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BETWEEN



CASCADES BOXBOARD GROUP - WINNIPEG A DIVISION OF CASCADES CANADA INC

and



COMMUNICATIONS, ENERGY, AND PAPERWORKERS UNION OF CANADA, LOCAL 341

December 5, 2007 to December 4, 2010



10348(04)

# **COLLECTIVE AGREEMENT**

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## BETWEEN

## CASCADES BOXBOARD GROUP - WINNIPEG A Division of Cascades Canada Inc.

AND

## COMMUNICATIONS, ENERGY, AND PAPERWORKERS UNION OF CANADA, LOCAL 341

EFFECTIVE

December 5, 2007 to December 4, 2010

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### AGREEMENT

### Between

## CASCADES BOXBOARD GROUP - WINNIPEG

## A DIVISION OF CASCADES CANADA INC

(hereinafter referred to as the "Company").

#### AND

## COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA

## LOCAL 341

### and its members employed at the Golspie Street location of the Company

### (hereinafter referred to as the "Union").

Whereas. the Union represents more than a majority of the employees coming under the jurisdiction of the Union at the Golspie Street location of the Company, and to the knowledge of the parties. no other individual labour Organization represents, or claims to represent, any of the employees within the jurisdiction of the Union in the foregoing plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment

Now, therefore, for and in consideration of the premises the parties hereto agree as follows

#### PREAMBLE

It is the purpose and intent of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto

#### DURATION

#### December 5, 2007 • December 4, 2010

#### Article **1** RECOGNITIONAND MEMBERSHIP

**1.01** The Company agrees to recognize the Union as the exclusive representative of all permanent employees within the jurisdiction of the Union in the foregoing plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

**1.02** The bargaining unit shall consist of all permanent employees within the jurisdiction of the Union in the foregoing plant save and except office and sales staff, watchmen and technical employees and those excluded by the Manitoba Labour Relations Act.

**1.03** Employees who are hired for special work, such as constructionor temporary maintenancework and summer students have the status of "temporary employee" and are not covered by the terms of this Agreement.

### Article 2

### JURISDICTION

**2.01** The Union agrees that its jurisdiction in, Cascades Boxboard **Group** – Winnipeg Golspie St. is confined to employees of the Company performing functions set forth in Appendix 'A" of this Agreement.

## Article 3

### EQUAL EMPLOYMENT

**3.01** The Company and the Union agree that there will be no discrimination against any employee because of race, colour, creed, sex, sexual orientation, national origin, union membership or union activity.

#### Article **4** WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES

**4.01** Persons whose regular jobs are not in the bargaining unit will not work on any job which is recognized as falling within the bargain unit, except for the purpose of training, instruction, experimentingor in emergencies.

#### Article 5 CESSATION OF **WORK**

5.01 The Union agrees to protect the Company against walkouts, strikes, slow-downs, boycotts or any other form of interference with the peaceful operation of any department coming under the jurisdiction of the Union. The Company agrees to protect the Union against lock-outs by the Company.
5.02 The Union agrees that it will not involve the Company in any controversy or dispute arising outside this Agreement, but the Union reserves the right to refuse to execute any work received from or consigned to, directly or indirectly, a Company or Plant where there is a legal lock-out or strike.

#### Article 6 UNION SECURITY

## 6.01 Present Members:

The Company and the Union agree that all employees of the Company coming under the jurisdiction of the Union shall be members in good standing of such Union.

**6.02** The Company agrees to deduct from the wages of each employee; initiation fees, dues, and commonly levied assessments for the preceding month, and remit same monthly to the Union. The Union will inform the Company in writing of the amounts to be deducted, and will hold the Company harmless with respect to any such deductions.

**6.03** The Company shall provide the Union with written notice of resignations, retirements, promotions and other changes in employee information through the provision of change notice forms.

#### Article 7

### CLASSIFICATION OF EMPLOYEES

7.01 If at any time during the first seven hundred and twenty (720) hours worked, any 'probationary employee" fails to prove satisfactory, such employee may be terminated without recourse in the grievance procedures. Upon completion of such probationary period, the employee shall become permanent and his/her seniority shall date from the date of hire.
7.02 Temporary employees will accrue no seniority while they retain their temporary status.

**7.03** For posting purposes, postings will be awarded to full time employees who sign the postings prior to probationary employees being considered

### Article 8

## MANAGEMENT RESPONSIBILITIES

**8.01** The Management of the plant and the direction of the working forces, including the right to hire, discipline, promote, demote, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Company.

**8.02** The Management reserves the right to introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs and establish and attain reasonable work and production standards. Except to the extent expressly limited by a specific provision of this Agreement, the Company retains all rights, powers and authority to manage its business in all respects.

**8.03** This article will not be used for the purpose of discrimination.

**8.04** In administering this Agreement, the employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## Article 9

## HOURS OF WORK

## 9.01 Definition of a Work Week:

The hours of work per week for all employees covered by the Agreement shall be forty (40), made up of five (5) days (Monday to Friday inclusive) at eight (8) hours per day including a thirty (30) minute per day unpaid meal period.

9.02 (a) One (1) Shift Operation:

Five (5) days of eight (8) hours  $\cdot$  total weekly hours  $\cdot$  forty **(40).** with a shift start time at 7:00 a.m. Monday to Friday inclusive, unless otherwise mutually agreed upon.

(b) Two (2) or Three (3) Shift Operation:

Second Shift or Third Shift - Five (5) nights of eight (8) hours, Monday to Friday inclusive, total weekly hours - forty

(40), unless otherwise mutually agreed upon. The second or third shift shall be a premium shift.

(c) Six Operation:

See Appendix "C" for details.

9.03 Shift Determination:

(a) The determination of the need for a one (1). two (2). three (3) shift, six (6) operation as outlined above, will be solely a Management prerogative.

(b) Employees may exchange shifts with mutual agreement and two (2) weeks prior notification to their respective supervisor(s). If the supervisor(s) feels that operations may be compromised by the exchange he/she will raise it with the plant manager, or designate, who will have the ability to disallow the exchange.

(c) The Company will schedule employees on a two (2) week shift rotation subject to operational requirements. The first will be confirmed and the second week will be tentative based on operational requirements.

(d) Management must give at least two (2) weeks notice before changing shifts. The above does not stop parties from mutual agreement of shift changes during the two (2) week notice period.

9.04 Rest periods:

All employees will be granted a rest period of ten (10) minutes in the forenoon and of ten (10) minutes in the afternoon.

9.05 Run Through Lunch and Rest Periods:

Management reserves the right to run any or all pieces of equipment through meal and rest periods as required.

#### Article **10** OVERTIME

**10.01** The overtime allocation policy is designed to establish

fair guidelines for allocating overtime to qualified employees. Daily Overtime (hour's more than regular shift during

the week) When overtime is required, employees working on that particularjob will be asked first. If they are unable to work the overtime then the qualified senior employees in the work

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cell/department will be asked. If no qualified employees are available in the work cell/department, then the overtime request will be plant wide.

