

AGREEMENT

BETWEEN

ABITIBI-PRICE INC.
GRAND FALLS-WINDSOR, **NEWFOUNDLAND**

AND

COMMUNICATIONS, ENERGY &
PAPERWORKERS
UNION OF CANADA
LOCAL **60N**

JANUARY 1, 1993 TO DECEMBER 31, 1995

00051 (04)

THIS AGREEMENT made at Grand Falls-Windsor in the Province of Newfoundland and Labrador this 28th day of April, Anno Domini One Thousand Nine Hundred Ninety-Three.

BETWEEN

ABITIBI-PRICE INC., OF GRAND FALLS-WINDSOR, NEWFOUNDLAND (hereinafter called the "Employer") of the one part,

AND

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA, LOCAL 60N (hereinafter called the "Union") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

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**ARTICLE I - PURPOSE**

- 1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working and living conditions, and to ensure insofar as possible the safety and physical welfare of the employees, economy or operations, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively for the advancement of the conditions set forth herein.
- 1.02 In this Agreement, the word Employer refers to the Company and the reference to any non-working Contractor refers to Contractors who are not employees under this Agreement but are bound by the Agreement.

ARTICLE II - TERM OF AGREEMENT

- 2.01 This Agreement shall become effective as of the first day of January 1993, (except as otherwise provided) ~~and shall remain in full force and effect to and including the 31st day of December, 1995 and from year to year thereafter, unless~~ either party desires to change or terminate the Agreement, in which case the party desiring change or termination shall notify the other party in writing at least sixty (60) days prior to the end of December of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III – RECOGNITION AND JURISDICTION

- 3.01 **The Employer recognizes the Union as the sole collective bargaining agency for all the employees of Abitibi-Price Inc., Grand Falls Fibre Resources Division, including all employees on the seniority list(s) of Abitibi-Price Inc., in woods operations on the Grand Falls timber limits save and except Fibre Resources Manager, Assistant Fibre Resources Manager, Superintendents, Assistant Superintendents, General Foremen, Foremen, Assistant Foremen, Scalars, Assistant Scalars, Technical, Clerical and Office Staff, Guards, Towermen, Gatekeepers, Non-Working Contractors, Non-Working Sub-Contractors, persons employed in Silviculture operations, persons employed in supervisory, advisory and confidential capacities, and those above the rank of Assistant Foreman.**
- 3.02(a) **The Employer agrees that if contracts are made, such Contractors shall be required to apply all the terms of this Agreement, including the, wage rates. i.e.. it is understood and agreed between the parties' hereto that any person who works on the Fibre Resources operations of the Company in any capacity referred to in the Wage Schedules attached hereto or any new classification to be added thereto under Article IV shall be considered to be an employee of the Employer for purposes of this Agreement.**
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- (b) **It is further agreed that Contractors and/or Sub-Contractors who themselves work and any workmen whom they hire shall be considered employees of the Employer.**
- (c) **Employees of Contractors engaged for the purpose of erecting structures outside the limits of the Company are covered by this Agreement.**
- 3.03 **Anyone performing work, except for the purpose of instruction, in case of emergency or casual assistance, as listed in the job classifications set out in the Wage Schedules, attached to and forming part of this Agreement,' including new job classifications under Article IV, shall be considered employees of the Employer within the terms of this Agreement.**

- 3.04 Supervisory personnel shall not perform work which would normally be a function of an employee listed *in* the job classifications covered by this Agreement, including new job classifications under Article IV, except for the purpose of *instruction*, in case of emergency or casual assistance.
- 3.05 The Employer reserves the right to select members of the Bargaining Unit to act as a Sub-Foreman on any operation. Employees who act in this classification shall receive all terms and conditions of the Labour Agreement.
- 3.06 The jurisdiction area of Application under this Agreement shall be the Province of Newfoundland and Labrador and shall cover those job classifications listed in the Wage Schedules which are part of this Agreement including job classifications under Article IV.
- 3.07 The Employer shall not be asked to act upon and shall not be responsible for questions of jurisdiction which *may* arise between the Union and any other Union or Unions. It is also agreed that the Employer's operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other Union or *Unions*.

ARTICLE IV ~ RATES AND CLASSIFICATIONS

- 4.01 The Wage Schedules are attached hereto and form part of this Agreement.
- 4.02 For job classifications, and experimental jobs used in the procurement of wood fibre used in the manufacture of newsprint or for fuel, not listed in the attached Wage Schedules, the Employer shall set estimated or temporary rates of which the Union will be notified in writing within thirty (30) days from the date the new-job commences: Any such rates will be based *on* comparison *with* the prevailing rates for similar and/or related occupations in the attached Wage

4.02 (Cont'd.)

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Schedules. After a trial period of sixty (60) days, any such rate or rates shall be negotiated with the Local Union and, after such agreement is reached, it shall then become a part of the Wage Schedules and attached hereto. Upon failure to reach agreement on the rate or rates, the matter may be referred to Stage 3 of the Grievance Procedure. It is understood that the sixty (60) day period can be extended by mutual consent of the parties to this Agreement. The workmen concerned shall be entitled to all the benefits of the Agreement from the date the new job commences.

- 4.03 All rates under this Article may be made retroactive to the end of the trial period by an Arbitration Board.

ARTICLE V - UNION MEMBERSHIP

- 5.01 The Employer agrees that it is in favour of its employees, covered by this Agreement, becoming members of the Union and will facilitate Union membership solicitation as hereinafter provided.

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- 5.02 All employees shall become members of the Union as a condition of employment. All members shall maintain their membership in good standing as a condition of employment through the terms of this Agreement. In the event of the Union having to suspend a member, the Company shall be notified by the Union, in writing, at least seven (7) days before the suspension.

- 5.03 It is the responsibility of the Union to notify the Employer, in writing, of any employee who has refused to join the Union or any member who refuses to maintain his membership in good standing, and an Employer shall not be required to release an employee until notice in writing has been received. In the event of such release, the Company will not be required to issue the notice of lay-off as contained in Clause 12.08.

- 5.04 The Employer shall deduct each month, from the wages of each employee within the Union's jurisdiction, the regular monthly working membership dues of the Local Union and, on his behalf, remit the same to the Local Union.
- 5.05 If an individual employee, who is a member of the Union or wishes to become a member, so desires, the Employer agrees that it will, on his behalf, and upon his written request, deduct union Initiation Fees and/or back dues from monies due him.
- 5.06 Remittance of all deductions accompanied by an itemised list, in duplicate, showing the payroll number, hours worked, name, S.I.N., address, date of birth, date of hire, and amount by individual and totals by camp or work areas, shall be sent to the Local Union as soon as possible; but, in any event, not later than two (2) weeks from the end of the calendar month in which it is deducted.
- 5.07 The Employer shall advise the Union from time to time of the Employer's labour requirements. When hiring additional employees, the Employer will give preference to Union members who have applied in writing within the previous six (6) months, and who are capable of doing the work required of them.
N.B. This does not apply to employees with recall rights.
- 5.08 The Union Steward shall furnish the Employer with a list of Local Officers, Representatives and Job Stewards and shall amend these lists promptly as changes occur.
- 5.09 Union Representatives carrying proper credentials shall have the right to visit all Fibre Resources operations in connection with Union business as it pertains to the Employer's operations on condition that said representative will abide by the regular rules and regulations of the Employer. Credentials carried by the Union

5.09 (Cont'd.)

Representative shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union and a Travel Permit signed by the Fibre Resources Manager of the Company. Accredited Union Representatives shall be provided with board and lodging, if available, on an Employer's premises at \$5.50 per meal. It is recognized that on commuter operations, a special situation is created making it necessary for the Union Representatives to sign up men during working hours. This shall be done after consultation with, and with the consent of the Foreman or his representative. It is agreed that the Foreman will be instructed by the Employer to permit the Union Representative to sign up men during working hours when this is possible without undue interference with production. In so doing, the Union agrees that said Union Representatives shall have due regard for production.

5.10

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Employment of any new employee shall be considered as probationary until he has worked sixty (60) days. During the period of probation, any new employee who proves unsatisfactory in work performance may be disciplined up to release from employment without recourse to the Grievance Procedure. Discharge for cause other than poor work performance may be subject to the Grievance Procedure.

-ARTICLE VI - ANNUAL VACATIONVacation Time

6.01

The Employer shall grant vacation time off to employees covered by this Agreement in accordance with the following provisions. An employee's vacation entitlement in any calendar year is based on his accumulated seniority as of the end of the previous computer payroll year.

6.01 (Cont'd.)

- (a) Less than 150 days - one (1) day vacation of each 30 days of seniority
- (b) 150 - 900 days - two (2) weeks vacation. *11-12*
- (c) 901 - 1,500 days - three (3) weeks vacation. *04-03*
- (d) 1,501 - 3,200 days - four (4) weeks vacation. *04-04*
- (e) 3,201 - 5,200 days - five (5) weeks vacation. *04-05*
- (f) Over 5,200 days - six (6) weeks vacation. *23-06*

6.02

Vacation Pay shall be paid to employees at the time of vacation, weekly with regular earnings or deposited in trust and paid if requested on the following basis:

- (a) 4% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (a) and (b) above.
- (b) 6% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (c) above.
- (c) 8% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (d) above.
- (d) 10% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (e) above.
- (e) 12% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (f) above.

6.03

An employee who loses his seniority rights through voluntary separation, shall have his vacation credits included with his pay, at time of separation.

6.04

Employees wishing to take vacation time off will make arrangements with his immediate supervisor four (4) weeks in advance. Such vacation time shall be for a period which is mutually agreed. If for any reason the employee cannot be granted his vacation on

6.04 (Cont'd.)

the date requested, the employee shall be notified, in writing, at least three (3) weeks in advance of the date requested.

- 6.05 The Employer shall provide vacation application forms in multiple copies so that an employee shall have for himself a copy of his request signed by the appropriate Company official.
- 6.06 Subject to the foregoing, an employee shall be granted vacation time off on dates requested unless it causes acute manpower shortage in his classification at his jobsite. Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) consecutive calendar days. Vacation Pay will be paid in proportion to the time taken unless the employee makes a request, in writing, to be paid differently.
- 6.07 Should two or more employees apply for the same vacation dates, the date of application shall determine. Should the date of application be the same, seniority shall determine.
- 6.08 Vacations shall commence on the first day of an employee's normal work week, unless other arrangements can be made between the employee and his supervisor so that adjustments in the scheduling of crews can be kept to a minimum. Vacation Pay, in accordance with Clause 6.02, shall be on a separate cheque and paid not later than the Friday preceding the day that the vacations are due to commence.

- 6.09 Employees who do not wish to take vacation time during the current year will, upon application on forms provided, be paid all earned percentage of accumulated gross earnings to the end of the previous computer payroll year. Such employees shall be paid not later than three (3) weeks after the date of application.
- 6.10 If an employee has not collected his Vacation Pay as provided for in this Article, the Company shall pay same at the end of the second payroll year, but only up to the end of the previous computer payroll year.
- 6.11 If, during the life of this Agreement, any legislation is proclaimed which provides for more Vacation Pay than is provided for in this Article, the legislation shall have effect from the date of proclamation.

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ARTICLE VII - HOLIDAYS WITH PAY

- 7.01 Qualified employees covered by this Agreement shall be paid for the following holidays without the performance of work, providing the qualifying time is worked on the Fibre Resources operations of the Company.

Good Friday
 Victoria Day
 Canada Day
 Labour Day

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The holidays as outlined above shall be observed on the official date as declared by Provincial Legislation, unless otherwise mutually agreed. If any of the above holidays fall on the employee's scheduled day or days off, the employee shall be granted extra day or days off as his holidays with pay.

- 7.02 To be eligible for pay for the holidays, as outlined in Clause 7.01, employees must qualify as follows:
- (a) For employees whose names have not been entered on the seniority list as per Clause 12.03, the required days worked between holidays shall be fifteen (15) days.
- (b) Employees must have worked the last scheduled shift before and the first scheduled shift after the holiday, except when the employee is on vacation or is absent due to a confirmed illness or accident, in which case the employee shall be paid if he otherwise qualifies. Employees on vacation or absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence. A special leave of absence for any of the above holidays may be granted to employees who have to travel long distances to be home for the holiday, provided that a request for such leave is made five (5) days before the holiday.
- (c) Employees who otherwise qualify but are laid off on any of the twenty-five (25) calendar days immediately preceding the holiday will be paid for the holiday. Employees who otherwise qualify but who are laid off prior to the pay period in which the holiday occurs, will not be paid at the time the holiday is due. Such holiday or holidays pay will be added to the first payroll period after recall .
- 7.03 Employees who meet the other requirements of this Article, and who work on or after 30th November of any calendar year, shall be granted three (3) bonus days. These days may be taken separately as requested by the employee with the same conditions applying as with Floating Holidays in Article 8.03.
- 7.04 An employee does not have to report before or after the stipulated day as per 7.02(b), if his regular employment is not available.

