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# Colle Agreement

**1998-2004**

Abitibi-Consolidated Inc.  
Grand Falls Division  
and CEP, Local 158



**ABITIBI  
CONSOLIDATED**

*Document*

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THIS AGREEMENT entered into this 14<sup>th</sup> day of  
November 1998.

between

ABITIBI-CONSOLIDATED INC., Grand Falls Division,  
(hereinafter called the Employer or the Company) as the  
case may be

and

THE COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, C.L.C. and  
its Local 158.

Witnesseth that the parties hereto recognizing their mutual  
interest in, and responsibility for the successful operation  
of the Company agree that it is the duty of the employer  
and the employees to promote at all times the progress of  
the Mill and Woods Operations and offices by co-  
operating to the fullest extent in all matters having to do  
with the successful operation of the Company, and,

Witnesseth that, in pursuance of the objectives, it is  
expedient to enter into an Agreement covering wages,  
hours of work and working conditions, as follows:

**ARTICLE 1 - RECOGNITION**

- 1:01 (A) This agreement is between Abitibi-Consolidated Inc, referred to herein as the Company, and the Communications, Energy and Paperworkers Union, C.L.C., and its Local 158 referred to herein as the Union, covering the Mill of the Company located at Grand Falls-Windsor, Newfoundland.
- (B) The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the employees who are subject to the provisions of the Agreement.
- 1:02 (A) The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire plant under methods that will promote to the fullest extent, safety to the employee, economy of operation, quantity and quality of output,

cleanliness of plant and protection of property; and it is recognized by this Agreement to be the duty of the parties to this Agreement to co-operate fully, individually and collectively for the advancement of these conditions.

(E) The employer agrees to recognize the Union **as the** sole bargaining agency for employees of Abitibi-Consolidated Inc., Grand Falls Division, Grand Falls-**Windsor**, Nfld. as approved by Certification **from** the Nfld. Labour Relations Board dated 11th November 1984.

(C) No person excluded from the Bargaining Unit shall perform any work usually done by employees covered by this Agreement.

1:03 Decisions concerning the inclusion or exclusion from the Bargaining Unit of new positions or positions of altered responsibility, shall be discussed at a Union-Management meeting. If no agreement is reached, the matter will be referred *to* the Provincial Labour Relations Board who will decide on the inclusion or



exclusion. While awaiting this decision to be final to both parties, the job will be implemented.

- 1:04 No individual contracts, written or oral, shall be entered into that may be in conflict with the terms of this Agreement or the bargaining rights of Local 158.
- 1:05 Contracting Out - Groups A and D  
(Reference Article 6.01.01)
- 1:05:01 The Company undertakes not to contract out employees' work which is regularly performed by them, for which the department concerned is adequately staffed and which the employees are capable of doing.
- 1:05:02 This will not be interpreted to restrict the Company's rights to centralize work within the Abitibi-Consolidated Group if such centralization is done through the Bargaining Unit's Data Processing Section.
- 1:06 Contracting Out - Groups B, C, E, F, G  
and H (Reference Article 6.01.01)

- 1:06:01** The Company agrees not to contract out work except when this is necessary because of the need for specialized skills or equipment, or when the proposed job cannot be handled by the available regular crews and equipment.
- 1:06:02** The Company agrees except in the case of emergency or breakdown to discuss with the local Union concerned each contracted job and to give as much notice as possible, but not less than one week, before any contract is signed.
- 1:06:03** Any dispute arising out of the application of this article that becomes a grievance will be first considered at Stage 4 of the Grievance Procedure.
- 1:07** The term "employee" in this Agreement refers to all persons employed in all job classifications of Communications, Energy and Paperworkers Union, Local 158, as listed in the Certification Order dated 11th November 1984 or as listed in Appendix "A".

- 1:08 Where the masculine gender is used in this Agreement, the wording shall be considered also to apply to the feminine gender.
- 1:09 The employer will co-operate with the Union in every proper and lawful way. The employer agrees to supply a copy of this Agreement to each employee within the Bargaining Unit.
- 1:10 When an employee is ordered to attend a meeting with his department superintendent for the purpose of receiving discipline, he shall have the option of being accompanied by a representative of his Union and he shall be given at least one hour's notice of such meeting.

**ARTICLE 2 - CONDITIONS OF  
EMPLOYMENT**

- 2:01 Every regular employee included in the Bargaining Unit who became a member in good standing in the past shall maintain such membership in good standing as a condition of continued employment.

- 2:02** All new employees shall be on a probationary period for the first sixty (60) days worked. Such employees may be subject to layoff or discharge without recourse to the Grievance Procedure.
- 2:03** After having served the probationary period, a temporary employee will be assigned to a temporary employment call-in list and shall be called to employment in order of total service, provided he is capable of doing the work.
- 2:04** All new employees covered by this Agreement shall, after having worked thirty (30) days, join the Union as a condition of employment and maintain membership therein.

**ARTICLE 3 - JURISDICTION**

- 3:01** Questions of jurisdiction shall conform to the regulations covering such matters as fixed by the Canadian Labour Congress, and the Company will not be asked to act upon any matter of jurisdiction between Union organizations. However, when the

respective organizations are unable to agree on the Union an employee is required to join, then the Company will specify the Union in which it will recognize him, and shall consider him a member of this Union until such time as the respective organizations agree.

**ARTICLE 4 - MANAGEMENT**

- 4:01** The right to hire, promote, suspend, lay-off, demote, transfer, discharge for just cause, and re-employ employees, and the management of the properties of the Company shall be vested exclusively in the Company and the employer shall have the right to determine how many men and women it will employ or retain in the operation or maintenance of its business, together with the right to exercise full control and discipline over its employees in the interest of proper operation; except as otherwise provided in this Agreement.
- 4:02** In the event of a dispute arising out of the application of the foregoing, the Union reserves the right to refer to the Grievance Procedure.

**ARTICLE 5 - OCCUPATIONAL  
CHANGES**

- 5:01** Management will notify the Union in writing of all vacancies in the bargaining unit before they are filled.
- 5:02** Notice of vacancies up to and including Salaried Group 5 will be posted on the bulletin boards for seven (7) days and the vacancy will be filled by the most senior qualified employee in the seniority group in which the vacancy occurs.
- Notices will not be posted for employees hired for temporary relief work or for summer employment.
- 5:03** Vacancies in Group 6 or higher will be filled by promoting the next senior qualified employee in the department in accordance with Article 5:02. However, the vacancy will be posted if there is no employee in the department concerned who meets the requirements of the job in question or if no employee accepts the job in question. In such cases, the vacancy will be filled in accordance with Article 5:02 above.

5:03:01 This article will be administered independently to the Mill & Woodlands in the first instance. If, however, the vacancy still exists, applications shall be received in like manner within the **Bargaining Unit**.

5:04 With respect to the administration of matters of promotion, demotion, permanent transfers between departments, filling vacancies, and new positions, the Management shall give the Union, in writing, five **(5)** days notice **of** the intended action and the Union will be given a period of fifteen (15) working days immediately following receipt of such notice, to present its views.

5:05 **Mill** clerical employees who have been trained for jobs up to and including **Group 3** in the bargaining unit, whether he or she is regular or temporary, will be required to move from one job to another if that is the only relief available for that position.

#### **ARTICLE 6 - SENIORITY**

6:01 **Seniority Groups**

6:01:01 For the purpose of computing and administering seniority, eight (8) separate groups shall be established, as follows:

- Group A - Grand Falls & Botwood Clerical Employees
- Group B - Hourly Paid Instrumentation Employees
- Group C - Drafting Office Employees
- Group D - ~~Woods~~ Clerical Employees
- Group E** - Scalers and Assistant Scalers
- Group F - Forestry Technicians 1 and Forestry Technicians 2
- Group G - Silviculture Clerical
- Group H - Security Guards

Employees will accrue seniority only within their own group.

6:01:02 Promotions, lay-offs and recalls within any of the above groups will be according to Group Seniority and ability.

6:01:03 (a) Updated seniority lists shall be supplied to the Union by February 1st of every year. Seniority will be computed on the basis of days worked using 20 days as 1 month.

(b) No periods of lay-off shall be counted in computing service for any purpose other



than for vacation qualification. For purposes of insurance and Weekly Indemnity Plan coverage only, employees on lay-off, who are covered under the plans, shall retain their coverage up to the end of the policy month next following the policy month in which the employee was laid off.

- (c) Any employee who is absent through sickness or accident shall continue to accumulate service as far as seniority is concerned.

6:01:04 Casual employees on lay-off **will** be granted service equal to that accrued by less senior stenographers employed during the period of lay-off for Mill Service purpose only.

6:02 An employee not selected for promotion or transfer for a job within the framework of the Bargaining Unit shall, upon request, be entitled to an explanation in writing by the employee's supervisor.

6:02:01 **In** the event **of** promotion, and up to **a** time limit of three months, if the employee

promoted proves unsatisfactory or if the employee so desires he shall be returned to his former position without loss of seniority and at his former salary rate.

6:03 An employee's accumulative service record is broken only by resignation or by dismissal for just cause, in which case all previous service is cancelled. Former employees who are rehired after being laid off the Company payroll for a period of twenty-four (24) or more consecutive months shall be considered as new employees.

6:04 Leaving Notice Groups A, C & D  
~~(Reference Article 6:01:01)~~

6:04:01 All regular employees are required to give one (1) month's notice before leaving the employment of the Company.

The Company will, except in cases of dismissal for just cause, give a regular employee one (1) month's notice before terminating his or her service.

6:05 (Applicable to Groups A, B, C, D, E, F, **G and H**) ~~(Reference Article 6:01:01)~~

When, by virtue of promotion or transfer, a Union member moves to a position outside the bargaining unit, he shall, for a period of 30 calendar days, retain the right to return to his former position without loss of seniority, provided he maintains his membership in the Union in good standing.

6:06            Adjustment of Groups - A, B, C, D, E, **F, G and H (Reference Article 6:01:01)**

6:06:01        The Company reserves the right, after discussion with the Union, to adjust all or any of the groups arising out of a change of process or a change of equipment.

**~~6:06:02~~**        Whenever lay-off of regular employees becomes necessary, the Company agrees to notify the Union and give them a list of the names and classifications of the men to be laid off at least fourteen (14) days before such lay-offs are made. Where lay-off is caused by re-organization, automation, or mechanization, the Company undertakes to give the Union at least ninety (90) days' notice.

- 6:07** Lay-Off Notice - Groups E, F and G  
(Reference Article **6:01:01**)
- 6:07:01** Employees covered in Groups E, F and G shall receive one (1) week's written notice of lay-off ~~or~~ one **(1)** week's notice pay in lieu. Where lay-off is caused by re-organization, automation, or mechanization, the Company undertakes to give the Union at least ninety (90) days' notice.
- 6:07:02** Before the beginning of each logging season the scaler shall indicate to the Company, in writing, his preference **for** working at a division.
- In a division the Company has a leeway **of** five **(5)** days on the recall at the beginning of the logging season and on lay-off at the end of the logging season and the senior employee's seniority rights in another division may not be exercised during that five **(5)** day period. If the Company exercises this leeway period, the scaler's position on the seniority list shall not be affected.

6:07:03

Forestry Technicians I and Forestry Technicians II shall be considered as a group and a classification for the purposes of this Collective Agreement. Employees in this group shall receive their annual increment **as** provided for in Seniority Group F - Forestry Technicians I and Forestry Technicians II - Salary Scale. Notwithstanding the above, employees who have not obtained their Diploma of Technology as a Forestry Technician I or who are not assigned Forestry Technician I duties will not be entitled **to** the increments beyond the 3rd Season. Where additional Forestry Technicians I are required, the senior qualified Forestry Technician II will be designated as Forestry Technician I if he qualifies and successfully completes the trial period referred to **in** Article 6:02:01. Where Forestry Technicians I are assigned Forestry Technician II duties, the Forestry Technician's I rate will apply.

Where a Forestry Technician I is to be set back to Forestry Technician II, he will be given **two** weeks notice or in lieu **of** two weeks notice, will carry his rate for the two week period.

- 6:08 Hiring, Seniority, Promotion and Lay-Off  
~~Groups B & H (Reference Article 6:01:01)~~
- 6:08:01 (Applicable to Groups B & H, Article  
6:01:01).
- (a) There shall be two types of seniority:
    - i. Classification Seniority  
[as per present definition in 6:08:01  
(f)].
    - ii. Mill Seniority  
[as per present definition in 6:08:01  
(e)].
  - (b) When considering seniority for promotion, the first consideration shall be classification Seniority. When Classification Seniority is equal, Mill Seniority shall be the deciding factor.
  - (c) Employees next in line will be provided with an opportunity to demonstrate the ability required for promotion.
  - (d) When an employee and/or employees is offered a promotion, whether on a relief

replacement or regular basis, and refuses to accept same, he shall, as a consequence of such refusal, for all purposes of promotion, be considered junior to the employee thus accepting the promotion, regardless of the latter's previous employment and/or seniority status.

This clause will not apply in the case of a reduction in the work force. Records of all refusals shall be part of the employee's personal file.

(e) Mill Seniority is established as the employee's total accumulated service in the Mill from the date recognized as the date of hiring.

(9) Classification Seniority is established from the date an employee is set up in one of the classifications listed hereunder:

Instrument Technician  
Instrument Mechanic

(g) Employees will be called to work for breakdowns or other special circumstances by Classification service.

6.08:02 Promotions - Groups B & H  
~~(Reference Article 6:01:01)~~

- (a) Promotions, where a Line of Progression exists, shall be on the basis of seniority and ability to perform the work required.
- (b) Employees next in line will be provided with an opportunity to demonstrate the ability required for promotion.
- (c) Among employees qualified for promotion on the basis of ability, the higher in position in the progression will be promoted.
- (d) In cases where the employee to be promoted and/or selected through Job Posting is not the senior employee, the Company will present, within 14 days, the name of the employee selected to the Union who will have an opportunity to discuss with the Company the qualifications of the employee concerned.

The Company shall take such presentation into consideration in making its decision; such decision may be subject to the Grievance Procedure.



- 6:09 Service - Groups B & H (Reference  
Artic .....
- 6:09:01 Service to December 31, 1968 is the accumulated total of the calendar days in every period of employment from the date of each hiring to the date of each lay-off as shown on the employee's history card. Service after December 31, 1968 will be calculated from the payroll records as shown on the payroll year-end summary on the basis of days worked using twenty (20) days as one month.
- 6:09:02 No periods of lay-off shall be counted in computing service for any purpose other than for vacation qualification. For purposes of insurance and Weekly Indemnity Plan coverage only, employees on lay-off, who are covered under the plans, shall retain their coverage up to the end of the policy month next following the policy month in which the employee was laid off.
- 6:09:03 Service will be computed at the end of each payroll year and the service total at

that time, shown in months and days, will be used for all purposes where service is a consideration, excepting qualification for vacations, for full payroll year following.

**6:09:04** Any employee who is absent through sickness or accident shall continue to accumulate service as far as seniority is concerned.

6:09:05 Service, and any and all rights or privileges acquired through service, will be cancelled for the following reasons:

- a) Voluntarily leaving the Company's employ or quitting;
- b) Discharge for cause;
- c) Failing to report for work after receiving a recall;
- d) Failing to return from a granted leave of absence;
- e) Any period of twenty-four **(24)** consecutive months off the payroll;

f) Acceptance of all severance pay. Cancellation of rights and privileges caused by the acceptance of severance pay, or the application of (e) above, will not cancel a former employee's right to recall as a new employee without service as provided for in 15:03.

6:09:06 Any previous employee whose service has been cancelled shall, if he is rehired, be considered for all purposes of service to be a new employee.

6:09:07 Service lists for each Union will be prepared by March 1st showing total service in months and days as of the previous payroll year-end and a copy sent to the Union. Any requests for checking of service calculations must be made within 30 days of the date the service list is issued. After such check, or after 30 days, if no check is requested, the service list will be considered final. As lists are issued in subsequent years for checking, service will be entertained only in respect to the period following the latest accepted list.

**ARTICLE 7 - EMPLOYMENT  
SECURITY**

7:01

**Job Security**

The Company and the Union recognize that technological change, automation, changes in methods of process and reduction of the work force have an impact on employees.

The Company is therefore prepared to make the following commitment. Immediately following a public announcement **by** the Company of its intentions to proceed with a major project or layoff (for reasons other than market conditions) affecting the employment status of permanent employees, the Company will meet with the Union involved to implement the following:

- a) Special early retirement provisions.
- b) Freeze on the hiring of permanent employees.
- c) Retraining.

- d) Transfer to other job vacancies.
- e) Exercise of the bumping provisions of Agreement.
- f) Attrition (death, retirement, voluntary resignation, discharge for cause).

**ARTICLE 8 - LEGISLATIVE  
CHANGES**

8:01 Should any article or section of this Agreement be determined illegal by a judicial or legislative action, the remaining articles and/or sections shall continue to be operative and binding upon both parties hereto.

**ARTICLE 9 - HOURS OF WORK**

Groups A, C, D, & G  
~~(Reference Article 6:01:01)~~ \_\_\_\_\_

9:01 The Company agrees to maintain sufficient staff to avoid excessive overtime work.

- 9:02 The Company agrees to survey with the Union the need for training for relief due to days off, vacations, sickness and attrition, etc.
- 9:03 The Company and the Union both recognize the importance of regular and prompt work attendance. The Union agrees to co-operate with the Company with a view to bringing about correction of any cases which the Company brings to its attention, reflecting repeated and excessive lateness and/or absenteeism.
- 9:04 The normal working time for employees in Groups A (excluding Prüfbau Testers), C and D shall be from **8:30** a.m. to **4:30** p.m., and from 9:00 a.m. to 5:00 p.m. for Group G employees.
- 9:04:01 For time worked over seven (7) hours in one day, or over **35** hours in one week, and for time worked on Sundays, and should the mill not operate, the Labour Day, December 23, and Christmas Eve, statutory holidays, time and one-half will be paid with the exception of employees scheduled to work eight (8) hours per day.

- 9:04:02 Time for overtime and on call-ins will not be counted as part of the 35 hour week for determining overtime pay eligibility.
- 9:04:03 For time worked in excess of seven (7) hours [or eight **(8)** hours if normally scheduled] on Sunday, and should the mill not operate, in excess of seven (7) hours on the Labour Day, December 23 and Christmas Eve statutory holidays, and for all time worked on the Christmas Day and Boxing Day statutory holidays, double time will be paid.
- 9:04:04 (a) An employee who works in excess of sixteen hours on any Mill operating day will be required to take time off with pay on the following day, to the extent of twice the number of hours worked over sixteen, but not ~~more~~ than a total of eight.
- (b) An employee called in and who works beyond midnight and who is scheduled to work the next day, will have equal time off beginning at 8:00 a.m. the next morning with no loss of pay, for all hours worked after midnight with a minimum of one hour.

- 9:05** Hours of work - Groups E and F  
(Reference Article 6:01:01)
- 9:05:01** The hours of work of Group E employees while performing scaling duties, and for Group F employees while working in the field shall be eight (8) consecutive working hours per day, with one (not inclusive) hour off at mid-shift for lunch, for a forty (40) hour work week, Monday to Friday inclusive, or Tuesday to Saturday inclusive.
- 9:05:02** For time worked over 8 hours in one day, or over 40 hours in one week and for time worked on Sundays and statutory holidays, time and one-half will be paid.
- 9:05:03** Time for overtime and on call-ins will not be counted as part of the 40 hour week for determining overtime pay eligibility. All approved hours worked outside the regular hours per day or regular hours per week will be paid for at time and one-half.
- 9:05:04** For time worked in excess of eight (8) hours per day on Sundays and on statutory holidays and for all time worked on



Christmas Day and Boxing Day, double time will be paid.

- 9:05:05** Instead of overtime pay, the employee may choose to take equivalent time off at a time agreeable to the employer.
- 9:05:06** It is understood that hours worked beyond normally scheduled hours, due to forest fires, will be paid for at straight time rates and the hours will not be counted as part of the week for determining overtime pay eligibility.
- 9:05:07** The Company will endeavour to give at least 24 hours notice to an employee who is required to change work locations and stay overnight at the new work location. If it is not possible to give such 24-hour notice, such an employee will be paid at the rate of time and one-half for his first shift worked at the new location.
- 9:06** Employees called in to work after their regular day's work has ended, and they have left the premises, shall be compensated for each call a minimum of four **(4)** hours pay at straight time rate or

time and a half for time worked, whichever is greater. If a call-in occurs on a Sunday or on the employee's scheduled day off, or during the statutory holiday shutdown time, pay will be a minimum of six (6) hours pay at straight time rate or time and a half for time worked, whichever is greater.

