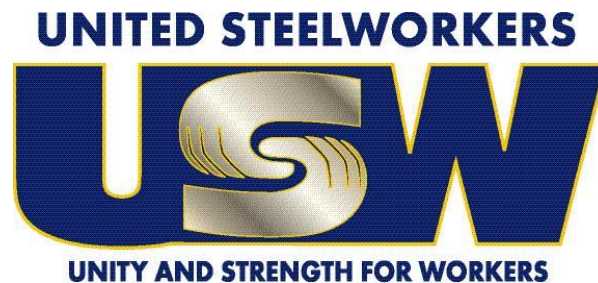


# **COLLECTIVE AGREEMENT**

**By and Between**

**CHER-NOBLE ENTERPRISES LTD.**

**And**



**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
LOCAL 1-207**

**December 1, 2016 to November 30, 2020**

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# COLLECTIVE AGREEMENT

By and Between

CHER-NOBLE ENTERPRISES LTD.  
(hereinafter referred to as the “Company”)

And

UNITED STEELWORKERS  
LOCAL 1-207  
(hereinafter referred to as the “Union”)

This Agreement is by and between Cher-Noble Enterprises Ltd., hereinafter referred to as the Company, and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union or ‘United Steelworkers’ Local 1-207, hereinafter referred to as the Union.

## **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages and working conditions as specified in this Agreement, and to ensure to the utmost extent reasonably possible the safety and physical welfare of the employees, economy of operation, quantity and quality of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes which may arise between the Parties. It is recognized as a duty of the Parties hereto and of all employees of the Company to cooperate fully, individually and collectively, for the advancement of the conditions as set forth herein.

This Agreement contains the full and complete agreements on all bargaining issues between the Parties. There are and shall be no other agreements except as enumerated herein, or agreed upon in writing.

For the purpose of interpreting this Agreement, words in the masculine will apply to the feminine and words in the feminine will apply to the masculine.

## **ARTICLE 2 – RECOGNITION - JURISDICTION**

### **2.01 Recognition**

The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company save and except office, clerical personnel and others excluded pursuant to the Alberta Labour Relations Code.

For the purpose of this Article, Company employees shall be all those employed in job classifications set out in the Wage Schedule attached to and forming part of this Agreement, including those who are employed in job classifications which may be established pursuant to Section 18.04 and become part of the attached wage schedule during the term of this Agreement.

### **2.02 Bargaining Authority**

The Company agrees that it will take no steps to impair the bargaining authority of United Steelworkers Local 1-207 during the term of this Collective Agreement. The Company agrees that the only certification they will recognize during the term of this agreement is that of United Steelworkers Local 1-207, unless required by due process of law to recognize some other bargaining authority.

### **2.03 Contractor - Sub-Contractor**

As of the date of signing of this Agreement, the Company agrees that the introduction of a Contractor or Sub-Contractor into this operation will not result in the loss of positions held by permanent regular employees.

### **2.04 Access to Operation**

Official credentialed Union Representatives shall obtain access to the Company's operations to conduct Union business as it pertains to this Agreement, by written permission which shall be granted by the Company on request, and said Representatives will abide by the regular rules and regulations of the Company.

## **ARTICLE 3 – UNION MEMBERSHIP**

### **3.01 Maintenance of Membership**

Any employee who is a member of the Union on the effective date of this Agreement, or who becomes or is reinstated as a member, shall, as a condition of employment, maintain his or her membership in the Union in good standing during the term of this Agreement.

### **3.02 Union Shop**

It is agreed that all employees, hired on and after September 1, 1956, shall, as a condition of employment, join the Union within thirty (30) days from the date of their employment and shall maintain their membership in the Union in good standing during the term of this Agreement.

### **3.03 Remittance of Dues**

Remittance of all check-off deductions shall be sent to the Union accompanied by itemized lists in duplicate of names and amounts by crew and/or department sections. The Company will endeavor to deliver these lists not later than the 15th day of the following month.

### 3.04 Check Off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages:

#### CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

COMPANY \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name \_\_\_\_\_  
(please print)

Signature \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Check No. \_\_\_\_\_ Local Union No. \_\_\_\_\_ Department \_\_\_\_\_

Witness \_\_\_\_\_

(ORIGINAL)

#### CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

COMPANY \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name \_\_\_\_\_  
(please print)

Signature \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Check No. \_\_\_\_\_ Local Union No. \_\_\_\_\_ Department \_\_\_\_\_

Witness \_\_\_\_\_

(COPY)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

---

**UNITED STEELWORKERS**

AFL - CIO - CLC

**Local Union No.** \_\_\_\_\_

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matter, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of continued employment.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Employed by: \_\_\_\_\_ Department \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Social Insurance No. \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_ Paid.

This assignment, in the case of the employees already members of the Union, shall be effective immediately and for employees coming under the terms of this Agreement who were not previously members of the Union, this assignment shall become effective thirty (30) calendar days from the date of execution of same.

**3.05 Rejected Applications**

An employee who applies to join the Union pursuant to the provisions of this Agreement and whose application is rejected by the Union shall not be subject to discharge from employment for this reason.

**3.06 Suspension for Non-Maintenance**

In the event of the Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the Union, in writing, of such intention at least seven (7) days before the Union proposes to make such suspension effective.

**3.07 Dues Deduction on T-4**

Union dues will be reflected on T-4 slips but not included in the language of the pay stubs.



## **ARTICLE 4 – UNION COMMITTEE**

### **4.01 Definition**

For the purpose of this Agreement, when the word "Committee" is used, it shall mean Union Committee, members of which are appointed by the Union.

