board for five (5) days, notices of a permanent job vacancy (i.e., a vacancy, which the Company knows will exceed fifteen (15) days). The Company may make a temporary appointment to

such vacant job during the posting period. All permanent vacancies within the Labourer Classification resulting from filling a posting shall be filled in accordance with seniority by employees within the Labourer Classification. Notwithstanding this Article, it is recognized that persons within a classification may be transferred to meet operational requirements for short-term situations.

- (b) In order to be considered for a posted job vacancy an employee must have completed his probationary period under Article 12 and have applied in writing, on forms supplied by the Company, during the five (5) day posting period.
- (c) The vacancy will be filled in accordance with the provisions of Article 12.09. An employee accepting the posted job shall be allowed five (5) days in which to qualify or any further time as mutually agreed to by the employee and his Foreman. Failure of the employee to qualify shall entitle him to return to his former job.
- (d) An employee who has successfully qualified for the vacant job and accepted the position shall not be eligible to apply for a subsequent job posting for a period of six (6) months to an equally paid or lower paid job classification or twelve (12) months where the vacancy filled is the Sawyer/Filer Helper classification.

A steady day job shall be considered a promotion.

- (e) The name of the successful applicant will be posted for five (5) days.
- (f) Except as specifically provided in Article 12.10(a), if no employee applies for a posted job vacancy, the Company may fill the vacancy with a probationary employee or hire from outside the Company. Labourer classification positions will not be posted.
- (g) Temporary vacancies (i.e., a vacancy which the Company knows will exist for fifteen (15) days or less) may be filled at the discretion of the Company.
- (h) If a vacancy is caused by an employee's absence due to sickness, injury, disability or an authorized leave of absence and the Company knows such vacancy will exceed fifteen (15) days, such vacancy shall be posted as "Temporary". Only the original vacancy will be posted and thereafter, the resulting open positions will be filled at the discretion of the Company. When the absent employee returns, the employee filling such posted vacancy shall return to his prior job classification.
- (i) The Company will endeavor to make training opportunities available to senior employees subject to efficiency of the operation and the practical availability of qualified persons to replace the senior employee during the training period.

Technological Change

12.11 Where changes to equipment and procedures may result in the permanent displacement of employees, the Company will notify the Union as far in advance as is reasonably practicable before such changes are implemented. The parties will discuss the problems arising from such changes and every attempt will be made to agree on methods of providing jobs or re-training for the employees concerned.

Transfer

12.12 Nothing in this Agreement shall be construed to preclude the transfer of a person employed by the Company who is included in the category of an employee to a position where he is excluded from such category or vice versa provided that such transfer is consented to by the employee concerned. There shall be deemed to be no break in the seniority of such person or employee, unless the transfer exceeds twelve (12) months.

Severance Pay

12.13 An employee with one (1) or more years of continuous service for whom no job is available can, upon termination, elect to receive a severance allowance of seven (7) days pay, based on an eight (8) hour shift, for each year of employment during his/her last period of continuous service (up to the date of termination) computed at the

employee's regular rate to a maximum of thirty (30) weeks.

It is understood that an employee who chooses to receive his/her severance allowance will be terminated from his employment waiving his recall rights pursuant to this Agreement.

ARTICLE 13

BULLETIN BOARDS

13.01 No bills, bulletins, newspapers or other documents shall be posted in or about the premises of the Company by the Union or any employee except as provided for in Article 13.02.

13.02 The Company will provide Bulletin Boards in all work areas mutually agreed upon by the Company and the Union for the use of the Union to post notices of Union affairs. Any such notice shall be submitted to the General Manager, or his designate, for review and approval before being posted.

ARTICLE 14

JURY DUTY

14.01 For an employee who has established seniority in accordance with Article 12 and who is called for jury service or subpoenaed

except for arbitration, the Company shall pay, for each day of such service, an allowance equal to the difference between his regularly scheduled hours of work per day and the payment he received for jury services, and/or subpoenaed. The employee will present proof of the service and of pay received therefore when making his claim for such allowance. The employee must report for work upon being released from jury duty or subpoenaed.

ARTICLE 15

HEALTH AND WELFARE BENEFITS

15.01 The Company agrees to continue to pay the total cost of premiums for the following benefit plans as described in the Employee Group Insurance Plan for eligible employees who have acquired seniority.

Each employee will receive a booklet outlining all benefits not later than six (6) months following ratification of the Memorandum of Agreement.

- Life Insurance
- AD & D Insurance
- Dependent Life Insurance

Spouse - \$12,000.00 Child - \$ 7,000.00

• Long Term Disability Benefits

All cost of medical report or doctor certificate requested by the Company or the Insurance Carrier will be paid in full by the Company

or the Insurance Carrier.

- · Health Insurance
- · Dental Care Plan

Major Coverage and Orthodontic, increase maximum to \$2,200.00.

• Vision Care Insurance

Effective date of ratification increase to \$160/24 months. May 1, 2004 increase to \$180/24 months. May 1, 2006 increase to \$200/24 months.

Weekly Indemnity

The Company will pay the premiums required to establish a Weekly Indemnity Plan. The Plan will provide payments to seventy (70%) percent of the employee's regular straight time weekly earnings, up to a maximum of five hundred and sixty (\$560)/week: May 1, 2003- five hundred and seventy (\$570)/week: May 1, 2004 five hundred and eighty (\$580)/week: May 1, 2005 five hundred and ninety (\$590)/week: May 1, 2006six hundred (\$600)/week. Benefits to commence on the first day in case of non-compensable accident and/or first day in case of hospitalization and the fourth day of absence due to a sickness and will continue for two (2) weeks. The employee must then apply for Employment Insurance for the following fifteen (15) weeks. If the employee does not qualify for E.I. or if the payment is delayed through no fault of the employee, the Company will continue the payments to a maximum of seventeen (17) weeks. When the employee receives payment he shall reimburse the Company.

Effective date of ratification, the Company will reimburse the employee the difference between E.I. and the Weekly Indemnity maximum.

Effective date of ratification, in case of day surgery, the employee will be covered from the first day upon proof thereof.

The Company will pay to a maximum of \$25.00 per medical report or certificate.

Disputed W.S.I.B. Claim

If an employee covered by the Weekly Indemnity Plan suffers a disability for which payment is in dispute or delayed with the W.SI.B., Weekly Indemnity payment will be made retroactively if requested by the employee and provided he/she has been off work for at least one (1) month due to the disability without W.S.I.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.S.I.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund or Insurance Company.

15.02 The Company may at any time

substitute another carrier for any plan referred to in this Article provided that the benefits conferred are not decreased.

- 15.03 For an employee who has established one or more years of seniority in accordance with Article 12, the Company will match employee contributions on the following basis:
- (a) 200% of the employee's contribution to a maximum employee contribution of eighty (\$80.00) dollars per month.
- (b) Effective May 1, 2003 200% of the employee's contribution to a maximum employee contribution of eighty-five (\$85.00) dollars per month.
- (c) Effective May 1, 2005 200% of the employees contribution to a maximum employee contribution of ninety (\$90.00) dollars per month.
- (d) Effective May 1, 2006-200% of the employees contribution to a maximum employee contribution of ninety-five (\$95.00) dollars per month.
- (e) April 1 of each year, each employee will be required to notify the Company of the amount he wishes to contribute to the Pension Plan, commencing May 1, 2000 and 2001. The amount indicated by the employee will be locked in for a twelve (12) month period and may only be changed on April 30 of the following year.