9:06:01 Instead of overtime pay,, employees in Groups **A**, C D and G may choose to take equivalent time off at a time agreeable to the employer. Such time off to be taken within thirty days after the overtime has been worked.

**9:07** For the purposes of calculating overtime or a daily rate, the number of hours per month to be used shall be one hundred and fifty-one point six (151.6).

9:07:01 For employees in Groups E & F, the number of hours per month to be used for purposes of calculating overtime or a daily rate shall be one hundred and seventy-three point three (**173.3**).

**9:08** Overtime - Groups B, H and Prüfbau Testers (Group **A**)  
(Reference Article) .....

- 9:08:01 (A) Rate and one-half will be paid to Day Workers under the following circumstances:
- a) For time worked between 4:00 p.m. and 8:00 a.m. [except as in (b) following]:
  - b) After eight hours continuous work, where the employee had been notified of a change in starting time before leaving the Mill. [In this case (a) above would not apply.]
  - c) For the first eight hours worked on Sunday.
  - d) For the first eight hours worked during the shutdown hours of the Labour Day, December 23 and Christmas Eve statutory holidays.
  - e) When a Day Worker is required to work on his scheduled day off.
  - f) When completing an unfinished task **as** in 9:08:01 (G).

- (B) Double rate will be paid under the following circumstances:
  - a) For all time worked during the Christmas Day and Boxing Day statutory holidays.
  - b) For all time worked in excess of eight hours on Sunday, and on the Labour Day, December 23 and Christmas Eve statutory holidays.
  
- (C) Rate and one-half for time worked, with a minimum of four hours pay at straight time, whichever is greater, will be paid to Day Workers under the following circumstances:
  - a) For time worked by employees called back for work after they have left the Mill, for breakdowns or other special circumstances.
  - b) For time ~~worked~~ on a second unrelated breakdown by employees who are already in the Mill on a call-in. It being understood that men already in

the Mill on a call will not be assigned to a second breakdown until after additional men have been called.

- c) Maintenance workers told to come back after 4:00 p.m. for unusual start-ups or other conditions.
- (D) Rate and one-half for time worked, with a minimum of six hours pay at straight time, whichever is greater, will be paid to Day Workers, under the following circumstance:
  - a) For time worked by an employee called in on Sunday, a Mill statutory holiday, or on the employee's scheduled day off.
- (E) Any changes in scheduled days off must be arranged with the department head, through the foreman, at least sixteen hours in advance. Time lost for other reasons cannot be considered as scheduled days. Emergencies or exceptional circumstances will be given special consideration.

- (F) A Day Worker who had completed his day's work and is called back later to work an extra shift as a Tour Worker shall be paid rate and one-half for all time worked over eight (8) hours at the rate paid the regular Tour Worker but in no case less than his regular rate.
- (G) When a Day Worker has an unfinished task at the end of his regular work period, he shall continue to work if requested and he will be paid for the actual overtime worked at rate and one-half.
- (H) Payment at rate and one-half will cease at the start of the mill working day except where a man has already worked eight continuous hours at 8 a.m. and continues to work at the request of the Company. When the day so starting is the man's scheduled day off the man shall have the option of changing his scheduled day off.
- (I) The above ruling is not to apply to Tour Workers.
  - a) Employees will not be required to work more than sixteen (16) continuous hours.

- b) **An** employee who works in excess of sixteen hours on any Mill operating day will be required to take time off with pay on the following day, to the extent of twice the number of hours worked over sixteen, but not more than a total of eight.
- c) An employee called in and who works beyond midnight, and who is scheduled to work the next day, will have equal time off beginning 8:00 a.m. the next morning with no loss of pay, for all hours worked after midnight with a minimum of one hour.
- d) Day Workers assigned to tour work and working any time between **12:00** midnight and 8:00 a.m. will be granted four **(4)** hours off with pay in order to revert back **to** their regular schedule.

When mutually agreed between the employee and his foreman, such employee would be given the option of working until 12 noon and then taking his four **(4)** hours off.

- e) A Day Worker who starts work at 8:00 a.m. will be classed as a Day Worker until 8:00 a.m. the following day.
- f) Any Day Worker called in on Sunday who works eight **(8)** or more continuous hours and was not scheduled to work on that day, shall not have to take a designated day off during the week and shall work on his fifth scheduled working day at time and one-half if he so desires.

**9:08.02** Overtime - Mill Tour Workers

- (A) Tour Workers shall be paid at the rate of time and one-half for all work performed beyond their regular daily hours of work with the following exceptions:
  - a) When such work is caused by change of shifts.
  - b) Overtime worked by special arrangement between a Tour Worker and his mate to exchange shifts with



the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

- c) When required to replace an employee for tardiness up to one **(1)** hour.
  
- (B)** Except as noted above, Tour Workers called on duty after regular working hours or on their scheduled days off shall receive time and one-half for all overtime work and in no case shall they receive less than four **(4)** hours pay at regular rates for work performed on each call.
  
- (C)** When a man has been given one-half hour or less notification to report for work prior to the start of the shift, his time will be considered as to **run** from the start of the shift provided he is on the job not later than one-half hour after the shift starts.
  
- (D)** a) Tour Workers will be paid rate and one-half for the first twelve **(12)** hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday, and for the first twelve **(12)** hours worked on Labour

Day, December 23 and Christmas Eve statutory holidays.

- b) Tour Workers will be paid double rate for all time worked in excess of twelve **(12)** hours on Sundays and on Labour Day, December 23 and Christmas Eve statutory holidays.
  - c) Tour Workers will be paid double rate for all time worked on the Christmas Day and Boxing Day statutory holidays.
- (E) The words "Tour Workers" mean employees engaged in operations scheduled in advance for at least twenty-four **(24)** hour continuous running. It being understood, however, that if a Tour Worker is temporarily assigned to work not connected with continuous operation on which he is actually employed, his status as to Tour or Day Worker during such temporary assignment is determined by the nature of the assignment.

All other employees are considered Day Workers.

- (F) No employee shall be requested to work on Sunday unless he be given a minimum of six (6) hours pay. However, it is understood that where an employee, who is on regular tour in any department, continues to work on request after his tour is completed on Sunday, he shall receive double rate for the time worked beyond his regular tour.
- (G) Tour Workers will be called to work for breakdowns or other special circumstances by Classification Service. If employees in that classification cannot be obtained, proceed down in the line of progression.

9:08:03 **Calculation of Overtime Pay**

- (A) Overtime for Day Workers or Tour Workers shall not be pyramided and one basis only shall be used to calculate time for the same hours.
- (B) Straight time of one-quarter hour is paid for three (3) to fifteen (15) minutes time worked; otherwise, time is not paid for in less than half-hour periods. In computing overtime pay, other than where special

provisions are provided for in this Agreement, no overtime is paid where the time worked is less than fifteen (15) minutes; one half hour is paid where the time worked is from fifteen (15) minutes to twenty-nine (29) minutes inclusive; one hour is paid where the time worked is thirty (30) to forty-four (44) minutes inclusive and one and one-half hours is paid where the time worked is forty-five (45) to sixty (60) minutes.

9:09 Hours of Work - Groups B, H and Prüfbau Testers (Group A)  
(Reference Article 6:01:01)

- (A) The normal operation of pulp and paper mills will be seven (7) days per week. Effective January 4, 1981, the work week will be from 8:00 a.m. Sunday to 8:00 a.m. Sunday provided that the sixth day of work, necessitated by the 42-hour average work schedule, will be compensated for at straight time.
- (B) Tour Workers shall be organized into three (3) tours and shall work eight (8) consecutive hours upon each tour as follows:

Tour A from 8 a.m. to 4 p.m.  
Tour B from 4:00 p.m. to 12 Midnight  
Tour C from 12 Midnight to 8 :00 a.m.

Tours will rotate in weekly sequence.

- (C) The normal work week for hourly paid Day Workers will be basically forty **(40)** hours.
- (D) The regular hours of work for Day Workers shall be from 8:00 a.m. to **4:00** p.m. with one fifteen **(15)** minute paid rest period in the morning and with a paid thirty **(30)** consecutive minute lunch break as scheduled between 12:00 noon and 1:00 **p.m.**
- (E) a) Day maintenance workers organized into crews for weekend coverage shall not be required to take their days off where **no** weekend coverage is required for that week, and Saturday and Sunday will be considered their days off.  
b) Day maintenance workers not organized into crews for weekend coverage will take Saturday and Sunday as their days off.

- (F) When necessary for major jobs for twenty-four **(24)** hours continuous running, the Company will organize Day Workers as Tour Workers on a two twelve-hour shift **basis** or **on** a three eight-hour shift basis.

**9:09:01      Starting and Stopping Time**

- (A) Day Workers shall be in their respective places ready to begin work at the designated starting time for their department and shall remain at their places until the corresponding hour for stopping in that particular department.
- (B) A Day Worker **who** reports for work late or who leaves early will lose pay as follows:
  - a) Reporting in from three to fifteen minutes late or leaving from four to fifteen minutes early he will lose pay for fifteen minutes.
  - b) Reporting in from more than fifteen but not more than thirty minutes late, he will lose pay for thirty minutes and so on for successive fifteen-minute periods.

- (C) An employee who leaves the Mill during his working hours must have the permission of his foreman, except in cases of personal emergency.
- (D) When a tour begins, each Tour Worker is required to be in his place at the designated starting time.
- (E) At the end of the tour, no Tour Worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on the responsibility of the position.
- (F) If a Tour Worker does not report for his regular tour, his mate shall notify the foreman, and then shall remain at his post until a substitute is procured; if necessary, he shall work an additional four **(4)** hours.
- (G) In the event that no work is available, or men are unable to work due to weather conditions, all employees shall receive two **(2)** hours pay, unless notified at least one hour prior to regular starting time.

It is further agreed and understood that the Company will make every reasonable effort, by use of local news media, to notify employees at least one hour prior to regular starting time.

9:09:02

**Stoppage of Production**

- (A) In the event of a stoppage of production in the Mill or any part thereof, both Mill Day Workers and Tour Workers shall receive two (2) hours pay in excess of the number of hours worked with a minimum of four (4) hours and a maximum of eight (8) hours.
- (B) In respect to crews to be kept in the Mill during rehabilitation of machines, slob ice, Acts of God and breakdowns, the Company agrees that while the Mill is operating, employees will remain on the job and do work as required. If the entire Mill is down, the crews will only be kept in to the end of the shutdown shift.
- (C) a) In the event of a shutdown for a period of seven (7) days or more because of market conditions or repairs, every



effort will be made to distribute any available work in periods of five consecutive days.

- b) Within the jurisdiction of CEP - Local 158 work will normally be assigned on the basis of employees' Classification Seniority; however, when in the opinion of supervision, experience in the crew concerned is required to perform the subject work effectively, the Company reserves the right after consultation with the Union to assign employees who regularly work in that area.
- c) All shutdowns occurring within the calendar year, that is Jan. 1 to Dec. 31, will be considered extension of the first shutdown' for purposes of this clause.

9:09:03 **Start-Ups**

- (A) During total Mill shutdowns for a statutory holiday, Mill shutdown and start-up procedures take place during total shutdown hours.

- (B) The start-up of the Mill following a shutdown for any reason other than a statutory holiday will normally be at 8:00 a.m. and crews of the operating departments and regular maintenance workers will report for work at 7:00 a.m. The Clothing Crew and employees required for steam-up of machines will report for work at 6:00 a.m. Time and one-half will be paid for time worked before 8:00 a.m.
  
- (C) The start-up of the Mill following shutdown may occur at other than 8:00 a.m. When starting up paper machines after a shutdown for any reason, all machine crews are to report for work **at** the same time.
  - a) If the start-up is at 4:00 p.m. or before 4:00 p.m. the 8:00 a.m. to 8:00 p.m. shift will come in and be paid for actual time worked with a minimum of **six (6)** hours.
  
  - b) If the start-up is after 4:00 p.m. the 8:00 p.m. to 8:00 a.m. shift will come in. Time before 8:00 p.m. will be paid for at time and one-half.

- c) Employees called in for start-ups under 9:09:03 will receive minimum of six (6) hours pay.

9:09:04

**Meals**

- (A) When a Tour Worker is unexpectedly requested to continue on duty for an extra tour, or for two (2) hours, his foreman shall arrange to have a meal brought in and shall arrange to have a second meal available during this second tour.
- (B) When a Day Worker is requested to continue on duty beyond his normal quitting time, his foreman, if requested by the worker, shall arrange to have a meal brought in after the man has worked one and one-half hours beyond his normal quitting time. Thereafter, additional meals will be provided at 4-hour intervals, if so requested by the worker.

If circumstances permit without production loss, the foreman will schedule his crew so that each man may have up to one hour with pay to have his meal at home.

- (C) A worker entitled to a meal as above, may choose instead to accept a voucher worth \$9.00 in lieu of a meal. Such vouchers may be exchanged for a separate cheque at the end of each quarter.
- (D) The Company agrees that Tour Workers are entitled at normal intervals to a meal period of 30 consecutive minutes, where operations permit.
- (E) A Day worker or a Tour Worker who is called in to ~~work~~ on his day off and is not given 12 hours notice will be given a meal every four (4) hours, (i.e. Day Workers one (1) meal, Tour Workers two (2) meals.)

9:09:05 Authority for Excess Pay

- (A) When a man in a Maintenance Department replaces a man in that department who is in a higher paid position, he shall receive the rate for the job.
- (B) When a man is actually doing a job which calls for a rate of pay higher than his regular rate, excess pay is to be paid for the time spent on the job with a minimum of two (2) hours.

- (C) If the Leading Hand or Charge Hand is relieving the salaried Non Union supervisor, or is absent from work, he shall be replaced and his replacement shall receive the established rate beginning with the first day provided the replacement has a minimum of four men under him, i.e. a total crew of 6 men.
- (D) Hourly paid employees replacing supervisory salaried employees will receive 65 cents per hour excess pay on their regular hourly rate or on the highest rate supervised.
- (E) Tradesmen, apprentices and trainees required to work inside high pressure boilers will be paid 10% excess pay.
- (F) Replacement will be made only where and when absolutely necessary and it is the foreman's responsibility to determine whether or not a man is entitled to receive excess pay.
- (G) Height pay will be paid at rate and one-half for work performed in areas forty **(40)** feet, or over, above a solid floor. For

work on Sundays, statutory holidays, designated days off, and after eight hours in any one day, the employee shall receive a further premium of fifty per cent (50%) of his regular rate.

9:09:06 **Working Out of Town**

- (A) Employees from maintenance crews who are scheduled to work in a town other than their normal place of employment, and who are directed to be at work at 8:00 a.m. and are required to remain until 4:00 p.m. will receive 10% excess pay on their hourly rate.
- (B) For jobs that can be completed in one day, the Company will provide transportation to and from the job and pay for lunch.
- (C) For jobs of longer duration, the Company will provide transportation to the **job** and return transportation when the job is completed. The Company will arrange and pay for room and meals and the employee will receive 10% excess on his hourly rate for being temporarily employed in a town other than his normal place of employment and required to remain there overnight.

- (D) To be eligible to receive the excess pay the employee must be on the job at the designated starting time and remain until the designated quitting time.
- (E) All arrangements for transportation, room and meals will be made by the Employee Relations Department at the request of the superintendent of the department whose men are involved.

9:09:07

**Protective Clothing**

- (A) Employees required to work inside high pressure boilers will be provided with coveralls during this type of work.
- (B) Breathing apparatus will be worn while cutting, grinding or welding stainless steel.
- (C) The Company will provide employees with the option of selecting one (1) pair of selected safety footwear annually at no cost, from a number of designated suppliers. The local **OH&S** Committee will decide on the selection to be made available with the final decision resting with the Mill Manager. The Company, at the employee's option, will provide up to \$80. for the employee to purchase directly.

9:09:08 Trades Flexibility

(A) Mutual Help - Day Workers:

Tradesmen are normally assigned tasks that are related to their basic trade. However, employees of different trades that are organized as a group to perform a specific task help each other while doing their respective work in order to reduce lost time incurred when tradesmen have to wait before and/or after performing tasks directly related to their trade.

(B) Flexibility - Tradesmen on Shift:

**A** tradesman on shift working alone or as part of a group performs any work for which he has the ability, regardless of his trade. The Company will provide the necessary training, so that the proposed changes will be implemented progressively and safely.

The tradesman's primary task is to deal with emergencies occurring during the shift and to perform the ~~tasks~~ scheduled by the department superintendent, regardless **of** the department in the mill.



The preceding text replaces all existing agreements and/or practices in the Mills represented by the signatory Locals which would be in conflict with it.

**9:10** Reporting and Absenteeism -  
Groups **A, B, C, D, E, F, G** and **H**  
**(Reference Article .....**

9:10:01 **Reporting**

- (A) It is the duty of every worker to report for his regular work unless he has already arranged for leave of absence with his foreman. If unavoidably prevented from reporting for work, he shall notify Employment Services, dial 292-3272, at least two **(2)** hours on the other two shifts before his work commences.
  
- (B) After a worker has been absent from work for one day or more or leaves his job on account of illness or other bona fide reason, he shall give at least four **(4)** hours notice to Employment Services, dial 292-3272 before returning to work. Where the absence is less than a day, at least two (2) hours notice is required before returning to

work. Failure to give the required notice will result in the returning employee being sent home.

- (C) If an employee has been absent from work without arrangements or without notice as under Article 9:10:01 (B), he shall report to the superintendent or other departmental supervisor for instruction before returning to work. Failure to locate any of them, he will report to his superintendent immediately after his return to work. Should an investigation of a case of failure to report, fail to disclose a bona fide reason, Management shall discipline the employee as follows:
- a) First case: Instructions and Warning.
  - b) Second case: Instructions and up to three days suspension.
  - c) Third case: Instructions and up to one week suspension.
  - d) Fourth case: Discharge.

With respect to the above, it is understood that should an employee have a clear record for a twelve (12) month period between steps 1 and 2, or steps 2 and 3, or steps 3 and 4, his record shall be considered clear.

- (D) Employees who have been absent from work for three or more days because of illness or accident are required to bring a certificate of fitness, signed by a doctor, to the Employment Office before returning to work.

9:10:02 **Absenteeism**

- (A) An employee who is not working on a day when he is normally scheduled to work, and who does not report for work, is an absentee, whether or not the absence has been reported.
- (B) Should an investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:

- a) If an employee is absent on five (5) separate occasions within a twelve month period, he will be given a warning for absenteeism.
  - b) If an employee is absent on three (3) separate occasions within a twelve month period from the date of a warning for absenteeism, he will be suspended for three (3) working days.
  - c) If an employee is absent on three (3) separate occasions within a twelve month period from the date of a three day suspension for absenteeism, he will be suspended for one week.
  - d) If an employee is absent on three (3) separate occasions within a twelve month period from the date of a one week suspension for absenteeism, he will be discharged.
- (C) With respect to absenteeism, it is understood that should an employee have a clear record for a twelve month period between steps 1 and 2, or steps 2 and 3, or steps 3 and 4, his record shall be considered clear.

- (D) It is understood and agreed, that no further changes in Company policy affecting the application or interpretation of this section shall take place during the life of this Agreement.

**ARTICLE 10 - ALLOWANCES**

- 10:01** Allowances - Group B  
~~(Reference Article 6:01: \_\_\_\_\_)~~
- 10:01:01** The Company and the Union agree that all future entries into the Instrument Shop will be on an hourly rate.
- 10:01:02** When Instrument Men are called in where there is a known hazard, a second person will accompany the called in person.
- 10:02** Allowances - Group D, E, F, & G  
~~(Reference Article \_\_\_\_\_)~~
- 10:02:01** Effective on the date of ratification the standard Company car allowance will be paid to all employees using their own cars on authorized Company business.

- 10:02:02 The present policy of free board and lodging will remain **as** is for these groups of employees.
- 10:02:03 The Company agrees to consider on its merits each case of loss of clothing while fighting forest fires.

**ARTICLE 11 - STATUTORY  
HOLIDAYS**

- 11:01 Statutory Holidays - All Groups  
(Reference Article 6:01:01)

The mill will operate on a continuous basis unless the Company notifies the local union of its intention to shut down. The statutory holiday on December 23 will be **run** through at the Company's discretion. Labour Day, Christmas Eve, Christmas Day and Boxing Day will be **run** through holidays where the required staffing will be done on a voluntary basis. When production is maintained during Labour Day, Christmas Eve, Christmas Day and Boxing Day, workers will be scheduled as per their regular schedule. **A** regularly

scheduled employee who chooses not to work will notify his supervisor **no** later than twenty (20) days in advance of the holiday. Should additional employees be required, the Company will post for the required volunteers. Preference for voluntary work will be given to qualified employees by departmental seniority, schedule permitting. If the Company is unable **to** obtain the sufficient number of volunteers, production will **not** be scheduled. This staffing procedure can be modified locally by mutual agreement between the parties.