### **4.02 Notification**

The Union shall, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Union Committee. The Union shall inform the Company in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Company unless the above procedure is carried out.

### **4.03 Composition and Pay**

The Company and the Union Committee will meet at such time and place as may be mutually agreed upon for the purpose of discussing working conditions and adjusting any matters within the scope of collective bargaining between Employer and Employee.

The Union Committee shall consist of not less than two (2) employees and not more than three (3) employees who are members of the Union and wherever possible shall be selected on a departmental basis.

The Company will pay the Union Committee for lost time from their regular work schedule for all Labour/Management meetings. The Company will also pay for lost time at Steps 1, 2 & 3 of the Grievance Procedure. Hourly rated Committee persons to be paid their regular rate. Rate and one-half shall be paid for any hours outside of a person's regular work schedule.

## **ARTICLE 5 – ADJUSTMENT OF GRIEVANCES**

### **5.01 Procedure**

The Company and the Union mutually agree that when a grievance arises coming under the terms of this Agreement, it shall be taken up in the manner set out below without stoppage of work.

#### **Step 1**

The individual employee with or without a Union Committee member, shall take the matter up with the Supervisor in charge of the work within fourteen (14) calendar days.

#### **Step 2**

If a satisfactory settlement is not then reached it shall be reduced to writing by both Parties, when the same employee and two (2) Union Committee members shall take up the grievance with the Company General Manager, plus appropriate resource people as may be required by the Company, within fourteen (14) calendar days.

### **Step 3**

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration hereinafter provided, within fourteen (14) calendar days.

#### **5.02 Time Limits**

If a grievance has not advanced to the next stage under Step 2 or 3 within the fourteen (14) calendar day period after the completion of the preceding stage then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee, the said time limits shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

#### **5.03 Interpretation**

In the case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration as hereinafter provided.

#### **5.04 Discipline, Suspension, Discharge**

A grievance arising from a claim by an employee that his discipline, suspension and/or discharge was unjust and/or contrary to the terms of this Agreement must be dealt with in accordance with the grievance procedure by both Parties through all stages, and must be presented to the Company initially as a grievance, not later than fifteen (15) working days after the discipline, suspension and/or discharge became effective. In case of discharge the Company will notify the employee in writing the reason for discharge, within two (2) working days.

### **ARTICLE 6 – ARBITRATION**

#### **6.01 Selection of Arbitrator**

In Arbitration, the Union shall submit to the Company two (2) names of an Arbitrator they deem acceptable to hear the grievance. The Company shall reply no later than fourteen (14) calendar days after receipt of written notice whether they find the Union's nomination acceptable and if not may reply with nominations of their own. In the event of a failure to select an Arbitrator as provided above, they shall ask the Provincial Minister of Labour for an appointment.

#### **6.02 Function of Arbitrator**

It is understood that the function of the Arbitrator shall be to interpret this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. The Arbitrator shall convene and render a decision and such decision shall be final and binding on both Parties to this Agreement.

### **6.03 Ruling of Arbitrator**

In the event an Arbitrator reduces, varies or nullifies a suspension or discharge, the employee shall be reinstated with all rights and privileges without loss of pay, for the period of time (less monies earned in that period) that the Arbitrator reduces, varies or nullifies the suspension or discharge.

### **6.04 Cost Sharing**

Each Party to this Agreement shall pay all expenses of their counsel and share equally in the fees and expenses of the Arbitrator.

## **ARTICLE 7 – PAYDAYS**

### **7.01 Pay Statements**

Each employee will be provided with a payroll statement each payday showing deductions, rate of pay, days worked, earnings and other necessary information. The payday shall be on Thursday of every second week, and each employee will be supplied with an itemized list of earnings and deductions, if any.

### **7.02 Sealed Envelopes**

Employee's payroll information will be issued in sealed envelopes.

### **7.03 Time Slips**

All employees will complete their daily or weekly time slips and will submit them to their Supervisor for approval.

## **ARTICLE 8 – HEALTH AND SAFETY**

### **8.01 Safe Carriage of Tools & Power Saw Gas**

Suitable provision for the safe carriage of tools will be made in all vehicles regularly used for the transportation of men. Explosives will not be transported on crew trucks or busses.

### **8.02 First Aid Supplies**

The Company agrees that first aid supplies will be readily accessible to the employees at each of the operating crews at all times. Also there shall be radio communications from the operating crew to the Company's Administration Office, or all-weather roads will be maintained to the operating crews.

## **ARTICLE 9 – OCCUPATIONAL HEALTH AND SAFETY**

### **9.01 Occupational Health and Safety Committee**

An Occupational Health and Safety Committee shall be established within one (1) month of signing of the Collective Agreement. The Union shall provide the names of up to two (2) employees, and the Company shall provide the names of up to two (2) appointed representatives to sit on the Occupational Health and Safety Committee.

### **9.02 Function of Occupational Health and Safety Committee**

The function of the Occupational Health and Safety Committee is to examine, discuss and make recommendations regarding occupational health and safety matters within the workplace.

### **9.03 Pay for Meetings**

Where safety meetings, safety committee meetings, or accident investigation meetings are held during working hours, at the request of the Company, employees instructed to attend such meetings, and who do attend, will not be deducted pay for time lost from their regular work to attend such meetings.

## **ARTICLE 10 – SENIORITY**

### **10.01 Principle**

- (a) The Company recognizes the principle of seniority, competency considered.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selections or promotion, length of continuous service shall be given due consideration.