- 7.05 All employees qualifying for a paid holiday, except those working on negotiated piecework rates, shall receive pay for the holiday at their regular rates. Those working on negotiated piecework rates shall receive pay for the holiday at the general labour rate, plus 8 per cent.
- 7.06 All employees who qualify for a paid holiday and work on the paid holiday will receive pay for the time worked at time and one-half and, in addition, will receive the "Holiday Pay" for which they qualify. All employees who do not qualify for pay for a holiday and work on such holiday shall receive pay for the time worked at time and one-half. Days absent from work while on vacation, and all days for which an employee received pay or part pay, shall be considered as days worked for the purpose of qualifying for a paid holiday.

ARTICLE VIII - FLOATING HOLIDAYS



- 8.01 Every employee covered by this Agreement is entitled to three (3) Floating Holidays with pay provided he/she meets the following requirements:
- (a) To be eligible for the first Floating Holiday, an employee must have 150 days seniority and have worked 25 days in the previous payroll year.
 - (b) To be eligible for the second Floating Holiday, an employee must have 150 days seniority and have worked 50 days in the previous payroll year.
 - (c) To be eligible for the third Floating Holiday, an employee must have 150 days seniority and have worked 100 days in the previous payroll year.
- 8.02 It is further agreed that an employee may elect to take eight (8) hours pay in lieu of time off.

- 8.03 Time off must be arranged with the employee's immediate supervisor, and an employee who does not take the Floating Holiday when the Fibre Resources are operating will be paid for the day during the last week of operations prior to the regular fall shutdown. The Floating Holidays will not be accumulative from year to year.

ARTICLE IX – NO STRIKE – NO LOCKOUT

- 9.01 It is agreed that all disputes shall be settled in accordance with the procedure set forth in Article XIII of this Agreement, and that there shall be no strikes caused; called or supported by the Union or its members against the operations covered by this Agreement nor lockouts by the Employer during the life of this Agreement.

ARTICLE X – WORKING AND LIVING CONDITIONS

- 10.01 The Employer agrees to abide by the terms and conditions of the Logging Camps Act 1960, the amendments thereto and the regulations thereunder. The Union agrees that the workmen covered by this Agreement will cooperate with the Employer in maintaining the general rules of cleanliness and order in the living quarters, mess halls, outhouses and surroundings of camps and places of work.
- 10.02 Subject to this Agreement, it is clearly understood and agreed that it is the sole right of the Employer to administer Fibre Resources operations, direct employees in such a way as to ensure maximum efficiency, change its methods or system of operation and distribute work. The Union shall be advised of any significant change in operations at least thirty (30) days in advance of the introduction of such change.

- 10.03 The Employer agrees to discuss with the Union in each particular operation, ways and means of improving conditions for all employees covered by this Agreement and also the interpretation of this Agreement.
- 10.04(a) The weekly pay period shall be the period commencing on 8:00 a.m. each Sunday and ending at 8:00 a.m. on the following Sunday. Weekly pay cheques will be available at the end of the regular shift on the first Friday following the end of the weekly pay period. However, there may be occasions when such things as weather conditions, computer breakdown, transportation difficulties, etc., etc., will arise which will prevent the Company from meeting this commitment. If such is the case, cheques will be distributed as soon as they are available.
- For each pay period, a memo of earnings slip will be issued to each employee giving the following information: the period covered, hours and/or days worked, rates of pay, walking and riding time, number of cords, units or cubic metres, number of piles, earnings and deductions and any other pertinent information.
- (b) Employees covered by this Agreement, who experience a two (2) week delay in Workers' Compensation payments, will, upon request, be advanced an amount equal to the Workers' Compensation payment.
- 10.05(a) When van purchases are made, the employee will be given an itemized bill showing date of purchase and price of each item.
- (b) Except in case of emergency, in camps, van shall be available and open a minimum of two nights a week on Tuesday and Thursday for at least two hours each night between the hours of 6:30 p.m. and 9:30 p.m.
- (c) Van shall be sold to employees at no profit to the Employer.

- 10.06(a) **Only factory-built buses, automobiles or snowmobiles shall be used for the ground transportation of men. Such vehicles to be kept clean and in good repair so as to provide the safe and comfortable transportation qualities intended. Same to have adequate seating accommodation for all 1 on board. Tools and gasoline containers are to be transported separately.**
- (b) **Shelters shall be provided at waiting and/or lunch places and shall be equipped with oil stoves or wood stoves that shall be equipped to meet the fire regulations. It is nevertheless agreed that when it is necessary to take fire prevention precautions in the summer, no fires will be permitted in such shelters.**
- A committee of Union and Management shall be formed to cover all Fibre Resources operations to inspect all lunch shelters. Union Representatives will be reimbursed for any time lost, The Company agrees to consider all reasonable recommendations made by said committee.**
- (c) **Where employees provide a Coleman stove for their own use in lunch shelters, the Employer will make such stoves available at cost less a subsidy of \$10.00 per stove. The Employer will provide free fuel and will also stock parts for sale at cost. The use of such stoves shall not be restricted during the fire season unless Government Regulations dictate otherwise.**
- 10.07 **Employees taken from their job to fight forest fire will be paid their regular rates for such work, except those working on negotiated piecework rates who will be paid the General Labour Rate from the time they are taken from their jobs. It is further agreed that the Employer will make every effort to limit the daily working time on fire fighting to eight (8) hours.**

- 10.08 When pulpwood has been destroyed by fire before being scaled, such wood shall be paid for at the agreed rate. The Employer will make every effort to establish the quantity of wood burned with a reasonable degree of accuracy. It is agreed that the man or men responsible for starting the fire will not be paid for any pulpwood which he or they may have lost.
- 10.09 Employees losing personal belongings through fire while on the Employer's operations will receive 75% of the cost of the personal items lost to a maximum of \$200.00. In addition, the loss of a chain saw due to fire will be reimbursed up to 75% of the cost to a maximum of \$300.00.
- 10.10 Employer regulations require every chain saw operator to have a reliable fire extinguisher on his person when using a chain saw during the fire season. The Employer will make available suitable fire extinguishers to saw operators free of cost. The fire extinguishers shall be on loan to the employee and he shall return it in good condition to the Employer at the end of the fire season. If the fire extinguisher has been lost or damaged, he shall compensate the Employer for the cost of same.
- 10.11(a) At each operating camp, and where practical on worksites, a separate building will be provided for the storage and repair of power saws and shall be large enough to be adequate and have sufficient space for storage and, in addition, shall be adequately lighted and heated, and equipped with work bench and vice to facilitate repair of power saws. On cutting operations, under Schedule "C", the Employer will supply chain saws and parts to be sold at the Employer's invoice cost to the employee, if so requested.

10.11(b) On cutting operations under Schedule "C", it is agreed that the employees may be required to supply their own power saws. However, the Company shall have on all such operations, spare power saws that the employee may rent; should the employee's saw break down. Such spare saws shall be available on the basis of one (1) spare saw for every five (5) cutters. The Company may charge the employee \$4.00 per day hire for such saw. The period of hire shall not be longer than five (5) days.

(c) On cutting operations under Schedule "D" and on a voluntary basis, subject to approval by the Company, it is agreed that employees may use their own power saws. However, the Company shall have on all such operations, spare power saws that the employee may rent should the employee's saw break down. Such spare saws shall be available on the basis of one (1) spare saw for every five (5) cutters,

The Company may charge the employee \$7.00 flat rate per day hire for such saw. The period, of hire shall not be longer than five (5) days.

The amount to be paid to employees working under Schedule "D" will be \$1.70 per hour for their own saws, This \$1.70 per hour allowance includes hire for saw, cost of parts, chains, bars, fuels, lubricants and maintenance.

(d) Strip width shall not exceed 20 meters for 2.50 meter length pulpwood and 24 meters for 1.25 meter length pulpwood. On side hill roads, pulpwood should not be handled more than 4.5 meters on the lower side of what is known as a side hill road. Wood must be piled on the upper side of a side hill road, and all piles must be suitable for scaling.

10.12(a) Marked gas (which is exempt from Provincial Gas Tax) and oil for chain saws will be made available for purchase in camps and on worksites for employees for chain saw purposes only.

(b) The Company agrees to supply chainsaw files as required.

- 10.13(a) On mechanical skidding operations, chain saws will be supplied by the Employer. In the event that in a spirit of cooperation, due to an emergency, an employee uses his own saw on any mechanical skidding operation, he will be paid chain saw rental at the rate of \$4.00 per day with gas and oil supplied free of charge by the Employer.
- (b) When an employee is transferred to cutting operations under Schedule "C" from another classification, the Employer will rent the employee a saw for a reasonable period of time at the rate of \$4.00 per day, gas and oil paid for by the employee.
- 10.14(a) Tradesmen, such as mechanics and carpenters, may be required to supply all hand tools for their personal use, customarily furnished by tradesmen of their craft. Mechanics' tools over one-half inch drive and taps and dies shall be provided by the Employer free of charge.
- (b) Unless otherwise specified in this Agreement, all hand tools required on the job will be made available to pieceworkers and others on loan. No person shall be required to own or rent any tools or equipment as a condition of employment unless otherwise specified in this Agreement. When tools are provided on loan by the Employer, such tools will be charged in full if not returned. If returned in worn out or broken condition, they will be replaced by the Employer.
- (c) It is recognized as most desirable that repairs to mechanical equipment and welding be performed under shelter. The Employer agreed to make every reasonable effort to ensure this condition.
- (d) Tradesmen who lose tools by means of theft while on Company operations will be compensated by the Employer where there is evidence of theft.
- 10.15 Day workers using their own power saws will be paid on the following basis:
- (a) For road cutting - \$5.50 per day. Gas and oil to be supplied by the Employer without charge.

10.15 (Cont'd.)

(b) For improvement jobs - \$5.00 per day. Gas and oil to be supplied by the Employer without charge.

(c) The Foreman is to decide if the chain saw is to be used and inform the man to take his saw to the job, in which case he will be paid the full day's hire whether his saw is used or not.

(d) Saws are not to be left on the job indefinitely for hire purposes, i.e., a man, on being told that his saw is required on a certain day, will not be able to leave it there for another day or days and expect to collect hire.

10.16 The Employer agrees that there shall be no shacking or batching on their Fibre Resources operations except by mutual agreement between the parties and under conditions mutually agreed to before any shacking or batching commences.

10.17 It is agreed that the Employer will maintain good conditions in respect to cleanliness, sanitation and health, and it is the duty of the employees to cooperate in this regard. Employees' living and service quarters will be washed and disinfected at least once each week and the Employer will continue to provide improved camp facilities.

10.18(a) All camps shall have inside toilet facilities, single tier beds, and shall be furnished with a wardrobe-type storage locker for each employee for hanging his clothes. The locker shall be of sufficient height for an inside shelf at the top and inside storage of footwear at the bottom. The company will provide, within the camp, an area where employees may hang work clothes.

(b) Inside toilet facilities, washroom facilities and drying rooms shall be accessible without travelling outdoors.

(c) Employees on other than regular day shift shall have separate sleeping quarters to enable them to obtain proper rest.

- 10.18(d) Cookhouse and Bunkhouse staff shall have separate sleeping quarters, separated from the kitchen and dining room facilities to the extent that these operations will not unduly heat or disturb their sleeping quarters.
- 10.19 Camps shall be constructed so as to accommodate all employees with not *more* than two (2) per *room*. The rooms shall measure approximately 8' x 10'. All beds and mattresses shall be of good quality and maintained in a serviceable condition 'at all times. The Employer shall continue to provide spring-filled mattresses and bedding consisting of pillows, pillowcases, sheets and blankets. Pillowcases and bed sheets will be changed once a week. Clean blankets shall be supplied upon hiring or transfer from another worksite, and shall be changed as required. Such items of bedding must not be removed from the Employer's premises except by those employees who must do so in the course of their duties.
- 10.20 All camps shall be of smooth wall construction inside. All camps shall be maintained in such a manner as not to be drafty during winter months and to keep out pests during the summer.
- 10.21 All camps shall be properly lighted and it is agreed that flat wick lamps are inadequate for proper lighting. All camps of a permanent or semi-permanent nature shall have electric lighting. Where practical, painting will be done to aid in the desirable condition.
- 10.22 All camps shall have separated proper washing facilities including adequate showers. The Employer shall provide proper facilities for washing clothes in the form of washing machines and an adequate supply of hot and cold water. In camps where washing machines are presently made available for the use of cookery personnel, such machines are to be made available to all other employees.