11:01:01 Statutory Holidays - Group A, (Excluding Prüfbau Testers), C, D, E, **F, & G**  
~~(Reference Article 6:01:01)~~

11:01:02 Employees in Seniority Groups A, C, D, F, & G shall be allowed the following statutory holidays with pay providing they have a total of at least fifteen **(15)** days worked with the Company and have worked at least one (1) day during the fourteen **(14)** operating days immediately prior to the shutdown date:

Labour Day  
December 23  
Christmas Eve  
Christmas Day  
Boxing Day

In addition, an extra day off with pay will be allowed. This extra day off to be arranged at a time convenient to the department head and the employee concerned.

**11:01:03** For employees in Group E covered by this Agreement, the **statutory** holidays shall be as follows:

New Year's Day  
Victoria Day  
Memorial Day  
Labour Day  
December 23  
Christmas Day  
Boxing Day

**11:02** When the statutory holiday occurs on a Saturday or on a Sunday or on a day when the employee would normally be scheduled to be off **work**, the employee shall be



entitled to a day off with pay from work for each statutory holiday; the day off to be arranged for a time mutually agreeable to the employee and the department head.

11:03 Each of the above statutory holidays may be changed to a more suitable day when such change is mutually agreeable to the Union and the Company.

11:04 Mill Holidays - Groups B, H and Prüfbau Testers (Group A)  
**Reference Article 6:01:** \_\_\_\_\_

11:04:01 **Statutory Holidays**

(A) Paid statutory holidays of employees covered by this Agreement are as follows:

Labour Day  
December 23  
Christmas Eve  
Christmas Day  
Boxing Day

Each of the above days may be changed to a more suitable day when such change is mutually agreeable to the Union and the Company.

- (B) a) Should the mill not operate, the period of shutdown for Labour Day shall be thirty-two hours beginning at midnight on the Sunday before Labour Day.
  - b) Should the mill not operate, the period of shutdown for December 23 shall be for twenty-four hours beginning at 8:00 a.m. on December 23.
  - c) Should the mill not operate, the period of shutdown for Christmas Eve shall be for twenty-four hours beginning at 8:00 a.m. on Christmas Eve.
  - d) Should the mill not operate, the period of shutdown for Christmas Day shall be for twenty-four hours beginning at 8 a.m. Christmas Day.
  - e) Should the mill not operate, the period of shutdown for Boxing Day shall be for twenty-four hours beginning at 8:00 a.m. on Boxing Day.
- (C) Every hourly paid employee with a minimum of 45 days service with the Company will be entitled to eight hours

pay at the rate he would have received had he been scheduled to work for the December 23, Christmas Eve, Christmas Day and Boxing Day shutdowns, and to sixteen hours pay for the Labour Day shutdown provided he has worked at least one day during the fourteen (14) operating calendar days immediately preceding the shutdown date.

- (D) Any employee who quits, resigns, or is discharged for cause prior to the holiday shutdown date shall not be eligible for pay for the holiday.
- (E) An employee who is on regular vacation at the time of a paid statutory holiday will receive pay for such holiday in addition to his regular vacation pay.
- (F) Except as in Article 11:01, it is generally agreed and understood that the above mentioned statutory holidays are days on which no work shall be done unless agreed to by Unions signatory to this Agreement.

- (G) Men required to work during a paid statutory holiday will, in addition to the holiday pay, be paid as provided in paragraphs 9:08:01 (A), (B), (D).
- (H) An employee who has worked on a statutory holiday will have the option of taking a day off later without pay at a time mutually agreed to by the employee and his department head, or he may elect not to be paid for the statutory holiday and will then **be** able to arrange for another day off with pay to be taken at a time mutually convenient to his department supervisor.
- (I) Employees who are required to work on essential services during the 8 p.m. - 8 a.m. tour on the Sunday prior to Labour Day will be paid four (4) hours extra.

11:04:02 **Operations - Statutory Holidays**

- (a) When production is maintained during a statutory holiday, work crews will be kept to a minimum.

- (b) The weekly work schedule will be respected when the Mill operates on a statutory holiday.
- (c) The Collective Agreements will be amended to provide the following pay provisions for employees who work on a statutory holiday tun-through:
  - i. Employees who work on a statutory holiday will receive statutory holiday pay in accordance with the Collective Agreement.
  - ii. In addition to (i) above, employees who work will be paid at the rate of double time.
  - iii. For each hour worked the employees will receive an additional payment of one (1) hour at the rate paid for the job performed.
  - iv. **An** employee who works a complete shift during the twenty-four **(24)** hours of a statutory holiday can take a compensatory holiday without pay before the following month of May at a date approved by the employee's supervisor.

- (d) Employees who do not work on a statutory holiday will be paid in accordance with the provisions of the Collective Agreement.
- (e) During total Mill shutdowns for a statutory holiday, mill shutdown and start-up procedures take place during total shutdown hours.
- (f) This agreement does not apply to employees who must perform regular work during statutory holidays when the mill is not in operation.

11:04:03 Maintenance and Project Work on Statutory Holidays

With the exception of the hours from 4 p.m. Dec. 24 to 8 a.m. Dec. 26 of the Christmas statutory holiday shutdown, the Company will have the option of scheduling repair and maintenance or project work during statutory holiday periods subject to the following conditions:

- (a) The Union will be informed in advance of the work to be accomplished during statutory holiday hours.

- (b) The Company will call for volunteers to provide the necessary complement of skills required for the planned jobs.
- (c) If sufficient tradesmen are not available on a voluntary basis the Company will meet with the local Union involved in an attempt to resolve the problem. Failing mutual agreement the Company will have the right to schedule the additional employees required in the reverse order of seniority.
- (d) Pay for tradesmen working on statutory holiday time when the mill is producing end product will be as for other employees. When the mill is not producing end product the current provisions of the Agreement will apply.

**11:04:04 Bonus Holidays**

- (A) Every employee covered by this Agreement is entitled to six (6) bonus holidays with pay, provided he meets the following requirements:

- a) To be eligible for the first three Bonus Holidays under this clause, an employee must have worked for thirty (30) days or more in the previous payroll year.
  - b) To be eligible for the fourth bonus holiday under this clause, an employee must have worked for ninety (90) days or more in the previous payroll year.
  - c) To be eligible for the fifth and sixth bonus holidays under this clause, an employee must have worked for one hundred and fifty (150) days or more in the previous payroll year.
- (B) Bonus holidays must be scheduled as far in advance as possible to be taken at a time mutually convenient to the department head and the employee. Premium time shall not be a deterrent to granting a bonus holiday if such holiday has been agreed to and scheduled a minimum of seven (7) days in advance.
- (C) No wages will be paid under this clause unless the employee actually takes time



off. **An** employee who is retiring on January 1 will be paid for bonus holidays which fall due on that date.

- (D) Bonus holidays qualified for will be forfeited if not taken before the end of the payroll year.
- (E) In the event of a planned shutdown, bonus holidays may be arranged where possible. This also applies to emergency shutdowns providing it does not involve any additional cost.
- (F)
  - a) Time lost through sickness and non-occupational accidents not exceeding twelve **(12)** consecutive months, shall not be deductible from bonus holiday credits.
  - b) Time lost due to occupational accidents shall not be deductible from bonus holiday credits.
  - c) Time lost as a result of inventory shutdown shall not be deducted from bonus holiday eligibility requirements.

- (G) Pay for bonus holidays will be the rate of pay the employee would have received had he not been on the bonus holiday. Bonus holiday pay will not include shift differential pay and bonus holidays taken on Sunday will be paid at straight time rate.
- (H) Employees who retire shall be paid for bonus holidays earned in the current year.
- (I) Day Workers who must be absent for dental or medical appointments may split one of their bonus days into two half days.

#### ARTICLE 12 - WAGES

- 12:01 A schedule of wages, as mutually agreed to, will form part of this Agreement under Appendix "A".
- 12:02 When an employee is promoted to a position in a group above that applicable to his current position, he shall receive as a minimum an increase in pay of one (1) increment of the new group, or two (2) increments when the promotion is to

Group 5 or higher provided such increase does not advance his rate beyond the maximum set for the position to which he is being promoted. Such change in rate shall become effective on the monthly pay period coincident to or following date of promotion. The above will also apply in the case of a job evaluation.

**12:02:01** When an employee is designated to relieve or assume, for a period of one day or longer, the responsibilities of another employee in a higher group within the Bargaining Unit, and the employee's Job Description does not cover such relief or responsibilities, the employee shall receive, from the first day, the minimum rate for the job on which he is relieving or one increment of his salary bracket, whichever is greater, or **two** increments when the job on which he is relieving is in Group 5 or higher, provided such increase does not advance his rate beyond the maximum set for the position on which he is relieving.

**12:02:02** When an employee is designated to relieve or assume, for a period of one day or

longer, the responsibilities of another employee outside the Bargaining Unit, and the employee's job description does not cover such relief or responsibilities, the employee shall receive an increase of 8 per cent on his own regular rate, for the full period of relief.

12:03 When an employee is demoted or transferred by the Company due to re-organization, automation, technological or mechanization changes affecting his or her classification, the employee's actual salary will not be reduced, and it will be considered as a Red Circle Rate.

If an employee is affected by the above, or a layoff, he may use his seniority to bump an employee with less seniority in the same or lower Job Group.

12:04 During the period an employee is being trained and another employee is on the job and assuming the responsibility for it, the employee being trained shall receive the salary of his or her regular job.

12:05 Wages - Groups B, H and Prüfbau Testers  
(Group A) (Reference Article 6:01:01)

**12:05:01** An occupational rate adjustment may be requested at any time where a reasonable change in job content has occurred. The request should be made to the superintendent concerned who will refer the request to the Resident General Manager for a decision. Such decision is to be final. Any adjustment in rates, made as a result of such request, will be made effective as of the date it is presented. Where a request has been disposed of and later resubmitted, the effective date shall be the last date of presentation.

**12:05:02** A shift differential of forty cents (40¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 4 p.m. and 12 midnight and a shift differential of sixty cents (60¢) per hour shall be paid for all hours between 12 midnight and 8 a.m. This shift differential shall not apply to Day Workers on overtime work.

These differentials apply to trade employees working during these shifts on a rotating shift basis, and to employees working on jobs whose regularly

scheduled hours fall completely between the hours of 4:00 p.m. and 8:00 a.m. The shift differential shall not enter into the calculation of statutory holiday pay, vacation pay, nor the calculation of overtime.

For twelve (12) hour tours, see Appendix "F".

12:05:03 **Pay Rate While Training**

When a trades employee is being trained for a job he will be paid the rate for the job on which he would have been employed had he not been training.

12:06 **Pay Day**

The Company agrees that the regular pay day for the hourly paid employees will be Thursday of each week. When an employee has not received his proper pay on pay day due to a mistake over which he has no control, the Company agrees, on request, providing the error is found and reported three (3) hours prior to normal office closing time, to issue a new cheque

on the same day. If reported later, the cheque will be prepared on the next normal office day.

**ARTICLE 13 -JOB EVALUATION**

- Groups A, C, D, E, F, and G  
(Reference Article .....

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- 13:01** The Company and the Union shall jointly participate in the application of the agreed-to present Job Evaluation system to new or revised jobs within the Bargaining Unit. The Joint Job Evaluation Committee shall be comprised of four representatives, two each from the Company and the Union. No employee shall participate in the evaluation of his own job. At the request of the Committee, either the supervisor or the employee concerned may be asked to explain his views on the job in question.
- 13:02** Any matters covered in this Article which are not settled to the mutual satisfaction of the Company and the Union may be processed under the Grievance Procedure commencing at Step 21:01:03. Should a

mutual agreement **on** a job evaluation not **be** reached within two months, the Company will assign the position to a Job Group and will inform the Union in writing.

13:03

**In** the case new positions are established or existing job contents are or have been substantially changed, the Union may request in writing that an evaluation of the new or changed job be made within thirty (30) days and the result shall be given to the Union immediately and shall be retroactive **to** the date of the last request.

The actual salary paid **to** the employee shall **not be** reduced due to a re-evaluation of a job.

#### **ARTICLE 14 - SALARY REVIEW**

• Groups A, C, D, E, F, and G  
(Reference Article 6:01:01)

14:01

Effective January **1st** of each year an automatic salary increase of one increment step in **the** Salary Scale for their Job



Group up to, but not exceeding, their group maximum shall be granted to all regular employees who have been employed since the previous July 1st. This will also apply to temporary employees who have accumulated 6 months work during the previous year.

14:02 Employees hired after July 1st of any year shall not receive any automatic salary increase on the following January 1st.

**ARTICLE 15 - SEVERANCE PAY**

15:01 An employee with one year or more of continuous service with the Company **who** is subject to lay-off for reasons **of** economy, new or modified processes of equipment, production changes or curtailment of operation, other than for causes such as explosion, fire, flood, labour dispute within the Company, government regulations or "Act of **God**" will qualify for severance pay at the rate of one **(1)** week's pay at his current rate for each year of continuous service.

15:01:01 Seasonal Woodlands employees included in Group E, F & G will not be covered by severance pay provisions of 15:01 unless lay-off is permanent.

15:02 If an employee elects to accept severance pay, he may choose to have one-half of the amount due paid one month after the date of severance and the remainder paid **at** the end of the fourth month after severance, **or** to have the full amount of severance pay due paid **six** months after the date of severance.

15:03 Acceptance **by** the employee of all severance pay due, will terminate his status as an employee. Such former employee will have recall rights for a period of twenty-four **(24)** months from the date of lay-off.

The Company will advise the employee of recall to work by registered letter at their local address as shown on Company records, and the employee must return to ~~work~~ within 15 days of such notice.

**15:04** If an employee is recalled after having received all of the severance pay due him, he will begin, as of the date of return, accumulating a new period of time which will be credited toward any future severance.

**15:05** If an employee is recalled after having received a part of the severance pay due him, he will, upon return to work, retain the right to the unpaid portion if laid off a second time. He will begin accumulating again a new period of time which will, in addition, be credited toward any future severance.

**ARTICLE 16 - VACATION WITH  
PAY**

**16:01** Subject to Article 6:09:06 and 6:09:07, all employees are entitled to vacation with pay (at regular rates) based on service counted from the first day of hire and the days worked as shown on the payroll year-end summary for the previous year, in accordance with the following schedule:

Vacation pay will be the greater of 2.4% of gross earnings in the previous payroll year or:

- (a) For Day Workers who normally work an average of 40 hours per week, 40 hours' pay.
- (b) For Tour Workers who normally work an average of 42 hours per week, 42 hours' pay.
- (c) For those who normally work 35 hours per week, 35 hours' pay.

**16:02** The Company agrees to give all employees covered by this Agreement vacation with pay in accordance with the following schedule.

**16:02:01** Two weeks vacation for all employees who have completed 1 year of unbroken service **by** Dec. 31st of the previous calendar year.

**16:02:02** Three weeks vacation for all employees who have completed 4 years of unbroken service.

- 16:02:03** Four weeks of vacation for all employees who have completed 9 years of unbroken service.
- 16:02:04** Five weeks of vacation for all employees who have completed 20 years of unbroken service. Effective vacation year 2000, five **(5)** weeks of vacation after 18 years of service.
- 16:02:05** **Six** weeks of vacation for all employees who have completed 25 years of unbroken service. Effective vacation year 2000, six **(6)** weeks of vacation after **23** years of service.
- 16:02:06** For purposes of the above unbroken service is any year with more than eight months on the payroll.
- 16:02:07** Employees who do not qualify for any vacation during the first payroll year of their employment will receive in lieu of vacation 4 per cent of their earnings in the qualifying year to be paid at the end of the payroll year, and they will be entitled to take equivalent time off.

**16:03** Supplemental Vacation

In addition to the above, the Company will grant supplemental vacation to employees who have completed twenty-five years of unbroken service, according to the following schedule:

At age 60	1 week
At age 61	2 weeks
At age 62	3 weeks
At age 63	4 weeks
At age 64	5 weeks

**16:04** All employees shall secure permission and arrange the time for his vacation with his department head not later than May 1st of the year in which leave is requested. Employees shall be given the opportunity of stating their preference for their vacation period in rotation.

**16:04:01** If any part of the vacation period falls in the period June 1st to September 30th, a period of **two** continuous weeks vacation will be granted. Additional weeks must be arranged at a time suitable to the Management.

- 16:04:02** Vacation schedules shall be prepared in advance indicating the periods at which an employee may take vacation. The Union undertakes **to** co-operate in every way in working out schedules which will ensure **no** disruption of operations.
- 16:05** Vacations must **be** taken consecutively but where possible and mutually agreed by the department and the employee, a vacation period may **be** split into one week periods. Vacation periods may not be split into periods of less than one week.
- 16:06** Under exceptional circumstances, the Company may give consideration to requests from employees **for** vacation periods of less than one week. Such requests must be brought by the supervisor to the attention of the Personnel Department and the decision reached will depend on the merits of each individual case.
- 16:07** When a recognized statutory holiday falls within the vacation period, such time will not **be** counted as vacation.

The statutory holiday is to be taken at a time mutually agreed between employee and Company.

- 16:08** On rare occasions it may be absolutely necessary to request an employee to forego a vacation period during a particular year. Should this happen, vacation time unused may be carried forward into the following year. However, under no condition will vacation accumulation be extended beyond the second year.
- 16:09** Unused vacation shall not be compensated for in additional salary.
- 16:10** Upon retirement an employee will have the option of receiving his earned vacation and bonus holiday credits for the current year in the form of a cash payment; or, he may elect to schedule time off prior to his retirement date.
- 16:11** **The** Company agrees to grant a half day's pay extra for each week taken between January 1st and April 30th each year.



**16:12**

Subject to the provisions of Article **16:15** an employee in Group E, **F** and G who is not eligible to receive vacation because he has not worked the required number of days in the qualifying year will nevertheless receive vacation with pay based on the following scale of accumulated service:

- A 0-899 days - 2 weeks at 4% of Gross Earnings in the previous payroll year.
- B 900-1799 days - 2 weeks at 6% of Gross Earnings in the previous payroll year.
- C 1800 days & over - 2 weeks at 8% of Gross Earnings in the previous payroll year.

**Failure to Work Qualifying Period**

An employee who is not eligible to receive the vacation previously entitled to, because

he has not worked the required number of days in the previous payroll year, will nevertheless receive vacation & vacation pay as follows:

Previous Entitlement	Reduced Entitlement	Vacation Pay as a percentage of gross earnings during previous payroll year
3 weeks	2 weeks	7.2 per cent
4 weeks	3 weeks	9.6 per cent
5 weeks	4 weeks	12.0 per cent
6 weeks	5 weeks	14.4 per cent

**16:13** A week's vacation pay will be a normal week's pay or **2.4%** of the Gross Earnings in the previous payroll year, whichever is greater.

**16:14** Employees who work for **90** days or more, during the previous calendar year, in a salary group higher than their regular group, will be paid for their vacation at the rate they were paid while working in the higher group.

**16:15** Employees in Groups E, F and G, who do not wish to take vacation time off during

the current year, will, upon application on forms provided, be paid vacation pay earned.

- 16:16** All vacation with pay are subject to the following conditions for employees covered by this Agreement.
- 16:17** Former employees **who** have forfeited their service through resignation, or who have been off the payroll for twenty-four consecutive months, shall be considered as new employees for vacation purposes.
- 16:17:01** Vacation schedules shall be finalized by April 30 each year and employees failing to indicate their choice by that date may not displace the vacation of others who have already made their selection. The Unions undertake to co-operate in every way possible in working out schedules which will ensure no disruption of operations.

If any vacation periods, required to be taken before the end of the year, are not scheduled by November 1, such vacation periods will be scheduled by the Company.

- 16:17:02** If any part of the vacation period falls in the period from June 1 to September 30, a period of two continuous weeks will be granted. Additional weeks of vacation must be arranged at a time suitable to Management.
- 16:17:03** Vacations with pay are based on time worked in the previous payroll year as shown in the payroll year-end summary.
- 16:17:04** All vacation qualified for in a payroll year must be taken before the end of the year as it will be shown in the payroll year-end summary.
- 16:17:05** Vacation periods may not be split into periods of less than one week except to schedule vacation into Inventory Shuts.
- 16:17:06** Vacations shall be so arranged by the department head that there shall be no loss of production or interruption to or reduction of the efficiency of Mill operations.