The Company shall make its contribution for months in which the employee is actively at work or is on:

- (a) Weekly Indemnity;
- (b) the first twelve (12) months while an employee is on Workplace Safety and Insurance benefits;
- (c) vacation, or:
- (d) jury duty, bereavement leave, maternity leave and apprenticeships provided the employee continues to make his/her contribution.

A committee is to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

All employees shall participate in the Pension Plan.

Upon early retirement and up to age 65, employee shall receive the benefits of the Drug Plan, Life Insurance and the Extended Health Care Plan if the employee agrees to pay the annual premium, payable in one lump sum at the beginning of each year.

Actual Pension Plan to be transferred to a Restricted Access Group R.R.SP.

Members cannot redeem any assets until:

Attainment of age 55 and retirement
Termination of employment
Death
Permanent disability
Written authorization provided jointly by employer and union.

15.04 <u>Bridging supplement:</u>

The Company agrees to \$10.00 per month per year of service bridging supplement to employees who retire prior to age sixty-five (65), commencing at age sixty (60), for employees who have worked more than twenty-five (25) years for the Company. This bridging supplement to be paid on a monthly basis until attainment of age 65 or the death of the retiree, whichever occurs first.

15.05 All the plans referred to in this Article are governed by the insurance contracts and the eligibility and qualification procedures determined by the carrier.

15.06 The drugs and medicines portion of the Healthcare plan will cover only those drugs, which can be obtained only by means of a prescription from a medical doctor.

15.07 Employees on Long Term Disability

shall have coverage for insured fringe benefits for one (1) month for each month of service prior to the commencement of the absence, giving rise to the long-term disability claim.

ARTICLE 16

BEREAVEMENT LEAVE

16.01 When death occurs to a member of an employee's family, that is, an employee's father-in-law, mother-in-law, brother, sister, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grand-child, the employee who has established seniority under Article 12 and is actively employed by the Company will be granted leave and shall be paid for all regular hours lost at straight time rate for twenty-four (24) hours. Forty (40) hours leave with pay will be provided on death of an employee's spouse, children, mother and father. These twenty-four (24) and forty (40) hours must be taken within seven (7) calendar days of the funeral.

It is understood that for the purpose of this Article, step-children and step-parents will be considered the same as blood relatives. An employee may request additional time off due to the death of a spouse or child, which will not be unreasonably refused.

ARTICLE 17

ABSENCE

17.01 Where practicable, a leave of absence without pay and without loss of seniority or benefits may be granted at the discretion of the Company to a four (4) consecutive week period, on a request from the employee.

17.02 All requests for leave of absence, (including, leave for Union Educational programs), shall be submitted in writing by the employee to his foreman or his designated alternate for authorization at least five (5) days prior to the commencement of such leave, (except, in the case of emergency) and shall be responded to by the Company in writing, within five (5) days of receipt of such written request.

Any request for Union leave will not be unreasonably denied.

ARTICLE 18

TRADES APPRENTICESHIP PROGRAM

- 18.01 The Apprenticeship Agreement will be in accordance with Appendix "D" Trade Apprentice Program and the stipulations covered in this Article.
- 18.02 It is understood that trades persons will only be eligible for one (1) in every three (3) postings for each specific trade. If during

the posting of any apprenticeship there are no successful non-trades applicants, then a trades person may be eligible for that opportunity. In such instances, the one (1) in three (3) postings will be unaffected. Also, trades persons who have been trained in two (2) trades by Weyerhaeuser Chapleau Operations or are dual ticketed will be ineligible for apprenticeship opportunities.

For example, if a millwright apprenticeship is posted, trades and non-trades applicants may apply. If the apprenticeship is awarded to a trade's person, then trades peoples are ineligible for the next two (2) millwright apprenticeship postings. However, if no trades people qualify, trades persons may be awarded the apprenticeship, provided they satisfy entry requirements. In such an instance, the one (1) in three (3) ratio remains unaffected.

18.03 All apprenticeships shall be posted as first year apprentices.

18.04 An employee who either removes themselves or is removed from an apprenticeship program for a reason other than a reduction in forces will not be permitted to post on a further apprenticeship for a period of four (4) years from date of removal. An apprentice who is removed from an apprenticeship program due to reduction in forces can post for future apprenticeship postings.

ARTICLE 19

PRINTING OF COLLECTIVE AGREEMENT

19.01 The Company will print it in sufficient numbers within three (3) months of ratification and Union will translate.

If a dispute arises between the parties, the parties agree that the English version of the Collective Agreement shall prevail.

ARTICLE 20

PAID EDUCATIONAL LEAVE

20.01 Three (\$0.03) cents per regular hour worked for each employee shall be paid to the Union office in order to pay for Educational needs of the members. This will increase to four (\$0.04) cents per regular hour on May 1, 2003 and increase to five (\$0.05) cents per regular hour worked on May 1, 2005. The above will be paid on a quarterly basis.

ARTICLE 21

INTERPRETATION

21.01 For the purposes of interpreting this Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

21.02 Unless otherwise stated, "day" or

"days" wherever used herein, shall be deemed not to include Saturdays, Sundays or paid holidays observed by the Company.

RETURN TO WORK PROGRAM

A local Union-Management Joint Return to Work Committee composed of three (3) employees selected by the Union and three (3) members designated by the Company shall meet to administer the Return to Work Program. The function of this committee shall be as prescribed by the Return to Work Policy.

RE: A. & L. LAFRENIERE EMPLOYEES

- 1) All of the above mentioned employees will fall under the **W.C.L.** Collective Agreement including all changes and amendments negotiated at the renewal of the May 1, 1996 to April 30, 1999 Collective Agreement.
- 2) End tail seniority
- 3) Probation period See letter Dated May 28, 1999.

IN WITNESS WHEREOF the parties have executed this Agreement in Chapleau, Ontario on the day and year first above stated.

Weyerhaeuser I.W.A. Canada Local Company Limited Local 2995

 Charles Peterson
 Damien Roy

 Kevin Weston
 Roland Laurin

 Donald Swanson
 Rémi St. Martin

 Terry Legge
 Daniel Fortin

 Don Bazeley
 Michael Schuurman

 Luc Servent

APPENDIX "1"

CLASSIFICATION AND WAGE RATES

Basic Hourly Rate

	Effective	Effective	Effective	Effective I	Effective
	May 1/02	May 1/03	May 1/04	May1/05	May1/06
Students	\$14.64	\$15.09	\$15.59	\$16.14	\$16.74
<u>Labourer</u>	\$19.85	\$20.30	\$20.80	\$21.35	\$21.95
Slasher Chaser					
Log Chaser					
Bin Tender					
Sticker Tender					
Sawmill Utility					
Top Deck Tender					
Bottom Deck Tender					

	Effective	Effective	Effective	Effective 1	Effective
	May 1/02	May 1/03	May 1/04	May1/05	May1/06
Reject Deck Tender Trimmer Helper Plant Protection Vacation Relief	\$19.85	\$20.30	\$20.80	\$21.35	\$21.95
Clean up Strapper Watchman Equipment Operator Bulldozer Operator Grader Operator	\$20.62	\$21.07	\$21.57	\$22.12	2 \$22.72