- 10.23 All camps shall have separate drying rooms adequate to the extent that it will not be necessary for employees to have wearing apparel and/or footwear drying in their sleeping quarters. It is agreed that drying rooms must be large enough to accommodate all employees, each of whom shall have, for his use only, a hanger-type device to facilitate the drying of wearing apparel.
- 10.24 All camps shall have a recreation room for the use of employees. Such rooms shall be large enough and equipped to accommodate at least half the employees in a comfortable manner.
- 10.25 All Bunkhouses will be supplied with water coolers and paper drinking cups except where drinking fountains are provided in the Bunkhouse.
- 10.26 The Employer will provide a colour T.V. set for the use of the camp where T.V. is available and, in addition, where future replacements are made, a colour T.V. set will be provided for Cookhouse personnel. Radios will also be provided.
- 10.27(a) Food shall be handled in a sanitary manner at all times. Food served to employees in the camps shall at all times be of high quality and of reasonable variety and sufficient quantity.
- (b) Fruit juices shall be supplied for breakfast.
- (c) Fresh apples and fresh oranges shall be made available in Cookhouse five (5) days a week. Two additional items of fruit shall be made available two (2) days per week.
- (d) Every reasonable effort will be made to make available two (2) varieties of fresh meat for all take-out lunches. Suitable material will be supplied for the wrapping of lunches.

- 10.27(e) A hot mid-shift lunch shall be made available to night-shift employees who are within walking distance of the cookery. All others shall have available a suitable lunch shelter, which, in addition to provisions contained in this Agreement, shall be adequately lighted.

(For the purpose of this Clause, walking distance shall be defined as a distance which will permit an employee to travel on foot from his worksite to the cookery for his lunch and return to his worksite within the time period allotted for lunching.)

- (f) The Employer shall maintain at all camps *non-carbonated* fruit-flavoured cold drink dispensers. The Employer shall maintain steam tables in all camps, and where new camps are constructed, such camps shall be equipped with additional electrical appliances to meet the needs of the cookery.
- (g) An exhaust fan will be installed in Bunkhouse washrooms and in the Cookhouse.
- (h) Food coolers will be provided in all Cookhouses.
- (i) The Employer will provide reconstituted (powdered) milk in all camps.
- 10.28(a) Where a mid-day meal is taken, a ten-minute coffee break is allowed in the morning and in the afternoon.
- (b) Where men lunch away from camp, they may decide themselves on a crew basis, to take their lunch at mid-day with ten-minute coffee break in the morning and afternoon, or they may have two regular lunch periods of 40 minutes each per day.
- (c) During work hours, coffee breaks shall be on the Employer's time.
- (d) The present practice regarding evening snacks will continue.

- 10.29 In 1993, the Board Rate will be set at \$10.00 per day. In 1994, the Board Rate will increase to \$11.50 per day. In 1995, the Board Rate will increase to \$13.00 per day..
- 10.30 The following clothing allowance will apply: For cooks, second cooks and cookees, who are required to wear white clothing, seventy cents (\$0.70) per day. This allowance is being paid to the above-mentioned staff with the understanding that a white shirt and white pants shall be worn in the Cookhouse at all times. All other employees who have accumulated a minimum of one hundred (100) days of seniority at the end of the previous computer payroll year shall, after spring recall, receive an \$80.00 annual clothing allowance to be paid on a separate cheque.
- 10.31 All employees transferred on a temporary basis from one camp to another at the Employer's request shall be paid all authorized travelling expenses. Travelling expenses will include board, lodging and wages while in transit.
- 10.32 Hand cleaner and waste rags shall be made available for mechanics and others repairing mechanical equipment, at their place of work.
- 10.33 When camps are in use, the Employer agrees to put forth reasonable effort to maintain camp access roads in fair condition.
- 10.34 The dining room will be made available to Union Representatives for holding Union meetings subject to availability of the room and consent of the Camp Foreman.

- 10.35 It is agreed that the Employer and the Union shall cooperate collectively in improving safety and first aid practices. The Employer agrees to maintain good work trails and will also maintain good and safe transportation practices, and further agrees that at least one member of the crew in each camp or on each worksite will be qualified to render first aid. It is agreed there shall be emergency first aid kits in all camps, and, where practical , at or near worksites and in all vehicles and boats regularly used for the transportation of men. All employees will be provided with a mini-safety kit.
- 10.36 Mobile radio telephones shall be installed in all camps, in suitable booths, and shall be made available to all employees. Employees using this service must do so at their own expense.
- Suitable two-way communication will be installed in commuter buses.
- 10.37 The Company shall provide the Union Steward in each operating camp with a suitably equipped room in the Bunkhouse in which to conduct Union business.
- 10.38 The Company agrees to maintain garage environment so that there is no danger to employees health due to exhaust fumes.
- 10.39 Whenever the employees or the Union organizes a Recreational Committee in a camp, the Employer will appoint a member to that Committee. Such Committees will review the recreational needs of that particular camp and make recommendations to the Employer. The Employer will give due consideration to all reasonable recommendations.
- 10.40 All bulldozers will be equipped with suitable cabs during winter months.

10.41 *791A
7999* Employees working in the main garage at Grand Falls, who are required to work overtime in excess of one hour without prior notice will be provided with a meal. The lunching time required to eat such meal will be limited to twenty (20) minutes. Prior notice means prior to the start of the shift.

10.42 Bulletin Boards

The Employer shall provide, for the sole use of the Union, a bulletin board, similar in all respects to that of the Employer's, at each place where the Employer has a bulletin board.

ARTICLE XI – HOURS OF WORK

11.01 The standard work week for operations shall be six (6) days per week, Monday to Saturday inclusive.

11.02(a) *34
4000* The regular work week shall be forty (40) hours, composed of five (5) shifts of eight (8) consecutive hours per day, meal time excepted, from Monday to Friday inclusive, or Tuesday to Saturday inclusive for all employees, unless otherwise specified in this Agreement. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day, and shall be paid in accordance with the provisions of this Article. If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.

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(b) Meal time for lunch, i.e., the mid-workday meal or lunch, shall be one hour after approximately half of the work time of the shift has expired, or as otherwise agreed between the parties.

11.03(a) For the purpose of this Agreement, Sunday shall begin at 7:00 a.m. Sunday and end at 7:00 a.m. on Monday.

- 11.03(b) A holiday, under Article VII, shall begin at 7:00 a.m. the day of the holiday and end at 7:00 a.m. the day following the holiday.
- (c) An employee's scheduled day off (Saturday or Monday) shall begin at 7:00 a.m. on that day and end at 7:00 a.m. the day following.
- 11.04(a) The day shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., meal time excepted.
- (b) The night shift consists of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., meal time excepted. *2:00 p.m. 5:00 a.m.*
- (c) A second shift differential of fifty cents (55¢) per hour shall be paid in addition to the regular rates for all second shift work.
- (d) On other two-shift operations, the first shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence prior to 7:00 p.m. and shall carry the regular shift differential.
- (e) If it becomes necessary to work a three (3) shift operation, the first shift, i.e., the day shift, shall be worked within the time specified in 11.04(a) with the second shift immediately following the first shift, and the third shift immediately following the second shift. Under these conditions, the work day or shift shall consist of eight (8) consecutive hours plus the shift differential as provided for in 11.04(c) for the second shift and a shift differential on the third shift of sixty cents (60¢) per hour. Meal time shall be 20 minutes and on the Employer's time, approximately four (4) hours after the shift commences. *45 (1:00) 1:00*

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11.04(f) The hours of work and the scheduled day off (Saturday or Monday) shall be scheduled and posted on the Company and Union bulletin boards not later than 7:00 p.m. on Thursday of the previous week. Failing such posting, unless the employee is personally notified, before the regular quitting time of his fifth weekly shift, or a change in his schedule for the coming week, the schedule of the week previous shall apply. The starting and stopping times and shift schedule shall remain constant and fixed during the weekly periods subject to the following:

1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked, and, if not, time and one-half shall apply. An employee cannot be short-shifted by reason of changing shifts, i.e., if this takes place, he shall be paid for the shift or shifts lost at his regular rate.

2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a two-hour period, and in such cases, the work shift shall take place between the hours of 7:00 a.m. to 6:00 p.m. or 7:00 p.m. to 6:00 a.m. as the case may be.

11.05(a) If an employee is required to work on his scheduled day off (Saturday or Monday) or Sunday or a holiday under Article VII, or Christmas Day, Boxing Day or New Year's Day, such overtime shall be scheduled and posted in the same manner and with the same conditions applying as for the hours of work and the scheduled day off (Saturday or Monday) under 11.04(f). If he is available for posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive two (2) hours pay at

11.05(a) (Cont'd.)

time and one-half. If requested by the Employer, the employee must remain available for the two (2) hours to be eligible for such pay. If work commences during the two (2) hour period, he shall receive pay at time and one-half for all time worked plus time and one-half for idle time when available or two (2) hours at time and one-half, whichever is the greater.

12/7
 (b) Employees covered under Schedule "A" will be paid double time for all time worked in excess of eight (8) consecutive hours on Sundays, except in the case of ship loading and unloading in which case employees covered under Schedule "A" will be paid double time for all time worked in excess of twelve (12) consecutive hours on Sundays.

(c) An employee called out after the completion of his regular shift will be paid a minimum of four (4) hours or time and one-half for hours worked, whichever is greater. *4 1/2*

11.06 The Employer has the right to enforce the hours of work. Time worked in excess of eight (8) hours per day, or shift, all hours worked on Sunday, except as provided for in 11.05(b), all hours worked by an employee on his scheduled day off, (Saturday or Monday), or outside his scheduled day or shift, and all hours worked on holidays, under Article VII, and all hours worked on Christmas Day, Boxing Day or New Year's Day, shall be paid for at time and one-half. All time worked in excess of eight (8) hours on Sunday will be paid at double time. Premium time will not apply to fire fighting.

11.07 Time spent travelling to and from work shall not be considered as time worked, unless otherwise specified. Walking and riding time shall -be paid for as stipulated in this Agreement.

11.08 Cooks, second cooks, cookees, watchmen and bunkhousemen are not subject to the provisions of this Agreement providing for a 5-day work week and eight (8) hour work day or shift. In lieu thereof, they shall receive alternate weekends off from Friday noon until Monday noon without loss of pay. If Friday is a holiday, time off without loss of pay shall begin on Thursday noon. If Monday is a holiday, time off without loss of pay will be extended to Tuesday noon; in both cases; as his holiday with pay if he qualifies. This is not to be construed as a right upon which a claim for extra pay may be made if not availed of.

11.09 In cases of lay-off, Cookhouse and Bunkhouse staff shall be paid, in lieu of their earned time off, for all days worked since their last scheduled weekend off at the calculated rate per day, which is equivalent of their actual rats for days worked, i.e., 5 1/2 days per week.

11.10(a) Employees working on incentive bonus and/or piecework covered by a guaranteed rate will be governed by the following breakdown clause:

"Should a machine break down, an employee who has to stop work before he completes his shift shall have his time calculated as follows:

1. The Employer shall pay all the remaining hours lost from work on incentive bonus and/or piecework covered by a guaranteed rate during that shift at the employee's regular rate of pay.

2. Fellers and buckers may be required to continue cutting, in which case this may be done on their regular cutting strip until such time as it interferes with their ability to earn bonus. At this point, they will move to another strip other than the one on which they were working at the time of breakdown. In so doing, all hours worked on the separate strip shall be kept separate and apart from any hours worked on incentive bonus and all wood produced during such time will be considered the Employer's wood and will not be included with the wood produced on bonus.

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11.10(a) (Cont'd.)

With reference to the foregoing, the skidder operator shall be required to make every reasonable effort to immediately notify the Supervisor.

(b) All other employees shall be governed by the following breakdown clause:

An employee reporting for work as directed shall not be sent home because there is no work available due to a mechanical breakdown. In such cases, the employee will be offered alternate work (which may include cutting under Schedule "C") to complete the first day of such reporting, at his regular rate of pay or the prevailing rate for the job performed, whichever is higher.

In 11.10(a) and 11.10(b), alternate work shall be offered for the next shift. In such cases, the employee shall be paid at his regular rate for such alternate work. In both of the foregoing Clauses, if it becomes necessary to change an employee's shift, in order to offer such alternate employment, the Employer will not be subject to the penalty provided for in Clause 11.04(f) 1. of this Agreement. Furthermore, in both of the foregoing Clauses, should the employee refuse to perform the alternate employment, he loses his rights to the provisions contained herein.

If no alternate work is available, the employee shall be paid the shifts referred to above at his regular rate.

With reference to all of the foregoing, the employee must remain available for work.

Where any breakdown continues for more than the shifts referred to above and no other suitable work is available, the employee shall be offered cutting under Schedule "C" but shall not lose his seniority if he elects not to accept it.

If the breakdown continues for more than one full week beyond the week in which the breakdown occurs, or if, as a result of the breakdown, a

11.10(b) (Cont'd.)

decision is made to phase out the broken-down machinery, the employee may, if he so desires, exercise his seniority as per Article XII. Any employee who elects not to exercise his seniority or accept the alternate work will be laid off. Recall will be in accordance with Clause 12.01.