- 16:17:07 (a) Time loss through sickness and non-occupational accidents, not exceeding eighteen (18) consecutive months, shall not be deducted from vacation eligibility requirements.
- (b) Time lost through occupational accidents shall not be deducted from vacation eligibility requirements.
- (c) Time lost as a result of Inventory Shutdowns shall not be deducted from vacation eligibility requirements.
- 16:17:08** Vacation pay will be calculated on the rate applicable to the job on which the man is regularly employed at the time of vacation except that when a man has worked 480 hours or more within the qualifying year on a job with a higher rate, his vacation pay will be calculated at the higher rate applicable to the **job** on which he worked.
- 16:17:09** Where an employee has worked on several different jobs at several different rates of excess pay, the rate for vacation pay will be calculated by taking the number of

hours at the highest rate plus the number of hours at the next highest rate, etc., until a total of 480 hours is reached and the rate paid on this 480th hour will be the rate paid for vacation.

16:17:10 It is understood that a week's vacation will consist of seven (7) consecutive calendar days. (For Tour Workers, see Appendix "F".)

16:17:11 No employee may continue to work and draw vacation pay in lieu of taking the vacation.

16:17:12 **Vacation Pay on Termination**

When an employee who had a previous vacation entitlement leaves the service of the Company, after having worked part of the current year, he will be paid for vacation earned an amount equal to one-twelfth (1/12) of a year's vacation pay entitlement for each month he had worked in the current calendar year.

**ARTICLE 17 - BONUS HOLIDAYS**

- 17:01** Every employee covered by this Agreement is entitled to six (6) bonus holidays with pay provided the following requirements are met:
- 17:01:01** To be eligible for the first three (3) bonus holidays under this clause, an employee must have worked for thirty (30) days or more in the previous calendar year.
- 17:01:02** To be eligible for the fourth bonus holiday under this clause, an employee must have worked for ninety (90) days or more in the previous calendar year.
- 17:01:03** To be eligible for the ~~fifth~~ and sixth bonus holidays under this clause, an employee must have worked for one hundred and ~~fifty~~ (150) days or more in the previous calendar year.
- 17:02** Employees must schedule each bonus holiday or holidays as far in advance as possible and at a time mutually convenient to the department head and the individual.

- 17:03 No monetary consideration will be given under this clause unless the employee actually takes time off.
- 17:04 Bonus holidays will be forfeited if not taken before the end of the calendar year.
- 17:05 (a) Time lost through sickness and non-occupational accidents not exceeding twelve (12) months shall not be deductible from bonus holiday credits.
- (b) Time lost due to occupational accidents shall not be deductible from bonus holiday eligibility requirements.
- (c) Time lost **as** a result of inventory shutdown shall not be deducted from **bonus** holiday eligibility requirements.

**ARTICLE 18 - BENEFIT PLANS**

- 18:01 Sickness and Accident -  
Applicable to Regular Employees in  
Groups A, C, D, E, F, and G  
**Reference Article .....**



- 18:01:01 The Company agrees to continue to treat legitimate absence due to sickness and outside accident with tolerance and to consider each case on its merits.
- 18:02 Weekly Indemnity Plan -  
Applicable to Groups B, H and Temporary Employees
- 18:02:01 The Company's Weekly Indemnity Benefit Plan will provide a benefit equal to 70 per cent of an employee's weekly pay, which shall be determined by multiplying his hourly rate by 40, or by 42 if the employee is a Tour Worker following the regular A, B, C, D tour of the work schedule. Coverage will be adjusted on January 1st and May 1st of each year. Where an employee worked 200 days or more at an excess rate of pay in the previous calendar year, this higher rate will be used in calculating benefits.
- 18:02:02 Such Weekly Indemnity Benefits shall be payable from the first day of absence due to a non compensable accident, the first day of illness requiring hospitalization, and from the fourth day of absence due to

illness, and shall be payable during any one period of disability for a maximum of 52 weeks.

- 18:02:03 A recurrent disability will be covered as a new claim after 60 days.
- 18:02:04 To be eligible for membership in this Plan, an employee must have three months continuous employment, and in order to qualify for benefits a member must be on the payroll on the day immediately prior to the day his disability prevents him from working. All other usual terms and conditions now applicable to Company sponsored and fully insured Weekly Indemnity Plans shall apply.
- 18:02:05** No local Union may request a quotation from any Insurance Company or other underwriter nor add additional coverage to the benefits as provided for under this Agreement.
- 18:02:06 The Company and the Unions agree to cooperate fully to eliminate abuses of the Weekly Indemnity Plan.

- 18:02:07 The Weekly Indemnity benefits payable under this Plan will be reduced by any disability or sickness benefits paid under the provision of any government legislation, except for secondary benefits under C.P.P., War Disability Pensions and Workers' Compensation Disability Pensions. Benefits shall cease on the effective date of retirement under the provisions of the Company's Retirement Plan. All other terms and conditions of the Weekly Indemnity Plan remain the same.
- 18:02:08 Under the Weekly Indemnity Plan employees receiving Workers' Compensation payments will receive the difference between these payments and the amounts which would be paid under the Weekly Indemnity Plan, for absences covered by that Plan, for a period not exceeding the maximum period covered by any Weekly Indemnity payments.
- 18:02:09 In cases where there is a medical dispute as to the validity of claim, or the continuance of a claim, and where the physicians of the employee and the

employer fail to reach agreement after consultation, the dispute will be referred to a practicing specialist who will render a final and binding decision.

Cost of physical examination, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

Weekly Indemnity payments will continue until a final decision is reached.

In cases of delays exceeding two weeks in obtaining Workers' Compensation payments the Company will, upon request, arrange to advance an amount not exceeding the Workers' Compensation payments due.

**18:02:10**

If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed. The Company will be reimbursed by the claimant for any advance payments made prior to the Company's receipt of notification of the adjudication of the claim.

If a claim is denied, advance payments not repaid by the claimant within 30 days following receipt of notification by the Insurance Company of such denial, will be recovered by the Company from the claimant's normal pay.

18:03 **Long Term Disability Plan**

18:03:01 All employees with three months continuous employment will become covered under the Long Term Disability Plan, which appears in Appendix 'E'.

18:04 **Group Life Insurance**

18:04:01 The Company agrees that on request, early retirees may continue coverage under the Group Life Insurance Plan to age 65. Total premium cost will be borne by the retired employee.

The Company agrees that on request, early retirees may continue coverage under the Supplementary Health Plan and/or the Dental Plan to age 65. Retirees electing coverage have the option of dropping the coverage once each year on January 1st.

When a retired employee has elected to drop the coverage, he may not re-enter the Plan. Total premium cost will be borne by the retired employee.

- 18:04:02 All employees in the service of the Company shall be eligible for Group Life Insurance upon the completion of the period of service laid down in the Group Insurance Policy.
- 18:04:03 Effective December 1, 1998, Group Life Insurance will be provided with a benefit equal to 2-1/2 times annual earnings with a maximum coverage of \$65,000.00. The premium cost will be borne by the Company.
- 18:04:04 Upon retirement, the coverage will be set at \$2,500. and all premiums will be paid by the Company. (\$4,000.00 for employees who retire on or after July 1, 1987).
- 18:04:05 Effective January 1, 1999 Dependent Life Insurance is as follows:  
1) Spouse - \$10,000.  
2) Each unmarried child -

14 days but less than 19 years (25 years when a student full time) wholly dependent on the employee for support, \$5,000.

Life insurance for dependents will terminate upon the employee's retirement or death.

18:04:06 Effective 1st December 1998, the Company will provide fully paid Accidental Death and dismemberment Insurance with a maximum insurance amount of \$5,000.

Accidental Death and Dismemberment Insurance will terminate upon the employee's retirement.

18:05 **Retirement Plan**

18:05:01 The Abitibi-Consolidated Pension Plan, which is registered in the Province of Ontario, forms part of this Collective Agreement. The Pension Plan will not be subject to re-negotiation between the parties until the date of expiry of the Collective Agreement in force as of January 1, 2004.

18:06            **Supplementary Health Care Plan**

18:06:01        The Company will pay the prevailing premium costs, up to the rates in effect to **30 April 2004**, for the Abitibi-Consolidated Supplementary Health Care Plan. The Abitibi-Consolidated Supplementary Health Care Plan appears in Appendix "C".

18:07            **Dental Plan**

18:07:01        The Dental Care Plan forms part of this Agreement and is attached hereto as Appendix "D". Employee contributions towards the cost of this Plan are \$1.10 per month for single coverage and \$3.85 per month for family coverage. The Company will absorb the remaining cost of the Plan including additional future premium increases through to **April 30, 2004**.

18:08            **Medicare**

18:08:01        The Company agrees to pay the prevailing Medicare premium rates established by the Provincial Government up to the rates in



effect to April 30, 2004. These payments will be maintained for a twelve **(12)** month period when an employee is sick or disabled by accident.

18:09 *General*

18:09:01 The Company agrees that no amendment will be made to the Pension and Group Life Insurance Plans within the life of this Agreement, except by mutual consent of the parties to this Labour Agreement or as may be required for registration with the Federal or Provincial regulatory bodies. When such changes are required, the Union will be advised in advance about any changes in the Plan text.

18:09:02 In consideration for the Group Life, Weekly Indemnity and Long Term Disability Plans, the U.I.C. rebate will be retained by the Company.

18:09:03 Insured employees who become disabled on or after July **1, 1982** who continue to **be** disabled for longer than twelve months may continue their coverage in the Group Life Insurance and Dental Plans, at their

option, until the expiration of the twenty-four month period commencing with the date of disability. Such employees may continue coverage in the Supplementary Health Care Plan, at their option, until the earlier of retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees. The Company will provide optional coverage under the Supplementary Health Care Plan to retirees between ages of 55 and 65. The **cost** of such coverage shall be borne by the retiree.

**18:09:04** The Company agrees that upon lay-off, regular seasonal employees will be given the option of continuing to receive benefits; premiums to be paid by the employee.

**18:10** **Status of Insurance Benefits During Legal Strike**

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**18:10:01** During a legal strike insurance benefits excluding Weekly Indemnity and Long Term Disability Benefits, will be maintained subject to the employees or the Union paying the full cost of such

insurance upon return to work, providing that the signatory Unions provide manpower to staff essential service requirements during the full term of the strike.

18:10:02 Essential service is deemed to be any work or undertaking required to guarantee the security of mill properties or facilities or any work agreed to by the parties during discussions prior to the implementation of the above.

18:10:03 Weekly Indemnity and Long Term Disability benefits being paid at the start of the strike supported by appropriate medical evidence, when requested, will be continued.

**ARTICLE 19 - SICKNESS AND  
EMERGENCY  
ABSENCE**

19:01 Upon receipt of a written request by a regular employee, a maternity leave without pay of four (4) months will be granted by the Company. During this

absence, continuous service shall not be interrupted and the employee will keep her seniority and rights already acquired. Participation in Group Medical and Life Insurance Plans will be maintained provided the employee was covered by these plans prior to application for pregnancy leave and further provided that the employee continues her premium contribution where applicable.

**ARTICLE 20 - BEREAVEMENT  
LEAVE**

- 20:01** The Company agrees that a leave of absence with pay will be granted to employees who have suffered a death in their immediate family.
- 20:02** Five days Bereavement Leave will be granted in the case of death of the spouse, child, adopted child, or step-child.
- 20:03** Three days Bereavement Leave will be granted in the case of death of the father, father-in-law, step-father, mother, mother-in-law, step-mother, foster-parent,

adoptive parent, brother, sister, grandmother, grandfather, grandchild, step-brother, step-sister, of the employee.

20:04 Employees on Weekly Indemnity or Workers' Compensation benefits shall not be entitled to Bereavement Leave with **pay**.

20:05 If the death of one of the relatives specified in Articles 20:02 or 20:03 occurs while an employee is on vacation, the vacation will be interrupted so that the employee receives the Bereavement Leave Benefit.

#### **ARTICLE 21 - GRIEVANCE PROCEDURE**

**21:01** A grievance, under the provisions of this Agreement, is defined to be any difference, including the degree or extent of disciplinary action, between the parties or between any one of the employees and the employer covered by this Agreement, involving the interpretation, application, administration or alleged violation of any

of the provisions of this Agreement. A Group Grievance shall be filed at Stage 21:01:03 and Union or Policy Grievance shall be filed at Stage 21:01:04.

Recognizing that, wherever possible, complaints or differences are settled more expeditiously within the department concerned, the following procedure will be followed:

- 21:01:01 In the event a difference arises, the aggrieved employee(s) shall report the complaint to the department supervisor immediately, and in no event later than fifteen (15) working days from the time the employee became aware of the event giving rise to the grievance; it being understood that a Union representative may be present if desired,
- 21:01:02 Upon failure of satisfactory settlement of the difference by the department supervisor, within a period of 48 hours (Saturday and Sunday excluded, or any holidays covered by this Agreement) the matter will be referred by the Union representative to the Union Executive

Committee. This Committee shall study the merits of the case and decide in three days if the matter is to become a grievance.

**21:01:03** At this stage a grievance shall be presented through the Employee Relations Department in writing on appropriate grievance forms to the department superintendent concerned within five days of the end of the decision period in **21:01:02**.

The Superintendent shall reply to the Union in writing within five days. If this reply fails to adjust the matter in a satisfactory manner within five days, the matter may be taken up at the next stage.

**21:01:04** At this stage the Union accompanied by the National President (or his representative) has the right to appeal in writing and meet with the Resident General Manager or ~~Woods~~ Manager of the Company (or his representative). If a satisfactory adjustment is not made within ten (10) days, the case may be referred to a Board of Arbitration, which shall be set up within a month.

**21:02** The Company shall select one member of the Arbitration Board, the Union shall select one member of the Arbitration Board, and the **two** arbitrators thus named shall choose a third arbitrator who shall act as Chairman.

In the event the arbitrators chosen by the Company and the Union fail **to** agree upon the third arbitrator, this third arbitrator shall be chosen by the Provincial Minister of Labour & Manpower.

After the Board of Arbitration has been chosen by the foregoing procedure, this board shall meet in Grand Falls or some other mutually agreed location and hear evidence of both sides, and render a decision within fifteen **(15)** days; said decision to be final and binding upon all parties to this Agreement.

**21:03** While the above procedure is intended to apply to matters arising **out** of the application of this Agreement, nothing herein shall limit the right of the individual employee to discuss personal matters with the officials of the Company.



21:04 The Arbitration Board can maintain or reduce the disciplinary measure or the discharge, but shall not change or modify any clause of this Agreement, or give a ruling inconsistent with the terms of this Agreement.

21:05 If both parties agree, a process of expedited arbitration can be used and the decision will be final and binding on both parties.

**ARTICLE 22 - STRIKES AND  
LOCKOUTS**

22:01 It is agreed that there shall be no strikes, lockouts, walkouts, slowdowns, or other interruption of work during the life of this Agreement.

**ARTICLE 23 - OCCUPATIONAL  
HEALTH & SAFETY**

23:01 The Company and the Unions shall cooperate in the prevention of accidents and

industrial diseases and shall promote measures necessary to ensure the maximum safety and health of all employees.

**23:02** Departmental Safety Meetings will **be** held once a month and these meetings will be chaired by the Department Superintendent or his designate.

**23:02** (a) To accomplish this mutual purpose, a joint Union-Management Health and Safety committee shall be established. The Committee shall be made up of appointments by the Union, from employees who are members of the Union, and appointments from the Management Supervisory staff.

Meetings shall be held as required, but not less than once a month. Meeting time and place will be arranged by the Safety Co-Ordinator.

**23:03** In general, the function of the committee shall be **to** advise the Company in all matters pertaining to the safety and occupational health of the employees.

In particular the committee shall have the authority and responsibility to ensure compliance with all Safety Rules:  
Example - Hard Hat Areas, Eye Protection Areas, Hearing Protection Areas, etc.

- 23:04 Minutes of departmental safety meetings shall be kept, copies to be posted on the applicable departmental Notice Boards and copies to be forwarded to the Unions.
- 23:05 The Committee may review Safety Regulations and propose changes to the Company. The Company will review with the Unions any Safety Regulations or proposed changes for the purpose of information and to give the Unions an opportunity to make representations.
- 23:06 Committee members shall carry out regular inspections of work for safety hazards, unsafe work practices, non observance of safety measures in the Mill rules, noise levels, heat levels and working conditions generally, and report their finding at Committee Meetings, where recommendations will be made to the Company on practical and reasonable means of corrective action.

- 23:07** If an employee has reason to believe that a piece of equipment or a work location is unsafe, he shall report the same immediately to his supervisor. If the employee is not satisfied with the supervisor's answer, he may submit his problem **to a** Union member of the Safety Committee. The Committee will then hold a meeting as soon as possible to study this problem. The employee concerned may attend this meeting to explain his position if he so desires. The committee, if the problem is not resolved, may request a meeting with the applicable superintendent.
- 23:08** All employees will be given a hearing test every five years. Those employees working in areas where the noise level is in excess of **85** decibels will be given a hearing test every six months. Each employee will be kept informed of his test results,
- 23:09** Hearing protection devices will be made available to all employees. For those employees working in areas where the

noise level is in excess of 85 decibels, the wearing of hearing protection devices shall be mandatory.

23:10 Noise level checks will be made whenever a change of equipment or process causes an appreciable change in noise level, or as recommended by the Committee. Records of noise level readings will be made available to the Committee.

23:11 Video Terminals

- (a) Eye Care
  - i) VDT or CRT operators will be required to undergo eye examinations as follows:
    - pre employment;
    - prior to re-assignment as a VDT or CRT operator;
    - annually.
  - ii) Employees will be reimbursed by the Company for examination fees charged by the ophthalmologist.
  - iii) Confidential records regarding all eye examinations will be kept by the

Company. Access to such records shall be limited to the individual employee concerned.

- (b) Physical Plant
  - i) Glare shields shall be affixed to the screen of machines where required.
  - ii) Chairs which are adjustable for height and back support will be provided.
  - iii) The Company will examine the level **and** quality of lighting in each VDT or CRT working environment.
- (c) Inspection of Machines
  - i) Each VDT or CRT in use will be tested for radiation emission annually.
  - ii) Test results will be posted

**ARTICLE 24 - COMPANY RULES**

**24:01** It is agreed that all rules and regulations issued by the Company, which **do** not

conflict with the provisions of this Agreement, are affirmed and will continue in force during the life of this Agreement or any extension thereof. A schedule of rules and regulations is attached and marked Appendix "B".

24:02 It is understood that rules and regulations may be changed as conditions warrant, provided that such changes are not inconsistent with the terms of this Agreement and that where applicable may be subject to the Grievance Procedure. The rules and regulations of the Company are not negotiable.

**ARTICLE 25 - EXISTING  
PRIVILEGES**

25:01 Nothing in this Agreement shall be construed to mean a reduction in existing privileges.

**ARTICLE 26 - PURCHASE  
SUBSIDIES**

26:01 **Metric Tools**

In those cases where an employee already owns a tool in Imperial Measure and the Company requires him to own the equivalent tool in Metric Measure, the Company will pay for 50% of the cost of the required tool.

26:02 Footwear - All Groups

26:02:01 The Company will provide employees with the option of selecting one (1) pair of selected safety footwear annually at no cost, from a number of designated suppliers. The local OH&S Committee will decide on the selection to be made available with the final decision resting with the Mill Manager. The Company, at the employee's option, will provide up to \$80. for the employee to purchase directly.

**ARTICLE 27 - LEAVE OF ABSENCE**

27:01:01 Leave of absence without pay, up to a maximum of three (3) months, may be granted at the discretion of Management for the following reasons:



- 1) Legitimate personal reasons.
- 2) Candidacy for public office at the Federal or Provincial Level. Such leave may be extended until seven (7) days have elapsed following the date of the election.
- 3) Military Service.
- 4) Duties of an elected Municipal Office.

27:01:02 Any leave of absence granted pursuant to 27:01:01 will not result in any loss of seniority.

27:01:03 Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial Legislature. Such leave, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.

27:01:04 Any leave of absence granted pursuant to 27:01:03 will not cause a break in

- continuity of service but the period of absence shall not be counted in calculating any service related benefit.
- 27:01:05 Employees, when granted a leave of absence in excess of one (1) month, will be required **to** prepay the full premiums for Group Life Insurance and all other insurance coverages in accordance with the provisions of the respective policies.
- 27:01:06 All leaves of absence must be applied for in writing.
- 27:01:07 The Company **may** require **an** employee **to** exhaust his normal vacation entitlement before commencing a leave of absence.
- 27:02 Time off with pay will be provided to an employee writing qualifying examinations during scheduled working hours for certificates required in his occupation.
- 27:02:01 Such pay will be at his straight time rate and limited to eight **(8)** hours for Day Workers and twelve **(12)** hours for Tour Workers.

**27:02:02**      Time Off for Union Representatives

The Company agrees to grant time off to Union representatives while on Union business. The Company agrees, upon written request from one of the signatory Unions, to pay employees absent on Union business for time they would normally have worked during the period of absence, and to bill the Union making the request for the wages paid. Time lost from work because of leave on Union business, not exceeding twelve (12) consecutive months, shall not be deducted from service.