### **10.02 Reduction of Forces**

In the event of a reduction of the forces, the last person hired shall be the first released, subject to the competency of the person involved.

### **10.03 Recall of Forces**

It is hereby agreed that when re-hiring, all employees laid off due to a seasonal shutdown or reduction of the working forces, will be notified by telegram or registered letter at least seven (7) days before restart of operations and they shall be re-hired in the order of their Company seniority, provided they appear for work not later than the end of the above seven (7) day period. It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights. It shall be the employee's responsibility to keep the Company informed of his address during layoff.

#### **10.04 Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all employees are hired on probation, the probationary period to continue for ninety (90) working days; during which time they are to be considered temporary workers only, and during this period no seniority rights shall be recognized. Upon completion of ninety (90) working days of service with the Company, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ.

#### **10.05 Seniority List**

The Company agrees to provide the Union with a seniority list of the Company's employees coming under the jurisdiction of this Union once every six (6) months, setting out name and seniority date with the Company and Department seniority of each employee. A copy of the seniority list will be posted on bulletin boards at the work site.

#### **10.06 Transfer to Supervisor Position**

When an employee has been transferred to a supervisory or confidential position his seniority will cease to accumulate on the date of transfer. He shall have a one-time only trial period of up to three (3) months during which time he may return to his bargaining unit position without loss of seniority earned up to the date of transfer. After the trial period the employee shall forfeit all bargaining unit seniority and rights to return to the bargaining unit. If the individual ceases to be a supervisory or confidential employee and the Company desires to return his services in a bargaining unit position it is understood and agreed that the Company must rehire the individual as a new employee.

The Union and Company acknowledge that this amendment to the agreement will apply to all future transfers out of the bargaining unit to supervisory or confidential positions. Those employees who are now in supervisory or confidential positions, who have come out of the bargaining unit, will be grandfathered under the old language.

#### **10.07 Accumulation and Retention**

Employees will accumulate seniority during sickness certified by a licensed physician, authorized leave of absence, injury disabling an employee for work, and layoff. An employee who quits of his own accord or who is discharged and not re-instated, shall automatically lose all seniority with the Company. An employee with up to one year of service, shall retain seniority on layoff for a period of one year, and an employee with more than one year of service will retain seniority for one year plus one month for each additional year of service.

#### **10.08 Reduction - Emergency Conditions**

In the event that a reduction of forces is caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary but not longer than three (3) days without the agreement of the Union Committee. Every effort will be made to employ the senior people the next day following the layoff.

## **10.09 Job Posting**

- (a) Vacancies that occur within the Union's jurisdiction will be posted for a period of two (2) weeks at the work site, inviting applications, and will be filled on the basis of the considerations contained in 10.01. Copies of the job postings will be included with the employee pay cheque.
- (b) This system of filling job vacancies shall not apply to temporary replacements required for a period of three (3) weeks or less, necessitated by illness, injury, vacations, authorized leave of absence, or short term work of a temporary nature.
- (c) An employee who has bid on and received a job through this procedure shall not be entitled to any further bids within the same job classification for a four (4) month period.
- (d) If an employee has been reduced to a lower job classification, due to a reduction in the work force, he shall be returned to his former job classification in accordance with his seniority, when a vacancy occurs without applying through the job posting procedure.
- (e) If a satisfactory applicant does not apply, the Company will fill the vacancy by an applicant of its choice.
- (f) The Company will not post jobs during July and August and will fill vacancies with suitable temporary employees, and will post jobs after September 1st.
- (g) All spare positions will be posted. Individuals can hold a maximum of two (2) spare positions. Any person who has been awarded a spare operator position will hold that position for two (2) years. Upon the second anniversary date, the operator who was awarded the spare position will be given first opportunity to continue or discontinue holding the spare operator position for another two (2) years. The spare operator cannot refuse to become a regular operator (for which they are classified a spare) should that position become available. If a spare operator is awarded the regular position, that person may drop their second spare position if applicable.

## **10.10 Medical Coverage While on Layoff**

Medical coverage (Alberta Health Care, Alberta Blue Cross, Vision Care, Dental Plan and Group Life Insurance), will be provided during a layoff while an employee retains eligibility for seniority recall.

This section does not cover students employed only during summer school vacation.

## **ARTICLE 11 – SEVERANCE PAY**

### **11.01 Severance Pay**

An employee with one (1) or more years of continuous service, who is terminated as a result of a permanent or partial closure of operations by the Company or for whom no job is available because of mechanization, technological change or automation, will upon termination, receive a severance allowance calculated by one of the two following methods, it being the choice of the affected employee as to which of such methods of calculation is used:

- 1) Ten (10) days pay for each year of employment during his last period of continuous service, computed on the basis of eighty (80) straight time hours at the employee's regular rate.
- 2) Four per cent (4%) of his total earnings for the last period of continuous service, the maximum severance allowance payable being an amount equal to one thousand seven hundred and fourteen (1714) hours at the employee's regular rate.

At the time of separation the employee shall have the option of receiving his severance allowance on termination, or he may elect to have his severance held in abeyance for up to one year from the date of termination. He may apply in writing at any time during the year; at which time his full severance allowance will be paid forthwith.

## **ARTICLE 12 – LEAVE OF ABSENCE**

### **12.01 Injury or Illness**

The Company will grant leave to employees suffering injury or illness, subject to a medical certificate if requested by the Employer.