Note : For the purpose of this Article, power saws are not considered to be machines.

11.11 When work has to be discontinued after commencing, an employee shall receive a half day's pay if the number of hours worked is less than four, and a full day's pay is the number of hours worked is more than four.

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11.12 An employee, who during his scheduled work week, reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, shall receive two hours pay at his regular rate unless he was notified previously that work would not commence, and providing that when requested to do so by the Employer, the employee shall remain available for work for the two hours. An employee in a camp operation shall be deemed to have reported for work once he leaves the immediate camp premises. Camp premises is defined as the area that is covered by a radius of 300 meters from the main entrance door to the Cookhouse. An employee on commuter operations shall be deemed to have reported for work when he arrives at the marshalling point. This Clause does not apply when the reason for non-commencement is due to Acts of God.

11.13 An employee who, when recalled, reports for work as directed and no work is available, shall be paid for all regular working hours spent waiting to go to work at the rate of the job for which he was recalled. It is understood the employee can be offered alternate employment and, if refused, he is not entitled to any payment.

ARTICLE XII - SENIORITY

12.01(a) There shall be two types of seniority:

- (a) General Seniority
- (b) Classification Seniority

(b) All employees will accumulate General Seniority for the administration of all service-related benefits.

27/210 (c) For the purpose of hiring and lay-off, a person's position on the Frozen Seniority List of June 30, 1991 will prevail, provided the senior employee is capable after a reasonable period of training. *25.2*

(d) Employees will accumulate seniority for all time worked in a particular classification. It being understood that an employee may have more than one type of Classification Seniority.

(e) When considering seniority for promotions and demotions, the first consideration shall be Classification Seniority. Where Classification Seniority is equal, position on the Frozen Seniority List shall be considered. *27/A*

(f) When a vacancy occurs at a camp or operation because of accident, illness, leave of absence, etc., the foreman may fill the vacancy on a temporary basis with an employee from that camp or operation with seniority in the classification. Employees will be offered the temporary position in order of seniority in that classification. A temporary placement will not remain in the position beyond the end of the calendar week following the week in which the temporary placement became necessary.

(g) If the vacancy continues beyond the time limit specified above, the position will be filled by the employee with the most Classification Seniority who is not working in that classification at that time and wishes to accept the position.

- 12.01(h) The employee placed on a temporary basis will continue to accumulate seniority in his previous classification unless he is not replaced, in which case he will accumulate seniority from the date he was originally placed.
- (i) The decision on the part of the employee not to accept a position when offered will not affect his position in a classification should future opportunities become available.
- 12.02 **Seniority and Classification** Seniority shall be accrued for all days on authorized vacation, for all authorized holidays for which the employee is paid and for all days that would have been worked but were lost because of confirmed illness or injury or leave of absence or Union business, but such service will not be considered to the extent to change his or her position on the Seniority List.
- 12.03 An employee not on the Seniority List shall be entered on the Seniority List when he has accumulated thirty (30) days of work and his seniority shall be effective from the date of employment.
- 12.04 When the time of recall has been determined following a general shutdown, adequate notice will be given by telephone advising an employee of the date to report for work and the employee will be expected to report for work on the date specified unless other arrangements have been made. It is the responsibility of the employee to advise the Company of any change in address or telephone number on record at the employment office. In recalling employees after a general shutdown, the Employer shall be allowed a leeway of 10 days during the period of recall. The Employer will only exercise the 10-day leeway when to do otherwise would cause hardship to an employee or seriously hamper the Company operations. It is understood and agreed that the provision of 10 days leeway does not apply to any work that may become available during the period of general

12.04 (Cont'd.)

shutdown, nor following temporary lay-off such as may be caused by weather and the conditions following therefrom. Notwithstanding the foregoing, when emergency jobs of short duration have to be done during periods of general shutdown) the Company will *not be* required to recall the most senior employees.

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- 12.05 Subject to the provisions of 12.02, employees who are prevented from continuing work because of sickness or accident will accrue their seniority during the period of absence required to recover from such sickness or accident, it being understood, however, that a medical certificate of fitness shall be required for purposes of rehiring.
- 12.06 Employees who have to leave the job because of personal injury or sickness shall return to the job from which he left if same is continuing. Otherwise, he will be placed *according* to his seniority. A medical certificate of fitness shall be required for the purpose of rehiring.
- 12.07 Where the term "camp" is used, it shall also mean commuter operation.
- 12.08(a) In the case of a planned ~~general-shutdown~~ a notice will be posted on all bulletin boards in areas where the shutdown applies. In cases of lay-off, other than those caused by Acts of God, employees shall be given written notice of such lay-off or one (1) week's pay in lieu thereof. For the purpose of this Agreement, an Act of God shall include weather conditions and any other conditions over which the Company *does* not have control.
- (b) When lay-offs are required due to the completion of seasonal operations, or a part thereof, each employee so affected will be permitted to exercise his seniority to transfer to another job if he so

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- 13.02(a) Where possible, the Union shall arrange for the election, from its working membership at each camp or worksite by the members therein, of a Union Committee of up to three (3), one of whom shall be the Union Steward and spokesman for that Committee. Immediately after an election, the Union will notify the Company, in writing, as to the name of the Union Steward and Committee men. The Foreman shall not be required to recognize either the Union Steward or the Union Committee until such time as this procedure is carried out.
- (b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Committee men.

- 13.03 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 his Employer covered by this Agreement involving the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement.

Stage 1: Complaints of employees *must* first be taken by the employee himself directly to the Foreman and/or his representative for adjustment without undue delay but, in any event, not more than thirty (30) days immediately following the occurrence or event giving rise to the complaint. It is understood that an employee may, if he so desires, be accompanied by the Union Steward and/or representatives. If the complaint is not adjusted satisfactorily within three (3) days, the matter becomes a grievance and must be taken up at Stage 2.

No employee's grievance will be recognized until the Foreman has first had an opportunity to settle the complaint, providing the employee remains employed under the same Foreman. If the employee is no longer employed under the same Foreman, the grievance may be taken up commencing at Stage 2.

13.03 (Cont'd.)

Stage 2: The matter shall be taken up by the Union Committee and/or Union Representative with the Area Superintendent or his representative or, in the case of a non-working Contractor, with the Contractor or his representative, within three (3) days from the end of the three (3) day period in Stage 1, in writing, on forms supplied by the Union. When a grievance is submitted in writing, it will be dealt with in writing at all stages thereafter. The Area Superintendent or his representative shall make a reply, in writing; and, failing a satisfactory adjustment within three (3) days, then:

Stage 3: In all cases the matter will be referred to the General Operations Superintendent, or his representative within three (3) days from the end of the decision period in Stage 2. Failing a satisfactory adjustment within four (4) days, then:

Stage 4: The matter shall be referred to the Fibre Resources Manager, or his representative, within three (3) days and failing a satisfactory adjustment within fifteen (15) days, then:

Stage 5: Either party may, within the following fifteen (15) days, refer the matter to Arbitration. Failure of the griever of the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future similar grievance.

13.04

The Employer will notify the Local Union Secretary, in writing, at the time of discharge or suspension of an employee, giving the reasons for such discharge or suspension. A grievance arising from a claim of unjust discharge or suspension may be processed beginning at Stage 3 or the Grievance Procedure, in writing, not later than six (6) days after receipt of notification. Where it has been finally established by an Arbitration Board that an employee has been improperly discharged or suspended, he shall be reinstated in his former

13.04 (Cont'd.)

job without loss of seniority, and the consideration of his grievance shall include the determination of the extent, if any, to which he shall be compensated for lost pay, and reimbursement for the premium cost of any health and welfare coverage currently in effect. Arbitration will, in no way, award redress exceeding that which the employee would have earned in the Company's employ had he not been improperly discharged or suspended.

13.05(a) If the Union has a grievance as defined in Section 13.03, it shall commence at Stage 3 of the Grievance Procedure.

(b) Grievances of employees who are defined in Article III, Section 3.02(b) shall commence at Stage 2.

13.06 In Arbitration, the Employer and the Union shall each select one nominee, these two shall select a third party who will act as Chairperson. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the name of the other party's nominee and shall forthwith inform the other party of the name of the nominee. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two (2) nominees selected by the respective parties to select a third party as provided above, within ten (10) days, they shall ask the Provincial Minister of Labour and Manpower to appoint a third party and such appointee shall be accepted by both parties as Chairperson. If the party to whom notice is given fails to select an arbitrator within the period of five (5) days after receiving notice, the Provincial Minister of Labour and Manpower shall, on the request of either party, name an arbitrator on behalf of the party who failed to select an arbitrator.

- 13.07 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement, and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement, except arbitrations under Article IV.
- 13.08(a) Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Provincial Minister of Labour and Manpower, and shall share equally in the fees and expenses of the third member of the Board. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board.
- (b) The Arbitration Board shall file their decision with the parties within fifteen (15) days of the hearing.
- 13.09 Time limits specified in this Article may be extended by mutual consent of the parties, or by mutual consent of the respective nominees to an Arbitration Board. Saturdays, Sundays and holidays, specified in Article VII, shall not be included in any time limits of this Article.

ARTICLE XIV - SAFETY

- 14.01 The Company and Union shall cooperate in the prevention of accidents and industrial diseases and shall promote measures necessary to ensure the safety and health of all employees.
- 14.02 An employee who suffers an injury is required, subject to circumstances prevailing, to present himself as soon as practical to his supervisor, or his representative, who will arrange for first aid treatment and, in the case of a serious injury, have arrangements for medical treatment.

- 14.03(a) The Company and the Union mutually agree that it is desirable to obtain and maintain an accident-free experience in the Fibre Resources operations. To this end, the Employer will continue its search for improved and more varied items of safety apparel and safety devices in order to offer maximum protection to its employees.
- (b) The wearing of a safety hat is a condition of employment. Safety hats and harnesses will be made available to employees on loan.
- (c) The wearing of safety pants of a type approved by the Employer is a condition of employment for all employees using power saws, axes or pulphooks. The Employer will pay a subsidy of \$15.00 annually to employees who purchase approved safety pants.
- (d) The wearing of safety footwear is a condition of employment. Employees will be instructed as to what type of boot is to be worn, depending on the job being performed. An employee, upon proof of purchase of safety footwear, shall receive a subsidy of 30% of the cost to a maximum of two (2) pairs per year.
- (e) The wearing of eye protection is a condition of employment in designated areas. Approved eye protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. Items lost or damaged through negligence will be replaced by the employee at his own cost.
- (f) The wearing of hearing protection devices is a condition of employment for all employees working in areas where the noise level exceeds 85 decibels. Approved hearing protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. When lost or damaged through negligence, will be replaced by the employee at his own cost.


- 14.04(a) The Employer agrees that all those engaged in the transportation of employees in Employer vehicles will follow good and safe transportation practices.
- (b) The Employer agrees to require all others engaged in the transportation of employees on Employer's roads to engage in safe transportation practices.
- 14.05 Employees will not be assigned to work alone in an area that is considered dangerous.
- 14.06(a) A joint Union-Management committee will be established. There shall be a safety representative on each operation. The Union shall appoint Union representatives on this committee. Meetings will be held as required, but not less than once a month during the operating season. Meeting time and place to be arranged by the safety supervisor. 6/4
- (b) In general, the function of the committee shall be to advise the Company in all matters pertaining to the safety and occupational health of employees.
- (c) Minutes of committee meetings shall be kept, copies to be posted on the applicable notice boards and copies to be forwarded to the Union.
- 14.07 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.

ARTICLE XV - DISCIPLINE

- 15.01 Disciplinary action by an Employer may be taken against an employee for just cause. Just cause may be deemed to be, but not necessarily restricted to, violations of any of the following:
- a) Bringing liquor into the operations, or being under the influence of liquor while on the job.

15.01 (Cont'd.)

- b) Neglect of duty.
- c) Disobedience.
- d) Deliberate destruction or removal of the Employer's or other employees' property.
- e) Infraction of the regulations for protection of the forest from fires.
- f) Disorderly conduct.
- g) Dishonesty.
- h) Violation of safety regulations or safe working practices.
- i) Violating other rules of the Employer or standard practice to the detriment of the Employer, the Union or another individual.

- 15.02  Any employee subjected to disciplinary action, other than discharge, will be considered to have a clear record if he has no further disciplinary action taken against him, under this Article, for a period of twenty-four (24) months.

ARTICLE XVI - COMMUTING

- 16.01 A commuter, for the purpose of this Agreement, is an employee not obtaining board and lodging in a camp.
- 16.02 Each community from which employees commute shall have an agreed central place or places as a marshalling point for the purpose of commuting.
- 16.03 The Employer will provide free and acceptable transportation for commuters from the marshalling point to the disembarkation point in the work area. When transportation is by road, factory-built buses or automobiles will be used.