**27:02:03**      The Company accepts the principle of granting leaves of absence without pay for educational purposes, or for official Union business, subject to the approval of Divisional Management. Such leave will be for a maximum of one year, subject to a further one year extension upon approval by Divisional Management. All other provisions regarding Leaves of Absence set out in the Collective Agreement will **apply**.

**ARTICLE 28 - JURY DUTY PAY**

**28:01** Any employee who is summoned for, or is required to serve on a criminal jury, or who is required to attend court as a witness in a criminal or quasi criminal case shall be paid the same wages as he would have received if he had been at work during the time he was absent from work because of his compliance with the summons for jury duty, and if he is required to serve as a juror, because of the time he is required to spend on or incidental to jury duty, or is subpoenaed as a witness, the time spent while attending and incidental to attending court as a witness.

**28:02** When an employee is called for duty as above and is scheduled to work **on** the midnight shift prior to court convening, he shall have this shift off with pay.

**ARTICLE 29 - APPRENTICESHIP  
TRAINING**

Group B Employees (Ref. Art. 6:01:01)



29:01 The parties hereto recognize an Apprenticeship Training Program.

29:02 The Unions recognize the Company's right to hire or not to hire apprentices upon completion of their training.

Apprentices will be notified one month prior to the completion of their apprenticeship whether or not they are to be hired as journeymen. If hired, an apprentice will be paid the Class "A" rate after 60 days as a tradesman.

29:03 Graduate apprentices hired as tradesmen will be granted a classification seniority credit of one month for every two months spent as an apprentice. All replacements hired for classifications which are covered under the Provincial Apprenticeship Act will be qualified journeymen or apprenticeship applicants.

**ARTICLE 30 - DURATION OF AGREEMENT**

30:01 This Agreement shall be in effect from May 1, 1998 up to and including April 30, 2004, and from year to year thereafter

unless changes are desired **by** either party and proper notice thereof is given one to the other in accordance with paragraph 30:02 in which latter event this Agreement shall **be** renewed and amended.

**30:02** Either party desiring any change in the Agreement at the expiration of same shall give **to** the other party thirty days notice, in writing, prior to such expiration, that a change is desired. Until a agreement is reached, the original provisions shall remain in full force and effect, except that the provisions of the Labour Relations Act shall apply.

**30:03** This Agreement shall not be amended or supplemented, except by agreement of the parties hereto reduced to writing and signed by each.

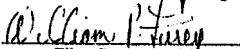
**30:04** Senior representatives from the Company and the Union will meet **six** (6) months prior to the expiry of this Collective Agreement to discuss the bargaining process. The process introduced during the 1998 Negotiations will continue to apply: local issues and contract language will **be** negotiated at each Abitibi-Consolidated Inc. mill.

The parties have agreed to certain modifications and amendments to the language of parts of the Labour Agreement and where modification has not been made the language of the present Agreement will continue in force for the 1998 - 2004 Contract.

Signed at Grand Falls-Windsor, Nfld. this 14<sup>th</sup> day of November, 1998.


**ABITIBI-CONSOLIDATED INC.  
Grand Falls Division**

  
Resident General Manager

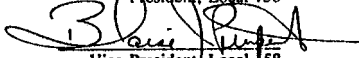
  
Fibre Resources Manager

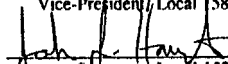
  
Director of Employee Relations

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA - Local 158**

  
National Representative

  
President, Local 158

  
Vice-President, Local 158

  
Secretary, Local 158

ABITIBI-CONSOLIDATED  
Grand Falls Division

APPENDIX "A"

WAGE RATES AND CLASSIFICATIONS

The following rate increases become effective on the dates shown:

May 1, 1999	General Wage Increase	=	<b>\$0.50/hr.</b>
May 1, 2000	General Wage Increase	=	\$0.50/hr.
May 1, <b>2001</b>	General Wage Increase	=	2%
May <b>1, 2002</b>	General Wage Increase	=	<b>2%</b>
May <b>1, 2003</b>	General Wage Increase	=	<b>2%</b>
Oct. 14, 1990	Tradesmen - Day Worker	=	.50
Oct. 14, 1990	Tradesmen - Shift Worker	=	<b>1.00</b>



APPENDIX - A'

SALARY SCALE - SENIORITY GROUP A, C, D AND G  
EFFECTIVE MAY 1, 1998

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
100-124	125-149	150-174	175-199	200-224	225-249	250-274	275-299	300-324
Points	Points	Points	Points	Points	Points	Points	Points	Points
2809.34	2912.17	3017.73	3174.74	3319.96	3493.84	3645.92	3845.36	4019.23
1st Incr.	33.25	45.34	70.05	97.59	108.36	98.26	108.47	114.63
1st Step	2842.69	2957.51	3087.78	3272.33	3428.32	3592.10	3772.39	3959.99
2nd Incr.	33.22	45.38	75.39	97.53	108.36	98.31	108.50	114.66
2nd Step	2876.01	3002.89	3163.17	3369.86	3536.68	3690.41	3880.89	4074.65
3rd Incr.	33.19	45.41	75.95	97.56	108.37	98.32	108.52	114.68
STANDARD	2909.10	3048.30	3239.12	3467.42	3645.05	3788.72	3989.41	4189.33
4th Incr.	40.72	54.80	74.81	91.94	98.26	102.01	110.71	118.41
4th Step	2950.12	3103.10	3313.93	3559.36	3743.31	3890.73	4100.12	4307.74
5th Incr.	40.73	58.93	74.75	92.00	98.29	102.01	110.70	118.42
5th Step	2990.85	3162.03	3388.68	3651.36	3841.60	3992.74	4210.82	4426.16
6th Incr.	40.77	58.93	74.75	91.95	98.32	102.04	110.71	118.44
MAXIMUM	3031.62	3220.96	3463.43	3743.31	3939.83	4094.78	4321.53	4544.60
								4846.89
								152.45
								152.42
								4694.44

173.3 hours.

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours, at 40 hours per week, divide the salary by

APPENDIX 'A'

SALARY SCALE - SENIORITY GROUP A, C, D AND G  
EFFECTIVE MAY 1, 1999

	Group 1 100-124 <u>Points</u>	Group 2 125-149 <u>Points</u>	Group 3 150-174 <u>Points</u>	Group 4 175-199 <u>Points</u>	Group 5 200-224 <u>Points</u>	Group 6 225-249 <u>Points</u>	Group 7 250-274 <u>Points</u>	Group 8 275-299 <u>Points</u>	Group 9 300-324 <u>Points</u>
<b>MINIMUM</b>	2885.14	2987.97	3093.53	3250.54	3395.76	3569.64	3739.72	3921.16	4095.03
1st Incr.	33.35	45.34	70.05	97.59	108.36	98.26	108.47	114.63	123.42
1st Step	2918.49	3033.31	3163.58	3348.13	3504.12	3667.90	3848.19	4035.79	4218.45
2nd Incr.	33.32	45.38	75.39	97.53	108.36	98.31	108.50	114.66	123.46
2nd Step	2951.81	3078.69	3238.97	3445.66	3612.48	3766.21	3956.69	4150.45	4341.91
3rd Incr.	33.39	45.41	75.95	97.56	108.37	98.31	108.52	114.68	123.47
<b>STANDARD</b>	2985.20	3124.10	3314.92	3543.22	3720.85	3864.52	4065.21	4265.13	4465.38
4th Incr.	40.72	54.80	74.81	91.94	98.26	102.01	110.71	118.41	152.44
4th Step	3025.92	3178.90	3389.73	3635.16	3819.11	3966.53	4175.92	4383.54	4617.82
5th Incr.	40.73	58.93	74.75	92.00	98.29	102.01	110.70	118.42	152.42
5th Step	3066.65	3237.83	3464.48	3727.16	3917.40	4068.54	4286.62	4501.96	4770.24
6th Incr.	40.77	58.93	74.75	91.95	98.23	102.04	110.71	118.44	152.45
<b>MAXIMUM</b>	3107.42	3296.76	3539.23	3819.11	4025.63	4170.58	4397.33	4620.40	4922.69

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours, at 40 hours per week, divide the salary by 173.3 hours.

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP A, C, D AND G  
EFFECTIVE MAY 1, 2000

Group	Points	MINIMUM	1st Incr.	2nd Incr.	2nd Step	3rd Incr.	STANDARD	4th Incr.	4th Step	5th Incr.	5th Step	6th Incr.	MAXIMUM
Group 1	100-124	2960.94	33.35	33.32	3027.61	45.41	3061.00	40.72	3101.72	40.73	3142.45	40.77	3183.22
Group 2	125-149	3063.77	45.34	45.38	3154.49	75.95	3199.90	54.80	3254.70	58.93	3313.63	74.75	3372.56
Group 3	150-174	3169.33	70.05	75.39	3314.77	108.37	3390.72	74.81	3465.53	92.00	3540.28	91.95	3615.03
Group 4	175-199	3326.34	97.59	97.53	3521.46	137.56	3796.65	98.26	3894.91	98.29	3993.20	98.23	4091.43
Group 5	200-224	3471.56	98.26	108.36	3688.28	131.31	3940.52	102.21	4042.33	102.01	4144.34	102.04	4246.38
Group 6	225-249	3645.44	108.47	108.50	4032.49	134.68	4141.02	110.71	4251.72	110.70	4362.42	110.71	4473.13
Group 7	250-274	3815.52	114.63	114.66	4226.25	144.68	4340.93	118.41	4459.34	118.42	4577.76	118.44	4696.20
Group 8	300-324	3996.96	133.42	133.46	4417.71	152.68	4541.18	152.64	4693.62	152.62	4846.04	152.65	4998.49
Group 9		4170.83											

173.3 hours.

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours; at 40 hours per week, divide the salary by

APPENDIX 'A'

SALARY SCALE - SENIORITY GROUP A, C, D AND G  
EFFECTIVE MAY 1, 2001

	Group 1 100-124 Points	Group 2 125-149 Points	Group 3 150-174 Points	Group 4 175-199 Points	Group 5 200-224 Points	Group 6 225-249 Points	Group 7 250-274 Points	Group 8 275-299 Points	Group 9 300-324 Points
<b>MINIMUM</b>	3020.16	3125.05	3232.72	3392.87	3540.99	3718.35	3891.83	4076.90	4254.25
1st Incr.	34.02	46.25	71.45	99.54	110.53	100.23	110.64	116.92	125.89
1st Step	3054.18	3171.29	3304.17	3492.41	3651.52	3818.57	4002.47	4193.82	4380.14
2nd Incr.	33.99	46.29	76.90	99.48	110.53	100.28	110.67	116.95	125.93
2nd Step	3088.16	3217.58	3381.07	3591.89	3762.05	3918.85	4113.14	4310.78	4506.06
3rd Incr.	34.06	46.32	77.47	99.51	110.54	100.28	110.69	116.97	125.94
<b>STANDARD</b>	3122.22	3263.90	3458.53	3691.40	3872.58	4019.13	4223.83	4427.75	4632.00
4th Incr.	41.53	55.90	76.31	93.78	100.23	104.05	112.92	120.78	155.49
4th Step	3163.75	3319.79	3534.84	3785.18	3972.81	4123.18	4336.75	4548.53	4787.49
5th Incr.	41.54	60.11	76.25	93.84	100.26	104.05	112.91	120.79	155.47
5th Step	3205.30	3379.90	3611.09	3879.02	4073.06	4227.23	4449.67	4669.32	4942.96
6th Incr.	41.59	60.11	76.24	93.79	100.19	104.08	112.92	120.81	155.50
<b>MAXIMUM</b>	3246.88	3440.01	3687.33	3972.81	4173.26	4331.31	4562.59	4790.12	5098.46

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours, at 40 hours per week, divide the salary by 173.3 hours.

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP A, C, D AND G  
EFFECTIVE MAY 1, 2002

	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
	100-124	125-149	150-174	175-199	200-224	225-249	250-274	275-299	300-324
	Points	Points	Points	Points	Points	Points	Points	Points	Points
MINIMUM	3080.56	3187.55	3297.37	3460.72	3611.81	3782.72	3969.67	4158.44	4339.33
1st Incr.	34.70	47.17	72.88	101.53	112.74	102.23	112.85	119.26	128.41
1st Step	3115.26	3234.72	3370.25	3562.26	3724.55	3884.95	4082.52	4277.70	4467.74
2nd Incr.	34.67	47.21	78.44	101.47	112.74	102.28	112.88	119.29	128.45
2nd Step	3149.93	3281.93	3448.69	3663.73	3837.29	3997.23	4195.40	4396.99	4596.19
3rd Incr.	34.74	47.24	79.02	101.50	112.75	102.28	112.90	119.31	128.46
STANDARD	3184.66	3329.18	3527.71	3765.23	3950.03	4099.51	4308.31	4516.10	4724.64
4th Incr.	42.37	57.01	77.83	95.65	102.23	106.13	115.18	123.19	158.60
4th Step	3227.03	3386.19	3605.54	3860.88	4052.26	4205.64	4423.49	4639.50	4883.24
5th Incr.	42.38	61.31	77.77	95.72	102.26	106.13	115.17	123.20	158.58
5th Step	3269.40	3447.50	3683.31	3956.60	4154.53	4311.77	4538.66	4762.70	5041.82
6th Incr.	42.42	61.31	77.77	95.66	102.20	106.16	115.18	123.22	158.61
MAXIMUM	3311.82	3508.81	3761.08	4052.26	4156.72	4417.93	4653.84	4885.93	5200.43

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours. at 40 hours per week, divide the salary by 173.3 hours.

APPENDIX 'A'

**SALARY SCALE - SENIORITY GROUP A, C, D AND G**  
EFFECTIVE MAY 1, 2003

	Group I 100-124 Points	Group 2 125-149 Points	Group 3 150-174 Points	Group 4 175-199 Points	Group 5 200-224 Points	Group 6 225-249 Points	Group 7 250-274 Points	Group 8 275-299 Points	Group 9 300-324 Points
<b>MINIMUM</b>	3142.17	3251.30	3363.32	3529.94	3684.05	3868.57	4049.06	4241.61	4426.12
1st Incr.	35.39	48.12	74.34	103.56	114.99	104.27	115.11	121.65	130.97
1st Step	3177.56	3299.41	3437.66	3633.50	3799.04	3972.84	4164.17	4363.25	4557.09
2nd Incr.	35.36	48.16	80.00	103.50	114.99	104.33	115.14	121.68	131.02
2nd Step	3212.92	3347.57	3517.66	3737.00	3914.03	4077.17	4279.31	4484.93	4688.11
3rd Incr.	<b>35.43</b>	48.19	80.60	103.53	115.00	104.33	115.16	121.70	131.03
<b>STANDARD</b>	3248.36	3395.76	3598.26	3840.53	4029.04	4181.50	4394.47	4606.63	4819.14
4th Incr.	43.21	58.15	79.39	97.57	104.27	108.25	117.49	125.66	161.77
4th Step	3291.57	3453.91	3677.65	3938.10	4133.31	4289.75	4511.96	4732.29	4980.91
5th Incr.	43.21	62.54	79.33	97.63	104.31	108.25	117.48	125.67	161.75
5th Step	3334.79	3516.45	3756.97	4035.73	4237.62	4398.01	4629.44	4857.96	5142.66
6th Incr.	43.27	62.54	79.33	97.58	104.24	108.29	117.49	125.69	161.78
<b>MAXIMUM</b>	3378.06	3578.99	3836.30	4133.31	4341.86	4506.29	4746.92	4983.65	5304.44

To calculate an hourly rate at 35 hours per week, divide the salary by 151.6 hours, at 40 hours per week, divide the salary by 173.3 hours.

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP "E"

EFFECTIVE MAY 1, 1998

Monthly  
Salary  
(Month - 173.3)

Per Hour

Per Day  
(8 Hrs.)

Scaler I	1st Season	3081.27	17.78	142.24
Scaler II	1st Season	3337.32	19.26	154.06
Scaler II	2nd Season	3466.00	20.00	160.00
Scaler III	1st Season	3530.12	20.37	162.96
Scaler III	2nd Season	3670.49	21.18	169.44
Scaler IV	1st Season	3696.49	21.33	170.64
Scaler IV	2nd Season	4110.68	23.72	189.76
Scaler V (Payroll Clerk/Scaler) (Payroll Clerk/Fiber Res.)	1st Season	4124.54	23.80	190.40
Scaler V (Payroll Clerk/Scaler) (Payroll Clerk/Fiber Res.)	2nd Season	4379.29	25.27	202.16

Note: Scalers' rates will be protected for a period of three months.

SALARY SCALE - SENIORITY GROUP "F"

EFFECTIVE MAY 1, 1998

Monthly  
Salary  
(Month - 173.3)

Per Hour

Per Day  
(8 Hrs.)

Forestry Technician I	1st Year	2966.90	17.12	136.96
Forestry Technician II	2nd Year	3081.27	17.78	142.24
Forestry Technician II	3rd Year	3209.52	18.52	148.16
Forestry Technician I	3rd Year	3637.57	20.99	167.92

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP "E"  
EFFECTIVE MAY 1, 1999

Per Day	Per Hour	Monthly		1st Season	2nd Season
		Salary - [Month - 172.3]	Per Hour		
146.24	18.28	3167.92	19.02	1st Season	Scalcr I
152.18	19.02	3296.60	19.02	2nd Season	Scalcr I
158.06	19.76	3423.97	19.76	1st Season	Scalcr II
164.00	20.50	3552.65	20.50	2nd Season	Scalcr II
166.96	20.87	3616.77	20.87	1st Season	Scalcr III
173.44	21.68	3757.14	21.68	2nd Season	Scalcr III
174.64	21.83	3783.14	21.83	1st Season	Scalcr IV
193.76	24.22	4197.33	24.22	2nd Season	Scalcr IV
194.40	24.30	4211.19	24.30	1st Season	Scalcr V (Payroll Clerk/Scalcr) (Payroll Clerk/Scalcr)
206.16	25.77	4465.94	25.77	2nd Season	Scalcr V (Payroll Clerk/Scalcr) (Payroll Clerk/Scalcr)

Note: Scalcrs' rates will be protected for a period of three months.

SALARY SCALE - SENIORITY GROUP "F"  
EFFECTIVE MAY 1, 1999

Per Day	Per Hour	Monthly		1st Year	2nd Year	3rd Year
		Salary - [Month - 172.3]	Per Hour			
140.96	17.62	3053.55	17.62	1st Year	Forcstry Technician II	Forcstry Technician II
146.25	18.28	3167.92	18.28	2nd Year	Forcstry Technician II	Forcstry Technician II
152.16	19.02	3296.17	19.02	3rd Year	Forcstry Technician II	Forcstry Technician II
171.92	21.49	3724.22	21.49		Forcstry Technician I	Forcstry Technician I



APPENDIX "A"

SALARY SCALE - SENIORITY GROUP - "B"

EFFECTIVE MAY 1, 2000

Monthly  
Salary  
Month - 173.33  
Per Hour  
Per Day  
(8 Hrs.)  
150.24  
156.18

Scaler I	1st Season	3254.57	18.78	150.24
Scaler II	1st Season	3510.62	20.26	162.06
Scaler II	2nd Season	3639.30	21.00	168.00
Scaler III	1st Season	3703.42	21.37	170.96
Scaler III	2nd Season	3843.79	22.18	177.44
Scaler IV	1st Season	3869.79	22.33	178.64
Scaler IV	2nd Season	4283.98	24.72	197.76
Scaler V (Payroll Clerk/Scaler)	1st Season	4297.84	24.80	198.40
Scaler V (Payroll Clerk/Scaler)	2nd Season	4552.59	26.27	210.16

Note: Scalers' rates will be protected for a period of three months.

SALARY SCALE - SENIORITY GROUP - "A"

EFFECTIVE MAY 1, 2000

Monthly  
Salary  
Month - 173.33  
Per Hour  
Per Day  
(8 Hrs.)  
144.96  
150.24  
156.16  
175.92

Forestry Technician I	1st Year	3140.20	18.12	144.96
Forestry Technician II	1st Year	3254.57	18.78	150.24
Forestry Technician II	2nd Year	3382.82	19.52	156.16
Forestry Technician I	3rd Year	3810.87	21.99	175.92

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP "E"  
EFFECTIVE MAY 1, 2001

Monthly Salary	Per Hour (Month - 173.3)	Per Day (8 Hrs.)	Scalers	
			1st Season	2nd Season
3212.67	19.16	153.24	Scaler I	2nd Season
3450.91	19.91	159.30	Scaler I	1st Season
3580.84	20.66	165.30	Scaler II	1st Season
3712.09	21.42	171.36	Scaler II	2nd Season
3777.49	21.80	174.38	Scaler III	1st Season
3920.67	22.62	180.99	Scaler III	2nd Season
3947.18	22.78	182.21	Scaler IV	1st Season
4369.66	25.21	201.72	Scaler IV	2nd Season
4383.80	25.30	202.37	Scaler V (Payroll Clerk/Scaler)	1st Season
4643.64	26.80	214.36	Scaler V (Payroll Clerk/Scaler)	2nd Season

Note: Scalers' rates will be protected for a period of three months.