Weekend Overtime or Extra Shift

• A notice will be posted (or a canvass conducted in the case of short notice) when overtime is required. The qualified senior employees will receive priority to work, first within the work cell/department and then plant wide. The company will try to finalize the weekend overtime requirements (with the exception of emergencies) by Thursday noon.

10.02 Computation:

(a) Overtime shall be computed on a daily basis.

(b) Overtime shall be paid at the rate of time and onehalf for the first three (3)

hours after regular day's work and double time thereafter.

(c) If overtime is continued for more than one (1) hour in a day, employees shall be entitled to one ten (10) minute paid rest period.

(d) When overtime is continued for more than one (1) hour in a day, without scheduling or notice in advance of the work day, a meal allowance of six dollars ((6.00) will be payable in cash and delivered to the employee within the first two (2) hours of overtime. and specifically by 5.00 p.m.

(e) No time off shall be granted in lieu of overtime pay. **10.03** Saturday Work:

Time and one-half shall be paid for the first three (3) hours worked Saturday. Double time shall be paid for all hours worked after three (3) hours on Saturday.

10.04 Sunday Work:

Double time shall be paid for all hours worked on Sunday.

10.05 Paid Holidays:

Employees required to work on **a** paid statutory holiday shall receive double time for all hours worked plus one (1) day's pay.

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10.06 No Duplication of Overtime Pay:

Payment of **overtime** rates shall not be duplicated for the same hours worked.

## Article 11

## PREMIUM PAY FOR NIGHT SHIFTS

**11.01** (a) The off-shift premium rate for the second and third shifts shall be:

٠	Dec 5, 2007	\$0.95
٠	Dec 5, 2008	\$1.00
•	Dec 5, 2010	\$1.05

Where overtime rate applies, it shall be time and one-half for the first three (3) hours and double time thereafter based on the night rate.

(b) If employees are required to transfer to a night shift for three (3) or more nights, they shall be paid premium night shift rates for all hours worked in that week.

(c) The night shift premium rate shall not be taken into account when working overtime for Saturday, Sunday or paid holidays while on a day shift.

#### Article **12** WAGES

12.01 Job Classification and Wage Rates:

The included Wage Schedule, Appendix "A", indicates the approved and accepted scale of rates of all classifications of function.

12.02 New Employees and/or Changing Jobs:

Employees beginning employment with the Company, or changing their jobs within the Company, shall receive progressive pay increases as per Appendix "A" based on the day they started in their position.

(a) Thereafter, increases shall be every six (6) months until top rate is reached unless otherwise outlined in Wage Schedule Appendix 'A".

(b) The adjustment of rate of any employees may be deferred if evidence is submitted at a meeting of Management and Shop Committee Chairperson that the employee is not developing at a normal pace.

#### 12.03 Special Call for Work:

(a) Any employee who, after punchingout, is especially called and required to go on duty for repair or other work shall receive overtime for all hours worked or not less than four (4) hours straight time, whichever is greater. When the call in occurs within three (3) hours prior to the starting time of the employee's regular shift, the employee will extend call in to complete scheduled full shift hours and will be paid four (4) hours straight time in addition to their regular pay.

Employees called back such work shall be allowed a turnaround time of eight (8) hours before beginning their regular 'shift. without monetary penalty. Any wages lost by an employee due to turn-around time, will be reimbursed by the Company.

When the recall occurs on the second or third shift, nightshift premium will apply. Call time ceases two (2) hours prior to the starting time of the employee's regular shift.

(b) The employee on recall will only work on the emergency situation for which recalled unless other emergencies arise while on Company property.

(c) An employee asked to double back on a shift **so** that they are working more than their regular hours in a twenty-four (24) hour period shall be paid at overtime rate for all hours in excess of regular hours.

### 12.04 Reporting to Work:

(a) .Employees reporting for work on their regular shift, unless otherwise instructed, shall receive not less than their regular day's pay at the rate for their recorded function. If, however, the employee is informed the preceding day by the supervisor or the individual in charge that there will be no work available at their recorded function the next day, but that other work is available on another function and if the employee accepts the work, it is with the understandingthat they will be paid the rate for the function performed the following day.

(b) The Company will not be responsible for giving notification to employees who are not at work and fail to leave specific instructions as to how they may be reached, or who cannot be reached after such instructions have been followed.

(c) It is agreed that the stipulations of this section of the Agreement are void in case of major breakdowns or other emergencies beyond the control of the Company.

## 12.05 Safety Shoes:

The Company will reimburse an employee one hundred dollars (\$100.00) every year (receipts required) towards the purchase of safety shoes.

12.06 Alarm Service Premium:

Employees assigned to plant security alarm service duty in addition to their regular duties shall be paid a twentyfive cents (\$.25) per hour premium.

12.07 Uniforms or Coveralls:

MaintenanceTradesmen will be provided with coveralls or uniforms at no cost to them on the following basis:

• each person will be given up to five (5) pairs of coveralls or uniforms.

- the Company will arrange for these coveralls/uniforms to be laundered on a regular basis.

Over the life of the collective agreement, the Company will purchase two (2) sets of uniforms for all printing crews. Article 13

### VACATIONS

**13.01** The Company will endeavor to grant all employees two (2) weeks vacation **during** the summer vacation **season**. The weeks of the vacation are to be arranged at least one (1) month in advance, whenever possible to do **so**.

**13.02** Vacation entitlement for all employees shall be based on length of continuous employment with the Company prior to July **1st** in any year according to the following schedule:

LENGTHOP		
CONTINUOUS	VACAT	<u>ION PAY</u>
SERVICEAS	VACATION	ENTITLEMENTIN
AT JULY <b>1ST</b>	ENTITLEMENT	REGULAR
INCLUSIVE	IN WEEKS	WEEK'S WAGES
1 month		1/6
2 months	2	1/3
3 months	2	1/2
4 months	2	2/3

5 months	2	5/6
6 months	2	1
7 months	2	1-1/6
8 months	2	1-1/3
9 months	2	1-1/2
10 months	2	1-2/3
11 months	2	1-5/6
1 or more years but		
less than 5 yrs.	2	2
5 or more years but less than 10 yrs.	3	3
10 or more years but less than 19 yrs.	4	4
19 or more years but less than 27 yrs.	5	5
27 or more years	6	6

Employees shall first become entitled to third, fourth, fifth and sixth week of vacation on their 5th. 10th, 19th and 27th anniversary **of** continuous service respectively.

Any such vacation shall not be granted prior to the anniversary but must be scheduled between their anniversary and the following December 31st.

Third, fourth, fifth and sixth weeks of vacation must be taken as work requirements permit and at the discretion of Management. Liaison with the Union on vacation schedules will be maintained through the Shop Committee Chairperson. **13.03** Where the employment of an employee is terminated, he/she shall receive payment in lieu of any vacation to which the employee has become entitled and for which the employee has not received vacation with pay.