49

\$21.07

\$20.62

Effective Effective Effective Effective

May 1/02 May 1/03 May 1/04 May 1/05 May 1/06

\$21.57

\$22.12

\$22.72

Backhoe Operator Loader Operator

Cut Off Saw Operator

Debarker Operator

Optimizer Operator

Trimmer Operator

Chip Car Operator

Kiln Operator

Planer Feeder

Yard Utility

Kiln Utility

	Effective	Effective	Effective	Effective	Effective
	May 1/02	May 1/03	May 1/04	May1/05	5 May1/06
Sander/Truck Driver * Sawmill Utility Stacker Operator Tilt Hoist Operator Warehouse person	\$20.62	\$21.07	\$21.57	\$22.12	\$22.72
Sawyer/Filer Helper	\$21.32	\$21.77	\$22.27	\$22.82	\$23.42
Mill Handyman	\$23.69	\$24.14	\$24.64	\$25.19	\$25.79
<u>Lumber Grader</u>	\$23.70	\$24.15	\$24.65	\$25.20	\$25.80
Grader Checker	\$23.70	\$24.15	\$24.65	\$25.20	\$25.80
Trades (Uncertified)	\$23.70	\$24.15	\$24.65	\$25.20	\$25.80

	Effective	Effective	Effective E	Effective E	ffective
	May 1/02	May 1/03	May 1/04	May1/05	May1/06
Millwright					
Mechanic					
Filer					
Head Filer	\$24.86	\$25.31	\$25.81	\$26.36	\$26.96
Electrician (Uncertified)	\$26.47	\$26.92	\$27.42	\$27.97	\$28.57
Apprentice – Class I	\$23.00	\$23.45	\$23.95	\$24.50	\$25.10
Apprentice – Class II	\$22.00	\$22.45	\$22.95	\$23.50	\$24.10
Apprentice – Class III	\$21.50	\$21.95	\$24.45	\$23.00	\$23.60
Apprentice – Class IV	\$21.00	\$21.45	\$21.95	\$22.50	\$23.10
Apprentice – Helper	\$20.75	\$21.20	\$21.70	\$22.25	\$22.85

<u>Premiums</u>

(added to Basic Hourly Rate)

Lead Hand\$ 1.45Charge Hand\$ 0.50Trade Certificate\$ 1.00

^{*} if he/she can competently operate the saw lines i.e. Sawyer

Re: Maintenance Shifts Schedules

As indicated by the local Union Committee, the following maintenance shift schedules were selected by the maintenance employees for presentation to and, voting by the general membership.

- -Two crews of four (4) employees working 7-12 hour day shifts following by 7 days off
- Lunch and breaks, availability during lunch breaks, vacation and overtime will be as follows:
- there will be a ½ hour paid lunch and two fifteen minute breaks
- during lunch breaks, maintenance employees will be available in case of breakdown or emergency
- forty-two (42) hours of work at the employees straight time rate shall be equal to one week of vacation
- overtime will be paid for any hours worked in excess of the regularly scheduled hours
- Two crews of three (3) employees working eight (8) hour shifts
 - -Afternoon shifts will be 3:00 p.m. to 11:30 p.m,

Monday to Friday

- The Friday afternoon shift will be 9:30 a.m. -6:00 p.m.
- Nightshifts will be 11:00 p.m. to 7:30 a.m., Monday to Thursday
- The Friday nightshift will be 7:00 p.m. 3:30 a.m.
- There will be a $\frac{1}{2}$ hour unpaid lunch and two ten (10) minute breaks
- Employees will rotate afternoons and nights.
- These employees will not work dayshift.
- The Company may at a later date reduce the number of 8 hour shift workers.

As employees return from disability or other absences, the twelve-hour shift complement will be increased.

Please provide us with the outcome of the vote at your earliest convenience.

Signed in Timmins, Ontario thisofofof		
Weyerhaeuser Company Limited	I.W.A. Canada Local Local 2995	
Charles Peterson	Damien Roy	
Kevin Weston	Roland Laurin	
Donald Swanson	Rémi St. Martin	
Terry Legge	Daniel Fortin	
Don Bazeley	Michael Schuurman	
	Luc Servent	

Re: Proposed Friday Nightshift Production Schedule

The Union has requested that the Friday nightshift schedule for sawmill and planer production be amended as follows: Production will begin at 5:00 p.m. and end at 1:30 a.m.

The Parties agree that:

- 1) The Friday nightshift will commence at 5:00 p.m. Utility Operators will begin their shift at 4:00 p.m.
- 2) It is understood that should the Friday nightshift not begin at 5:00 p.m., due to machinery breakdown or electrical power failure, employees may be sent home. The shift will then begin at 7:00 p.m. (or earlier at the discretion of the Supervisor). The shift shall operate on a continuous operation basis and end eight and one half (8½) hours after it begins. Employees working the full shift will receive eight (8) hours straight time pay.

- 3) Employees sent home and who return for a later start-up, due to machinery breakdown or electrical power failure, will not be eligible for call-in pay as per article 11.19 of the Collective Agreement.
- 4) The proposed Friday nightshift schedule shall be reviewed in six (6) months.
- 5) Any change to this schedule shall be by mutual agreement.
- 6) Either party may cancel this agreement by giving two weeks written notice.

Signed in Timmins, O	
Weyerhaeuser Company Limited	I.W.A. Canada Local Local 2995
Charles Peterson	Damien Roy
Kevin Weston	Roland Laurin
Donald Swanson	Rémi St. Martin
Terry Legge	Daniel Fortin
Don Bazeley	Michael Schuurman
	Luc Servent

Non-Traditional Safety Coordinator Position

Weyerhaeuser Chapleau has proposed to create a Non-Traditional Safety Coordinator position that will be open to all members of the I.W.A. Canada Local 2995, Chapleau Sawmill site. This role is for a period of two years.

The parties agree that:

- 1) The successful candidate will be in the position for a two-year period. If it is determined that the incumbent is not effective in the position, a replacement will be selected from the original applications.
- 2) Upon completion of his two-year assignment, the incumbent will return to his previous position at the Chapleau Sawmill.
- 3) The incumbent will maintain his Union seniority during the two-year assignment.
- 4) The Company reserves the right to re-classify this position to a

- Staff position following the twoyear period.
- 5) The incumbent will not be allowed to post to other positions during the term of the assignment.
- **6**) A base rate of \$21.00/hour will be paid to the successful incumbent should he come from the classification of Labourer, Operator or Sawyer/Filer Helper. Should the incumbent be from a classification paying greater than \$21.00/hour, the Company will pay his current hourly rate plus an additional \$0.50/hour. Overtime provisions from the Collective Agreement shall apply. This is a steady day position.
- 7) Should the role extend beyond the two-year period, the position will be re-posted.
- 8) Salary increases for this role shall be as per the Collective Agreement.