SALARY SCALE - SENIORITY GROUP "F"  
EFFECTIVE MAY 1, 2001

Monthly Salary	Per Hour (Month - 173.3)	Per Day (8 Hrs.)	Forestry Technician II		
			1st Year	2nd Year	3rd Year
3203.00	18.48	147.86	Forestry Technician II	1st Year	
3319.67	19.16	153.24	Forestry Technician II	2nd Year	
3450.47	19.91	159.28	Forestry Technician II	3rd Year	
3887.08	22.43	179.44	Forestry Technician I		

APPENDIX 2<sup>nd</sup>

SALARY SCALE - SENIORITY GROUP "E"  
EFFECTIVE MAY 1, 2002

		Monthly Salary	Per Hour (Month - 173.3)	Per Day (8 Hrs.)
Scaler I	1st Season	3386.06	19.54	156.31
	2nd Season	3519.93	20.31	162.49
Scaler II	1st Season	3652.45	21.08	168.61
	2nd Season	3786.33	21.85	174.79
Scaler III	1st Season	3853.04	22.23	177.87
	2nd Season	3999.08	23.08	184.61
Scaler IV	1st Season	4026.13	23.23	185.86
	2nd Season	4457.05	25.72	205.75
Scaler V (Payroll Clerk/Fibre Res ) (Payroll Clerk/Scaler)	1st Season	4471.47	25.80	206.42
	2nd Season	4736.52	27.33	218.65

Note: Scalers' rates will be protected for a period of three months.

SALARY SCALE - SENIORITY GROUP "F"  
EFFECTIVE MAY 1, 2002

		Monthly Salary	Per Hour (Month - 173.3)	Per Day (8 Hrs.)
Forestry Technician II	1st Year	3267.06	18.85	150.82
	2nd Year	3386.06	19.54	156.31
	3rd Year	3519.48	20.31	162.47
Forestry Technician I		3964.83	22.88	183.03

APPENDIX "A"

SALARY SCALE - SENIORITY GROUP "E"  
EFFECTIVE MAY 1, 2003

Per Day (8 Hrs.)	Per Hour	Monthly Salary	
		1st Season	2nd Season
159.44	19.93	3453.78	3590.33
171.98	21.50	3725.50	3862.05
189.57	23.70	4106.65	4079.06
209.86	26.23	4546.19	4560.90
210.54	26.32	4560.90	4832.25
223.02	27.88		

Note: Scalers' rates will be projected for a period of three months.

SALARY SCALE - SENIORITY GROUP "F"  
EFFECTIVE MAY 1, 2003

Per Day (8 Hrs.)	Per Hour (Month - 173.3)	Monthly Salary	
		1st Year	2nd Year
153.83	19.23	3332.40	3453.78
165.72	20.71	3589.87	4044.12
186.69	23.34		

Forestry Technician I  
Forestry Technician II  
Forestry Technician II

1st Year  
2nd Year

APPENDIX 'A'

C.E.P. - LOCAL I S HOURLY RATES AND CLASSIFICATIONS

Classification	1998 Rates	1999 Rates	2000 Rates	2001 Rates	2002 Rates	2003 Rates
(Group B - Ref. Art 6:01:01)						
Instrument Shop Leading Hand	27.06	27.56	28.06	28.62	29.19	29.78
Instrument Technician	26.37	26.87	27.37	27.92	28.48	29.05
Instrument Mechanic 'A'	25.41	25.91	26.41	26.94	27.48	28.03
Instrument "B"	22.17	22.67	23.17	23.63	24.11	24.59
Prüfbauteiler (Group A - Ref. Art. 6:01:01)	20.93	21.43	21.93	22.37	22.82	23.27
Security Guards (Group H - Ref. An. 6:01:01)	21.535	22.04	22.54	22.99	23.45	23.91
Apprentices:						
1st Period	20.02	20.52	21.02	21.44	21.87	22.31
2nd Period	20.29	20.79	21.29	21.72	22.15	22.59
3rd Period	20.55	21.05	21.55	21.98	22.42	22.87
4th Period	20.83	21.33	21.83	22.27	22.71	23.17
5th Period	21.07	21.57	22.07	22.51	22.96	23.42
6th Period	21.35	21.85	22.35	22.80	23.25	23.72
7th Period	21.63	22.13	22.63	23.08	23.54	24.02
8th Period	21.91	22.41	22.91	23.37	23.84	24.31

SALARY CLASSIFICATIONS -  
**SENIORITY GROUP A, C, D AND G**

<b>Group</b>	<b>Title</b>
2	Stenographer Junior Draftsman, class 'B'
3	Chief Stenographer
4	Junior Draftsman, Class 'A' Maintenance Planning Clerk - Mechanical Silviculture Clerk - Seasonal - Fibre Resources Administrative Assistant - Training
5	Mill Stores Clerk Laboratory Tester Electrical/Instrumentation clerk Invoice Clerk - Accounting
6	Tabulating Clerk - Data Processing Records & Documentation Clerk - Traffic Draftsman, Class 'B'
7	Benefits Clerk Draftsman - Class 'A' Payroll Clerk

<b>Group</b>	<b>Title</b>
8	Accounting Clerk, Cashier Cost Accounting Analyst - Fibre Resources Chief Statistical Clerk Financial Accounting Analyst Senior Payroll Clerk Production Programming Clerk - Traffic Senior Draftsman, Class 'B'
9	Senior Draftsman, Class 'A'

**APPENDIX "B"**

**COMPANY RULES**

Employees are expected to comply with the following rules at all times and violations will not be excused because an employee was not familiar with any particular rule. It is understood that the Company reserves the **right** to formulate new rules as conditions warrant, and notice of such changes will be discussed with and given the signatory Union.

**Rule 1 - Medical Examinations**

All applicants for work are required to bring a certificate of fitness signed by the Company's Medical Officer, or other medical practitioner, to the Employment Office before they start working for the Company. Employees who have been absent from work for three or more days because of illness or accident are required to bring a certificate of fitness, signed by a doctor, to the Employment Office before returning to work.

Any illness should be reported to a doctor immediately.



Re-examination of employees may be required by the Company from time to time should indications warrant such examination.

**Rule 2 - Accidents**

- A. All accidents, no matter how slight, must be reported at once by the injured employee, or by a witness, to the supervisor.
- B. It is the responsibility of the employee's supervisor to forward a written accident report in detail to the Safety Co-ordinator immediately an accident occurs.
- C. First Aid must be obtained for every scratch or wound of any kind where the skin is broken or punctured.
- D. In case of a serious injury, the Safety Co-ordinator must be notified immediately and he will make arrangements for medical attendance or transference of the injured employee to the hospital.
- E. If the Safety Co-ordinator is not available, arrangements for medical attention may be made through the Employment Office or with the hospital direct.

- F. Failure to comply with the above procedure may subject the employee responsible to disciplinary measures and might possibly jeopardize the compensation settlement of the injured employee.
- G. Approved safety hats will be worn by all personnel at all times while on the ~~Woods~~ Operations of the Company. In addition, the wearing of safety hats is compulsory on certain areas of the Mill Operations where designated "Hard Hat" regulations are in effect.
- H. Nylon safety knee patches must be worn when personnel are required to use axes, powersaws or pulp-hooks for any reason.

**Rule 3 - Forest Fire Prevention**

All regulations pertaining to the prevention of forest fires as established by the Provincial Government and the Company will be strictly observed by all personnel. All employees shall assist in fighting forest fires when called upon to do so by an authorized person.

**Rule 4 - Bulletin Boards**

All notices are subject to the approval of the Employee Relations Department and shall be posted only on the Bulletin Boards provided. Notices to be posted on departmental boards are subject to the approval of the Employee Relations Department prior to posting and a copy of all notices must be filed with the Employee Relations Department.

**Rule 5 - Cause of Disciplinary Action**

Disciplinary action may be taken by the Company against an employee for just cause.

Just cause may be deemed to be, but not necessarily restricted to, violations of any of the following:

1. Bringing intoxicants into the Mill.
2. Reporting for duty under the influence of liquor.
3. Smoking in any unauthorized part of the Mill.
4. Wandering to another department outside the employee's own place of work without permission.

5. Deliberate destruction or removal of the Company's or another employee's property.
6. Refusal to comply with the Company's Rules.
7. Disobedience.
8. Disorderly conduct.
9. Neglect of duty.
10. Dishonesty.
11. Failing to comply with Safety Regulations.
12. Sleeping on duty.
13. Reading of books, magazines or newspapers, other than trade journals and Company publications, while on duty.
14. Repeated lateness in reporting for duty.
15. Infractions of the regulations for protection of the forest from fires.
16. Failing to comply with Accident Prevention regulations.

Nothing in these rules shall be deemed to restrain or limit the Company's right to discharge employees for just cause.

When it becomes necessary to record an official caution or other disciplinary action on the employee's history card, the Union shall be notified of the action taken. Records of disciplinary action kept by the Company against employees who are members of the Union shall be available to the Union representative and/or Committee upon request.

Employees who prove unsatisfactory in any department after having first been warned will, for further infringements, be laid off and not rehired for that department. Employees who are discharged for cause will not be rehired.

Pule 6 - Parking

Parking areas will be **as** designated by the Company.

**APPENDIX "C"**

**ABITIBI-CONSOLIDATED INC.**

**SUPPLEMENTARY HEALTH CARE PLAN**

This description outlines the principal features of the Supplementary Health Care Group Insurance Plan. Insurance policies applicable to this coverage are held for Abitibi-Consolidated Inc. employees.

**ELIGIBILITY**

**Employees**

All employees are eligible upon completion of ninety (90) working days.

**Dependents**

For purposes of dependents' coverage provided under the Plan, eligible dependents include the wife or husband and unmarried children from birth to their 21st birthday. Also unmarried children 21 years of age and over, who are full-time students attending a certified education institution and depend upon you for support, are eligible dependents until their 25th birthday.

No person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

Dependents become eligible on the same date as you do, or if acquired later, on the date they first become eligible dependents.

#### **DESCRIPTION OF BENEFIT**

If you incur Class I Covered Expenses the Plan will pay 100% of such expenses with no deductible.

If you incur Class II Covered Expenses in excess of your deductible in any calendar year, this Plan pays you **100%** of such excess expenses.

The deductible applies only once in any calendar year. The amount of your annual deductible is \$10.00 per insured individual with a maximum family deductible of **\$20.00**.

Effective January 1, 1999, the maximum Lifetime Benefit for all Covered Expenses is **\$25,000**. for each insured family member. On January 1 of each year, up to **\$1,000**. of the maximum lifetime benefit previously utilized, will be automatically restored.

For example, if you receive \$1,700.00 in benefit payments in one calendar year, your maximum benefit will automatically be restored by \$1,000.00 on the next January 1, making your new maximum \$24,300.00. The next January 1 your maximum will be restored to \$25,000, provided benefits paid in that year were \$300.00 or less.

## **COVERED EXPENSES**

Covered Expenses included under the Plan are the charges which you are required to pay for the following services and supplies received while you are insured, for the treatment of non-occupational injuries, diseases or for pregnancy.

### **Class I Expenses**

HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES up to the difference between the hospital's daily charge for ward and average semi-private accommodations.

### **Class II Expenses**

Note: Any dollar limits referred to in the list of Class II Expenses are the charges recognized by the Plan and not



the benefits payable since these charges are subject to the deductible as stated earlier.

**DRUGS AND MEDICINES** obtainable only upon a physician's prescription and dispensed through a registered pharmacist.

**PROFESSIONAL AMBULANCE SERVICE** when used to transport the individual from the place where he is injured by an accident or stricken by a disease to the first hospital where treatment is given, or from a hospital to a convalescent hospital. No other expenses in connection with travel are included.

**OUT-PATIENT HOSPITAL SERVICES AND SUPPLIES** in connection with

- use of examination or operating room,
- drugs, dressings or casts
- anaesthesia in connection with the performance of a surgical procedure but not charges made by a resident physician or intern of a hospital.

**REGISTERED GRADUATE NURSE (R.N.)** other than a nurse who ordinarily resides in your home, or who is a member of your or your spouse's family, provided such services have been ordered by a physician.

**CONVALESCENT HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES** up to the difference between the hospital's daily charge for ward and average semi private accommodations for as many as 120 days during any one period of disability provided the individual is admitted to the convalescent hospital within 14 days following confinement in a hospital. All confinements in a convalescent hospital will be considered as one period of disability unless confinements are separated by at least 90 days.

**TREATMENT BY A PROVINCIALY LICENSED OSTEOPATH, NATUROPATH, PODIATRIST OR CHRISTIAN SCIENCE PRACTITIONER** up to **\$7.00** per treatment and up to **\$25**, per disability for x-rays but not more than 30 visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of **\$7.00** per treatment and no benefit will be paid while the individual is entitled to similar benefits under any provincial health plan.

**TREATMENT BY A PROVINCIALY LICENSED CHIROPRACTOR** up to **\$15** per visit and up to **\$25** per disability for x-rays, subject to a maximum of **\$300** per calendar year. No benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.

**PHYSIOTHERAPY** by a person duly qualified and registered and legally engaged in the practice of physiotherapy, provided such services, by duration and type, have been prescribed by a physician.

**TREATMENT BY A PERSON DULY QUALIFIED AND REGISTERED AND LEGALLY ENGAGED IN THE PRACTICE OF PSYCHOLOGY** on the written recommendation of a physician up to \$25 for the first visit and \$10 for each additional visit but not more than 30 visits in any calendar year.

**TREATMENT BY A PERSON DULY QUALIFIED AND REGISTERED AND LEGALLY ENGAGED IN THE PRACTICE OF ACUPUNCTURE FOR NOT MORE THAN \$7.00 PER VISIT, AND NOT MORE THAN 30 VISITS PER YEAR.**

**VISION CARE** expenses incurred by an employee and/or his covered dependents when recommended by a physician or optometrist as follows:

- Frames, lenses, and the fitting of prescription glasses, including contact lenses up to a total payment of \$125.00 per family member, in any two consecutive calendar years effective May 1, 1996.

**TREATMENTS BY A MASSEUR** who is duly qualified and registered and legally engaged in the practice of massage provided such services, by duration and type, have been prescribed by a physician but not more than \$7.00 per visit, and not more than 30 visits in any calendar year.

**SPEECH THERAPY** by a person duly qualified and registered and legally engaged in the practice of speech therapy provided such services, by duration and type, have been prescribed by a physician but not more than 30 visits in any calendar year.

**PSYCHOANALYSIS** - Physician charges in connection with Psychoanalysis treatment are a covered expense where permitted by law.

**OUT-OF-PROVINCE EMERGENCY TREATMENT** as described in (1) and (2) below incurred in connection with emergency treatment while the individual is outside the province in which he normally resides or outside the country.

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal Province of residence, provided such charges are reasonable and customary in the area in which they were incurred.

- (2) Up to \$50 per day for charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal Province of residence. No charges will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal Province of residence.

**RENTAL OF IRON LUNG, WHEELCHAIR OR OTHER DURABLE MEDICAL OR SURGICAL EQUIPMENT.**

**ARTIFICIAL LIMBS AND EYES, CRUTCHES, SPLINTS, CASTS, TRUSSES AND BRACES** when prescribed or ordered by the attending physician.

**ORTHOPAEDIC SHOES** when prescribed by the attending physician, one pair per year subject to a maximum payment of \$50.00.

**EMERGENCY DENTAL WORK OR COSMETIC SURGERY** performed by a physician or dentist for the prompt repair of natural teeth or other body tissue and required as a result of a non-occupational accident.

ANAESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS.

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES.

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.

## GENERAL PROVISIONS

### Definitions

Definitions relating to this Plan shall be those set out with the insurance carrier.

Continuation of Supplementary Health Care Benefits for Incapacitated Children:

- If your child is incapable of earning his **own** living because of mental handicap or physical handicap, and is dependent **on** you for support, coverage may be continued beyond age 21. Proof of incapacity must be submitted to the insurance company within 31 days after the child has reached age 21.

## EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless, treatment is the result of a non-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.
- (3) Any expenses for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation under any Workers' Compensation legislations.
- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any injury or disease which results from an act of war or hostilities of any kind.

### **CO-ORDINATION OF BENEFITS**

This Plan will pay either its regular benefits in full, or a reduced amount which, when added to the benefits available under the other plan, or plans, will equal 100% of covered expenses.

'Plan' means any plan under which medical or dental benefits or services are provided by:

- (1) group insurance or any other arrangement of coverage for individuals in a group whether or not insured, or
- (2) any repayment arrangement, or
- (3) any coverage for students which is sponsored or provided through a school or other educational institutions.

### **TERMINATION OF BENEFITS**

#### **Termination of Employment:**



In the event of termination of employment for any reason, benefits will cease on the date of termination of employment.

**Workers' Compensation**

Disabled employees on Workers' Compensation will be eligible for benefits for up to 12 months after the date of disability.

**Weekly Indemnity:**

Disabled employees on Weekly Indemnity will be eligible for benefits for up to 12 months after the date of disability.

**Leave of Absence:**

If you are on Leave of Absence, your insurance will be continued until the end of the month following the policy month in which the Leave of Absence starts.

**Lay-Off:**

If **you** are laid off, your insurance will be continued until the end of the policy month following the policy month in which the lay-off **starts**.

**Changes to Report:**

It is necessary to notify your employer of any change in the number of dependents which will result in a change from one to another of the following classifications:

- (1) employee without dependents,
- (2) employee with dependents.

This information is necessary so that the Insurance Company can adjust your coverage accordingly.

**Payment of Claims:**

Your employer has the forms for submitting proof. When the form has been completed, return it to your employer. Benefits will be paid promptly upon receipt of required proofs.

**APPENDIX "D"**

**ABITIBI-CONSOLIDATED INC.**

**DENTAL CARE PLAN**

**ELIGIBILITY**

You, your spouse and your unmarried dependent children from birth to their 21st birthday. Also, unmarried children 21 years of age and over who are regularly attending school and depend upon you for support are eligible as dependents until their 25th birthday.

Any mentally handicapped or physically handicapped child who was covered up to the maximum age shall remain covered beyond such age, provided the child upon reaching the maximum age and thereafter is incapable of self-sustaining employment and relies upon the employee for support and maintenance.

**EFFECTIVE DATE OF BENEFITS**

Employee:

Your benefits are effective on the day following employment for 90 working days, provided you are not absent from ~~work~~ due to disability, leave of absence or lay-off. If you are away from work because of disability, leave of absence or lay-off on the date that coverage would otherwise become effective, benefits will not start until you return to work.

Dependent:

Benefits for your dependents are effective on the same date as your own. If you are single and later acquire a dependent, please notify your Employer immediately, in order that your coverage may be changed.

If you already have dependent coverage under the Plan, any additional dependents will be automatically covered from birth.

#### **THE PLAN**

The Plan provides you and your eligible dependents with reimbursement of

- (a) 100% of the cost of Class I covered expenses, and

- (b) 50% of the cost of Class II and Class III covered expenses. The Provincial Dental Association schedule of fees for Dental Procedures by General Practitioners will be updated each year to reflect the previous year's fee schedule as follows:  
Effective the first day of the month following ratification, apply the 1997 schedule of fees. For calendar year 1999, apply the 1998 schedule of fees. For calendar year 2000, apply the 1999 schedule of fees. For calendar year 2001, apply the 2000 schedule of fees. For calendar year 2002, apply the 2001 schedule of fees. For calendar year 2003, apply the 2002 schedule of fees. For calendar year 2004, apply the 2003 schedule of fees.

The maximum benefit per calendar year is \$1,500. per insured family member for Class I and II covered expenses. The lifetime maximum benefit is \$1,500. per insured family member for Class III covered expenses.

#### **COVERED EXPENSES**

Class I Procedures:

- Oral examination, including scaling and cleaning of teeth.
- Topical application of sodium or stannous fluoride.
- Oral hygiene instruction.

- Dental x-rays.
- Extractions.
- Oral surgery, including excision of impacted teeth.
- Amalgam, silicate and plastic composite fillings.
- Anaesthetics administered in connection with oral surgery or other covered dental services.
- Injections of antibiotic drugs by the attending dentist.
- Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- Endodontic treatment, including root canal therapy.

Class II Procedures:

- Initial installation (including adjustments after 3 months following original insertion) of partial or full removable dentures to replace one or more natural teeth.
- Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial or full removable denture to replace extracted natural teeth, but only if evidence satisfactory to the Insurance Company is presented that the existing denture cannot be made serviceable.
- Repair or relining of dentures.