### **12.02 Written Permission**

Any employee desiring leave of absence for reasons other than set out in Section 12.01, must obtain permission in writing from the Company for such leave of absence prior to the beginning date of the leave of absence.

### **12.03 Union Business**

The Company will grant leave of absence to employees who are appointed to Union Office, or elected to attend Union meetings and/or Union Conventions for the term of employment with the Union in order that they may carry out their duties on behalf of the Union. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after the completion of his term of employment with the Union. Leaves will also be granted to the negotiating committee for the purpose of renegotiating this Labour Agreement only.

#### **12.04 Written Notice**

In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence the employer will be given due notice in writing. The parties agree to work cooperatively in the implementation of Clause 12.03 and 12.04 in regards to Union Leave. The Company agrees to grant such leave, and the Union agrees to provide the Company with a copy of these requests at least 14 days in advance when possible. The parties further agree to meet to discuss any problems that may arise as a result of any requests submitted under these clauses.

#### **12.05 Bereavement Leave**

Employees who have been in the continuous employ of the Company for thirty (30) calendar days are eligible for bereavement leave not exceeding three (3) working days, upon the death of a member of their immediate family, ie:

|                       |                |                  |
|-----------------------|----------------|------------------|
| Father                | Mother         | Husband          |
| Wife                  | Son            | Daughter         |
| Brother               | Sister         | Common-law Wife  |
| Common-law Husband    | Father-in-law  | Mother-in-law    |
| Sister-in-law         | Brother-in-law | Stepfather       |
| Legal Guardian        | Grandparent    | Stepmother       |
| Stepchild & Ward      | Sons-in-law    | Daughters-in-law |
| Spouse's Grandparents | Grandchild     |                  |

Such bereavement leave shall be paid for at the employee's regular job rate of pay, for his regular daily work schedule. Employees may be granted additional leave of absence, without pay, if it is necessary to be away more than three (3) working days. Bereavement leave and any additional leave of absence must be approved by the employee's Supervisor.

#### **12.06 Public Office**

The Company agrees that it will grant leaves of absence to employees who have been nominated or elected to Federal, Provincial or Municipal office. However, it is not the intention of the Company to grant lifetime leaves of absence. Employees elected to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office.

#### **12.07 Jury Duty**

- (a) Any employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less general pay received for Jury Duty. The employee will be required to furnish proof of Jury Service or Jury Duty pay received.



- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

### **12.08 Maternity Leave**

- (a) The Company will grant maternity leave as per the Employment Standards Code.
- (b) When complications occur in the pre-natal and/or post-natal confinement period, the above procedure shall be adjusted on the merits of the physician's written recommendations.

### **12.09 Education and Training Leave**

The Company will grant a leave of absence to a maximum of six (6) months without pay to employees for educational or training purposes provided that:

- the employee has 1 year seniority with the Company;
- the employee applies one month in advance;
- the education or training leave is forest industry related;
- the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave in the event a suitable replacement is not available;
- leave is restricted to one (1) time in a two (2) year calendar period;
- the Company will notify the Union Committee of its decision in respect to any application under this provision.

## **ARTICLE 13 – VACATION PAY**

### **13.01 Vacation Time**

Vacation for employees shall be taken at a time which is mutually satisfactory to the Company and the employee, when quantity and regularity of production will not be impaired. An employee desiring time off for vacation must submit a vacation request in writing to his Supervisor at least seven (7) days in advance of the desired time of commencement of his vacation. Employees may take one (1) week vacation after six (6) months service in their first calendar year of service.

### **13.02 Determining Years of Service**

For the purpose of determining years of service in this Article only, the following shall be considered as days worked: Sickness certified by a licensed physician, authorized leave of absence, injury disabling an employee for work, absence due to compulsory forest fire fighting while in the active employ of the Company, days lost due to inclement weather when the majority of employees in the crew do not go out to work and periods of layoff when an employee's seniority is still active for recall purposes.

Hourly employees will schedule vacations in such a manner to cause minimum disruption to job requirements.

The vacation year shall be June 1 to May 31. Employees who wish to bid on prime vacation time (June, July, August and September) on the basis of their Company seniority, may do so by applying before May 1st in any calendar year.

All employees shall be entitled to vacation with pay on the basis of their continuous service.

- Over 1 year less than 2 years - 2 weeks - 5%.
- Over 2 years less than 7 years - 3 weeks - 7%.
- Over 7 years less than 15 years - 4 weeks - 9%.
- Over 15 years less than 24 years - 5 weeks - 11%.
- Over 24 years - 6 weeks - 13%.
- Over 30 years - 7 weeks - 15%.

Vacations are not accumulative from year to year, and any vacation pay left in accrual at the end of the vacation year will be paid out by separate cheque.

Employees who do not qualify for twelve (12) month annual vacation pay due to layoff, sickness, or accident, may elect to take their eligible vacation at their hourly rate times forty (40) hours for hourly rated employees.

### **13.03 Vacation Pay Accrual System**

A Vacation Pay Accrual System was set up to each employee's credit and prior to taking vacation in each calendar year any monies that have accrued to the employee's credit will be paid to him by separate cheque. Any employee who quits or who is discharged, will receive any accrued vacation pay credit at the time of termination, this will not be by separate cheque.

Employees who are being laid off will not be paid any accrued vacation pay credit unless they specifically ask for it at the time of layoff.

Employees being laid off and who request their accrued vacation pay credit, will be paid same by separate cheque.

For purposes of this Article only, Income Tax shall not be deducted until vacation pay is actually issued to an employee immediately prior to taking his vacation.