Signed in Timmins, O	
<u>Weyerhaeuser</u> <u>Company Limited</u>	<u>I.W.A. Canada Local</u> <u>Local 2995</u>
Charles Peterson	Damien Roy
Kevin Weston	Roland Laurin
Donald Swanson	Rémi St. Martin
Terry Legge	Daniel Fortin
Don Bazeley	Michael Schuurman
	Luc Servent

Re: Plan Protection Positions

Weyerhaeuser Chapleau Sawmill is proposing to change the manner in which clean up, spark watch and security is performed on the site.

We propose the elimination of all existing clean up and watchman positions in their current state and replacing them with the following.

Eight (8) new Plant Protection positions working seven (7), twelve (12) hour shifts on followed by seven (7) days off, rotating days and nights. Employees would work in crews of two. Their primary responsibilities would be to conduct all clean up as per preventative maintenance requirements, inspect and eliminate site hazardous conditions (such as ice over mill entrances), spark watch during hot work and security rounds.

We are prepared to post for these new positions and would like to implement them as soon as possible.

This new scenario will help to enhance and support our existing housekeeping and spark watch activities which are vital to the continued success and viability of this operation. There will be no jobs lost as a result of this change.

Signed in Timmins, Ontario thisofofof		
Weyerhaeuser Company Limited	I.W.A. Canada Local Local 2995	
Charles Peterson	Damien Roy	
Kevin Weston	Roland Laurin	
Donald Swanson	Rémi St. Martin	
Terry Legge	Daniel Fortin	
Don Bazeley	Michael Schuurman	
	Luc Servent	

APPENDIX "D" TRADE APPRENTICESHIP PROGRAM

To implement a program that will develop employees into trades people equipped with necessary tools, who have attained a level of proficiency in manual and technical skills satisfactory to the Trades Apprenticeship Committee.

TRADES APPRENTICESHIP COMMITTEE

This committee will consist of a maximum of four Local 2995 Union members (three of which must come from the Chapleau operation), and a maximum of four company members. (Minimum of 2 pergroup for quorum) Its function is to review, amend and administer the Trades Apprenticeship Program. Equal representation from both management and the union is required in any decision making process.

It will be the company's responsibility to take necessary action(s) when a trainee is subject to removal from the program but only after discussions with the Trades Apprenticeship Committee has taken place.

Based on the company's needs and assessments, the Committee will recommend to the Company, the number of Trades Apprentices in each trade that will start the program. Apprentices will be registered with the Ministry of Training, Colleges and Universities immediately upon successful completion of the 3month probationary period. Successful completion of probationary period will be

based on performance evaluation of the following items:

- Tools & equipment
- Willingness to work overtime
- Practical skills

CANDIDATES

Applications will be received from employees internally throughout the operation and externally if no applications are received or if internal candidate(s) do not meet the required criteria.

An Apprenticeship posting will be considered as advancement therefore a promotion.

Apprenticeship openings will also be filled in accordance with the provisions of Article 12, seniority, except that the following provisions shall not apply, Section 12.09, 12.10 (c), 12.10 (h).

CRITERIA

The successful candidate(s) will be required to meet the following criteria. It is to be noted that seniority of candidates will be in effect provided all else is equal.

- Grade 12 or equivalent formal education
- Aptitude Testing (passing grade required only)

(It is the responsibility of the Trades Apprenticeship Committee to ensure that the

aptitude tests meet the intent of the Apprenticeship Program)

- Willing to commit to upgrading
- Expected to work additional hours when necessary
- Must pass physical examination (if requested by Committee)
- Successful candidate must commit to a minimum of five (5) years in the maintenance department after completion of program.
- Three month probationary period.
- Candidate at last stage of progressive disciplinary policy will not qualify for the Apprenticeship Program.

TRADES COVERED

This Training Program will cover training in the following disciplines:

- Electrical
- Heavy Duty Mechanic
- Industrial Mechanic (Millwright)
- Filers (If an Ontario Provincially recognized certification program exists)

If, in the opinion of the company, it becomes necessary, consideration will be given to providing training for other trade groups.

TRAINING DURATION

The normal length of training will be four years for all trades except for Electrical and Heavy Duty Mechanic which will be 4.5 years. However, credits for previous experience may be allowed by the Trades Apprenticeship Committee up to a maximum of 2,000 hours. In no case will a candidate begin at a higher classification than Class III. A candidate may attend a meeting with the Trade Apprenticeship Committee to solicit this credit. The burden of proof regarding credits will be solely the responsibility of the candidate.

In the event of sickness or accident, the Committee will consider extending the duration of an individual's training program.

The following categories will be acknowledged in all trades except for Electrical and Heavy Duty Mechanic which will be considered at 6,000 hrs to 9,000 for class I. Manual skill hours for all other trades within the program will be accumulated as follows:

Certified Trade	+ 8,000 hrs. and a
	journeyman's ticket
Class I	6,000 hrs. to 8,000 hrs.
Class II	4,000 hrs. to 6,000 hrs.
Class III	2,000 hrs. to 4,000 hrs.
Class IV	1,000 hrs. to 2,000 hrs.
Helper	0 hrs. to 1,000 hrs.

Annually, an evaluation committee consisting of the members of the Trades Apprenticeship Committee (2 union/2 management) will evaluate the performance and progress of each apprentice below

category of Class I, with a view of upgrading the apprentices' who qualify.

The Apprenticeship Training Program is determined to be completed once the trainee has successfully received a Class I and it's required hours. (In the event of successful completion of the program, the candidate is required to stay in the trade for a minimum of 5 years.)

REGISTRATION

Upon successful completion of the probationary period, the trainee will be registered with the Ministry of Training, Colleges and Universities. Application for registration must be done immediately after the end of the probationary period.

Immediately after enrolment, the Committee along with a representative from the Ministry will hold a registration meeting with new trainee(s). This registration session will include an outline of the training program as well as the specific responsibilities of the trainee(s) in regards to both the Company and the Ministry. It will also outline the responsibilities of Management as it relates to the apprenticeship.

TRAINING OUTLINE

Tool lists and curriculum for learning technical and manual skills will be approved by the Apprenticeship Committee in partnership with the Ministry of Training, Colleges and Universities.

These will be as follows:

a) Technical skills will be attained through the Ministry curriculum and will be based on the existing formal education process of successfully completing the basic, intermediate and advance program with the specified grade point average. Manual skills will be attained by on-the-job experience. To attain this, the trainee(s) will work with experienced trades people. It is expected that trainees' will develop an atmosphere with trades people that will ultimately let them do the job under the guidance of trades people. At all times during the training, the trainee(s) is expected to use tools at every opportunity.

In order to make maximum use of time spent in learning manual skills, the company will endeavor to place trainees on jobs that will broaden their knowledge, and with trades people who are superior in their trades. The trainees' work assignments will vary from area to area with the goal of having worked throughout the operation by the end of the program.

Part of their time will also be spent observing other trades to gain a broad trade knowledge. It is understood that this is not intended to replace full time employees.

c) Tools are essential for a trades person. At the 12, 24, 36, and 48 month completion points of the training program, the trainee will be required to

submit proof satisfactory to the company that the trainee owns and has possession of a predetermined list of tools. Before graduation from the training program, the complete list of tools will be checked against the tools owned. The tool lists will be developed and maintained by the Trades Apprenticeship Committee.

All trainees will take part in the tool allowance program as described in the Collective Agreement.