- 16.04 Employees shall not be allowed to commute to an operation in their own vehicles, except by arrangement between the parties.
- 16.05 If it becomes necessary to hire a man who is not a bonafide resident of a community from which free transportation is provided, board and lodging will be provided in that community by the Employer at the agreed camp rate.
- 16.06 Where camps are operating and board and lodging is available, employees who use their own transportation will not receive a commuting allowance.

ARTICLE XVII - WALKING AND RIDING TIME

- 17.01 Walking and riding time will be established on the following basis:
- a) For the purpose of this Article, it is agreed that an employee walks at the rate of three (3) miles per hour.
 - b) Time allowance for riding time from the designated starting point to the disembarkation point will be established between the parties. Where a commuter bus makes frequent stops to allow employees to disembark, the time lost shall not enter into the calculation for walking and riding time.
 - c) Where travelling time to the place of work is composed of walking and riding time, it shall be combined.
 - d) Walking and riding time from a camp shall be reckoned from the dining room door to the employee's place of work.
 - e) Walking and riding time for commuters shall be reckoned from the marshalling point to the employee's place of work.

- 17.02 Employees will be paid for walking and/or riding time to and from work over one-half (1/2) hour each way on the basis of a flat rate of \$9.00 per hour.
- 17.03 Walking and/or riding time shall not exceed one and one-half hours each way.
- 17.04 Where two separate crews travel on the same bus from the same marshalling point to separate disembarkation points, there will only be one designated riding and walking time.

ARTICLE XVIII - COOKHOUSE AND BUNKHOUSE STAFF

- 18.01 The cookery staff supplied for the workforce, including Supervisory personnel, shall be shown below. For the purpose of the Article, the cookery staff will not be considered part of the workforce.

<u>WORKFORCE</u>	<u>COOKERY STAFF</u>
1- 15 employees	1 Cook
16- 50 employees	1 Cook, 1 Cookee
51- 81 employees	1 Cook, 1 Second Cook, 1 Cookee
82-106 employees	1 Cook, 1 Second Cook, 2 Cookees
107-132 employees	1 Cook, 2 Second Cooks, 2 Cookees
133-155 employees	1 Cook, 2 Second Cooks, 3 Cookees
156-180 employees	1 Cook, 2 Second Cooks, 4 Cookees
181-205 employees	1 Cook, 2 Second Cooks, 5 Cookees

18.01 (Cont'd.)

For further increases in workforce, the Cookhouse staff shall be increased proportionately.

It is agreed that this Schedule may be changed by mutual consent during the term of this Agreement when labour saving devices or other factors reducing work are introduced.

Where it is mutually agreed that circumstances warrant, the Bunkhouseman will not be hired until the workforce exceeds fifteen (15) employees. The Bunkhouseman's duties will be performed by another employee as part of his daily duties.

When the number of employees in a camp reaches 110, an additional Bunkhouseman will be added, making a total of two Bunkhousemen. An extra Bunkhouseman will be added for every additional ninety (90) men thereafter.

In determining the number of Bunkhousemen to be hired, Supervisory personnel shall be included when calculating the number in the workforce.

- 18.02 Cookery staff shall not be required to do work aside from kitchen and dining room duties. The Bunkhouseman is not permitted to work at the preparation of food or the washing of dishes.
- 18.03 On camp operations, where shift work is carried out and 25% or more of the employees perform shift work, the Bunkhouseman will schedule his responsibilities around peak workload periods in the Cookhouse.
- 18.04 Cooks, who are required to work in excess of what is accepted as their normal hours of work in the preparation of food for firefighters, will be paid \$11.00 per hour for all such time worked.

ARTICLE XIX – BEREAVEMENT LEAVE

- 19.01 When death occurs to a member of an employee's immediate family, the employee will be granted leave to attend the funeral and shall be paid eight (8) hours at his regular straight time rate (pieceworkers shall be paid eight (8) hours at the general labour rate, plus 8%) for time lost to a maximum of five (5) consecutive days. When death occurs to a member of an employee's family, other than immediate family, leave will be granted under the same conditions, to a maximum of three (3) consecutive days. The intent of this Clause is to allow the employee to attend the funeral without loss of earnings. One day must be the day of the funeral, and pay will only be granted for the regular scheduled work days lost during this period.
- 19.02 Any claims for bereavement pay must be submitted to the Company by the employee accompanied by written verification from an acceptable authority. Such verification shall designate the employee's relationship to the deceased.
- 19.03 For the purpose of this Article, immediate family is defined as husband, wife, child, adopted and stepchild. Family, other than immediate family, is defined as father, father-in-law, stepfather, mother, mother-in-law, stepmother, foster parent, grandparents, grandchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister.
- 19.04 If an employee's family member dies while the employee is on vacation, his vacation shall be extended by the number of day bereavement leave for which he would have qualified.

ARTICLE XX – TRAINING

- 20.01 The Company and the Union support training and will cooperate in the implementation of a training plan. There shall be a training committee of Union and Management which will define the parameters of quality and quantity of work performed.

ARTICLE XXI - FRINGE BENEFITS

- (a) Group Life Insurance
- (b) Weekly Indemnity
- (c) Medical & Drug Plan
- (d) Accidental Death & Dismemberment Plan
- (e) Dental Plan
- (f) Pension Plan
- (g) Long Term Disability Plan

The above negotiated plans form part of this Agreement. This will only be altered, extended or cancelled in whole or in part by mutual consent of the parties hereto.

ARTICLE XXII - JURY DUTY

- 22.01 Any employee who is summoned by a court or other agency with such authority, for jury duty, or to attend a hearing, 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 and time spent incidental to the matter before the court, arbitrator or other judicial body. This clause does not apply in the case of accused or the Grievor.
- 22.02 When an employee is called for duty as in 22.01 and is scheduled to work on the midnight shift prior to court convening, he shall have this shift off with pay.

ARTICLE XXIII - LEAVE OF ABSENCE

- 23.01 Leave of absence without pay, up to a maximum of three (3) months, may be granted for the following reasons:
- a) Legitimate personal reasons.
 - b) 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.

- 23.01 c) Military service.
d) Duties of an elected Municipal Office.
- 23.02 Any leave of absence granted pursuant to 23.01 will not result in any loss of seniority.
- 23.03 *631*
4 Leave of absence without pay may be granted 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.
- 23.04 Any leave of absence granted pursuant to 23.03 will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service-related benefit.
- 23.05 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.
- 23.06 All leaves of absence must be applied for in writing.
- 23.07 *631*
4 An employee who is employed by the Union shall be granted a leave of absence for a period not exceeding twelve (12) months. Upon his return to work, such employee shall be placed in his position on the Seniority List
- 23.08 The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.

- 23.09 Time off with pay will be provided to employees writing qualifying examinations during scheduled working hours for certificates required in his occupation.
- 23.10 Such pay will be at his straight time rate and limited to eight (8) hours.
- 23.11 Female employees may be granted maternity leave up to a maximum of four (4) months.

ARTICLE XXIV - CLASSIFICATION SENIORITY

- 24.01(a) All job vacancies in new classifications that are established under Article IV of the Labour Agreement will be posted so that all employees who wish to apply for the job may do so. The notice will be posted for a period of twenty (20) working days. Employees who apply will be selected by seniority with due consideration for skill, efficiency and ability.
- (b) An employee wishing to transfer from one job to another, will notify the Company in writing. This information will be considered when placing crews and filling vacancies.

SCHEDULE "A"
HOURLY WAGE RATES

	RATE EFFECTIVE JAN. 1/92	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95
<u>MECHANICS</u>				
* Mechanic 1st Class - Certified	19.04	19.14	19.43	19.91
Mechanic 1st Class - Uncertified	17.83	17.83	18.10	18.51
Mechanic 2nd Class	16.65	16.65	16.90	17.31
Mechanic - Helper & Learner	16.23	16.23	16.47	16.81
* Welder 1st Class - Certified	19.04	19.14	19.43	19.91
Welder 1st Class - Uncertified	17.83	17.83	18.10	18.51
Mechanic - Power Saw	16.91	16.91	17.16	17.51
<u>EQUIPMENT OPERATORS</u>				
Chipper Operator (Peterson)		16.64	16.89	17.31
Slasher Operator	16.64	16.64	16.89	17.31
Harvester Operator	16.79	16.79	17.04	17.41
Forwarder Operator	16.52	16.52	16.77	17.11
Front-End Loader Operator (L.T.)	16.60	16.60	16.85	17.21
Front-End Loader Operator (G.R.)	16.43	16.43	16.68	17.11
Backhoe Operator	16.43	16.43	16.68	17.11
Dozer Operator	16.43	16.43	16.68	17.11

SCHEDULE -A- (Cont'd.)				
	RATE EFFECTIVE JAN. 1/92	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95
DRIVER CLASSIFICATIONS				
Truck Driver - Pallet	16.28	16.28	16.52	16.93
Truck Driver - Trailer	16.49	16.49	16.74	17.16
Truck Driver - Knuckle Boom	16.60	16.60	16.85	17.27
Truck Driver - Single & Tandem Axle (Hauling on Body)	16.11	16.11	16.35	16.76
Truck Driver - B-Train		16.64	16.89	17.31
GENERAL CLASSIFICATIONS				
Bus Driver	16.11	16.11	16.35	16.76
Jackhammer Operator	16.09	16.09	16.33	16.74
Carpenter 1st Class - Certified	17.60	18.00	18.27	18.73
Carpenter - Uncertified	16.73	16.73	16.98	17.41
Dynamite Han	16.14	16.14	16.38	16.79
Winch Boat Operator	16.22	16.22	16.46	16.87
Deck Hand	16.14	16.14	16.38	16.79
Boatman - Rough Water	16.13	16.13	16.37	16.78
Motor Boat Driver	16.08	16.08	16.32	16.73
River Driver	16.01	16.01	16.25	16.66
Sacking Lake	15.97	15.97	16.21	16.64
General Labour	15.97	15.97	16.21	16.61
SAWMILL				
Sawyer	16.51	16.51	16.76	17.18

SCHEDULE "B"
BASIS - HOURS PER DAY AS REQUIRED BY THE JOB

	RATE EFFECTIVE JAN. 1/92	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95
<u>COOKHOUSE STAFF</u>				
First Cook	120.53	130.53	132.49	135.00
Second Cook	118.77	118.77	120.55	123.00
Cookee	117.45	117.45	119.21	122.00
Bunkhouseman	117.45	117.45	119.21	122.00
<u>MISCELLANEOUS</u>				
Watchman	117.01	117.01	118.77	121.00

SCHEDULE "C"
PIECEWORK CUTTING RATES PER M3
(WITHOUT GUARANTEE)

	RATE EFFECTIVE JAN. 1/92	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95
CUT & PILE 2.50 M	18.28	18.28	18.55	19.
CUT & BUNCH 2.50 M	15.49	15.49	15.72	16.

\$0.04 per m³ will be paid on all wood produced in respect of poor bush bonus.

\$1.25 per m³ will be paid as a winter bon", a all 2.50 meter wood during the period January 1st to April 30th.

Cutters will not cut strip roads while cutting their strips

50
A

OTHER PROVISIONS - PIECEWORK (WITHOUT GUARANTEE)

A flat rate for cutting wood for each camp or worksite will be set up at the beginning of each cutting season. Rate to be established before cutting begins, and the cutter shall be informed of his cutting price before starting work. The Contractor or Foreman will rotate the cutters in order to obtain equalization of cutting chances for each camp or worksite.

At the start of each cutting season, the Company will provide the Union with a list containing the names of all Contractors with whom contracts are made for the production of pulpwood, also the camps or worksites to be operated by the Company, and the name of the Foreman supervising same. Such lists to be promptly amended from time to time as additions or deletions take place. The lists will also show by classification, the estimated quantity of pulpwood to be produced, the cutting price per cubic meter and the location of the cutting area for each Contractor or Foreman. At the end of each labour contract year, the Company will provide the Union with a breakdown of the wood produced, as per the above agreements, which will show the average price paid per cutting cubic meter for each classification. such average price shall derive from varying prices paid for wood cut on the whole of the Company's operations.

SCHEDULE "D"
PIECEWORK CUTTING RATES PER M3

	RATE EFFECTIVE JAN. 1/92	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95
<u>4-MAN CREW</u>				
Feller & Bucker	7.84	7.84	7.96	8.1
Skidder Operator	<u>2.66</u>	<u>2.66</u>	<u>2.70</u>	<u>2.7</u>
	10.50	10.50	10.66	10.9
<u>3-MAN CREW</u>				
Feller & Bucker	7.84	7.84	7.96	8.1
Skidder Operator	<u>3.14</u>	<u>3.14</u>	<u>3.19</u>	<u>3.2</u>

SPECIAL PROVISIONS – GUARANTEED RATE

The Employer reserves the right to place any part of the Fibre Resources operations on a piecework basis, excluding the cookery, and the piecework rate to be paid for such work will be based on the conditions affecting the work. However, in placing any part of their operations on a piecework basis, the Employer agrees that the Hours of Work Article will apply and that over a settlement period not less than the rate for the classifications affected will be paid. If there is no rate, the General Labour Rate shall apply. This does not apply to cutting under Schedule "C", the rates for which are in the Agreement and for which there is no guaranteed daily rate.