Class III Procedures:

- Orthodontic treatment, including correction of malocclusion.

Services and supplies, in the case of each Dental Expense, must have been rendered and dispensed by a legally qualified dentist except that:

- (i) cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist, and
- (ii) installation, adjustments, repairs and relining of complete dentures may be made by a dental mechanic or denturist legally practicing within the scope of his license, but any charges in excess of the amount specified for such services and supplies in the dental mechanics' or denturists' tariff of the Province where such services and supplies are received will be disregarded.

**PRE-DETERMINATION OF BENEFITS**

Usually, before starting extensive dental work, your dentist will tell you what he intends to do and the charge.

If the cost of a course of treatment planned by the dentist for a covered family member is expected to exceed \$200., the proposed course of treatment must be filed with, and approved by, the Insurance Company prior to the commencement of treatment. The necessary forms are available from your Employer. After reviewing the proposed course of treatment, the Insurance Company will notify both you and your dentist of the estimated payment under the Plan.

Because of the difficulty of determining the necessity for the types of services involved after treatment has been received, failure to file and obtain approval may result in benefits of a lesser amount than would otherwise have been payable.

Occasionally a patient may select a more expensive procedure rather than a suitable alternate procedure. In such cases, reimbursement will be based on the least expensive procedure which, as determined by the Insurance Company, will produce a professionally adequate result.

#### **EXCLUSIONS**

The Plan does not cover:



- Dental Services not listed under "Covered Expenses".
- Services not performed by a licensed dentist.
- Any eligible expenses for which coverage is provided or available (or would be if the Plan was not in effect) under any insurance or other contract, Plan or law.
- Treatments received before the effective date of your benefits, or which commenced after the lay-off provisions described under the Termination of Benefits Section or termination of employment.
- Dental services performed primarily for cosmetic purposes.
- Travel expenses to and from the place of treatment.
- Treatment brought about by conditions arising from war, riot or insurrection, or while serving in the armed forces of any country.

#### **TERMINATION OF BENEFITS**

Termination of Employment:

In the event of termination of employment for any reason, benefits will cease on the date of termination of employment.

Workers' Compensation:

Disabled employees on Workers' Compensation will be eligible for benefits for up to 12 months after the date of disability.

Weekly Indemnity:

Disabled employees on Weekly Indemnity will be eligible for benefits **up** to 12 months after the date of disability.

Leave of Absence:

Employees on authorized Leave of Absence will be eligible for benefits for 1 month.

Employees may continue their coverage after 1 month by paying the monthly premium.

Lay-off

Benefits will be continued until the end of the policy month following the policy month in which the lay-off starts. In the event that an employee has a course of treatment approved by the insurance company prior to the lay-off, that course of treatment will be covered under the Plan.

### **HOW TO CLAIM**

After you or one of your dependents have made an appointment with the dentist, obtain a claim form from your Employer. The completed claim form should be returned to your Employer, **as** soon as possible, for submission to the Insurance Company for processing.

**In** the event that the dentist demands payment from the claimant upon completion of treatment, it will be the claimant's responsibility to pay the dentist and then claim reimbursement from the Insurance Company. It will be necessary for the claimant to secure a completed claim form from the dentist.

APPENDIX "E"

ABITIBI-CONSOLIDATED INC.

LONG TERM DISABILITY PLAN

The Long Term Disability Plan shall be administered in accordance with the terms of an insurance policy and shall contain the following governing provisions:

1. **Eligibility**

The Long Term Disability Benefit Plan shall be compulsory for all employees, who are participants in, and who are covered under the terms of the Weekly Indemnity Plan.

2. **Effective Date of Coverage**

An eligible employee is entitled to benefits provided he is actively at work on the first day the Long Term Disability Benefit Plan becomes effective.

An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability benefits at the return to continuous active full-time employment over a thirty (30) calendar day period.

An eligible employee absent from work due to lay-off at the effective date of the Plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the Plan.

**3. Qualifying Period**

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. A benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

**4. Definition of Disability**

“Disability” shall mean an insured employee who has received fifty-two (52) weeks of benefits under the

Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months is unable because of disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

**5. Amount of Benefit**

- (a) 55% of regular straight time hourly rate, multiplied by **2,080** and divided by **12**, up to a maximum monthly payment of **\$2,000**. Effective May 1, 1994, the maximum benefit increased to **\$2,100**, per month for any eligible employee who was actively at work on that date. Effective May 1, 1996, the maximum benefit was increased to **\$2,200**, per month for any eligible employee who was actively at work on that date. For all new cases beginning on or after 1st December 1998, the maximum monthly benefit will be increased from **\$2,200**, to **\$2,300**. For all new cases beginning on or after 1st May 2002 the maximum monthly benefit will be increased from **\$2,300**, to **\$2,400**. During the term of the Agreement, effective May 1st of each year, general wage

rate increases will be incorporated into the benefit up to the applicable maximum monthly benefit as described above.

- (b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or more after disablement), Workers' Compensation, or any other non-private disability income plan.

6. Duration of Benefits

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

- (a) on the date the employee ceases to be disabled;  
or
- (b) on death; or
- (c) on the earlier of retirement or age 65.

7. Continuation of Group Life Insurance During Disability

An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy Group Life Insurance coverage at no premium cost to him.

**8. Exclusions**

- (a) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - i. any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - ii. any injury or illness entitling the employee, compensation under any Workers' Compensation or similar legislation, or
  - iii. self-destruction or any self-inflicted injury, while sane or insane, or
  - iv. disability for which the employee is not under the treatment of a physician, or



- v. alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- (b) i. **An** amount of disability benefit under the Plan shall not be paid in the event the absence **is** a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant Provincial or Federal legislation.
- ii. For employees who fail to qualify for pregnancy leave or absence because of failure to meet the length of service requirements in the relevant Provincial or Federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

9. **Rehabilitation**

An employee receiving an amount of Long Term Disability benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

**CONTINUING EXISTING PROVISIONS**

- i. Long Term Disability benefit payments will commence following the completion of fifty-two (**52**) weeks of Weekly Indemnity payments, and shall be payable twice monthly.
- ii. Long Term Disability payments will be offset by primary only Canada Pension Disability payments, payments from the Company's Retirement Plan and by payments from other Group Plans.
- iii. Total benefit payments are not to exceed eighty per cent (80%) of net salary.

- iv. While receiving benefits under the Long Term Disability Plan, an employee will continue to accrue pension credits at no cost to him. The pension benefits will accrue on the basis of his earnings used to determine his Long Term Disability benefits. The pension benefits will not necessarily be provided from the Retirement Plan. Death benefits will not accrue during this period except for the interest on the employee's contributions made prior to the commencement of Long Term Disability payments.
- v. **A** recurrent disability will be covered as a new claim after sixty (60) days.

**ABITIBI-CONSOLIDATED INC.**  
**Grand Falls Division**

**SECURITY DEPARTMENT**

**APPENDIX "F"**

**TWELVE HOUR SHIFTS**

This Agreement relates to Instrument Technicians, Security Officers and Prüfbau Testers who work a 12-hr. shift schedule.

Any agreement to work 12-hour shifts in the Instrumentation Department only can be cancelled upon 30 days written notice from one party to the other party.

No premium time will be paid by reason of a change of schedule from 8 hours to 12 hours or from 12 hours to 8 hours.

1. **HOURS OF WORK**

The schedule of hours for tour workers on 12-hour shifts shall be from 8:00 a.m. to 8:00 p.m., and 8:00

p.m. to 8:00 a.m. Employees will not work in excess of 16 hours in any twenty-four hour period.

2. **SHIFT DIFFERENTIAL**

Shift Differential will be paid as follows:

8:00 a.m. to 8:00 p.m.	0¢ per hour
8:00 p.m. to 8:00 a.m.	67¢ per hour

3. **VACATION WITH PAY**

Days worked for vacation qualification which is presently 160, eight (8) hour days will be administered as 107, twelve (12) hour days.

It is understood that a week's vacation will consist of eight (8) consecutive calendar days beginning on the first of an employee's four scheduled working days.

4. **STATUTORY HOLIDAYS**

- (a) An employee who works on a statutory holiday shall receive statutory holiday pay of twelve times his regular straight time rate (24 straight time hours for the Labour Day shutdown), and, in addition, shall be paid:

- i. at the rate of time and one-half for the first twelve (12) hours worked on Labour Day, December 23 and Christmas Eve statutory holidays, and
  - ii. at the rate of double time for all hours worked in excess of twelve **(12)** on Labour Day, December **23** and Christmas Eve statutory holidays (except hours worked for late relief as per Art. 9:08:02 (C) of the Collective Agreement which shall be paid at the rate of time and one-half), and
  - iii. at the rate of double time for all time worked on the Christmas Day and Boxing Day statutory holidays.
- (b) An employee who has worked on a statutory holiday shall be entitled to take a day off later, without pay, at a time mutually agreed to by the employee and his department head. While this later day off will be without pay an employee may, at his option, defer receipt of his statutory holiday pay referred to at #4 (a) to coincide with this later day off.
- (c) An employee who does not work on December **23**, Christmas Eve, Christmas Day or Boxing

Day statutory holidays shall receive statutory holiday pay as follows:

- i. eight times his regular straight time hourly rate for any of the above holidays which coincide with one of his regularly scheduled days off;
  - ii. twelve times his regular straight time hourly rate for any of the above holidays which coincide with one of his regularly scheduled working days.
- (d) **An** employee who does not work on the Labour Day statutory holiday period (12:00 a.m. Monday to 8:00 a.m. Tuesday) will receive statutory holiday pay as follows:
- i. 16 times his regular straight time hourly rate if one of his regularly scheduled days off coincides with the statutory holiday period of 8:00 a.m. Monday to 8:00 a.m. Tuesday;
  - ii. 24 times his regular straight time hourly rate if one of his regularly scheduled working days coincides with the statutory holiday period of 8:00 a.m. Monday to 8:00 a.m. Tuesday;

iii. 32 times his regular straight time hourly rate if two of his regularly scheduled working days coincide with the statutory holiday period of 12:00 a.m. Monday to 8 a.m. Tuesday.

(e) Notwithstanding Sections 4(c) and 4(d) above, when a statutory holiday falls within an employee's regular vacation, he shall receive statutory holiday pay of 8 times his regular straight time rate for such holiday, in addition to his regular vacation pay.

5. **BONUS HOLIDAYS**

A maximum of 48 hours will be paid to each employee for bonus days in a calendar year. Employees, who qualify, will be paid 8 hours' pay as outlined in Article 17 for each bonus day. However, an employee may request 12 hours' pay for each bonus day, and it will be recorded as the employee taking one and one-half bonus days.

The 'day worked' referred to in Art. 17:01, 17:01:01, 17:01:02, 17:01:03 will be administered as follows:



30 x 8 hr. days worked or 20 x 12 hr. days worked  
90 x 8 hr. days worked or 60 x 12 hr. days worked  
150 x 8 hr. days worked or 100 x 12 hr. days worked

6. **RATE OF PAY**

- (a) Regular straight time rates plus shift differential, if applicable, shall be paid for all hours worked during a twelve hour shift.
- (b) Time and one-half shall be paid for all consecutive hours worked in excess of twelve (12) hours, except for late relief as per Labour Agreement Art. 9:08:02 (C).
- (c) Time and one-half shall be paid for the first 12 hrs. worked between 8:00 a.m. Sunday and 8 a.m. Monday, and double time shall be paid for all hours worked in excess of 12 hrs. during the same time period.

7. **FUNERAL LEAVE** (Ref. Art. 20)

For each scheduled working day during which the employee is absent, he will be paid twelve (12) hours or eight (8) hours at his regular straight time rate.

The maximum funeral payment will be in the application of

- a) 20:02            forty (40) hours
- b) 20:03            twenty-four (24) hours

8. **REPLACEMENT & LOCAL 158 SPARES' LISTING**

Qualified relief **must** be available when required due to absenteeism caused by sickness, accidents, etc.

A relief employee, who has been set up on temporary basis to one of the four (4) regular crews, will follow the schedule of the employee he is replacing.

Similar to regular employees and relief employees who are set up, relief employees who are not set up will, if required, work four (4) twelve (12) hour shifts in any one (1) weekly pay period. Time and one-half will be paid for time worked over an average of 42 hours per week. Average to be taken of time worked in each quarter; i.e. January - March; April - June; July - September; October - December. Spare employees who are not set up and who work over forty-eight (48) hours in any one weekly pay period will be paid time and one-half for the period worked over forty-eight hours.

9. **EXCHANGING DAYS OFF OR SHIFTS WHILE ON 12-HOUR SCHEDULE**

Employees are prohibited from exchanging day or days off or shifts if it would result in any employee being scheduled to work more than sixteen (16) hours. Under no circumstances will such a change in day or days off or shifts cause additional cost to the Company.

This exchanging can only be done with the agreement of the department superintendent.

ABITIBI-CONSOLIDATED INC.

Grand Falls Division

APPENDIX "G"

PENSION PLAN SUMMARY

**A WORD ABOUT THIS SUMMARY**

The following summary **of** the Abitibi-Consolidated Inc. Pension Plan is intended to provide you with basic information only. Clearly, it cannot be comprehensive - because of the many specific situations and individual conditions that determine the amount and type of your pension.

You are encouraged **to** direct specific questions to the pension administration staff at your location. Copies **of** the Plan are available through the personnel or pension administration office **at** each Abitibi-Consolidated location.

(Please note that in the event of a discrepancy between the following summary and the Plan text, the Plan text prevails.)

#### INTRODUCTION

The Abitibi-Consolidated pension plan is a defined benefit plan. It provides a **specific** income determined by your average pensionable earnings and length of eligible service with the Company,

Average pensionable earnings are based on your five best years. This tends to reduce the impact of inflation.

#### ELIGIBILITY

**Full time employees** must **join** the plan after **six** months of continuous service.

**Part-time employees** may join the plan after two years of continuous service - during which they have earned **at least 35%** of the “Yearly Maximum Pensionable Earnings” defined under the Canada or Quebec Pension Plans, **OR** have worked at least 700 hours in each of two consecutive calendar years.

In Manitoba, part-time employees are eligible to join the Plan after **six** months of continuous service **OR** after two consecutive years of continuous service during which they have earned at least **25%** of the “Yearly Maximum Pensionable Earnings” under the Canada or Quebec Pension Plans.

## **PARTICIPATION DURING EMPLOYMENT**

### **Contributions**

Each member of the Plan contributes by payroll deduction,

Since January 1, 1994, the amount of employee contributions is calculated as 3.5% of regular earnings up to the yearly Maximum Pensionable Earnings (YMPE) under the Canada/Quebec Pension Plan, and 5% of regular earnings in excess of the YMPE. Effective January 1, 1999, the amount of employee contributions changes to 4.5% of regular earnings up to the Yearly Maximum Pensionable Earnings (YMPE) under the Canada/Quebec Plan, and 6% of regular earnings in excess of the YMPE.

Contributions to the Company Plan are an eligible deduction for income **tax** purposes.

The Company supplements the pension **fund** (in addition to members' contributions and the fund's own investment income) by the amount needed to **fund** the benefits as required by law.

### **Pensionable Service**

The length of your membership in the Plan is important in determining the amount of your pension.

Pensionable service is the service recorded while you received earnings from the Company, were a member of the Plan, and made contributions of at least \$5 per month. It includes any time during which you received basic sick leave pay, long term disability or workers' compensation benefits.

For part-time employees, pensionable service will be prorated using actual time worked divided by the time normally worked by a full time employee.

**Continuous Service**

This is the uninterrupted period of employment from the date you were hired until your retirement date or termination of employment. Temporary absences from work due to sickness, disability or Company-approved leaves are not interruptions of employment.

**Normal Retirement**

Normal retirement date is the first day of the month following the month in which you attain age 65.

**NORMAL RETIREMENT BENEFITS**

The following formula is used to calculate your pension:

$$\begin{aligned} & 1.65 \times \text{Final Average Earnings} \times \text{Pensionable Service} \\ & \quad \text{MINUS} \\ & \quad 1/35 \text{ Canada/Quebec Pension Plan Benefits} \times \\ & \quad \text{Pensionable Service since Jan. 1, 1966 (max. 7 years)*} \\ & \quad \text{EQUALS} \\ & \quad \text{Annual Pension (payable for your life, but} \\ & \quad \quad \text{guaranteed no less than five years)} \end{aligned}$$

\*Note: Effective May 1, 2002, this Canada/Quebec Pension Plan offset in the formula will be eliminated for members who will retire after that date.

The amount of Canada or Quebec Pension Plan benefits you will receive at retirement also affects your pension calculation. The Company and government plans work together to meet your retirement needs.

If you retire **before age 65**, the amount of government pension benefit used in the calculation will be the maximum pension which applies to those who retire at age 65 in the year you actually retire.

If you retire **before age 65**, the amount of your pension is affected in various ways, depending on all the



circumstances that apply in your case. Here are some examples:

**Age 55 or later, with less than 20 years' service**

You may retire on the first day of any month, and your pension benefits will be calculated in the same way as they would be for retirement at age 65. But the amount of your pension will be reduced by 1/2% for every month prior to your normal retirement date at age 65.

For example, if you retire when you are 56 and 6 months, or 102 months early, your normal pension will be reduced by  $102 \times 1/2\%$ , or 51%. That is, you will receive 49% of the normal pension

**Age 55 or 57, with 20 years' service,**

You may retire on the first day of any month, and your pension benefits will be calculated in the same way as they would be for retirement at age 65. But the amount of your pension will be reduced to reflect the number of years before age 58 that your retirement occurs - according to this formula:

<b>Age</b>	<b>Percent of Accrued Pension</b>
<b>57</b>	<b>94%</b>
<b>56</b>	<b>88%</b>
<b>55</b>	<b>82%</b>

(pro-rate between ages when necessary)

**Age 58 to 65**

If you have reached age 58 and accumulated at least 20 years of continuous service, you may retire on the first day of any month prior to your normal retirement date. The pension you have earned to-date will not be reduced. However, it will be subject to Revenue Canada's maximum pension rules for early retirement for pensionable service after December 31, 1991. If the sum of the retiree's age and service is less than 80, the pension accrual with respect to Pensionable Service after December 31, 1991 will be reduced 1/4 of 1% for each complete month by which early retirement precedes the earlier of the day on which the retiree attains age 60, or the day on which the retiree's age plus service would have totalled 80.

**SUPPLEMENTARY RETIREMENT ALLOWANCE  
(BRIDGING)**

1. If you retire early, having reached age 58 and with at least 20 years of continuous service, you are entitled to a supplementary "bridging" payment. It is based on the number of years of service you have when you retire (as defined below), to a maximum of 30 years. Effective January 1, 1999, this monthly payment will equal one of the following:

Age 60 - \$16.00 times the number of years of service

Age 58 - \$32.00\* times the number of years of service (reduces to \$16.00 on the first day of the month after you reach age 60)

\*Note: This increases to \$33.00 for those who will retire on or after January 1, 2002.

2. If you retire early, having reached age 55, but not age 58, and with at least 20 years of continuous service, you are entitled to a supplementary "bridging" payment. It is based on the number of years of service you have when you retire (as defined below), to a maximum of 30 years. Effective January 1, 1999, this monthly payment will equal \$32.00\* times the number of years of service (reduces to \$16.00 on the first day of the month after you reach age 60). The amount of the supplementary "bridging" payment will be reduced to reflect the number of years before age 58 that your retirement occurs by the following formula:

<u>Age</u>	Percentage of <u>Supplementary "Bridging" Payment**</u>
57	92%
56	84%
55	76%

(pro-rate between ages when necessary)

\*Note: This increases to \$33.00 for those who will retire on or after January 1, 2002.

\*\*Note: Reduction applies to the amounts payable both before and after age 60.

The bridging supplement is payable until the death of the retiree or until age 65, whichever is earlier.

**Pensionable Service** is used to calculate bridging payments. In this case, proportional allowance is given for partial years of such service.

**Continuous Service** is used to calculate bridging payments for employees who were members of the Company's earlier Career Average Earnings Plan (entry date prior to May 1, 1982). In this case the calculation is based on completed years.

#### DISABILITY PENSIONS

Another consideration in **your** pension calculation is whether or not you are retiring as result of disability. If you qualify for benefits from the Company's Long Term Disability (LTD) Plan, you have two choices:

1. **Stay on Long Term Disability**

If you decide to stay on the LTD Plan, pensionable service will continue **to** accrue as if you were at

work. Pensionable earnings for the time you are receiving disability benefits will be based on the greater of (a) your monthly earnings in the last complete month you worked before becoming disabled, or (b) the base rate in the mill (labour rate) in each of the years used to calculate the pension.