RATE OF PAY

Before starting the trades trainee program, the Company may, on an individual basis, adjust the rate of pay to reflect the progression identified in the TRAINING DURATION clause.

All rates of pay will be as per wage schedule established in the Collective Agreement.

The company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his/her regular straight time rate, multiplied by 40 hours per week. For purposes of calculation, the Canada Manpower at home allowance shall be used.

SCHOOLING

The company will be responsible for all costs associated with tuition and manuals required. In the event the Apprentice terminates his/her employment with the Company, reimbursement of all tuition and

manual costs will be made to the Company by the Apprentice in question.

Trainees will not be required to participate in the Ministry basic course if proof can be shown that a passing grade was obtained on the basic exam.

Trainees will not be exempt from the intermediate and advanced courses. The courses assigned are expected to be completed by the trainee(s) within the following timeframe:

- -Basic course by the end of the 2^{nd} year in the program.
- -Intermediate course by the end of the 3rd year in the program.
- -Advanced course by the end of the 4th year in the program.

OVERTIME

Opportunity of overtime for trainees will be filled in accordance with the provisions of overtime procedures developed for the operation

UNSATISFACTORY PROGRESS

Unsatisfactory progress in the Training Program shall be defined as:

- a) Being more than one month late in turning in a tool list. (It is the responsibility of each trainee to have his/her tools checked by a supervisor.)
- b) Failing an examination.

- c) Failure to attend schooling within the specified times.
- d) Continued refusal of overtime work and or upgrading.

PENALTY FOR UNSATISFACTORY PROGRESS

Following a review by the Trades Apprenticeship Committee, any trainee who is considered to be in unsatisfactory standing, as defined above, will be given a final warning. From that time until the completion of the trainee's apprentice program, the trainee must meet all requirements of the program.

If before graduation the trainee should again be making unsatisfactory progress, he/she will then be subject to removal from the training program and the trade and will be returned to his pre-apprentice position.

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GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer covered under this plan, working full-time for at least 36 hours per week and not working on a seasonal basis;
 - in a class shown in the Schedule; and
 - insured under a Provincial Health Insurance Plan.

You will become eligible for coverage:

- if you began work on or prior to the Effective Date of this plan, as of the Effective Date; or
- immediately following the completion of 360 hours of continuous employment for all benefits except the Long Term Disability benefit and upon the first of the month following the completion of 360 hours of continuous employment for the Long Term Disability benefit.

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Dependent Eligibility

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

<u>Dependent</u> means a spouse or unmarried child under 21 (25, if regularly attending school) and solely dependent upon the employee for support.

<u>Spouse</u> means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person living with the employee for at least 12 continuous months will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

Effective Date of Coverage

Coverage for you and your dependents will become effective on the date of eligibility.

If you are absent from work because of disability due to illness or injury on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage will not become effective until the date you return to active full-time work for 1 full day.

Coverage, or any increase in coverage, for your dependent (other than a newborn child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or injury on the date such coverage would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Temporary Absence From Work

For all Benefits except Long Term Disability Insurance, you and your dependent(s) may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is not due to termination of employment but due to:

- illness, injury, pregnancy or parental leave but not beyond age 65 (or for up to 12 months, if you are age 64 or older and eligible for coverage); or
- temporary lay-off or leave, but not beyond the end of the contract month following the contract month in which such absence began.

For the Employee Long Term Disability Benefit, you may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is due to illness or injury leave for up to 12 months, but not beyond age 65; for employees on statutory pregnancy or parental leave, coverage shall continue for the full period of such leaves, subject to continued premium payment, but not beyond age 65; otherwise, coverage will terminate as of the last full day of active work.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Administrator within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Administrator as required, but not more often than yearly.

Continuation of Health and Dental Care Benefits After Your Death

Your dependents who are covered under this plan at the time of your death will continue to be covered while premium payments for such coverage are continued, but not beyond the earliest of:

- the date such dependent ceases to be eligible;
- the date your spouse remarries (children will continue to be covered);
- the end of the 24-month period after the date of your death; or
- the date coverage for your dependents terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- become Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 6 months; and
- are under age 65;

the Employee Life Insurance for which you were covered at the time you became so disabled will continue while you are so disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Maritime Life, within 12 months of the date you cease active work, that you are so disabled. Upon approval, no further premium will be required but from then on you must submit proof satisfactory to Maritime Life, as required, that you are so disabled.

<u>Totally and Permanently Disabled</u> means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

EMPLOYEE LIFE INSURANCE BENEFIT

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion.

Maritime Life

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DEPENDENT LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If your dependent dies while covered, Dependent Life Insurance will be paid to you, if living, otherwise to your estate.

Disability Provision

If your Employee Life Insurance is being continued under the Disability Provision, Dependent Life Insurance will also continue with no further premium required.

Extension of Benefit

If your spouse dies within 31 days of the date Dependent Life Insurance terminates, the amount that could have been converted will be paid to you as a death benefit under this plan even if no application for conversion was made.

EMPLOYEE WEEKLY DISABILITY BENEFIT

(See Schedule for Amount)

If you become Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.); and
- absent from work for more than the Waiting Period;

weekly benefit payments will be made to you for the period following the later of:

- the date you are first seen by, and treated by, a licensed doctor (M.D.); or
- the end of the Waiting Period;

for as long as you are Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the Benefit Duration.

Disabled means that solely because of either an illness or accidental injury that is non-occupational, you cannot perform your job duties.

Subsequent Disability

A new Waiting Period and Benefit Duration will start, if you return to active full-time work for:

- a period of 2 weeks before you again become Disabled because of the same or a related cause; or
- 1 full day before you again become Disabled because of a different or an unrelated cause.

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Third Party Liability

If you receive disability benefit payments under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Maritime Life to be reimbursed for any amount(s), including interest, you recover from a third party for.

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Maritime Life of payment by a third party of any judgment or settlement, further disability benefit payments under this plan will terminate until Maritime Life has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgment or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

Limitations

No benefit will be paid for:

- any day you do any kind of work for pay or profit; or
- any period of disability absence during which disability benefits are payable under the Employment Insurance Act and its Regulations;
- the period you are entitled to pregnancy or parental leave by statute, contract or employer agreement; or
- any disability covered under any Workers' Compensation Law.

No benefit will be paid for any Disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- your commission of, or attempt to commit, an assault or a criminal offence.

Maritime Life may require you to report for a medical examination as often as is reasonable, by a licensed doctor (M.D.) of their choice. Failure to report for a medical examination may result in termination of your benefit payments.

Extension of Benefit

If you are Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB)

(See Schedule for Amount)

If you are entitled to pregnancy leave of absence by statute, contract or Employer arrangement and are eligible for EI benefits during such leave, SUB payments will be made to you for a period of 6 weeks following birth without medical evidence being required. If you remain sick due to complications from childbirth longer than six weeks following the date of delivery, you will be eligible for continued maternity SUB plan benefits, provided you submit medical evidence confirming your condition.

In order for you to receive SUB payments, you:

- must have applied and be receiving EI benefits; or
- must be serving the 2 week WI waiting period.

Limitations

No benefit will be paid for:

- any day you do any kind of work for pay or profit;
- any day following the EI waiting period that you are not receiving EI benefits; or
- any EI benefits other than maternity benefit.