**13.04** (a) Vacation pay shall be computed as follows:' For each week vacation, two percent (2%) of gross earnings for the previous year ending December **31st.** • or • thirty-seven and one-half (37-112) hours at the employee's classified straight time rate, if the employee has worked a minimum of one thousand (1000) hours in the previous year ending December **31st.** • whichever is the greater.

(b) The following hours will count as hours worked for the purpose of qualifying for vacation pay: vacations, paid holidays and time spent on Worker's Compensation not exceeding one year.

**13.05** If an employee, who has worked for the Company for at least three (3) years of continuous service, has been absent due to illness or accident during the previous year, they shall receive a minimum of one (1) week's pay for each week of vacation to which they are entitled. provided they have worked at least twenty-six (26) weeks of the previous vacation year.

**13.06** Vacations due in any year must be taken during that calendar year; they cannot be accumulated.

**13.07** The Company shall make such rules as it shall deem necessary or desirable for the administration of the vacation plan and shall prepare schedules fixing the time when employees shall receive their vacation. The Company may at any time make such revisions in such rules and schedules as it may deem necessary or desirable. The Company's decision shall be final on any question arising out of the administration of the plan, and no such question shall be a grievance within the meaning of the term as used in this Agreement. The Company shall, however, endeavor to prepare the vacation schedules to suit the convenience of the employees wherever possible and practical.

#### Article **14** PAID HOLIDAYS

**14.01** (a) The following holidays in each calendar year shall be recognized whenever possible and the time limits as specified are subject to change by mutual consent:

DAY	TOTAL H	OURS	TIME LIMIT
New Years	Day	} 32 Hours	3:00 p.m. on the day
			preceding the holiday
			to 11:00 p.m. on the day
			of the holiday.
Louis Riel	Day	) 24 hours	11:00 p.m. on the day
Victoria Da	ay	}	precedingthe holiday
Good Frid	ay	}	to 11:00 p.m. on the day
Dominion	Day	}	of the holiday.

**Civic Holiday** } Labour Day } Thanksgiving Day } Remembrance Day } Christmas Day ) 32 Hours 3:00 p.m. December24 to 11:00 p.m. December 25. Boxing Day } 24 Hours 11:00 p.m. on the day preceding the holiday to 11:00 p.m. on the day

of the holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday and the above schedule shall be applicable.

If a holiday falls on a Sunday, the following Monday shall be considered a holiday and the above schedule shall be applicable.

#### (b) PERSONAL SICK DAYS:

Employees will be granted two (2) paid personal sick days & two (2) unpaid personal sick days in each calendar year without infraction or penalty.

**14.02** All permanent hourly rated employees who are not required to work on the following eleven (11) recognized holidays: New Year's Day, Louis Riel Day Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall, providing the employee is actively employed sometime during the week of the holiday, receive pay for the normal straight time hours of the day of the holiday, subject to the following conditions:

Provided the employee has worked a full work day both the working day preceding and following such holiday, in which case he or she shall receive pay for that holiday. If the employees work less than the full work day on any such days, they shall receive holiday pay less the hours they were absent on any such days.

If an employee is absent from work without leave from the Management on any of such days, he/she shall not receive pay for such holidays.

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In the event that one (1) of the paid holidays falls in a week when an employee is on paid vacation, such employee shall receive pay for the holiday in addition to the employee's vacation pay provided the employee has fulfilled the conditions governing holiday pay.

Holiday pay shall be computed on the basis of the hourly rate for the job/shift on which an employee would have worked on the day on which the holiday occurs.

If there is a paid holiday and an employee is a member of the Union Executive and attends a Union meeting the night preceding and is on the night shift, he or she shall receive the normal holiday pay.

#### Article 15 SENIORITY

15.01 Purpose:

It is understood and agreed that in all cases of promotion, or increase or decrease of forces, length of continuous service shall govern as between individual employees when they are on substantially the same basis as to the following factors: Knowledge, training, ability, skill and efficiency. When a senior employee is not chosen for a promotion or a position, the reason shall be given in writing to the Union through the Shop Committee Chairperson in the plant before the change is made.

15.02 Computation:

Seniority will be accumulated from the first day of employment, after successful completion of the probationary period. An updated seniority list shall be given to the Union by the Company on a quarterly basis. The list will include the employee's clock number, full name, seniority date and classification.

**15.03** Causes for **Loss** of Seniority and Continuous Service; and Grounds for Termination:

An employee will lose all seniority and continuous sewice only if such service is interrupted for any of the following reasons:

- (a) He/she quits their employment.
- (b) He/she is discharged for just cause.
- (c) He/she is absent for three (3) consecutive working

days (excluding Saturdays, Sundays and Holidays) and fails to contact the company with a reasonable cause for such absence.

(d) He/she, after being recalled from lay-off by the Company, fails within forty-eight (48) hours to signify their intention to return to work and is therefore passed over or fails to return to work within five (5) days after being recalled, without legitimate reason to do so.

(e) Employee laid off, through no fault of their own, for a period exceeding three (3) months when seniority and continuous service is less than one (1) year:

for a period of nine (9) months when seniority and continuous service is less than five (5) years; and one (1) year when seniority and continuous service exceeds five (5) years.

(f) If he/she does not report for work upon expiration of an authorized leave of absence unless excused for reasonable cause.

15.04 Transfers Outside the Bargaining Unit:

Employees transferred by the Company to a clerical or supervisory position within the plant outside the bargaining unit shall maintain their seniority for a period of up to one (1) year for the purpose of transferring back into the bargaining unit. If such employee remains on the job outside the bargaining unit for more than one (1) year, he/she will lose all length of continuous service in the bargaining unit.

#### 15.05 Job Postings:

Vacancies occurring on bargaining unit jobs shall be posted on the Company bulletin board for a period of two (2) calender weeks, statutory holidays excepted.

Any employee wishing to apply may do  ${\rm so}$  to the Human Resources Department.

A copy of the posting will be given to the Shop Committee Chairperson the day it is posted, and the list of applicants the day after the closing date. The posting shall contain a brief description of the vacancy, classification of function (position), the opening and closing date of the posting and the effective date of the position.

If the chosen applicant becomes uninterested in the job or is incapable of performing the regular functions of the job

within the first three (3) months the employee will be returned to their previous bargaining unit position.

#### Article 16

#### AUTHORIZATION OF REPRESENTATIVE

**16.01** A member of the Union, an employee of the Company, chosen by the employees **of** the Company (Union members), to be known as the Shop Committee Chairperson, shall be recognized as the Official Representativeof the Union.

The Shop Committee Chairperson, or Appointee, shall represent the Union for the settlement of any internal complaints, to do with employee complaints, conditions of work complaints or adjustment of mutual agreements providing they are not in conflict with the principals of the Union.

The Company acknowledges the right of the Union to appoint not more than four **(4)** representatives to assist in presenting its grievances to the Company and for negotiation of a new contract.