An employee cutting under Schedule "C" rates or incentive bonus system, who works overtime at his regular job, shall be paid on the basis of his regular rate and for overtime shall receive, in addition, half time at the hourly rate for the work being performed. If there is no rate for the work, the General Labour Rate shall apply. This shall be kept separate and apart and shall be shown thusly on memo slips.

The Employer agrees that there will be no lumping of established classifications, i.e., when a financial remuneration is provided for in the Agreement, it shall be kept separate and apart, and shall be shown thusly on memo slips. It is understood that any work covered by a guaranteed daily rate will be considered as a classification, and the rate set for the rental of owner-operated or employee-owned equipment shall be considered classification for the purpose of this paragraph.

Where mechanical logging is carried out on piecework and hauling of wood is a part of the logging method, employees shall not be required to pull such wood more than 1,300' – 3 cutters, 1,800' – 2 cutters.

The Employer will set a rate for the rental of each piece of mechanical equipment that is owner-operated or owned by an employee and this rate or rates shall not be lumped with any other financial remuneration provided for in the Agreement, but shall be solely for the rental of equipment and shall not be a variable rate, i.e., the financial remuneration of an employee shall in no way whatsoever be taken from the earnings of the owner-operated or employee-owned equipment.

SPECIAL PROVISIONS - GUARANTEED RATE (Cont'd.)

Commuting allowance and walking and riding time shall not be lumped with any other rate.

If hauling is on piecework, the rates to be paid shall be determined by the Contractor or Foreman. In determining such rates, due consideration shall be given to:

- a) the price range established for piecework.
- b) the conditions affecting the work for hauling.

SCALING

a) The *purpose* of this Agreement "cubic meter" shall mean the solid wood content of a pile of pulpwood scaled on a stacked basis and converted to solid measure using a factor of .6641 in the case of 1.25 meter length pulpwood and a factor of .6250 in the case of 2.50 meter length pulpwood.

b) It is agreed that a piececutter is entitled to know the amount of wood he has cut before it is removed, and conditions become such that it is impossible for him to check the accuracy of his scale. To this end, all cut and piled wood shall be scaled on the strip. All cut and bunch wood shall be scaled on the landing to which it is forwarded. The cutter will be given reasonable time to check his scale before the wood is removed. The present practice with respect to the scaling and reporting of pallet wood shall continue, i.e., posted in camp each night. On tree length operations, the employee shall be notified how much wood he has produced before conditions are such that he is unable to check the accuracy of his scale. On commuter operations, information will be posted on the bus or in the lunch shelter. Employees will be notified as soon as possible after their scaling tables are changed.

PURCHASE WOOD

The Company agrees that *no* purchase wood will be harvested on the Grand Falls Timber Limits unless mutually agreed between the parties except that the parties agree to recognize the historical operations in existence at the time of this undertaking, specifically involving J.T. Maloney and Windsor Sawmill. These operations will continue at the 1992 level of harvest on the Grand Falls Timber Limits unless otherwise mutually agreed.

PENSION PLAN


Current Money Purchase Pension Plan with change from 45, 45, 45 to 50, 50, 50.


MEMORANDUM OF AGREEMENT

IN WITNESS OF AND IN AGREEMENT WITH THE FOREGOING, the undersigned, being duly authorized to do so, have signed on this 28 day of April, A.D. 1993, at Grand Falls-Windsor in the Province of Newfoundland and Labrador.


For Abitibi Pulp Inc.


G.C. Oldford
Manager - Fibre Resources


K.G. Dawe
Director of Employee Relations


W.A. Ball
Asst. Director of Employee Rel.

For Communications, Energy and Paperworkers
Union of Canada, Local 60N


R. Smith
National Representative


W. Mayne
President

W. Budgett
Secretary/Treasurer

LETTERS OF UNDERSTANDING

RECONFIRMED ON APRIL 28, 1993

BETWEEN

ABITIBI-PRICE INC.
NEWFOUNDLAND
FIBRE RESOURCES

AND

COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA
LOCAL 60N

1. Board & Lodging - Weekend

Board and lodging in camps will be available to those who desire it on a seven-day week basis, and cookery staff shall not be sent home for weekends, thus depriving them of wages due them.

2. Financial Obligations of Employer - September 13/66

During negotiations for renewal of the Labour Agreement, discussions were held relative to a contractor's failure to meet his financial obligations under the Grievance Procedure or his financial obligations to his employees.

Insofar as the Grievance Procedure is concerned, on receipt of written notice from the Union of a contractor's failure to perform any act within the time limits required, Abitibi-Price Inc. will either rectify such failure without undue delay, or failing same, agrees to be substituted for the contractor during the remaining steps of the Grievance Procedure.

With regard to the financial obligations of a contractor to his employees, should the employee of such a contractor be unable to effect a settlement of such obligations by the contractor, in accordance with the Agreement, ~~Abitibi-Price~~ Inc. agrees to reimburse the contractor's employee to the extent of the financial loss suffered by the employee, which includes paying to third parties deductions which should have been paid by the contractor.

3. Restrictions on Lighting Lunch Shelter Fires - Sept. 21/72

With respect to the restrictions on the lighting of lunch shelter fires as contained in Section 10.06(b) of the Labour Agreement, the following Letter of Understanding is hereby submitted:

"During contract negotiations 1972, an agreement was reached whereby the provisions of Section 10.06(b), as contained in the 1969-72 Agreement, would prevail.

It was further understood and agreed by the Company that during the period 1st June to 15th August, in any operating year, the use of stoves in lunch shelters would be prohibited.

Before and after these dates, the Company will undertake to have stoves provided in all lunch shelters with the provision that the use of the same will be subject to further restrictions after joint consultation between the Company and the Union.

It is further understood that during the period 1st to 15th June, in cases of abnormal weather conditions, the Foreman will have the authority to permit the use of stoves in lunch shelters; but after 15th June, stoves will be removed to avoid unauthorized use by sportsmen, etc., and the possibility of major forest fire catastrophes resulting therefrom."

4. Re: Installation of Mobile Telephones in Camps - Apr. 3/75

Further to the provisions as contained in Section 10.40 of the Labour Agreement, it is understood and agreed that all toll charges incurred by an employee will be his responsibility and he will make payment in full to the Camp Foreman not later than his next payday.

Should there be a charge to the Company for employees' telephone calls, for which the Company has not received payment, then it is agreed that the Company will charge all telephone calls to employees' Sundry Debtors' Accounts (eg. van).

5. Re: Availability of Power Saws - March 1/75

With respect to the availability of power saws as discussed at the 1977 negotiations, the Company will provide spare saws in direct proportion to the number of skidder crews, eg. where there are five (5) skidder crews, there will be five (5) spare saws.

6. Re: Independent Sawmills - June 19/79

By this Letter of Understanding, the Company is prepared to agree that in the future, the Company will notify the Union when independent sawmills are to be set up on Company limits. The Company will also indicate the approximate size of the sawmill and the geographical location of same. This notification will take place prior to the commencement of such operations.

7. Re: Letter of Understanding of November 10/83

The following paragraphs of that letter are reconfirmed.

Paragraph #2:

The Company agrees to notify the Union of any addition of licensed timber limits. (March 25, 1983)

Paragraph #4:

Where a skidder operator is hired to pay-pack wood or to do other similar work where he is separated from the production piecework bonus operation, he will receive the rate for skidder operator (non-production) as contained in the Wage Rates, Schedule "A".

8. Re: Cooks at Fishing Lodges - August 6/85

It is understood and agreed between the parties that should a cook be transferred from his regular position to cook at a Company Fishing Lodge, he will continue to accumulate seniority as though he remained at his regular position.

9. Re: Commuter Contractors - August 6/85

Zone 1

(North of Exploits River)
(Badger and west of Badger
to Buchans)

William Stuckless - Badger
Joe McDonald - Badger

Zone 2

(North of Exploits River)
(East of Badger to and including
Point au Bay)

Elliott Brothers - Grand Falls
Stan Vineham - Northern Arm
Chesley Manuel - Northern Arm

1. The Commuter Zones designated above are separated and apart from Seniority Divisions named in Clause 12.17 of the Labour Agreement and are only for the commuter contractors listed above or those added to the list by mutual agreement of the parties. All other commuter contractors will be designated as being in the appropriate Seniority Division.
2. Employees on the above named commuter operations will accumulate seniority for purposes of job security within the designated zone, but will not accumulate seniority for purpose of job security in the Seniority Divisions named in Clause 12.17 of the Labour Agreement. However, if employees are transferred by the Company into a Seniority Division, they shall carry with them all accrued seniority.
3. The Commuter Operators listed will not operate when the Seniority Divisions are not operating without the expressed agreement of the Union.
4. If there is a curtailment of operations in a Seniority Division, senior employees from that Division who live within commuting distance of a Commuter Contractor Operation in the Zone shall have the option to bump into the Zone but will not lose their seniority if they elect not to exercise this option.
5. Before contracts are let, the Company will consult with the Union on volume to be cut, number of employees and commuting arrangements.
6. The Union shall have the right to cancel this Agreement for any or all contractors listed above upon giving 30 days written notice to the Company.

10. Re: 2.50 Meter Cut & Bunch Wood on Skids - June 29/90

It is understood and agreed between the parties that when a cutter cutting 2.50 meter Cut & Bunch wood is required to place such wood on a single skid per pile, an additional 36¢ per cubic meter will be paid. Where he is required to place such wood on two skids per pile, an additional 72¢ per cubic meter will be paid in addition to the negotiated rates.

FOR ABITIBI-PRICE INC.

Wendee A. Bore

April 28/93
Date

FOR C.E.P., LOCAL 60N

William Mays

April 28/93
Date

MEMORANDUM OF UNDERSTANDING

REGARDING EMPLOYMENT

BETWEEN

ABITIBI-PRICE INC.
NEWFOUNDLAND FIBRE RESOURCES

AND

COMMUNICATIONS, **ENERGY AND PAPERWORKERS** UNION
OF CANADA
LOCAL 60N

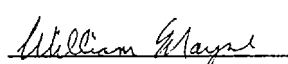
The most senior 353 employees of the Company will be offered a minimum of eighteen (18) weeks work per year for the term of this Agreement; and all others will be offered a minimum of twelve (12) weeks work per year. Should conditions arise which significantly affect the operation, the parties agree to meet and discuss the problem.

FOR **ABITIBI-PRICE INC.**



April 28, 1993
Date

FOR **C.E.P., LOCAL 60N**



April 28, 1993
Date

BENEFIT PLANS
FOR
EMPLOYEES OF
ABITIBI-PRICE INC.
AND
C.E.P., LOCAL 60N

THIS BOOKLET

SUPERSEDES

ALL BOOKLETS

PREVIOUSLY ISSUED

THIS BOOKLET DESCRIBES THE
GROUP LIFE INSURANCE PLAN
WEEKLY INDEMNITY PLAN
LONG TERM DISABILITY PLAN
MEDICAL INSURANCE PLAN
ACCIDENTAL DEATH & DISMEMBERMENT PLAN
AND
DENTAL PLAN

FOR

ELIGIBLE UNION EMPLOYEES

OF

ABITIBI-PRICE INC.

AND

WHO ARE MEMBERS OF
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
LOCAL 60N

This booklet is designed to outline the **benefits** for which you are eligible and does not create or confer any contractual or other rights. All rights **with** respect to the benefits of a insured person will be governed solely by the group policies and administrative services only issued **by** Confederation Life Insurance **Company** (with the **exception** of the pension plan and safety glasses).

Detailed information is available through your Industrial Relations' Department.

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GROUP LIFE INSURANCE

Type of Plan

One year group renewal term.

Eligibility

All full time Union employees of the Fibre Resources Division, their **spouses** and dependents under age **65** will be covered by **this** plan on the first of the month following the employee's completion of a waiting period of **45** days of accumulated seniority.

1/4

If the employee is not actively at work on the date the coverage would normally become effective, it will become effective on the employee's return to regular employment on a full time basis.

Definitions

Regular Employees

Any employee of the Company who is covered by the current Collective Agreement shall **be** deemed a "Regular Employee", provided that he has accumulated at least forty-five (**45**) days of **seniority**.

Dependent

An unmarried child 1 year of age but less than **19** years of age (**25** years of age when a student full time) wholly dependent on the employee for **support**.

Benefit

Your life insurance benefit provides coverage on and off the job.