EMPLOYEE LONG TERM DISABILITY BENEFIT

(See Schedule for Amount)

If you become Totally Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.) within 31 days of the date you became Totally Disabled; and
- absent from work for more than the Waiting Period;

monthly benefit payments will be made to you for the period following the end of the Waiting Period for as long as you are Totally Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the end of the month in which the Benefit Duration is completed.

<u>Totally Disabled</u> means that solely because of an illness or accidental bodily injury, you are unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Recurrent Disability

Any 2 periods of total disability that are:

- due to the same or a related cause; and
- separated by return to active full-time work for less than 6 months (30 days during the Waiting Period);

will be deemed to be 1 period of Total Disability with only the initial Waiting Period applying, provided the first period begins while you are covered under this Benefit.

Benefit Offsets

Your benefit will be reduced by income payable (or would have been payable had you applied for it):

- from any job for pay or profit (except under an approved rehabilitation or partial disability program); or
- because you are disabled or retired under any plan required or provided by a government or pursuant to a statute, such as, but not limited to, Workers' Compensation, any Automobile Insurance Act and the Canada or Quebec Pension Plan (CPP/QPP), excluding income payable for your spouse, children or other dependents; and

by any amount necessary to limit the income payable;

- as a benefit:
- from all of the sources mentioned above;
- for your spouse, children or other dependents because you are disabled or retired under any plan required or provided by a government or pursuant to a statute; and
- under any other group coverage, pension or other arrangement for members of a group (whether on a covered basis or not);

Benefit Offsets (continued)

to 85% of pre-disability take-home Earnings.

Should you receive income from any of the above sources payable:

- as a retroactive award, benefit payments will be adjusted to reflect any overpayment that may have been made;
- other than monthly, such income will be converted to a monthly basis; or
- in a single sum, such income will be converted to 60 monthly payments.

Your benefit will not be reduced by income payable from:

- a CPP/QPP cost of living increase that occurs after the date you became Totally Disabled under this Benefit;
- disability or retirement benefits at the level that you were receiving them prior to the date you became Totally Disabled under this Benefit; or
- any individual disability insurance, exclusive of accident benefits payable under an automobile policy.

Recovery of Benefits

If you receive a benefit under this plan in excess of what should have been paid, Maritime Life has the right to recover the amount of such excess from you or deduct it from future monthly benefits payable to you.

Rehabilitation

If you recover enough from your disability to be able to work full-time or parttime at any job under a rehabilitation program approved in writing by Maritime Life, you will still be deemed to be Totally Disabled and your benefit will only be reduced by the greater of

- 50% of the income received from such rehabilitative work; or
- the amount needed to keep your disability benefit income plus your rehabilitative income at the same level as your pre-disability Earnings.

Third Party Liability

If you receive benefit payments under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Maritime Life to be reimbursed for any amount(s), including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Maritime Life of payment by a third party of any judgement or settlement, further disability benefit payments under this plan will terminate until Maritime Life has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgement or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

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EMPLOYEE LONG TERM DISABILITY BENEFIT

Limitations

No benefit will be paid for the period you are entitled to pregnancy or parental leave by statute, contract or employer arrangement.

No benefit will be paid for any disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury;
- any period of incarceration;
- disabilities which entitles the employee to compensation under any Workers' Compensation law or similar legislation;
- your commission of, or attempt to commit, an assault or criminal offence; or
- chronic alcoholism, or use of narcotics, barbiturates or hallucinogens, unless you are receiving ongoing active professional treatment deemed appropriate for the condition being treated.

Benefit payments may be terminated if you:

- fail to provide proof of ongoing disability when requested to do so;
- refuse or fail to complete and return or comply with the terms of the Reimbursement Agreement in accordance with the Third Party Liability provision;
- fail to report for a medical examination, as often as may reasonably be required, by a licensed doctor (M.D.) of Maritime Life's choice; or
- are not receiving accepted standard professional treatment for the condition being treated and, where appropriate, treatment by a relevant and certified specialist.

Extension of Benefit

If you are Totally Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by Maritime Life. A new deductible will begin each January 1.

Any Covered Charges applied against the deductible in the last 3 months of a calendar year may also be applied against the deductible for the next calendar year.

Percentage Payable

This is the part of Covered Charges that Maritime Life pays after the Calendar Year Deductible is satisfied.

<u>Covered Charges</u> are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

1. Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital;
- from a hospital to a convalescent/rehabilitation hospital; or
- from a hospital to your residence.

3. Convalescent/Rehabilitation Hospital (for Early Retirees only)

Daily charges in excess of the ward rate up to the Room and Board Limit shown in the Schedule plus user fees, but no beyond the Maximum Stay shown in the Schedule. Confinement must being within 14 days of hospital discharge. A convalescent/rehabilitation hospital is a place that:

- has a transfer arrangement with hospitals;
- provides inpatient nursing care (that meets minimum Provincial regulations) for the convalescent/rehabilitation stage on an injury or illness; and
- is approved as a convalescent/rehabilitation hospital for payment of the ward rate under the Provincial Health Plan.

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (R.N.) or registered nursing assistant (R.N.A.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.

5. Health Practitioners

Charges up to the covered Limits by a practitioner who is registered and legally practising within the scope of his license as:

- a chiropractor, christian science practitioner, naturopath, osteopath, podiatrist, massage therapist; or
- a speech therapist, psychologist, physiotherapist or chiropodist.

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

7. Diagnostic Laboratory and X-Ray Expenses

8. Drugs

Applies to Hourly Union Employees:

Charges for drugs, including oral contraceptives, prescribed by a licensed doctor (M.D.) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (M.D.) or licensed dentist. Anti-obesity drugs and erectile dysfunction drugs are excluded.

Applies to Early Retirees:

Charges for generic drugs, including oral contraceptives, prescribed by a licensed doctor (M.D.) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (M.D.) or licensed dentist. If a licensed doctor (M.D.) specifies "no substitutions", the lowest cost generic equivalent will not apply. Erectile dysfunction drugs are excluded.

9. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at Maritime Life's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;

kidney dialysis equipment;

9. Durable Medical Equipment and Supplies (continued)

- two pairs of surgical stockings per calendar year;*
- wigs with a lifetime maximum of \$100 (\$250 if total hair loss due by Alopecia Totalis);*
- initial breast prosthesis and replacements every two years, two surgical brassieres per calendar year*
- an initial pair of frames and one corrective prosthetic lens for each eye following cataract surgery; and*
- splints, casts, catheters, and hypodermic needles;
- * these items are covered for Union Hourly Employees only.

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

Before incurring any major expenses you should submit details to Maritime Life to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

10. Out-of-Province

Emergency Care

Charges, up to the Benefit Maximum, incurred while travelling or vacationing outside the covered person's home Province for periods of not more than 6 months (9 months for dependent children attending school outside of their home province), provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but not beyond the Hospital Maximum Stay, for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from Maritime Life; and
 - blood, blood products and their transfusion.

On Referral (does not apply for Early Retirees)

Charges, up to \$10,000 per lifetime, incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by Maritime Life, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

HEALTH CARE BENEFITS

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
- other inpatient and outpatient medical services; and

On Referral (continued)

- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan. for:
 - a licensed doctor (M.D.); and
 - blood, blood products and their transfusion.