The Company will allow the Shop Committee Chairperson, with relevant member of the Shop Committee available at that time, *to* perform their duties as laid down above and compensate them for this at their basic hourly rate. Compensation applies only for time spent on their regular work shift.

**16.02** Union Business on Company Time:

No Union meeting or activities of any kind shall be held on Company property during working hours, unless authorized by Management.

16.03 Bulletin Boards:

The Union shall have the **use** of a bulletin board for the posting of Union announcements and notices.

## Article 17

## GRIEVANCE PROCEDURE

17.01 Purpose:

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It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and *it* is generally understoodthat an employee has no grievance until they have first given to their Supervisor an opportunity of adjusting their complaint.

#### 17.02 Definition:

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Any grievances that now exist or which may arise and any dispute concerning the meaning and application of the provisions of this Agreement may be taken up for adjustment as follows.

17.03 Steps in Grievance Procedure:

Step One (1) - Shop committee Chairperson or dele-gate to Supervisor within seventy-two (72) hours, three (3) scheduled working days of the alleged grievance;

Step Two (2) - Local Union Grievance Committee to the Plant Manager in writing within five (5) scheduled working days of the alleged grievance;

Step Three (3) - In the event that the parties are unable to agree as to the disposition of any grievance within fifteen (15) days after it shall have been presented under Step Two (2), it shall then be submitted, within fifteen (15) days after Step Two (2) is completed, to a Committee of Appeals which shall consist of the General Manager of the Division and the President of the Union, or their representatives chosen for the purpose.

In the event the Committee of Appeals is unable to agree as to the disposition of any grievance within fifteen (15) days after its reference to that Committee, the Company and Union members of that Committee shall proceed to appoint a Board of Arbitration.

17.04 Union Policy Grievance or Company Grievance:

**17.04 Union** Policy Grievance or Company Grievance: A union policy grievance or a company grievance may be submitted to the Company or the Union, as the case may be, in writing, within thirty (30) days from the time the circum-stances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step Three (3) or Article 17.03. The Company or the Union, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance **must** be submitted **to** arbitration within thirty (30) days of the delivery of such written decision and the arbitration sections of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood and agreed that the provisions of this Article 17.04 shall not be used by the Union in a grievance directly affecting an employee or group of employees.

17.05 Arbitration:

The Board of Arbitration shall be composed of one (1) Company appointed member, one (1) Union appointed member and one (1) impartial member, appointed by the Company and the Union who shall be the Chairperson. Upon the failure of the Company and the Union to select the third impartial member of the Board of Arbitration, the matter shall be referred to the Minister of Labour, Province of Manitoba, requesting him/her to appoint the third Arbitrator.

The Board of Arbitration **so** chosen shall convene and register its decision within fifteen (15) days of the appointment of the third impartial member. All decisions rendered by a majority of such a Boardof Arbitration shall be limited, however, to construing and interpreting the rights of the parties under the terms of this Agreement.

It shall have no power to amend this  $\ensuremath{\mathsf{Agreement}}$  or add to its terms in any way.

Each of the parties hereto shall bear the expense of the Arbitrator appointed by it and the parties shall jointly bear the expense of the Chairperson of the Arbitration Board. if any. The parties may mutually agree to the appointment of a single arbitrator, as an alternative to a three person board.

No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

#### Article 18

#### DISCIPLINEAND DISCHARGE CASES

**18.01** A claim by an employee who has attained seniority that he/she has been discharged without just cause shall be treated as a grievance and shall be lodged in writing to the Company and the Union within five (5) working days after the employee ceases to work for the Company. The grievance shall thereupon be processed commencing with the Step Three (3)of the Grievance Procedure. If the employee's claim is found to be justified. he/she shall be reinstated in his/her employment, with full compensation for the time lost at regu-

lar rates, or with such lesser compensation as may appear just and equitable to the conferring parties or the Arbitration Board as the case may be.

**18.02** If an employee has been discharged without notice, he/she shall have the right to interview his/her Shop Committee Chairpersonfor a reasonable period of time before leaving the premises.

**18.03** The employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

The presence of Union Shop Steward is mandatory at any meeting where a union member is present if the intent of the meeting is to:

- 1. Determine the need for discipline.
- 2. Administer discipline.

#### Article 19

#### LEAVE OF ABSENCE

**19.02** Maternity, Parental and Compassionate Care Leave:

(a) Maternity Leave, Parental Leave and Compassionate Care Leave shall be granted in accordance with provincial legislation.

Parental Leave:

(b) A one (1) day paid leave will be granted to the employee on the birth or adoption of the employee's child.

(c) Time spent on maternity, parental or compassionate care leave shall count as service for the purpose of all contract benefits.

**19.02** Bereavement Leave:

An employee, with a minimum of one (1) year service, will be granted paid leave at straight time hourly rate for normal time lost, when such time is necessitated by arrangements for and attendance at a funeral when death occurs in the employee's immediate family. Paid leave will be granted as follows:

Five (5) days when death occurs to a spouse (common law or other), child, stepchild, mother or father.

Three (3) days when death occurs to a mother-in-law, father-in-law, legal guardian, brother, sister, grandparent.

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One (1) day when death occurs to a brother-in-law,sister-in-law or a grandchild.

When bereavement leave coincides with vacation or a paid holiday, such vacation or holiday will be deferred and later taken at a mutually agreeable time. An employee will not be eligible to receive paid bereavement leave in addition to receiving any other form of wage compensation.

### 19.03 Jury Duty:

All employees called for jury, or crown witness duty will be paid the difference between their base wage rate and the allowance paid by the Court.

#### 19.04 Union Leave:

An employee who is elected or appointed to represent the Union at Union functions shall be allowed ten (10) working days per year leave of absence without pay, subject to prior approval by the Employer. During such leave of absence, the employee's regular wages shall be maintained by the Employer, and the Union agrees to reimburse the Employer the full costs of such regular wages.

#### 19.05 Medical Placement:

In the event an employee returning from sick leave is no longer able to perform his/her job. the Company and Union will meet and work towards integrating this employee into another position. This will be done within the constraints of "Undue . Hardship".

#### 19.06 General Leave of Absence:

An employee may apply for a general leave of absence without pay. Each case will be considered on its own merits. Article 20

### **GROUP INSURANCE**

20.01 The Company agrees to pay the premiums for benefits provided under Appendix "B" - Group Insurance. for full time, active, seniority employees on the first of the month following completion of three (3) months of continuous active service. 20.02 The following conditions apply:

(a) The Union agrees that any rebate resulting from registration of the  ${\rm loss}$  of income benefits with the employment Insurance Commission, shall be retained by the Company.

(b) Upon request, the Company will present to the Union the appropriate agreements between the Carrier and the Company.

(c) The benefits provided are subject to the terms, conditions and limitations of the carrier policies, If there is any inconsistencybetween this documentation and the actual provisions of the policies, the provisions outlined in the policies shall apply without exception.