Employee's accumulated vacation pay will be shown on pay stubs.

### **13.04 Anniversary Dates**

Anniversary Dates - On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service the employee will receive:

- (a) In the case of one (1) year, one percent (1%) of their gross earnings between the date of employment and the date of the last common cut-off date;

- (b) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two percent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.

**13.05 Vacation Entitlement for New Employees**

If an employee is hired prior to the vacation cut-off date then his vacation entitlement for the vacation year beginning after the cut-off date will be as follows:

| Days Before the Cut-Off Date | Vacation Entitlement |
|------------------------------|----------------------|
| 30 - 36                      | 1 day                |
| 37 - 73                      | 2 days               |
| 74 - 110                     | 3 days               |
| 111 - 147                    | 4 days               |
| 148 - 184                    | 5 days               |
| 185 - 220                    | 6 days               |
| 221 - 257                    | 7 days               |
| 258 - 294                    | 8 days               |
| 295 - 331                    | 9 days               |
| 332 - 365                    | 10 days              |

The pro-rated vacation shall be taken after the cut-off date following the date of employment and shall be taken as the maximum vacation allowable for that period.

**13.06 Vacations with Pay**

Employees shall have the option of taking up to one (1) week of vacation each year on the basis of one (1) day at a time for medical or family emergency reasons.

**ARTICLE 14 – GENERAL AND FLOATING HOLIDAYS**

**14.01 Pay for Working General Holidays**

- (a) All employees who work on New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day and Remembrance Day will be paid at rate and one-half for all hours so worked.
- (b) In the event that the Province of Alberta legislates Heritage Day to be an official General holiday during the term of this Agreement, the Company will recognize such Holiday as a day off with pay.

## **14.02 General Holidays**

- (a) An hourly rated employee who qualifies for the following holidays: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day and Remembrance Day, under the conditions set out above shall be paid for the holiday at his regular job rate of pay for his regular daily work schedule. It is agreed that the hours so paid for the General Holiday will be included in the weekly work schedule.
- (b) If a General Holiday falls on a Saturday, the previous Friday will be taken as a General Holiday.

If a General Holiday falls on a Sunday, the following Monday will be taken as a General Holiday, or any day that may be designated by either the Provincial or Federal Government shall be observed at the Holiday. If another day is substituted by statute or decree for the observance of any of the holidays listed above, the day of observance shall be deemed the Holiday.

- (c) If a General Holiday falls on an employee's normal day off, the employee shall be granted one other day in lieu of the Holiday.

## **14.03 Method of Payment**

The method of payment for Floating Holidays, General Holidays and Bereavement Leave for hourly paid employees will be the employee's regular hourly rate of pay for the job they are assigned times eight (8) hours per day.

## **14.04 Pay for General Holidays Worked**

An employee working on a paid holiday, shall be paid, in addition to his holiday pay, rate and one-half for any hours worked on a shift designated as the holiday shift.

## **14.05 Qualifying Conditions**

An employee, to qualify for holiday pay, must have been an employee for a total of thirty (30) days during the preceding twelve (12) months, and must have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to compensable occupational injury or an illness which occurred within six (6) months of the holiday, or the employee is on authorized leave of absence. In the case of illness or injury the employer shall have the right to request a certificate from a qualified medical practitioner. An employee may only qualify for General Holiday pay if he works on either his last regular working day preceding or his first regular working day following the holiday and is available for call to work whether or not he is called upon to perform such work.

## **14.06 Floating Holidays**

It is agreed that all employees coming under the terms of this Agreement shall be entitled to supplementary floating holidays as follows:

- One (1) floating holiday each year after five (5) years of continuous service.
- Two (2) floating holidays each year after ten (10) years of continuous service.
- Three (3) floating holidays each year after twenty (20) years of continuous service.

All floating holidays to be taken as approved by the Supervisor. Payment for these floating holidays will be at the regular rate of pay an employee is classified at.

## **ARTICLE 15 – GENERAL PROVISIONS**

### **15.01 Company Supplied Tools**

When employees other than Trades Person or Apprentices are required to use hand tools for maintenance of Company equipment, such tools shall be supplied by the Company.

### **15.02 Letters of Intent or Understanding**

It is understood that all letters of intent or understanding in the current Labour Agreement will remain in effect for the term of this Labour Agreement.

### **15.03 Employee Record**

The Company agrees that an infraction by an employee which is entered by the Company on an employee's record and which does not re-occur for twelve (12) months from the date of the first occurrence will be deleted by the Company from the employee's record.

### **15.04 Education Leave – Education Trust Fund**

The Fund to be administered by United Steelworkers, Local 1-207.

The USW will investigate the requirements of a trust as specified by Revenue Canada.

The Company will not be involved in the administration of the fund.

The fund will provide funding for the purposes defined by the following:

#### **EDUCATION FUND POLICY STATEMENT**

The strength of the United Steelworkers relies on the continued commitment of the membership to effect positive change. There is an increasing need for our leaders and membership to understand and respond to emerging issues affecting the forest industry and/or our membership. We need to renew and build upon the historic principles of the United Steelworkers through a comprehensive education program which will enrich Union membership and enhance the objectives of the United Steelworkers as a proud and progressive Union .