2/2/80

Death Benefit

If the employee should die, regardless of cause, **\$50,000** will be paid to the beneficiary for the term of this Agreement.

You may change your beneficiary at any time subject to the laws governing such changes.

If you do not appoint a beneficiary, or if your beneficiary predeceased **you**, the benefit will be paid to your executors, administrators or assigns.

Spouse

If the spouse should **die**, regardless of the cause, **\$5,000** will be paid to the employee for the term of this Agreement.

Dependent

If the dependent should die, regardless of the cause, **\$2,500** will be paid to the employee for the term of this Agreement.

Options at Death

In the event of your death, your estate **will receive** the benefits under this plan in a **lump** sum payment unless you have made a prior request in **writing** that payment be made to a designated beneficiary In a lump sum, or in monthly instalments.

Premium cost

The Company will pay the full cost.

Handwritten signature and initials, possibly "J. A. [unclear]".

Conversion Option

Should the employee terminate employment, group life insurance may **be** converted, regardless of health, to any regular individual policy used for this purpose, provided you make written application for **conversion within 31** days of the date of your termination. Should death occur during the **31-day** period in which you are **eligible to make** application for **conversion**, the amount of your group life insurance will be **paid** to your beneficiary.

The purpose of this provision is to make sure you do not lose coverage entirely if you are in poor health when you terminate. If you are in good health, **YOU** should **compare** the **premium** rates of other companies as **well**, to be certain you are paying the best rate **possible**.

Periods of Lay-Off

Should the employee be **temporarily** laid-off, the group life insurance **will** remain in force for **240** days **from** the first date of lay-off.

Leave of Absence

The Employer may deem coverage to continue for a period of not more than **30** days following the date on **which** the employee is granted leave of absence for any reason other than illness or injury.

Termination of Insurance

Coverage under this plan will terminate on the earliest of the following dates:

1. When the employee **terminates** employment.
2. On the date the covered person enters the armed forces of any country on a full time basis.
3. On the date the group policy terminates.
4. On the date you are no longer **eligible**.
5. On the date you die.

CLAIM PROCEDURESLife Insurance Benefit

In the event of a covered person's death, the beneficiary should contact the fringe benefits section of the Industrial Relations Department.

Change of Carrier

The **Company** reserves the right to terminate this policy In order to change carrier.

Retirements

An employee or spouse who **attains** age **65** shall not continue to **be** covered by this plan and **his** certificate shall be cancelled.

ACCIDENTAL DEATH & DISMEMBERMENT

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Eligibility

All **full-time** Union employees of the Fibre Resources Division under age **65** will be covered by this plan on the first of the month following the **completion** of a waiting **period** of **90 accumulated seniority** days. If you are not actively at work on the date your coverage would normally **become** effective, It will **become** effective on your return to regular employment on a full-time **basis**.

contributions.

Paid In full by **the** Employer.

Schedule of Benefits

If, **while** insured, an employee suffers any of the losses listed below as a result of:

- (a) an accidental bodily injury visible on the surface of the body, or
- (b) a disease or infection resulting directly from an accidental injury, or
- (c) accidental drowning.

The **benefits** indicated will be paid providing that death or loss occurs **within 365** days after and results directly from the accidental bodily injury. The total benefit payable for one accident shall not exceed **100%** of the amount specified In the schedule of insurance. Should a later claim occur, It will be considered as a new claim.

Employee

Effective January **1, 1993**, and for the life of this Agreement, the principal sum under the Accidental Death and Dismemberment benefit is **\$50,000**.

<u>Nature of Loss</u>	<u>Amount Payable</u>
Loss of life	100%
Loss of both hands or both feet	100%
Loss of both eyes	100%
Loss of one hand and one foot	100%
Loss of one foot and one eye	100%
Loss of one hand or one foot	50%
Loss of one eye	50%
Loss of thumb and any finger of the same hand	25%

Spouse and Dependent

Effective January 1, 1993, and for the life of this Agreement, an accidental death benefit will be provided for spouse and dependent as follows:

Spouse	\$5,000
Dependent	\$2,500

Dependent - an unmarried child 1 year of age but less than 19 years of age (25 years of age when a student full time) wholly dependent on the employee for support.

Exposure and Disappearance

If, as a direct result of an accident, a covered person has died or has suffered one of the specified losses due to exposure to the elements of nature, Confederation Life will pay the benefit provided death or loss occurred within 365 days after the accident.

If, as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which a covered person was riding, such employee has disappeared and his body has not been found within 1 year, then on the presumption that he has died, Confederation Life will pay the benefit.

Beneficiary

In the event of loss of life, the principal sum will be paid to the employee's beneficiary as recorded on his group insurance enrolment card.

In the event of losses other than life, the amounts indicated will be paid to the insured.

Definitions

"Accidental Death" means death resulting from any of the following:

- (a) accidental bodily injury visible on the surface of the body or disclosed by an autopsy.
- (b) disease or infection resulting directly from an accidental bodily injury.
- (c) an accidental drowning.

"Loss of Foot" means severance at or above the ankle joint.

"Loss of Hand" means severance at or above the wrist joint.

"Loss of Thumb and Finger" means severance at or above the knuckles joining the thumb and finger to the hand.

"Loss of Eye" means entire and irrecoverable loss of sight of the eye.

Exceptions

No benefits will be payable if death or accidental bodily injury results **directly** or Indirectly from:

- (a) Any infection of bodily or mental infirmity or disease existing before or **commencing** after the accidental Injury except a disease or infection as provided in the **definition** of "accidental death".
- (b) Suicide, intentionally **self-inflicted injuries** while sane, or **self-inflicted injuries while** insane.
- (c) Insurrection, **war**, service in the armed forces of any country in a state or war, whether or not **war** is declared, or participation in a riot.

Periods of Lay-Off

Should you be temporarily laid-off, your accidental death and dismemberment will remain in force for **90** days from the first day of lay-off.

Termination of Insurance

Coverage under this plan will terminate on the earliest of the following dates:

1. when the employee terminates employment.
2. on the date any covered person enters the armed forces of any country on a full-time basis.
3. on the date the **group** policy terminates.
4. on the date you are no longer eligible.
5. on the date you die.

WEEKLY INDEMNITY

Eligibility

All full-time Union employees of the Fibre Resources Division, under age **65**, will be covered by this plan on the first of the month following the completion of a waiting period of **100** accumulated **seniority** days.

If you are not actively at work on the date your coverage would normally **become** effective, it will become effective on your return to regular employment on a full-time basis.

Any employee who does not return to work when he is recalled and who loses **his seniority** will be considered as a new employee if **re-hired**.

Benefit

If you are totally disabled, unable to work and under the **continuing** care of a **physician**, you will be eligible to **receive** a weekly income of:

Effective January 1, 1993 - \$466.57 per week. *pl 3 R*

Effective January 1, 1994 and the first of each year for **the term** of this Agreement, Weekly Indemnity will increase by a percentage equal to the general wage increase.

Your benefit will **commence**:

1. on the first day of a disability due to non-occupational accident.
2. on the first day of disability due to illness if admitted to hospital for In-patient care.
3. on the fourth day of a disability due to sickness.

During any period of disability, your benefits **will** continue until you recover or for a maximum of **52** weeks, whichever is earlier.

Periods of Lay-Off

Commencing on the date of lay-off, regular Weekly Indemnity benefits will cease. The employee must apply, if **eligible** for **UIC** benefits. When the **UIC** benefit expires, or if the employee is not eligible for any benefits under **UIC**, the Company will treat **his** Weekly Indemnity as a **continuation** of his claim and the employee will receive a Weekly Indemnity benefit **without** satisfying a new qualifying period.

In all cases above, the total number of weeks to receive Weekly Indemnity benefits and UIC benefits will not exceed fifty-two (52) weeks.

Should the employee be disabled from the same accident or sickness on the date he is recalled to work, his benefit will resume from the date that he is recalled. The insured employee who becomes disabled during a period of lay-off will become eligible for benefits commencing from the day following the date he would have started to work.

Definition of Disability

Eligible employees who are unable to work because of non-occupational accident and sickness may claim benefits under the Weekly Indemnity plan. To qualify, an employee must be under the regular care and treatment of a physician.

A period of disability means a period during which the insured is under the care of a physician as a result of injury sustained or sickness contracted and is totally and continuously disabled such as to be unable to perform any work.

However, in isolated regions where there is no physician, the para-medical clause under Weekly Indemnity may be applied. Under this provision, the insurer will accept a certification of disability completed by a Registered Nurse located in the region, for payment periods of less than two (2) weeks; for longer periods, the insurer reserves the right to request a medical statement from an M.D.

Under all circumstances, the insurer shall have the right to require the disabled employee to undergo a medical examination at the insurer's expense and so often as it may be reasonable.

Recurrent Disability

Successive periods of disability separated by less than 30 calendar days shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and after the employee has returned to full-time active employment.

Integration of Benefits

Benefits payable under this plan will be offset by any benefits which are payable (or would have been payable had a satisfactory application been submitted) under the Canada Pension Plan or the Quebec Pension Plan, Workers' Compensation Act and/or any government plan of automobile insurance which has been approved as an acceptable limitation by the Unemployment Insurance Commission. Benefits are also offset by earnings or benefits from any employer.

1. It is understood and acknowledged that the master contract between the Employer and the insurance carrier is the governing instrument and that decisions made in accordance with the terms and conditions of the insurance contract are not subject to the grievance procedure.
2. It is further agreed that the Union will fully cooperate with the Employer to control absenteeism and the misuse of disability payment provisions and, furthermore, that all necessary and reasonable attempts to investigate the legitimacy of all and any absences and that any employee proven to have made false statements or to have given misinformation is liable to dismissal.

Taxes at Source

Since disability benefits are taxable, federal taxes will be deducted at source according to the current Federal Tax Table as per reported TD1 exemption form. In any event, tax exemptions not reported on initial submission of a disability claim will be applied at a flat 15%.

Termination of Coverage

Coverage under this plan will terminate on the earliest of the following dates:

1. when you terminate your employment.
2. on the date you enter the armed forces of any country on a full-time basis.
3. on the date the group policy terminates.
4. on the date you are no longer eligible.
5. on the date you die.

Should you be receiving Weekly Indemnity benefits under this policy and the policy is terminated, then benefits will continue to the end of the benefit period, provided that you remain totally disabled.

Unemployment Insurance Commission Registration

In the event that any time the plan is registered with the Unemployment Insurance Commission, the total premium reduction will be retained by the Company.

Exceptions and Limitations

Benefits will not be payable for the following:

1. Those days for which you receive holiday pay, vacation pay, or more than one-half day's regular pay, from your Employer.

2. A disability for which you are not under the continuing care and treatment of a physician. Benefits are not payable for a disability not supported by a specific diagnosis (i.e. fatigue, anxiety, etc., are not specified diagnosis).
3. Self-inflicted injuries or illness while sane or insane.
4. Any disability for which you are entitled to **indemnity** or **compensation** under Workers' Compensation Act.
5. Bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot.
6. Under all circumstances, the insurer shall have the right to require the disabled employee to undergo a medical examination at the insurer's expense when and so often as may be required.
7. On attainment of age **65**.
8. Pregnancy, miscarriage, childbirth, or any **complication** thereof.
9. For a period of disability in excess of two weeks where treatment is rendered solely by chiropractor provided it has been **recommended** by a physician or surgeon. In the case of **chiropractors, certification** of disability will only be accepted for payment of benefit for up to a maximum of four **(4)** weeks per insured person per calendar year.
10. Alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is undergoing a regular rehabilitative treatment approved by the Company and a physician.
11. The disability is due to cosmetic surgery or treatment as determined by **Confed**, unless such surgery or treatment is for accidental injury and commences within **90** days of the accident.
12. The disability arises while engaged in employment for remuneration or profit with any other employer, including strike or holidays.
13. The disability is the result of engaging in a criminal act.

CLAIM PROCEDURES

Weekly Indemnity Benefit

When you find that you cannot report to work because of a non-occupational accident or sickness, you should contact the fringe benefit section of the Industrial Relations Department of Abitibi-Price Inc. in Grand Falls. (This contact must be made within fifteen (15) days from your first date of absence. Failure to do so in this time period may result in a loss of benefits.)

A claim form will be sent to you and you in turn will take that form to your doctor. He completes the portion headed "Attending Physician's Statement". If he does not answer all questions, the form will be returned and this could result in a delay of your payments. You must complete the section concerning you which is headed "Insured's Statement". You must return the form to the Industrial Relations Department.

You may, from time to time, be requested to have your doctor complete supplementary forms as required by the insurance company.

When the completed claim form is received at the Industrial Relations Department, it will be forwarded to the insurance company. They will make all decisions concerning approval or rejection of the claim. If approved, the cheques will be sent to the claimant through the Industrial Relations Department. It is very important that the Industrial Relations Department has your correct address to ensure that your cheques will not be belated.