(d) The Company will pay premiums for life insurance, AD & D, weekly disability income, hospital, ambulance and dental benefits subject to the following limitations:

1) If an employee goes on lay-off or goes on approved leave for personal reasons other than disability, his/her coverage continues up to one (1) month.

2) Any benefits payable under this Agreement during the continuance period provided in the preceding paragraph will be reduced by the amount of benefits provided as an employee of another employer.

3) If an employee is absent due to disability, all coverage continues during such disability up to one (1) year from the date he/she last worked or until used up, whichever happens first.

4) If an employee becomes disabled during any lay-off and has recall rights while any of his/her coverage is still in force, any coverage remaining continues during such disability up to one (1) year from the date he/she last worked.

5) All benefits for which an employee is eligible shall continue during maternity, parental or compassionate care leave

6) If an employee's continuous service with the Company is broken, all coverage stops immediately except that life insurance protection continues for thirty-one (31) days. Except as provided in 'Life Insurance for Retired Employees', all coverage hereunder shall cease upon an employee's retirement.

(e) In the event that benefits are terminated for an employee in accordance with Article 20.02 (d), the reinstatement of full benefits (life insurance, AD & D, weekly disability income, hospital, ambulance and dental) will commence the first of the month following his/her return to work.

#### Article 21 PENSION PLAN

**21.01** Provisions of the Pension Plan are incorporated in the Pension Agreement.

**21.02** The Company agrees to administer the Pension Agreement with the Union in accordance with the Pension Benefit Act of Manitoba and Regulations there under including specifically Sections **21**, **22** and **23** (21: Vesting, 22: Funding, and 23: Information to members in the Act).

**21.03** The pension benefit level shall be for all employees retiring after:

- December 5, 2007 \$37.00 per month per year of service

- December 5, 2008 \$37.50 per month per year of service Article 22

SEVERANCE ALLOWANCE

For the purposes of this article. the Company is Cascades Canada Inc..

**22.01** (a) Should the Company decide to permanently close the plant and terminate the service of employees, such employees who are terminated will be entitled to a severance pay subject to the provisions of this article.

(b) An employee must have at least one (1) year of continous service with the Company to be eligible for any severance pay. For each year of continous service. an active permanent employee shall receive one (1) week of severance pay for each full year of service to a maximum of twenty-six (26) weeks.

(c) A week's severance pay shall be determined by calculating the employee's posted straight time pay rate for the actual hours worked on a one shift basis during a normal work week thirty-seven and one-half (37-112) hours. The above severance pay will be **paid** to the employee in a lump sum at the time of termination.

(d) Acceptance of severance pay by the employee will terminate his/her status as an employee and the Company will cease any further obligation to the employee.

(e) In no event will the Company or its affiliates pay severance pay more than once.

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# Article 23

## EQUIPMENTAND PROCESS CHANGES

**23.01** If any equipment not covered by the terms of this agreement is installed by the Company, or if any significant additions or modifications are made to existing equipment, a temporary rate will be established by the Company and the new equipment or process will be put into operation. Both parties will meet within ninety (90) days after installation for the purpose of agreeing to a permanent rate. In the event that agreement on a satisfactory rate cannot be reached, the matter will be referred to the grievance procedure and the date of the new rate will be effective the date of the grievance.

#### Article 24 PROVINCIAL OR FEDERAL LEGISLATION

**24.01** The provisions of this Agreement shall be subject to any Provincial or Federal Legislationwhich now is existing or which thereafter may be made, except to the extent expressly limited by a specific provision of this agreement where' allowed.

### Article 25

### PRECEDENTS

**25.01** No precedents or provisions, conditions, rules or agreements shall be recognized in any way to effect or modify this Agreement and all precedents, provisions, conditions, rules and agreements are superceded by this Agreement.

#### Article 26

### DURATION OF AGREEMENT

**26.01** This Agreement shall remain in force, unless otherwise stated, for a period of three (3) years from December **5**, 2007 to December **4**, 2010, inclusive and shall continue in force from year to year thereafter as set forth in the following paragraph.

**26.02** If either party to this Agreement shall desire to amend or abrogate any or all of its provisions on December **4** in any year, such party shall give notice not less than sixty (60) days prior to December **4**. If either party shall **so** notify the other party in accordance with the preceding section, this Agreement shall terminate on the next December **4**. If neither party shall so notify the other party.

Agreement shall continue in full force and affect for a period of one (1) year from the next succeeding December 5 and from year to year thereafter as provided in this article.

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#### Article 27

## SPECIAL MEETINGS AND AGREEMENTS

27.01 During the life of this Agreement, any agreement reached by the Management and the Union on a matter which may arise and is not already covered by this Agreement will be put in writing and approved by both parties.

## Article 28

## TRAINING

#### 28.01 Operator Cross - Training

Training opportunities occurring on bargaining unit operator positions shall be posted on the company bulletin board for one week. Any operator wishing to apply may do so to the Human Resources Department.

Applicants will be selected on the basis of seniority. The selection of a senior employee may be deferred if evidence is presented at a meeting of management and union that supports his or her deferral.

If the chosen applicant becomes uninterested in the job or is not developing at a normal pace they will be returned to their previous bargaining unit classification. 28.02

#### Operator in Training

Training opportunities occurring in the Operator in Training classification shall be posted on the company bulletin board for one week. Any employee wishing to apply may do so to the Human Resources Department.

Selection of applicants will be as per selection criteria for posted positions. Length of training will be at company discretion.

If the chosen applicant becomes uninterested in the job or is not developing at a normal pace they will be returned to their previous bargaining unit classification.

Once trained, employees will return to their previous bargaining unit classification and may apply to any permanent operator posting that exist presently or in the future.

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This Agreement is duly executed by the said parties this\_\_\_\_\_day of \_\_\_\_\_\_2005.

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FOR THE COMPANY:

FOR THE UNION:

ZAUL 1 H Vielhaber

≫ T)ee 1. D Wasnik

Chairman. Standing Committee

General Manager

C. Man J. Murray

Human Resources She H Schnerch

Controller

J. Briggs Standing Committee

R Bull Standing Committee

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Delfim-Ideias Regional General Manager

R. Spencer //// Standing Committee

A. L.C. ane

President/C E P. Local 341 ())

J. Dixofi National Representative C. E.P. U

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	Class	Work Cell	1st 6 mths	6-12 mths	12-18 mths	18-24 mths	24-30 mths	30-36 mths
	C1	Press 1	<b>\$</b> 26.42	\$ 28.01				
	C2	Press2	\$ 20.47	\$ 22.94				
	C3	Press 3	\$ 17.29	<b>\$</b> 17.92	\$ 18.81			
28	C4	Die Cutter Operator	\$ 19.52	\$ 20.17	\$ 2101	\$ 21.33		
	C5	Operator in Training	\$ 16.83					
	C6	Finishing Operator	<b>\$</b> 17.58	\$ 18.37	\$ 18.59	\$ 19.87		
	C7	Sheeter	\$ 16.92	\$ 18.26	\$ 18.68			
	C8	Assistant	\$ 11.18	\$ 12.61	\$ 13.78	\$ 14.99	\$ 16.05	\$ 16.44