To this end, the Union will develop and deliver a wide range of programs which may include:

|                      |   |
|----------------------|---|
| Grievance Handling   | Collective Bargaining                     |
| Environmental Issues | Land Use Issues                           |
| Stewards Training    | Parliamentary Procedure & Public Speaking |
| Communication Skills | Leadership Training                       |
| Economic Issues      | Benefits Training                         |
| Health and Safety    | Union History                             |

The Company will contribute to the Fund and will continue such contributions throughout the period of the Labour Agreement. The Contributions will be three cents (\$.03) per hour worked per employee.

**ARTICLE 16 – HOURS OF WORK**

**16.01 Hours & Overtime**

- (a) The regular work schedule for all employees covered under this Agreement, exclusive of the exceptions listed in paragraph (b) below, shall be eight (8) hours per day, Monday to Friday inclusive. Rate and one-half shall be paid for any work in excess of eight (8) hours per day and for any work performed on Saturday and/or Sunday regardless of the number of hours worked during the week.
- (b) Two (2) fifteen (15) minute periods per regular shift will be permitted for all hourly employees at a time approved and scheduled by their Supervisor and at their regular rate of pay.
- (c) Employees will have the option of accepting or refusing overtime, Saturday and/or Sunday work.

**16.02 Maximum Hours**

No employee will be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

**ARTICLE 17 – BANKING OF OVERTIME**

All employees who work on Saturdays, Sundays and General Holidays or in excess of ten (10) hours in a day, shall have the option of receiving payment for the hours worked or banking the hours. Employees who bank overtime hours will only bank a maximum of one hundred and twenty (120) hours in any one year. Further, that banked time will be paid to employees when requested and all banked hours will be cleared by June 30th each calendar year. Banked hours will be paid out at time and one-half and at the hourly rate of pay paid when the job was performed. Annual pay out of banked time will be paid by direct deposit. Requests for paying out of banked time at any other time will be added on to regular pay days. Employees will be given the option to take time off with pay in lieu of payment.

## **ARTICLE 18 – WAGES**

### **18.01 Rates - By Job Classification**

The Wage Schedule as set out in this Agreement as Appendix "A" is approved by both Parties, and forms and becomes part of this Agreement, and is effective from December 1, 2016 to and including November 30, 2020. Increases in rates as set out in Appendix "A" will become effective on the date shown.

### **18.02 First Aid Certificate**

Employees will be paid the days wages and the course will be paid for in full by the Employer.

If an employee renews their First Aid Certificate outside of working hours the Employer will pay a lump sum of two hundred dollars (\$200.00) on November 30<sup>th</sup> of the current year.

### **18.03 Lead Hand Rates**

An hourly employee set up to fill the job of Lead Hand shall be paid three percent (3%) of his regular rate of pay as a Lead Hand Premium.

### **18.04 New Jobs**

It is mutually agreed between the Parties that if job conditions change due to the introduction of new methods, or revision of work practices which necessitate the revision of duties or responsibilities of any employee, the Company shall establish temporary rates of which the Union shall be informed within seven (7) days. Any such rates established shall be based on comparison with existing rates for similar or related jobs as set out in the Wage Schedule of this Agreement. After a trial period of thirty (30) days or an extension of this time by mutual agreement between the Parties, job rates will be negotiated between the Parties and when agreement is reached on changed rate or rates, the changed rate or rates agreed upon shall be retroactive to the beginning of the trial period and shall become part of the Wage Schedule.

### **18.05 Call-Off**

In the event weather or road conditions are such that there is no need for an Employee to report for work, the Company may contact the Employee no later than two (2) hours prior to the scheduled commencement of the Employee's shift to call the Employee off work, in which case the Employee will not attend work nor be paid for the scheduled hours which were called off pursuant to this Article. Further, Employees shall check the current temperature prior to departing their residence for work and if the current temperature is minus 30 degrees Celsius (-30 C) or below, the Employee's work shift shall be considered called off and the Employee shall not report, nor shall he be paid for those scheduled hours.

## **ARTICLE 19 – CALL TIME**

### **19.01 Where No Work Available**

Any employee who is called for work, and on reporting finds no work available shall be entitled to two (2) hours at the employees regular rate of pay. This shall not apply if the Company gives sufficient notice canceling the call. (Sufficient notice being the Supervisor must call by or before 9 P.M. the night before.) The Company may provide alternate work in lieu of call time. Any employee who is called in because of an emergency before or after his regular shift shall receive a minimum of four (4) hours pay or the overtime earned or whichever is greater. The employee shall not be required to remain at work after the emergency is over, outside his normal shift.

### **19.02 Where Work Commences**

In the event an employee commences work and works less than four (4) hours, and work is suspended by his Supervisor, he shall be paid for four (4) hours at his regular rate of pay. If the employee works in excess of four (4) hours he shall be paid for the entire shift at his regular rate of pay, under the circumstances as above.

## **ARTICLE 20 – TRAVEL TIME**

### **20.01 Travel Time**

- (a) The marshalling points shall be Hinton and Edson or as may be agreed between the Parties in future. The practice of pickup through town shall be continued, not to be included as travel time.

Employees assigned a Company vehicle to drive to and from work shall receive one (1) hours pay per day at overtime rates for the inconvenience, fueling and window washing of the Company vehicle when two (2) or more people are carried in the vehicle, otherwise they shall be compensated for one half (1/2) hours pay per day at overtime rates. The Company commits to maintaining the past practice of compensation for other employees who are assigned a Company vehicle.

- (b) Employees who are assigned a Company vehicle to drive to and from work, will have the time spent travelling (to and from work) included in their regular hours of work. Jobs involved are: Grader Operators and Road Maintenance Crews. Passengers or riders in these vehicles shall be paid riding time as defined in subsection (a) above.