11. Vision Care - applies to Hourly Union Employees only

Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the covered Limit. No amount will be paid for safety or sun glasses, anti-reflective coatings, or for tints other than No. 1 or No. 2. Visual training and remedial exercises are reimbursed at fifty per cent if services provided in Canada.

12. Hearing Care

Charges for hearing aids, excluding batteries, when recommended by a licensed audiologist, up to the covered Limit.

13. Foot Care

Charges up to the Benefit Maximum for

orthopedic shoes when recommended by a licensed doctor (M.D.).

Limitations

No amount will be paid for care, services or supplies:

- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 3 months.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that Maritime Life pays.

<u>Covered Charges</u> are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges up to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- periodontal scaling and root planing (limited to 10 units per calendar year for all procedures combined);
- occlusal equilibration (limited to 8 units per calendar year);
- topical applications of sodium or stannous fluoride (where such application is necessary for the maintenance of sound dental health) but not more than once every 6 months for dependent children under age 19;
- dental x-rays;
- pit and fissure sealants;
- fillings;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration:
- oral hygiene instruction, once per lifetime;
- prefabricated full coverage restorations for primary teeth;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Dentures

Charges up to the Benefit Maximum for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth;
- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces 1 or more natural teeth and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed;
- addition of teeth to an existing partial denture, if required to relace 1 or more natural teeth.

Crowns and Bridgework

Charges up to the Benefit Maximum for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth;
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable.

Orthodontics

Charges, for dependent children under age 21, up to the Benefit Maximum for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of maloccluson.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist;
 and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$500, proposed details and xrays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

DENTAL CARE BENEFITS

<u>Course of Treatment</u> means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- white fillings on molars;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- prefabricated full coverage restorations for permanent teeth;
- nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after termination of coverage for any other reason;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of a lost or stolen prosthesis; or

COORDINATION OF BENEFITS (HEALTH CARE AND DENTAL CARE BENEFITS ONLY)

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be prorated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, Maritime Life may:

subject to the consent of the covered person, if required by law, obtain from
or release to any other person, corporation or organization any information
deemed to be needed; or

COORDINATION OF BENEFITS (continued) (HEALTH CARE AND DENTAL CARE BENEFITS ONLY)

pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge Maritime Life from all liability under this plan.

<u>Allowable expense</u> means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

<u>Plan</u> means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

Claim forms are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Maritime Life.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At Maritime Life's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Maritime Life's Head Office;

to take effect as of the date such request was executed, but without prejudice to Maritime Life for any payments made before such request is received at its Head Office.

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Maritime Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits:
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits:
- 6 months after the start of Disability for the Employee Weekly Disability Benefit;
- 6 months after the end of the Waiting Period for the Employee Long Term Disability Benefit; and
- 12 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Maritime Life shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

The Health, Dental described in this booklet is/are not insured but is/are payable from the funds of your Employer/Trustees. Maritime Life, however, will administer all benefit payments. The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.

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Contractholder: WEYERHAEUSER COMPANY LIMITED

For employees of Chapleau and their dependents

Revised Group

Contract No. 4558/7532 Date: May 1, 2003

Keep these Schedules in the front cover pocket of your booklet. **IMPORTANT:**

EMPLOYEE LIFE INSURANCE BENEFIT

Classification Amount

All Eligible Hourly Employees under age 71and Early Hourly Retirees:

2 times annual Earnings, rounded to the next higher \$1,000, to a maximum of \$200,000

Notes:

- Earnings means regular income paid by your Employer, but excluding commissions, bonuses and overtime pay.
 - A retroactive change in Earnings will be deemed to be effective on the date the change was determined.
- Your Employee Life Insurance will reduce by 50% at age 65 and will terminate at age 71, or prior retirement.
- Early Hourly Retirees are a closed group of former employees who were provided with limited benefit coverage until age 65 as a result of the site downsizing in 2000. For the purposes of Life Insurance, Early Hourly Retirees who were at least age 55 and retired as a result of the downsizing, are covered for the Basic Amount of Employee Life Insurance until age 65 at which time coverage terminates.

DEPENDENT LIFE INSURANCE BENEFIT

Classification Basic Amount

All Eligible Employees: Spouse: \$12,000

Each Child: \$7,000

Notes:

■ The Basic Amount of Dependent Life Insurance will terminate when the employee's Basic Amount of Life Insurance terminates.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT*

Classification Amount

2 times annual earnings, rounded to the next higher 1,000, to a All Eligible Hourly Employees:

maximu m of \$200,000.

Note:

* This benefit is provided through the Co-Operators Life Insurance Company under Policy # G6699. It is listed here for information only and does not form any part of the insurance contract between Weyerhaeuser Company Limited and Maritime Life Assurance Company. For further details, refer to your Co-Operators Insurance contract.

EMPLOYEE WEEKLY DISABILITY BENEFIT

Classification Amount

70% of weekly Earnings, rounded to All Eligible Employees up to retirement:

the nearest dollar, up to a maximum

benefit of \$570 per week.

The maximum benefit will increase to As of May 1, 2004:

\$580 per week.

As of May 1, 2005: The maximum benefit will increase to

\$590 per week.

The maximum benefit will increase to As of May 1, 2006:

\$600 per week.

Waiting Period:

Accident: 0 days

Illness: 3 days

Illness, if hospitalized: the lesser of 3 days or

period prior to

to hospitalization (day surgery or overnight)

Benefit Duration: 17 weeks*

^{*} The benefit period is for 2 weeks. The disabled employee must apply to E.I. for the next 15 weeks of disability. If the disabled employee does not qualify for E.I. or if payments are delayed, the benefit payments will continue up to 17 weeks. When payment is received by E.I., Maritime Life shall be reimbursed.

EMPLOYEE WEEKLY DISABILITY BENEFIT

Notes:

- The waiting period is completed the day before confinement begins if the employee is confined as an inpatient and hospitalized overnight in a licensed hospital.
- Earnings means annual gross base earnings paid by the Company, excluding any income received by the Company, such as but not limited to bonuses, dividends, overtime and profit sharing.
 - A retroactive change in Earnings will be deemed to be effective on the date the change was determined.
- Participation in a rehabilitation program is mandatory if recommended by Maritime Life.
- Earnings received from a rehabilitation program are only subject to a 100% all-source limitation and are not to be directly offset.
- Benefits are reduced by income payable by CPP/QPP.
- If you suffer a disability for which payment is in dispute or delayed with the W.S.I.B., the Weekly Indemnity payment will be made retroactively if requested by you and provided you have been off work for at least one month due to the disability without W.S.I.B. having accepted the claim and provided you are eligible for Weekly Indemnity Benefits. If the W.S.I.B. claim is subsequently established, you will then repay the Weekly Indemnity payment(s) received to the Insurance Company.
- If you are commencing a maternity leave and are not eligible for E.I. benefits during such leave, you will be presumed disabled and Weekly Indemnity benefits will be made to you for a period of six weeks following the birth without medical evidence being required. If you remains sick due to complications from childbirth longer than six weeks following the date of delivery, you will be eligible for continued Weekly Indemnity benefits, provided you submit medical evidence confirming your condition.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB)

Classification Amount

All eligible employees:

2 week E.I. Waiting Period: 70% of weekly Earnings,

rounded to the nearest dollar, up to a maximum of \$570 per

week.