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		Apper	ndix /	A	Decem	ber	5, 2007					I
Class	Work Cell	1st 6 m	ths	6•	12 mths	12	- 18 mths	18 -	24 mths	24	- 30 mths	30 - 36 mths
S1	Licenced Electrician/ Machinist/Mechanic	\$ 25.	68									
S2	Graphics	\$ 20.3	29	\$	21.52	\$	23.73					
S3	Plate maker	\$ 17.0	54	\$	18.96	\$	20.29					
8 S4	Make Ready	<b>\$</b> 17.	79	\$	19.61	\$	21.01					
S5	Ink Technician	\$ 15.6	54	\$	16.39	\$	17.30					
S6	Coordinator	\$ 18.4	46	\$	18.88	\$	19.17					
S7	Shipper/Receiver	\$ 17.	17	\$	17.70	\$	18.24					-
S8	Die Maker	\$ 20.3	29	\$ :	20.29	\$	21.51	\$	21.51	\$	23.73	
* Indi	viduals designated as a lea	ad hand	will	rec	eive a	pre	mium <b>d</b>	fif	ty cents	(\$0	.50).	

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		A pendix	Agendix pu D≋cemb≋r 5, 200≋	b≋r5,200≲			
Class	Work Cell	1st 6 mths	6 - 12 mths	1st 6 mths   6 - 12 mths   12 - 18 mths   18 - 24 mths   24 - 30 mths   30 - 36 mths	18 - 24 mths	24 - 30 mths	30 - 36 mths
с <sup>.</sup>	Press 1	\$ 26.95 \$ 28.57	\$ 28.57				
C2	Press 2	\$ 20.88 \$ 23.40	\$ 23.40				
S	Press 3	\$ 17.63	\$ 17.63 \$ 18.28 \$ 19.18	\$ 19.18			
4	C4 Die Cutter Operator	\$ 19.91	\$ 20.57	\$ 19.91 \$ 20.57 \$ <b>21.43</b> \$ 21.75	\$ 21.75		
CS	Operator in Training	\$ 17.17					

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\$ 11.40 \$ 12.86 \$ 14.06 \$ 15.29 \$ 16.38 \$ 16.77

\$ 17.94 \$ 18.74 \$ 18.97 \$ 20.27

C6 Finishing Operator

Sheeter Assistant

C7 C8

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\$ 17.26 \$ 18.62 \$ 19.05

Inclide Blact signated Blact had with the signation of fifty star ∏10.50).

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		Appe	endix	Appendix A December 5, 2008	emb	er 5	, 2008			
Class	Work Cell	1st 6 mths		6 - 12 m	ths '	12 - 1	8 mths	18 - 24 mths	6 - 12 mths   12 - 18 mths   18 - 24 mths   24 - 30 mths   30 - 36 mths	30 - 36 mths
S1	Licenced Electrician/ Machinist/Mechanic	\$ 26	26 z0					•		
S2	Graphics	с \$ 20 с9	U G J	\$ Z1.35		в	D Z			
S3	Plate maker	\$ 17,99		\$ 19.34		۲) ج	\$ 20.69		-	
S4	Make Ready	\$ 18	3.14	\$ 18.14 <b>\$ 20.01</b>		(N €9	\$ 21.43			
S5	Ink Technician	\$ 15.95		\$ 16.72		\$	\$ 17.65			
S6 .	Coordinator	\$ 18	18.83	\$ 19.26		\$	19.55			
27	Shipper/Receiver	\$ 17.51		\$ 18.05		\$	\$ 18.60			
S8	Die Maker	\$ 20.69		\$ 20.69		~ ∽	\$ 21.94	\$ 21.94	\$ 24.20	
* Indiv	* Individuals designated as a lead hand will receive a premium of fifty cents (\$0.50)	ad han	ll will	receiv	e a p	rem	ium of	fifty cents	(\$0.50).	

Class	Work Cell	1st 6 mths	6 - 12 mths	12 - 18 mths	18 - 24 mths	24 - 30 mths	30 - 36 mths
C1	Press 1	\$ 27.75	\$ 29.43				
C2	Press 2	\$ 21.51	\$ 24.10				
C3	Press 3	\$ 18.16	\$ 18.83	\$ 19.76	F		
C4	Die Cutter Operator	\$ 20.51	\$ 21.19	\$ 22.98	\$ 212.41		
C5 .	Operator in Training	\$ 1768					
C6	Finishing Operator	\$ 18.47	\$ 19.30	\$ 19.54	\$ 20.88		
C7	Sheeter	\$ 17.78	\$ 19.18	\$ 19.62			
C8	Assistant	\$ 11.74	\$ 13.25	\$ 14.48	\$ 15.75	\$ 16.87	\$ 17.27

s/b =\$22.41

Class	Work Cell	1st6 mths	6 - 12 mths	12 - 18 mths	18 - 24 mths	24 - 30 mths	30 - 36 mths
S1	Licenced Electrician/ Machinist/Mechanic	\$ 26.98					
S2	Graphics	\$ 21.31	\$ 22.61	\$ 24.93			
S3	Plate maker	\$ 18.53	\$ 19.92	\$ 2131			
S4	Make Ready	\$ 18.69	S 20.61	\$ 22.08			
S5	Ink Technician	\$ 16.43	\$ 17.22	\$ 18.17			
S6	Coordinator	\$ 19.40	<b>\$</b> 19.84	\$ 20 14			
S7	Shipper/Receiver	\$ 18.04	\$ 18.59	\$ 1916			
S8	Die Maker	\$ 21.31	S 21.31	\$ 22.60	\$ 22.60	\$ 24.93	

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#### Appendix **"B"** GROUP INSURANCE

Appendix B

■ Definition of Employee and Dependents **who** may **be** Insured:

 $\label{eq:employees} \mbox{EMPLOYEES-Fulltime employees become eligible for insurance on the completion}$ 

of three (3) months of continuous active service. (Effective date 1st of the month

following three (3) months continuous service).

DEPENDENTS:

1) An employee's spouse,

2) Subject to the carrier's conditions, other dependents shall be unmarried children of employees up to and including the day the dependent reaches nineteen (19) years of age and dependent students under the age of twenty- five (25).

A "Spouse" is the person who is lawflully married to an employee and who, at the date as of which a benefit becomes payable under the plans, is not separated from the employee either legally or by written agreement. Children include, in addition to natural children, legally adopted children, step-children residing in the employee's household and any children supported solely by the employee and permanently residing in a household of the employee.

A "Common Law Spouse" shall mean a partner who has been publicly maintained and represented as a spouse continously for the previous one (1) year, provided all prior spouses have been disqualified.