**ARTICLE 21 – SAFETY & WORK EQUIPMENT**

**21.01 Safety Footwear**

All employees will receive reimbursement upon providing a receipt for up to one hundred and fifty dollars (\$150.00) once each contract year for the purchase of safety footwear. If an employee did not receive payment from the Company for safety footwear in the twelve (12) months prior then the employee may carry forward the one hundred and fifty dollars (\$150.00) to the next year. At no time shall the amount be carried forward for more than twelve (12) months to a maximum of three hundred dollars (\$300.00).

**21.02 Safety Supplies**

The Company agrees to provide the employee with all personal protective equipment, safety footwear excluded.

**ARTICLE 22 - STRIKES AND LOCKOUTS**

It is agreed between the Parties to this Agreement that there shall be no strikes, walkouts, work stoppages, or other interruptions of work by the Union, nor lockouts by the Company, during the life of this Agreement.

**ARTICLE 23 - DURATION OF AGREEMENT**

The Parties hereto mutually agree that this Agreement shall be effective on and after the 1st day of December 2016 to and including the 30th day of November 2020 and thereafter from year to year, unless sixty (60) days written notice to commence collective bargaining for amendments is given by either Party.

The notice required hereunder shall be validly and sufficiently served at the office of the Company and the Local Office of the Union at least sixty (60) days prior to the expiry date of the Agreement.

If no Agreement is reached at expiration of this Agreement and notice to commence collective bargaining has been served, the Agreement shall remain in effect until an Agreement is reached or until a Strike/Lockout commences whichever occurs first.

Signed this 3<sup>rd</sup> day of February, 2017.

FOR THE COMPANY:  
CHER-NOBLE ENTERPRISES LTD.

FOR THE UNION:  
UNITED STEELWORKERS, Local 1-207

\_\_\_\_\_  
Mark Halvorson

\_\_\_\_\_  
Scott Ruston

\_\_\_\_\_  
Karen Halovorson

\_\_\_\_\_  
Francios Demers

APPENDIX "A"

| Classification               | Effective<br>Dec 1/16<br>(2%) | Effective<br>Dec 1/17<br>(2%) | Effective<br>Dec 1/18<br>(2%) | Effective<br>Dec 1/19<br>(2%) | Effective<br>Dec 1/20<br>(2%) |
|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Labourer<br>(1 Year of Less) | \$ 27.82                      | \$ 28.37                      | \$ 28.94                      | \$ 29.52                      | \$ 30.11                      |
| Labourer<br>(After 1 Year)   | \$ 28.59                      | \$ 29.16                      | \$ 29.75                      | \$ 30.34                      | \$ 30.95                      |
| Equipment Operator           | \$ 30.21                      | \$ 30.82                      | \$ 31.43                      | \$ 32.06                      | \$ 32.70                      |

Effective date of ratification wages will be paid retroactive to December 1<sup>st</sup>, 2016.

## APPENDIX "B"

### **ALBERTA HEALTH CARE**

The Alberta Health Care Plan shall be made available to all employees coming under the terms of this Agreement. The Company will contribute one hundred percent (100%) of the premium cost if reinstated by the Alberta Government as an employer funded health care plan.

### **WEEKLY INDEMNITY - SICKNESS & ACCIDENT**

Weekly Indemnity Insurance shall be provided to all employees. The amount of Weekly Indemnity Benefit will be seventy percent (70%) of average earnings per week payable on the first (1st) day of disability due to non-occupational accidents, first (1st) day of disability due to hospitalization and fourth (4th) day of disability due to sickness and payable for a maximum of fifty-two (52) weeks. Benefits will be payable from the 1st day in cases where surgery is performed which necessitates loss of time from work. The Company and the Union will cooperate in the administration of this provision.

Weekly Indemnity Insurance shall permit laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the employee for a Weekly Indemnity Commencement Date from his/her first day of disability.

Weekly Indemnity Insurance is not extended in the event of layoff. The Company agrees to pay one hundred percent (100%) of the premium cost of this plan.

Disabilities caused by self-inflicted injury or sickness will not be excluded from coverage.

### **LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

Life Insurance and Accidental Death & Dismemberment Insurance will be provided at one hundred and six thousand dollars (\$106,000.00).

### **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

In maximum benefit amounts equal to those listed in the Life Insurance Plan above, will be provided on the same effective date as the Life Insurance benefits.

The Company agrees to pay one hundred percent (100%) of the premium cost of the Group Life Insurance and the Group Accidental Death and Dismemberment Insurance Plans.

The Company Group Insurance Plans will be administered in accordance with the Group Insurance Policies issued by the Insurance Company (ies), and on file in the Company offices.

The Company agrees that the insurance policy in regards to employee Accidental Death and Dismemberment as follows:

| <b>Loss</b>  | <b>Percentage of Amount Insured</b> |
|--|-------------------------------------|
| Quadriplegia (total paralysis both upper and lower limbs).                     | 100%                                |
| Paraplegia (total paralysis of both lower limbs).                              | 75%                                 |
| Hemiplegia (total paralysis of lower and upper limbs on one side of the body). | 50%                                 |

### **ALBERTA BLUE CROSS**

The Company will provide all employees with the Blue Cross Direct Billing system where Blue Cross pays eighty percent (80%) of all prescriptions and the employee will pay twenty percent (20%) at the time of purchase by presenting the Direct Billing Card.

The Company will pay one hundred percent (100%) of the premium.