Next 4 weeks (or longer) of
The amount when combined

benefit period: with the employee's E.I.

benefit does not exceed 70% of the employee's weekly

earnings or \$570.

Note:

As of May 1, 2004: The maximum benefit will

increase to \$580 per week.

As of May 1, 2005: The maximum benefit will

increase to \$590 per week.

As of May 1, 2006: The maximum benefit will

increase to \$600 per week.

Benefit Duration: 17 weeks

Notes:

 Earnings means annual gross base earnings paid by the Company, excluding any income received by the Company, such as but not limited to bonuses, dividends, overtime and profit sharing.

A retroactive change in Earnings will be deemed to be effective on the date the change was determined.

EMPLOYEE LONG TERM DISABILITY BENEFIT

Classification Amount

All Eligible Employees under age 60% of monthly Earnings,

rounded to the nearest dollar, up to a maximum benefit of

\$3,000 per month

Waiting Period: 17 weeks

Benefit Duration: To age 65

Notes:

- The benefit period is to age 65 or for 12 months, if benefits commence after the employee's 64th birthday.
- Earnings means regular income paid by your Employer before you became Totally Disabled, but excluding commissions, bonuses and overtime pay.
 - A retroactive change in Earnings will be deemed to be effective on the date the change was determined.

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HEALTH CARE BENEFITS

Classification

All eligible hourly union employees up to retirement and their dependents:

COVERED CHARGES (See Benefit Description For Coverage Details)

HOSPITAL	
AMBULANCE	OUT-OF-HOSPITAL NURSING
PHYSIOTHERAPY	HEALTH PRACTITIONERS
DENTALCARE FOR ACCIDENT	TALINJURY
DIAGNOSTIC LABORATORY A	ND X-RAY EXPENSES
DRUGS	DURABLE MEDICAL EQUIPMENT AND
	OUT-OF-PROVINCEVISION CARE
HEARING CARE	FOOT CARE

Amount

Calendar Year Deductible

Nil

Lifetime Drug Benefit Maximum for

Fertility Drugs

one period of six cycles

HEALTH CARE BENEFITS

	Amount	
Percentage Payable		
Hospital (Within Home Province) Other Covered Charges	100% 100%	
Hospital (Within Home Province)		
Room and Board Limit	private	
Out-of-Hospital Nursing Benefit Maximum (per calendar year)	\$10,000	
for covered employees over age 65 Maximum (per lifetime)	\$25,000	

Health Practitioners' Benefit Maximum (per calendar year)

Christian Science Practitioner, Naturopath, Osteopath Podiatrist, Masseur, Speech Therapist, Psychologist, Physiotherapist or Chiropodist \$300 per type of practitioner

\$20 per visit up to a maximum of \$425 per person Chiropractor

as of May 1, 2005: maximum increases to \$450 per

person

HEALTH CARE BENEFITS

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Out-of-Province Benefit Maximum

(**per lifetime**) \$1,000,000

Emergency Care

Hospital Maximum Stay 14 days*

In Canada ward
Out of Canada ward

On Referral

Benefit Duration 14 days

Hospital Room and Board Limit ward

^{*} does not apply if licensed doctor (M.D.) certifies that the covered person should not be moved back to such person's home Province

HEALTH CARE BENEFITS

	Amount
Vision Care Benefit Limits (in any 24-month period or 12-month period if under age 18)	
Lenses and Frames or Contact Lenses as of May 1, 2004: as of May 1, 2006:	\$160 \$180 \$200
(in any 24-month period or 12-month period if under age 21)	
Eye Exams	
Contact Lenses, when vis ion can be improved to the 20/40 level by contact lenses but cannot be improved to that level by spectacle lenses	reasonable and customary charges
Hearing Care Limits (in any 60-month period)	\$700
Foot Care Benefit Maximum (per calendar year)	
Orthopedic Shoes	one pair
Corrective Insoles (when prescribed by a physician)	\$200

HEALTH CARE BENEFITS - A

Classification

All eligible early retirees and their dependents:

COVERED CHARGES (See Benefit Description For Coverage Details)

HOSPITAL	
	OUT-OF-HOSPITALNURSING
PHYSIOTHERAPY	HEALTH PRACTITIONERS
DENTAL CARE FOR ACCIDENTAL	LINJURY
DIAGNOSTIC LABORATORY AND	X-RAY EXPENSES
DRUGSD	URABLE MEDICAL EQUIPMENT AND
	OUT-OF-PROVINCEVISION CARE
HEARING CARE	FOOT CARE

Amount

Calendar Year Deductible Nil

Lifetime Drug Benefit Maximum for

Fertility Drugs Nicorettes or other aids to stop \$6,000 \$125 smoking

HEALTH CARE BENEFITS - A

Amount

Percentage Payable

Hospital (Within Home Province) 50%* Other Covered Charges 50%*

* increases to 100% after out-of-pocket expenses exceed \$750 per family per calendar year.

Hospital (Within Home Province)

Room and Board Limit semi-private

Convalescent/Rehabilitation Hospital Maximum (Within Home Province)

Room and Board Limit semi-private Maximum stay (per period 120 days of disability)

Out-of-Hospital Nursing Benefit Maximum (in any consecutive 3 year period)

\$10,000

HEALTH CARE BENEFITS - A

Amount

Health Practitioners' Benefit Maximum (per calendar year)

> Chiropractor, Osteopath, Naturopath, Podiatrist Masseur, Acupuncture Therapist, Speech Therapist, Psychologist, Physiotherapist or Chiropodist

\$300 per type of practitioner

Out-of-Province Benefit Maximum

(**per lifetime**) \$ 100,000

Emergency Care

Hospital Maximum Stay 14 days*

In Canada semi-private
Out of Canada semi-private

HEALTH CARE BENEFITS - A

	Amount
Hearing Care Limits (in any 5 year period)	\$500
Foot Care Benefit Maximum	
Orthopedic Shoes (per calendar year)	\$200*
Arch Supports, Molds or Orthotic devices (per calendar year)	\$200*
* combined maximum of \$200	
Blood Testing Monitors Benefit Maximum (in any 5 year period)	\$175
Mastectomy Prostheses Benefit Maximum (in any 24 month period)	
per prostheses	\$200

DENTAL CARE BENEFITS

Classification

All eligible employees prior to retirement and their dependents:

COVERED CHARGES (See Benefit Description for Coverage Details)

ROUTINE CARE	DENTURES
CROWNS AND BRIDGEWORK	

Fee Guide

Payments will be based on the current Dental Association Fee Guide for General Dental Practitioners of the:

- Province where charges are incurred, if incurred in Canada; or
- covered person's home Province, if incurred outside Canada.

Amount

Calendar Year Deductible Nil

Percentage Payable

Routine Care	100%
Dentures	60%
Crowns and Bridgework	60%
Orthodontics	60%

DENTAL CARE BENEFITS

Benefit Maximum (per calendar year)

Routine Care, Dentures, Crowns and Bridgework (combined maximum)

Unlimited

Benefit Maximum (per lifetime)

Orthodontics (for dependent children only to age 21)

\$2,200

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