Dependents do not include anyone who works for the Company or **a** subsidiary or lives outside Canada and the United States.

2. Selection of Group Insurance Carrier:

The Company reserves the right to choose the insurance carrier but must give at least thirty (30) days notice of any such change to the Union.

**3.** General Requirements for Benefits:

1) Employees whose first day worked is prior to the

effective date shall become covered under this Agreement on the effective date if at work, otherwise they shall become covered under this Agreement on the first day they return to work following completion of three (3) months of continuous active service.

Employees who do not become covered under this Agreement on the effective date who were covered under the preceding Group Insurance Plan shall continue to be covered in accordance with the terms of such preceding plan until they return to work at which time they shall become covered under this Agreement as set forth above.

2) Dependents shall become covered under this Agreement on the date the employees, on whose behalf such dependents are covered, become covered unless such dependents are confined in a hospital, nursing home or like institution on such date, in which case they shall become covered under this Agreement upon their resumption of normal activities thereafter.

3) In the event of recurrence of a disability or claim which commenced prior to the effective date, benefits shall be provided under this Agreement reduced by the period for which benefits were provided under the precedingAgreement.

4) Part time employees shall be covered under this Agreement only if they work an average of twenty (20) hours or more weekly and their principal occupation is with the Company. A student employed by the Company during their vacation from school shall not be covered under this Agreement.

5) Benefits under this Agreement shall not be provided for any service rendered in or by any facility contracted for or operated by any government for the principal purpose of treatment of members or ex-members of its armed forces.

6) Revisions to benefit levels as provided by this Agreement will apply to employees who are actively at work as of the effective date of the revised benefit levels. Dependents become covered for benefit revisions on the same date as the employee unless disabled as **of** this date and under such circumstances dependents will become covered following their resumption **of** normal activities.

4. Life Insurance:

#### a) Amount of Benefits:

EMPLOYEES - Sixty thousand dollars (\$60,000.0). The amount of Life Insurance provided herein shall include any amount of death benefits provided at Company cost under any other benefit plan of the Company or a predecessor Company.

b) Eligibility for Benefits:

Life Insurance shall be payable upon the death of an employee from any cause while **so** insured to the beneficiary named by the employee. The employee may, subject to any applicable laws, change his/her beneficiary at any time by giving written instructions to his/her Human Resources Department.

#### c) Total Disability Benefit:

If an employee becomes totally disabled before their sixty-fifth (65th) birthday. the life insurance at the time of their disability will be kept in force as long as he/she continues to be totally disabled but in no event beyond the lesser of his/her sixty-fifth (65th) birthday or the date that the employee becomes entitled to a pension excluding the total and permanent disability pension provision. Proof of total disability will be required from time to time.

d) Life Insurance for Retired Employees:

Upon retirement' under the provisions of the Pension Agreement in effect between the Company and the Union, the employee shall be provided coverage for Life Insurance in an amount equal to five thousand dollars (\$5,000.00).

'If the employee is terminated and receives **a** total and permanent disability pension, this clause will become operative when the employee commences to receive their early or normal retirement pension.

## Conversion Privilege:

When your insurance terminates because of termination of your employment, you will have the privilege of converting your Life Insurance within the next thirty-one (**31**) days without medical examination to a new policy on any of Blue Cross's regular plans (except term insurance other than term

insurance to age sixty-five (65) and term insurance for a period of one (1) year which may be converted to a form other than term insurance) without Total Disability Benefit or Accidental Death Benefits for an amount not exceeding the amount of your Group Life Insurance. The premium will be at the rate of your then attained age. If the Group Policy with Blue Cross terminates and you had been continuously insured for five (5) or more years you will be entitled to exercise this conversion privilege except that the new policy shall not exceed the full amount your were insured for immediately prior to the termination of the Group Policy up to five thousand dollars (\$5,000.00) and twenty-five percent (25%) of any insurance over five thousand dollars (\$5,000.00) less that amount you are eligible for under a replacing Group Contract.

If you die during the thirty-one (31) day period in which you might have exercised this conversion privilege, your beneficiary will be paid the amount of Life Insurance which you would have been entitled to convert.

5. Accidental Death and Dismemberment:

If. while an employee is covered under this Agreement, the employee, as a result of an accident, suffers any of the losses listed below within ninety (90) days of the accident, payment will be made as indicated. The amount of accidental death and dismemberment insurance is as shown in the following schedule:

Full amount of Benefit

EMPLOYEE - Fifty thousand dollars (\$50,000.00), effective December 5, 2002 the amount of benefits shall increase to sixty thousand dollars (\$60,000.00). LOSS OF LIFE Full amount of insurance

(paid to your beneficiary)
LOSS OF:
both hands
both feet
}
the sight of both eyes
one hand and one foot
one hand and the sight of one eye}
one foot and the sight of one eye
}

### speech and hearing or quadriplegia LOSS OF: one arm one leg paraplegia LOSS OF: one hand one foot sight of one eye speech or hearing hemiplegia LOSS OF: thumb and index finger

one-half of the amount
 ) of insurance (paid to you)

}three-quarters of the amount

} of insurance (paid to you)

}

}

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}one-quarter of the amount of insurance (paid to you)

LOSS OF:

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hearing in one ear

) one-sixth of the amount of insurance (paid to you)

ne Benefits:

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6. Weekly Disability Income Benefits:

Weekly Disability income benefits shall be seventy percent (70%) of an employee's regular weekly earnings to a maximum of four hundred and seventy-five dollars (\$475.00) per week, effective December 5, 2002 maximum shall increase to five hundred dollars (\$500.00) per week or an amount equal to the maximum provided by employment insurance, whichever is the greater. Regular earnings include basic earnings with regular overtime and bonuses and shift premiums which form part of regular remuneration.

Benefits shall be paid for periods commencing (1) in the case of disability due to an accident, on the first full day of disability or (2) in the case of disability due to sickness, on the earlier of the first day of hospital confinement or the fourth (4) consecutive day of disability and shall continue to be paid for each week of disability up to a maximum of fifty-two (52) weeks for any single continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes not separated

by at least thirty (30) days during which the employee is continuously at work. **An** employee will receive a weekly disability income if totally disabled as a result of a non-occupational accident or sickness not covered by Workmen's Compensation, provided they are under the care of **a** licensed physician. Telephone contact with a doctor does not constitute treatment within the meaning of the Group Policy.

In order to be eligible for these benefits. an employee must be under the care of a licensed physician and furnish written proof of their disability satisfactory to the Insurance Company.

The employer will reimburse employees, upon submission of receipt for the cost of medical certificates required for the Company's Income Replacement Plan, up to a maximum of Sixty dollars (\$60.00) per calendar year.

7. Manitoba Health Services Plan:

This government program provides coverage for hospital charges up to the standard ward rate and for medically required services of a physician.

Inclusion in the plan is automatic for residents of Manitoba.