### **I.W.A. FOREST INDUSTRY PENSION PLAN**

The Company contributions to the Pension Plan shall be two dollars and sixty-seven and one-half cents (\$2.675) per employee per hour worked. In addition, employee contributions shall be one dollar and sixty-two and one-half cents (\$1.625) per employee per hour worked.

### **DENTAL PLAN**

The Company will pay one-hundred percent (100%) of the Dental Plan premium after the employee has served the thirty (30) day probationary period. This plan is compulsory for all eligible employees.

#### **1. Diagnostic Services**

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including oral examinations, consultations, x-rays (complete mouth x-ray will be covered only once in a three (3) year period).

#### **2. Preventative Services**

All necessary procedures to prevent the occurrence of oral disease, including cleaning and scaling, topical application of fluoride, and space maintainers.

#### **3. Surgical Services**

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

**4. Restorative Services**

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or on-lays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing gold restorations.

**5. Prosthetic Repairs**

All necessary procedures required to repair or re-line fixed or removable appliances.

**6. Endonitics**

All necessary procedures required to pulpal therapy and root canal fillings.

**7. Periodontics**

All necessary procedures for the treatment of tissue supporting the teeth.

**8. Prosthetic Appliances and Crown and Bridge Procedures**

- (a) Crowns and Bridges.
- (b) Partial and/or complete dentures.

**9. Orthodontics**

The services of a certified Orthodontist registered as such by the College of Dental Surgeons of the Province of Alberta. Appliances lost, broken or stolen will not be replaced.

These services are only available for dependent children up to their nineteenth (19th) birthday.

The lifetime maximum limit for Orthodontics is \$3,000 per person for all services provided by an Orthodontist.

**10. Co-Insurance**

In respect to benefits one (1) to seven (7), the Plan will provide reimbursement of eighty percent (80%) of eligible expenses.

Benefits eight (8) and nine (9) will be subject to sixty percent (60%) co-insurance.

**LONG TERM DISABILITY (L.T.D.)**

The Company will contribute eighty-five percent (85%) of premiums, the employee fifteen percent (15%) of premiums after their thirty (30) day probationary period has been served.

The amount of monthly indemnity payable shall be equal to sixty percent (60%) of the first eight hundred thirty-three dollars and thirty-three cents (\$833.33) plus forty percent (40%) of the remainder to a maximum benefit of two thousand four hundred dollars (\$2,400.00) per month. The maximum benefit shall be reduced by the following:

- (a) Any benefits payable under the Canada Pension Plan for the insured employee (not including any benefits for which the employee's dependents are eligible) except that any increased benefits under such program during the continuance of total disability shall not be subject to reduction in benefits.
- (b) Any disability income benefit payable under Workers' Compensation.
- (c) Disabilities caused by self-inflicted injury or sickness will not be excluded from coverage under the Long Term Disability Plan.

### **1. Eligibility**

The L.T.D Plan shall be compulsory for all full time regular employees who are participants in, and who are covered for Weekly Indemnity benefits under the existing group insurance plan.

### **2. Effective Date of Coverage**

- (a) An eligible employee is entitled to benefits provided the employee is actively at work on the first (1st) day the L.T.D Plan becomes effective.
- (b) An eligible employee absent from work due to sickness or accident at the effective date of the Plan shall be eligible for L.T.D. benefits at the return to active full time employment.

### **3. Qualifying Period**

A participating employee shall be entitled to receive benefits after fifty-two (52) weeks of Weekly Indemnity entitlements.

### **4. Definition of Disability**

Disability means that:

- (a) During the first twenty-four (24) months continuous disability preventing the employee from performing substantially all the duties of his/her own job.
- (b) Thereafter continuous disability preventing the employee from engaging in any occupation within the Company for which the employee is or may become reasonably qualified by education, training or experience.

### **5. Duration of Benefit**

Benefits shall cease upon the occurrence of any one of the following:

- (a) On the date the employee ceases to be disabled.
- (b) On attainment of age 65.
- (c) At death.

## **6. Participation in Group Insurance**

An employee receiving L.T.D Plan benefits, who was participating in the Group Life Insurance Plan at commencement of disability will continue to enjoy Group Life Insurance coverage at no cost to the employee, based on earnings used to establish the benefits at time of disability.

Details of terms and conditions covering the above plans are available at the Company Office.

## **VISION CARE**

Vision Care – Vision Care for employees and dependents will be provided up to a maximum of four hundred dollars (\$400.00) per person in any twenty-four (24) consecutive month period.

## **SURVIVING SPOUSE AND DEPENDENT COVERAGE**

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Alberta Health Care, Extended Health Benefits and the Dental Plan for a period of one (1) year, commencing the first of the month following the month in which the death occurs.

## **RETIREES BENEFIT COVERAGE**

The Company will provide one hundred percent (100%) of the Alberta Health Care and Extended Health Benefits coverage premium for employees who retire early for a period of one (1) year from the date the employee retires.

## **MEDICAL FORMS**

The Company agrees to reimburse employees for all costs associated for the completion of medical forms requested by the insurance carrier or the Company to a maximum of fifteen dollars (\$15.00) for each form.

LETTER OF COMMITMENT

**RE: BENEFIT PLAN TEXT**

The Company agrees to provide the Union with copies of the benefits plan text and any subsequent revisions of the text that may occur during the term of the collective agreement.

FOR THE COMPANY:  
CHER-NOBLE ENTERPRISES LTD.

FOR THE UNION:  
UNITED STEELWORKERS, Local 1-207

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