2. **Retire early**

With the approval of the Retirement Board, you may take early retirement

- if your disability is total and permanent (you are incapable of doing any work), **OR** if you are permanently unable to do your own job and have reached age 62, **OR** if you have accumulated 20 years of continuous service. In these cases, you are entitled to the full pension earned up to the time of your retirement; it is not reduced.
- if you are permanently disabled from doing your own job **BUT** the above age and service conditions are not met, your pension will be reduced to take into account your age and normal life expectancy.
- if you retire under the disability clause, the amount of government pension benefit used in the calculation will be the maximum pension

which applied to those who retired at age 65 in the year in which you became disabled.

#### **OPTIONAL FORMS OF PENSION INCOME**

The normal form of pension income is an amount payable for life but with a minimum of 60 monthly payments (five years). This means that your pension will be paid as long as you live, but if you were to die before receiving 60 monthly payments, the pension would continue to your beneficiary for the remainder of the 60 payments.

However, if you have a spouse or common-law spouse, with whom you are living on your retirement date, you must elect a life pension with 60% continuing for the rest of your spouse's life following your death. If you want to elect a different option your spouse must complete a form waiving the right to a 60% joint and survivor option.

There are several other ways of receiving your pension, each one resulting in a different monthly amount.

##### **1. Joint and survivor**

An amount payable for your lifetime and that of your designated beneficiary (must be a spouse, common-law spouse or dependent). You may elect to have **100%**, **75%**, **66-2/3%**, **60%** or **50%** of your pension continue to your joint beneficiary after your death. The larger the pension you want to continue to your beneficiary, the smaller the pension you will receive during your lifetime.

2. **Life only - no guarantee period**  
Provides for larger payments than the normal options, but the pension payments cease when you die regardless of the number of payments you had received.
3. **Life pension - guaranteed 10 or 15 years**  
Similar to the 5-year guarantee option offering life pensions, but guaranteed for either 10 years (120 payments) or 15 years (180 payments). These options provide a lower monthly payment than the 5-year guarantee option because the guarantee periods are longer.
4. **Integration with Canada or Quebec Pension Plan, benefits and Old Age Security benefits**  
If you retire before age 65, you may choose to receive an increased Company pension from the time you retire until government benefits become available at age 65. But at 65, the amount of Company pension is reduced by an amount equal to the government pension in effect at your date of retirement.

#### **COST OF LIVING PROTECTION**

Basic pensions have been adjusted annually, on the anniversary of the retirement date, for employees who

have retired since May 2, 1982. These adjustments were in effect up to and including May 1, 1993. No special adjustments have been made to basic pensions in payment between May 2, 1993 and May 1, 1996. Between May 2, 1996 and April 30, 2004, the special adjustments have been reinstated.

The amount of this special **indexing** adjustment is one-half the percentage increase in the Consumer Price Index during the 12-month period ending in October of the preceding year. This adjustment is subject to a maximum of 5%.

Note that these adjustments are made to your basic pension only, and not to the supplementary retirement allowance (bridging payments) associated with early retirement.

#### **DEATH AND TERMINATION BENEFITS**

Pension reform legislation passed in Ontario effective January 1, 1987 established different benefit entitlements reflecting pensionable service before and after that date.

While this legislation applies only in Ontario, Abitibi-Consolidated Inc. has extended these rules to employees in all provinces. The exception is Manitoba, where an earlier effective date of January 1, 1985 applies.



The provisions which apply to pensions earned before these dates are largely unchanged - but the following apply to benefits earned after these dates:

- After two years participation in the Plan, members are entitled to benefits from the Company, in addition to their own contributions.
- The Company pays at least half the value of any pension earned after January 1, 1987.
- Part-time employees are eligible to participate.

**Termination (benefits earned before January 1, 1987)**

More than ten years of continuous service: a vested deferred pension payable at age 65 OR the lump sum present value of the pension transferred to a "locked-in" retirement account (LIRA).

Less than ten years of continuous service: a refund of contributions with interest - in cash or transferred to an RRSP, OR a vested deferred pension payable at age 65, OR the lump sum present value of the pension transferred to an RRSP.

**Termination (benefits earned after January 1, 1987)**

Less than two years of Plan membership: refund of employee contributions with interest - in cash, or transferred to an RRSP.

Two or more years of Plan membership: the lump sum present value of the deferred pension earned by service after January 1, 1987 - plus excess employee contributions, that is, any excess of employee contributions made after January 1, 1987 (with interest) that are more than 50% of the lump sum present value.

**Notes**

1. The lump **sum** present value can be settled as:
  - a deferred pension from the Plan fund,
  - a transfer **to** a LIRA,
  - a deferred annuity purchased from an insurance Company, or
  - a transfer **to** another registered pension plan, provided the new employer agrees to accept the transfer.
  
2. Excess employee contributions with interest can be settled as:
  - cash, or
  - a transfer to an RRSP, or
  - used **to** purchase an additional pension

For examples of these types of calculation, see Appendix B.

**Death Benefits (earned before January 1, 1987)**

The beneficiary receives a refund of the employee's contributions plus interest. If the beneficiary is the spouse, the refund may be taken in the form of a life pension.

**Death Benefits (earned after January 1, 1987)**

The spouse or, if there is no spouse, the beneficiary receives the lump **sum** value of the deferred pension earned after January 1, 1987 - plus the excess employee contributions, that is, any excess of employee contributions made after January 1, 1987 (with interest) that are more than 50% of the lump sum present value. If the beneficiary is the spouse, the refund may be taken in the form **of** a life pension.

**OTHER SOURCES OF RETIREMENT INCOME**

The retirement income described so far comes from the Company Plan. It is designed to work together with government pension plans and your own personal savings.

In addition to your pension from Abitibi-Consolidated Inc., you may be eligible to receive monthly pensions from at least two government sources. The main plans **of** interest are the Canada or Quebec Pension Plan, and the Old **Age** Security Program.

The amount of your pension from the Canada or Quebec Pension Plan will depend on your earnings during your career and on the number of years you contribute to the plan. You and the Company contribute equally, a percentage of your salary up to a level set by the government each year.

The Old Age Security Program pays the same benefit to all Canadians over age 65, including your spouse, subject to certain Canadian residency requirements. All or a portion of these payments may have to be repaid to the government if your annual income exceeds an amount determined by the government each year. (In 1999, persons with net income exceeding \$53,215 must repay 15% of excess net income, up to the full OAS amount.)

Payments from these programs are not automatic. You must apply for them. Application forms are available from any office of Canada Post and from local Canada or Quebec pension offices.

(Pension Summary - Cont'd.)

### Appendix A

If we look at the formula a piece at a time and with an example or two, it is a lot easier to follow. In order to do that, we will use an employee with the following background:

(i) **Normal Retirement at age 65**

**Employee Data**

Date of Birth:	May 15, 1934 (age 65)
Joined Plan:	September 1, 1965
Date Hired:	February 1, 1965
Normal Retirement Date:	June 1, 1999

*Service*

Continuous Service (assume uninterrupted)	
from Feb. 1/65 to May 31/99	34.33 years
Pensionable Service	
from Sept. 1/65 to May 31/99	33.75 years
from Jan. 1/66 to May 31/99	33.42 years (max. 7)

Canada/Quebec P—————

The maximum government pension benefit to which an employee age **65** is entitled, by virtue of earnings and number of years during which contributions were made to the government plan, for the year in which the member retires from the Pension Plan. For the year **1999**, the maximum C/QPP pension benefit is **\$9,020.00**

**Final Average Earnings**

Best year	<b>\$ 54,000</b>
<b>2nd</b> best year	53,000
3rd best year	51,600
4th best year	<b>50,500</b>
5th best year	<u><b>49,000</b></u>

Total **\$258,100**

Final Average Earnings =  $\$258,100/5 = \$51,620$

**Pension Calculation**

For each year of pensionable service the employee will receive **1.65%** of Final Average Earnings:

**1.65%** x **\$51,620.00** x **33.75** years = **\$28,745.89**

Minus  $1/35$  x C/QPP x Pensionable Service since January **1, 1966** (max. **7** years):

$1/35$  x **\$9,020.00** x **7** years = **\$1,804.00**

Normal annual pension is **\$28,745.89 - \$1,804.00 = \$26,941.89**

(ii) Early Retirement at Age 58 with 20 Years of Continuous Service

**Employee Data**

Date of Birth: July 1, 1940  
(age 58 and 11 months at retirement)  
Joined Plan: March 1, 1975  
Date Hired: September 1, 1973  
Normal Retirement Date: June 1, 1999

**Service**

Continuous Service (assume uninterrupted)  
from Sep. 1/73 to May 31/99 25.75 years  
Pensionable Service  
from Mar. 1/75 to May 31/99 24.25 years

**Canada/Quebec Pension Plan**

1999 benefit level: \$9,020.00

**Final Average Earnings**

Best year	\$ 50,000
2nd best year	49,500
3rd best year	48,600
4th best year	48,000
5th best year	<u>47,400</u>
Total	\$243,500
Final Average Earnings	= \$243,500/5 = \$48,700

**Pension Calculation**

For each year of pensionable service the employee will receive 1.65% of Final Average Earnings:

$$1.65\% \times \$48,700.00 \times 24.25 \text{ years} = \$19,486.09$$

Minus  $\frac{1}{35} \times C/QPP \times$  Pensionable Service since January 1, 1966 (max. 7 years):

$$\frac{1}{35} \times \$9,020.00 \times 7 \text{ years} = \$1,804.00$$

Normal annual pension is  $\$19,486.09 - \$1,804.00 =$   
**\$17,682.09**

Since the member is age **58** or over and has more than 20 years of continuous service, a monthly supplementary payment (bridging supplement) will be payable until age **65** or death whichever occurs first. The supplement, payable from retirement date to the month following age **60**, is **\$32** per month (**\$33** per month for retirements after December **31, 2001**) for each year or partial year of pensionable service at the time of retirement (to a maximum of **30** years). In this case the monthly amount will be  $\$32 \times 24.25 \text{ years} = \$776.00$  per month. From age **60** to **65** the supplement is \$16 per month for each year or partial year of pensionable service at the time of retirement (to a maximum of **30** years). In this case the monthly amount will be  $\$16 \times 24.25 \text{ years} = \$388.00$ .



For employees who were members of the Retirement Income Plan for Employees of Abitibi-Consolidated Inc. and Subsidiary and Associated Companies the supplementary payments from retirement date to age 60 would be based on completed years of continuous service,  $\$32 \times 25 \text{ years} = \$800.00$  per month. From age 60 to age 65 it would be  $\$16 \times 25 \text{ years} = \$400.00$  per month.

(iii) **Early Retirement Between Ages 55 and 58 with 20 Years of Continuous Service**

**Employee Data**

Date of Birth:	May 15, 1943 (age <b>56</b> )
Joined Plan:	March 1, 1976
Date Hired:	August 1, 1975
Normal Retirement Date:	June 1, 1999

**Service**

Continuous Service (assume uninterrupted)	
from Aug.1/75 to May 31/99	23.83 years
Pensionable Service	
from Mar.1/76 to May 31/99	23.25 years

**Canada/Quebec Pension Plan**

1999 benefit level: \$9,020.00

**Final Average Earnings**

Best year	\$ 48,600
2nd best year	46,900
3rd best year	46,000
<del>4th</del> best year	45,100
5th best year	<u>44,300</u>

Total \$230,900

Final Average Earnings =  $\$230,900/5 = \$46,180$

**Pension Calculation**

For each year of pensionable service the employee will receive **1.65%** of Final Average Earnings:

$1.65\% \times \$46,180.00 \times 23.25 \text{ years} = \$17,715.80$

Minus  $1/35 \times \text{C/QPP} \times \text{Pensionable Service since January 1, 1966}$  (max. 7 years):

$1/35 \times \$9,020.00 \times 7 \text{ years} = \$1,804.00$

Normal annual pension is  $\$17,715.80 - \$1,804.00 = \$15,911.80$

Since this employee *is* not age 58 the normal annual pension is reduced **1/2%** for each month (6% per annum) by which **the** early retirement date precedes the attainment of age 58.

This employee is age **56** years, **0** month and the early retirement date precedes the attainment of age **58** by **24**

months. Therefore, the pension is reduced by **24** months  $\times 1/2\% = 12\%$  (the reduced pension is 88% of the normal annual pension).

Reduced Normal Pension is  $\$15,911.80 \times 88\% =$   
 **$\$14,002.38$**

Since the member is between the age of **55** and **58** and has more than **20** years of continuous service, a reduced monthly supplementary payment (bridging supplement) will be payable until age **65** or death whichever occurs first. The supplement from retirement date to the month following age **60** is **\$32** per month (**\$33** per month for retirements after December 31, 2001) for each year or partial year of pensionable service at time of retirement (to a maximum of **30** years) reduced by **2/3** of **1%** for each month (8% per annum) by which the early retirement date precedes the attainment of age **58**. In this case the reduction for retiring **24** months before the attainment of age **58** would be  $24 \text{ months} \times 2/3\% = 16\%$  (the reduced supplement is **84%** of the earned supplement) and therefore the supplementary payment will be  $\$32 \times 23.25 \text{ years} \times 84\% = \$624.96$  per month. From age **60** to **65** the supplement is **\$16** per month for each year or partial year of pensionable service at the time of retirement (to a maximum of **30** years) reduced by **2/3** of **1%** for each month (8% per annum) by which the early retirement date precedes the attainment of age **58**. In this case the monthly amount will be  $\$16 \times 23.25 \text{ years} \times 84\% =$   
 **$\$312.48$** .

**For employees who were members of the Retirement Income Plan for Employees of Abitibi-Consolidated Inc. and subsidiary and Associated Companies the supplementary payment would be based on completed years of continuous service if this produced a larger supplement.**

(Pension Summary ~ Cont'd.)

**Appendix B**

**Termination Example**

An employee terminates June 1, 1999 with Final Average Earnings of **\$43,000**, at the age of **34** years **5** months, after 3.25 years of plan membership.

$$1.65\% \times 3.25 \text{ years} \times \$43,000 - 3.25/35 \times \$9,020.00 = \mathbf{\$1,468.30}$$

The employee is entitled to an annual pension of **\$1,468.30** payable at age **65**.

$$\text{Commuted value of annual pension} = \$2,496.11$$

$$\text{Employee contributions with interest} = \mathbf{\$4,825.00}$$

**Calculation of Termination Benefit**

Employee pays no more than **50%** of the commuted value:

$$\mathbf{\$2,496.11} \times 50\% = \mathbf{\$1,248.06}$$

Employee receives a refund of excess contributions:

$$\mathbf{\$4,825.00} - \mathbf{\$1,248.06} = \mathbf{\$3,576.94}$$

**Options**

1. Transfer the commuted value of **\$2,496.11** to a "locked-in" retirement account (LIRA); plus a cash refund, or transfer to an RRSP, of the employee excess contributions of **\$3,576.94**.
2. Elect a pension of **\$1,468.30** a year at age **65** and a refund of **\$3,576.94** in cash.
3. Elect a higher pension of **\$1,468.30** a year plus the actuarially determined increase in pension calculated from the employees' excess contributions, of **\$2,104.08\*** per year, for a total annual pension at age **65** of **\$3,572.38**.

\*Note:  $\frac{\$3,576.94 \times \$1,468.30}{\$2,496.11} = \$2,104.08$

4. Transfer the commuted value of **\$2,496.11** to another registered pension plan provided the new employer agrees to accept the transfer; plus a cash refund, or transfer to an RRSP, or transfer to another registered plan provided the new employer agrees to accept the transfer of the employee excess contributions of **\$3,576.94**.

APPENDIX "H"

ABITIBI-CONSOLIDATED INC.

C.E.P. - LOCAL 158

**AGREED LOCAL ISSUES**

1. Company agrees that all Local Issues are part of the Collective Agreement and therefore are subject to the grievance procedure.
2. Company agrees that all future agreed upon Local Issues (including those presently being discussed) be written into the Collective Agreement.
7. Company agrees that effective April 1st, 1993 the payroll wicket will be available to mill employees from 10 a.m. - 11 a.m., and 2 p.m. - 3 p.m. daily, Monday to Friday, with the exception of Thursday which is pay-day.

18. Company agrees **to** repair the roof in the Instrumentation Department by Nov. 30/93.
21. Company agrees to administer the payment of W.I. benefits to casual employees based on Article 18:02:01 of the Collective Agreement.

**1998 Local Issues**

4. The Company agrees to have pay cheques available at the employees' option.
8. The Company agrees to install a walkway to the North Sewer area **by** 31st October 1998.
9. The Company agrees **to** install electrical heating in the Payroll Office and Benefits by 31st October 1998.
10. The Company will maintain its current practice of providing new coveralls each year to Instrument Technicians.
11. The Company agrees to fix or replace the air conditioner/heater at the back door of the Instrument Shop.



APPENDIX "T"

**ABITIBI-CONSOLIDATED INC.  
C.E.P. - LOCAL 158**

**JOINT HEALTH AND SAFETY CONFERENCE**

During the term of the **1998-2004** Collective Agreement, a joint Abitibi-Consolidated / Communications, Energy & Paperworkers Union Health and Safety Conference will be held once every two years (starting in **1999**). This conference will be held in October or November with the date and location being subject to mutual agreement.

The purpose of the conference will be to develop and support joint participation in the Health and Safety Program in all mills involved.

Two delegates from each mill union local, one of whom is a member of the mill joint health and safety committee, may attend the conference. These delegates shall be compensated for scheduled hours lost **as** a result **of** attending the two **(2)** day conference and one **(1)** preparation day. In addition those delegates required to

absent themselves from their regular shifts to travel to and from the conference will be compensated for any loss of scheduled hours they would have otherwise worked to a maximum of two (2) additional days. The Company will compensate delegates for transportation expenses and will contribute \$75.00 per day for incurred living expenses.

In the event there is a mill shutdown during the week in which the Health and Safety Conference occurs, delegates attending the conference from the mill will be compensated in accordance with the above, using a schedule of work which would have applied had the mill been operating.

Conference planning and the agenda will be the responsibility of a joint committee selected by Abitibi-Consolidated and the Communication, Energy and Paperworkers Union. The agenda will be confined to those policy matters affecting the health and safety of employees at the respective mills. Mill Joint Health and Safety Committees may be asked to submit agenda items to the Joint Planning Committee.



18. Company agrees to repair the roof in the Instrumentation Department by Nov. 30/93.
21. Company agrees to administer the payment of W.I. benefits to casual employees based on Article 18:02:01 of the Collective Agreement.

**1998 Local Issues**

4. The Company agrees to have pay cheques available at the employees' option.
8. The Company agrees to install a walkway to the North Sewer area by 31st October 1998.
9. The Company agrees to install electrical heating in the Payroll Office and Benefits by 31st October 1998.
10. The Company will maintain its current practice of providing new coveralls each year to Instrument Technicians.
11. The Company agrees to fix or replace the air conditioner/heater at the back door of the Instrument Shop.

APPENDIX "I"

ABITIBI-CONSOLIDATED INC.  
C.E.P. - LOCAL 158

**JOINT HEALTH AND SAFETY CONFERENCE**

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**1998 Local Issues**

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8. The Company agrees to install a walkway to the North Sewer area by 31st October 1998.
9. The Company agrees to install electrical heating in the Payroll Office and Benefits by 31st October 1998.
10. The Company will maintain its current practice of providing new coveralls each year to Instrument Technicians.
11. The Company agrees to fix or replace the air conditioner/heater at the back door of the Instrument Shop.



12. The Company agrees to repair the roof over the Instrument Shop; need first to access whether ventilation is the source of the problem. (Budget repairs for **1999**)
13. The Company agrees to install a ground fault receptacle in the men's wash room, Drafting area.
14. The Company agrees to relocate the lockers from the corridor of the Print Room area.
15. The Company agrees to **fix** or replace air conditioner in the Drafting Department.
16. The Company agrees to train all Forestry Technicians on the G.I.S. to assist in their current duties. (Geographical Information System)
17. The Company agrees **to** paint the Stenographer's Office - Traffic Dept. as part of an overall improvement in the Production area.
18. The Company will maintain its current practice pertaining to clothing for Security Guards.
22. The Company agrees to post for one **(1)** regular relief position to provide relief as required within the

jurisdiction of CEP Local 158. Priority will be to provide relief within the Security Department. Training will be provided as required.

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**1998 Company Local Issue:**

1. The Company is able to assign a Spare to cover an unscheduled absence in the Mail Room or Maintenance Clerk position.
  2. The Company will introduce a limited number of procurement cards. (Reference memo)
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APPENDIX "I"

ABITIBI-CONSOLIDATED INC.  
C.E.P. - LOCAL 158

**JOINT HEALTH AND SAFETY CONFERENCE**

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