8. Blue Cross Hospital and Ambulance Benefits:

The Company will provide the benefit from the above carrier or equivalent coverage via an alternate carrier.

9. Health Care Spending Account

Such coverage will include reimbursement of up to up to an annual maximum of:

Dec 5, 2007	\$400
Dec 5, 2008	\$450

For:

1. The services of a licensed Physiotherapist, under the recommendation of a Physician, or

2. The services of a Chiropractor, or

3. The services of a licensed Message Therapist, under the recommendation of a Physician or.

4. Orthotics or

5. Prescriptions Drugs

### 10. Glasses:

The Company will pay up to two hundred dollars (\$200.00) per employee and eligible dependents as defined under Appendix "B" Item 1, every two (2) years towards the cost of the purchase of prescription shatterproof glasses or contact lenses, upon submission of receipts.

11. Dental Plan:

Employees will be provided with coverage under the Blue Cross Dental Service Plan which includes Plan B and Plan C each with **70/30** co-insurance and based on the current Manitoba Dental Association Fee Schedule and the Manitoba Dental MechanicsAssociation Fee Schedule.

Effective January 1, 1992, the maximum annual benefit payable per person per year shall be:

Dental Service Plan B }

Dental Service Plan B/C } \$2,250 Dec 5, 2008 \$2,500 Dec 5, 2009

The Company will pay the full premium for the above benefit.

12. Payment of Claims:

Group Insurance benefits are paid promptly on receipt of the necessary information. When you or your dependents are entitled to receive any of the benefits described in this Appendix, please notify the Human Resources Department immediately. Delay may cause disappointment as late reporting could invalidate your claim.

13. Identification Cards:

Blue Cross identificationcards (or a substitute carrier) will be provided for all employees. Current benefit booklets will be provided to all employees every two years or within sixty (60) days of any change of carrier

### APPENDIX "C" CONTINUOUS OPERATING SCHEDULE

Six (6) Day- Continuous Operating Schedule;

There will be four (4) crews A, B, C and D working a shift schedule which repeats every four (4) weeks, with the day shift swinging to the night shift and vice versa.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1-7a.m.		B 12	B 12	D 12	D 12	B 12	B 12
7p.m.	A 12	A 12	C 12	C 12	A 12	A 12	
Off	B/C/D	C/D	A/D	A/B	B/C	C/D	A/C/D
			ſ.,				
Week 2-7a.m.		C 12	C 12	A12	A12	C-12	C 12
7p.m.	D 12	D 12	B 12	B 12	D 12	D 12	
Off	A/B/C	A/B	AID	CID	B/C	A/B	A/B/D
Week 3-7a.m.		A12	A 12	C 12	C 12	A12	A12
7p.m.	B 12	B 12	D 12	D 12	B 12	B 12	1
OR	A/C/D	CD	B/C	A/B	AID	CID	B/C/D
			l				
Week 4-7a.m.		D 12	D 12	B 12	B 12	D 12	D 12
7p.m.	C 12	C 12	A12	A 12	C 12	C 12	
Off	A/B/D	A/B	B/C	CID	AID	A/B	A/B/C

Employees on the six (6) day operation will be paid a minimum of thirty-seven and one-half (37.5) hours per week.

### Sunday Coverage

If the company determines that business requires the addition of Sunday day work it will be covered on the following basis.

Employer will give a minimum of two (2) weeks notice of the need for work. Employer may cancel requirement for Sunday day shift work with 72 hours notice prior to start of shift. Shift length: At the employers discretion Eight (8). Ten (10), or Twelve (12) hour day shift.

Employeesscheduled to work the Friday and Saturday shift directly preceding the required Sunday day shift will be schedule to work the Sunday day shift as part *of* their regular hours.

Employees scheduled to work the Sunday Day Shift may assign the shift by mutual agreement to another qualified employee and one weeks notice to management.

Sunday work will be paid according to Article 10.03 of the Collective Bargaining Agreement.

The Following articles of the collective agreement are amended as indicated below, but only during the implementation **of** the Continuous Operating Schedule, and only for those employees working the Continuous Schedule, unless otherwise indicated:

#### Article 9 Hours of work

9.04 Rest Periods:

Three (3) ten (10) minute coffee breaks and a paid twenty (20) minute lunch break in a twelve (12) hour shift. The eight (8) hour shift will have two (2) ten (10) minute coffee breaks and a twenty (20) minute paid lunch.

## Article 10

Overtime

10.01 Saturday Work: Straight time on Saturdays.

10.02 Paid Holidays:

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Holiday pay will be calculated on number of hours when it applies to employees working on the **six** (6) day shift.

The intent of the aforementioned is to determine pay for 'regular hours only' when working on the **Six (6) Day**-Continuous Operating Schedule. All overtime hours will be paid according to Article 10 - Overtime. of the Collective Agreement.

## Article 13

Vacations

**13.01** A weeks vacation will be thirty-seven and one-half **(37.5)** hours when it applies to employees working on the six **(6)** day Continuous Operating Schedule.

#### Article **14** Paid Holiday

14.01(b) Payment of the two (2) two paid personal sick days will be based on a twelve and one half (12.5)hour day.

**14.02** Mandatory working holidays will be Louis Riel Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday and Thanksgiving Day. On such days, if the Employer opts in its discretion to schedule work, employees will be required to attend. All mandatory working statutory holidays may be cancelled with 84 hours notice prior to the holiday. This cancellation will be based on business requirements.

Payment for days worked on mandatoryworking statutory holidays will be paid as time-and-a-half plus eight (8) hours pay. The other five (5) statutory holidays are non-mandatory and employees on continuous operation receive twelve and one half (12.5) hours stat pay.

#### Article **19** Leave **of** Absence

19.01 (b) Parental Leave:

Parental leave will be based on a twelve and one half (12.5 hour day.

19.02 Bereavement Leave:

Bereavement leave, as per this clause, will be based on the following hours: five (5) days will be forty (40)hours, three (3)days will be twenty (24)hours, one (1) day will be eight (8)hours.

19.04 Union Leave:

An employee who is elected or appointed to represent the Union at Union functions shall be allowed ten (10) working days per year leave of absence without pay, subject to prior approval by the Employer.

Appendix "B"

Weekly disability benefits shall be paid for periods commencing (1)in the case of disability due to an accident, on the first full day of disability or (2) in the case of sickness, on the earlier of the first day of hospital confinement or the third consecutive day of disability.

With respect to clause 15.03 "three (3) consecutive

days" means days on which the employee was scheduled to work., regardless of the number of hours; and with respect to 15.03 (d), "five (5) days" means  $five\,(5)$  calendar days.

With respect to clause 17.03, 'working days' mean days on which the employee is scheduled to work, regardless of the number of hours.

Notice of continuous operation shifting will be two (2) weeks prior to implementation and two (2) weeks prior to discontinuation. Length of time between termination and reinstallation of continuous shifting shall be four (4) weeks.

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