Once you have been in receipt of Weekly Indemnity benefits, in order for you to be able to come back to work, you must have a return to work pass from your doctor. When you have the pass, you report for work on the designated day and present the pass to your foreman. All foremen have been instructed not to allow any employees back to work unless they produce a pass. It will be useless for you to report for work and tell your foreman that you have a pass but left it home. Your foreman will have no alternative but to send you home for it. In addition to a loss of wages, this could mean a considerable expense to you, depending on the travel distance involved.

Cost

The cost of the plan will be fully paid by the company.

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Government Disability Plans

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1. The amount of disability benefit under this plan will be reduced by the amount for which the employee and/or the employee's dependent is eligible under the disability benefit provision in any other government plans for disability, for which the employee is **entitled** to receive an amount of disability benefit under this plan, except war disability pensions and Workers' Compensation **disability** pensions. The Company reserves the **right** to request that an employee make application for government **benefits** and, if the employee refuses, his benefits will be suspended.
 2. The Company may require **certification** or **verification** of the amount of **income** from the Canada/Quebec Pension Plan or such other government plans.
 3. The amount of disability benefit in excess of the amount **which** should have been paid may **be** deducted from the amount of any future disability **benefit**, or repaid by the employee to the Company through **some** mutually satisfactory arrangement.

LONG TERM DISABILITY

Eligibility

All full-time Union employees of the Fibre Resources Division, under age 65, will be covered by this plan on the first of the month following the completion of a waiting period.

If you are not **actively** at work on the date your coverage would normally **become effective**, It will become effective on your return to regular employment on a full-time basis.

Benefit

Effective January 1, 1993, the **maximum** monthly **benefit** payable will be \$1,200 per month. Effective January 1, 1994 and January 1, 1995, Long Term Disability will increase by an amount equal to the general wage increase. *see SK*

This amount will be reduced by other income to which you may be entitled **from** any of the following sources:

1. the long term **disability** benefits shall be reduced by any benefits or replacement income that is payable, or would have been payable, had a satisfactory request been submitted to the government under **CPP/QPP** and under any Workers' Compensation Act related directly to the accident or illness for which these benefits are paid.

2. earnings or payments **from** any employer.
3. **disability benefits** payable under any other group, association or franchise insurance plan.
4. retirement benefits **provided** by an employer and/or a government.
5. income replacement indemnity payable under any government plan of **automobile** insurance.

The amount of benefit payable to **Confederation** Life will not be affected by changes in your Canada or Quebec Pension Plan **benefit** unless the changes result from:

1. a correction due to an error made when your award was originally determined.
2. a change of **10%** or more in the benefit formula under the government plan.

Confederation **Life** reserves the right to estimate the amount of the Canada or Quebec Pension Plan award pending advice of the actual award.

Commencement of Benefits

Benefits begin after the **expiration** of Weekly Indemnity benefits provided proof of disability is submitted **within** 6 months following the **qualifying** period.

Maximum Benefit Period

Once you have satisfied the qualifying period, you will receive a monthly **income** until your **65th** birthday or the **cessation** of total **disability**, or until you have received a maximum of **72** months in benefits, whichever occurs first. **During** a legal **strike**, Weekly Indemnity and L.T.D. will continue to be paid if supported by appropriate medical evidence if requested.

Definition of Total Disability

Totally disabled means you are wholly and continuously disabled due to illness or accidental bodily injury and, as a result, you are unable to perform the duties of your normal occupation during the **qualifying** period and the succeeding **12** months. If, after this time, you are unable to perform the duties of any occupation for which you are or may **become** fitted by education, training or experience, you will still be considered totally disabled.

Confinement is not normally required. However, you must be under the regular care of a physician and be prepared to attempt rehabilitative employment, or participate in a rehabilitation program, considered appropriate by Confederation Life.

Rehabilitation

Long Term Disability benefits are designed to be paid during periods when you are disabled and cannot work. Often however, there will be a time when, although you are not yet fully recovered, you can work at some type of job and possibly earn an income. This type of work is usually considered to be rehabilitative employment and, provided Confederation Life does class it as such, LTD benefits will not automatically cease but can continue while you are on rehab.

Although most income is normally used to reduce LTD benefits, in the case of rehab only half of these earnings will be used to reduce your LTD payments, provided that while on rehab your income for all sources including those outlined previously is not greater than 100% of your earnings prior to your disability.

Recurrent Disabilities

Once you have been disabled and have received benefits under this plan, a later disability will be defined as recurrent when it is separated from the previous one by less than 4 months of full-time active employment.

A disability will not be considered to recurrent if it results from an injury or sickness which is entirely unrelated to the causes of the previous disability.

If any period of disability is classified as "recurrent", it will be treated as a continuation of the previous disability. You will not have to re-satisfy any qualifying periods which may apply - benefits will begin again immediately.

Waiver of Premium

Premiums are due and payable during the qualifying period. However, once the qualifying period has been satisfied, premiums falling due during a period when benefits are payable, will be waived.

Exceptions and Limitations

Benefits will not be payable for the following:

1. a disability caused by self-inflicted injuries or illness,

2. a disability resulting **from** insurrection, war, service in the armed forces of any country, or participation in a riot.
3. a disability resulting from alcoholism, drug addiction, or the use of any hallucinogen unless you are participating in a therapeutic program recognised by Confederation Life and are under the continuous care of a medical specialist in this field.
4. a disability which is the result of engaging in a criminal act.
5. a disability which arises while engaged in employment for remuneration or profit with any other employer, including strikes and holidays.

Complications due to pregnancy are covered. However, any disability due to any cause will not be eligible for benefits at any time when you are on pregnancy leave of absence of could **be** placed on such leave by your **employer** in accordance with relevant government legislation or the leave agreed upon by you and your employer.

Claim Procedures

You should contact the fringe benefit section of the Industrial Relations Department of **Abitibi-Price Inc.**, in Grand Falls.

A claim form will be sent to you, and you in turn will take that form to your doctor. He completes the portion headed "Attending **Physician's** Statement". If he does not answer all questions, the form will be returned and this could result in a delay of your payments. You must **complete** the section concerning you which is headed "Insured's Statement". You must return the form to the Industrial Relations Department. You may, from time to time, be requested to have your doctor complete supplementary forms as required by the insurance **company**.

When the **completed** claim form is received at the Industrial Relations Department, it will be forwarded to the Insurance company. They will make all decisions concerning approval or rejection of the claim. If approved, the first and last cheque will be sent to the claimant through the Industrial Relations Department - all other cheques will **come** directly **from** Confederation Life. It **is** very important that the Industrial Relations Department has your correct address to ensure that your cheques will not be delayed.

Claims must be submitted no later than 6 months following the qualifying period.

Termination of Insurance

Coverage under this plan will terminate on the earliest of the following dates:

1. when you terminate your employment.
2. on the date you enter the armed forces of any country on a full-time basis.
3. on the date the group policy **terminates**.
4. on the date you are no longer eligible.
5. on the date you die.
6. on the first of the month coincident with or **immediately** following the date you reach age **65** or retire.

When your insurance terminates for any reason, written proof of claims must be given to Confederation Life within **90** days of the date of termination of insurance.

Extension of Benefits

Long Term Disability benefits **will** extend beyond your termination date, subject to the maximum benefit **period**. **Provided**, you become disabled while you are still insured. Benefits will continue **to** be paid according to **the** contract provisions, regardless of the subsequent termination of the group policy. Confederation Life reserves the right to require that while you are in receipt of **LTD income**, you furnish **proof** of the continuance of total disability, and submit **to** an examination by Confederation Life's medical advisors when requested.

MAJOR MEDICAL

Eligibility

All full-time Union employees of the **Fibre Resources Division** under age **65** will be covered by this plan on the first of the month following the completion of a waiting **period** of **90** accumulated **seniority days**. If you are not actively at **work** on the date your coverage would normally **become effective**, it will become effective on your return to regular employment on a full-time basis.

Eligible dependents are your spouse and your unmarried children (including adopted, foster and step-children) who are under **21** years of age, unmarried children to age **25** if full-time student. If a **child** is mentally or physically infirm, wholly dependent on you for support, and was insured prior to attaining the maximum age, they will continue to be insured.

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All your dependents must be registered (by name, relationship and date of birth) with the employer before claims are accepted for payment. If you are initially insured for employee benefits only, and later acquire a dependent, you should notify your employer accordingly in writing. Your dependent will then be enrolled in the plan. If one of your dependents is hospitalized on the date coverage would normally become effective, coverage will commence on the day following discharge from the hospital.

Co-ordination of Benefits

This plan includes a Co-ordination of Benefits Provision. This provision operates in the event that you are covered under more than one health plan and insures that payments made by all plans do not exceed the actual expenses incurred.

Hospital Benefit

If you, or a covered dependent, are confined in a licensed hospital, you will be reimbursed for room and board charges in excess of ward accommodation up to the level of semi-private accommodation. If confined in a private room, payment will be based on the hospital average charge for semi-private room and board.

MAJOR MEDICAL BENEFIT

Payment of Benefits

This benefit pays 100% of all eligible expenses under item 1 and BOX of all other benefits which are in excess of a deductible of \$25 up to a maximum per calendar year of \$10,000 less any major medical payments made during the immediately preceding 2 calendar years for each covered individual.

Deductible

The \$25 deductible is applied once each calendar year to the eligible expenses incurred that year per family.

Eligible Expenses

The following is a list of items currently eligible for payment under this group plan. However, should your provincial medicare plan alter to include any of these items, coverage under this plan will automatically adjust in accordance with the approved legislation.

Eligible expenses must be reasonable, customary and **recommended** as necessary by a physician. Hospital or physician's charges incurred on an emergency basis outside Canada will be treated as specified under **points 11 and 12.**

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1. Drugs, medicines, **sera** and **injectables**, available only on a written prescription by a physician or dentist and dispensed by a pharmacist, dentist or physician.
2. Diagnostic procedures, radiology, oxygen and blood transfusion.
3. Fees of a private nurse (R.N.) who is not related to you or ordinarily a resident in your **home** and whose **continuous** attendance is for **justifiable** medical reasons **recommended** and requested by the attending **physician**.
4. Necessary licensed ground ambulance service to and **from** a local hospital.
5. One return trip per calendar year for emergency transportation by air ambulance or regular scheduled airline or railroad to the nearest hospital qualified to provide treatment. Licensed ground ambulance service to and from the point of departure is also an eligible expense.
6. Dental treatment required as a direct result of an accidental injury to natural teeth provided such treatment is rendered within 6 months of the accident and the claimant's insurance as well as his policy are still in force, the eligible expenses for such dental treatment shall be limited to the expenses incurred only to repair the damage resulting directly from the accident, and to an amount for the least **expensive** procedure which will provide a professionally adequate result.
7. Purchase of a truss, brace or crutches or purchase of an **artificial** limb or eye when loss of the limb or eye occurred while insured under this plan.
8. Purchase of a wheelchair.
9. Rental of a hospital bed, iron lung or wheelchair.
10. **Room** and board and normal nursing care for the **patient** in a licensed nursing home or approved hostel, under the supervision of a **physician**, up to **\$30** per day to a maximum of **30** days per year.
11. 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.

12. Professional services of a physician (where this coverage is permitted by law) with the following conditions:
- (a) In the case of treatment for mental and nervous disorders while not **confined** to hospital, payment will be at **50%** and is subject to a maximum payment of **\$10** for each treatment and **\$500** for all treatments during any calendar year.
 - (b) For emergency treatment outside Canada, reasonable and customary charges in the area in which the service is given will be considered as an eligible expense less the amount payable under your provincial **medicare** plan.
13. Hospital charges incurred for emergency treatment outside Canada, including room and board (for the **difference** between the benefit payable by the provincial hospital plan and the actual cost of ward **accommodation**) and charges for special hospital services for a maximum of **31** days per period of disability.
14. Orthopaedic shoes when prescribed by an attending physician. One pair per year subject to a maximum of **\$50.00**.
15. Chiropractor - **\$10** per visit to a maximum of **\$200** per year.

Vision Care - Employee and Dependents

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Frames, lenses and the fitting of prescription glasses, including prescription sun glasses and contact lenses, up to a maximum payment of **\$85** in any two consecutive calendar years. Payment will be exempt from the plan deductible.

The vision care benefit will be **\$85** once every twenty-four (24) months for employees and dependents age eighteen (18) and over, and once every twelve (12) months for dependents under age eighteen (18). An optometric benefit (eye examination) of **\$20** once every twenty-four (24) months will be extended to employees and dependents over age eighteen (18) and once every twelve (12) months for dependents under age eighteen (18).

Maternity Expenses

Charges incurred due to pregnancy will be treated in the same manner as charges incurred due to any other condition.

Expenses Not Covered

1. Vitamins, periodic check-ups, travel for health and examinations required for the use of a third party.
2. Cosmetic surgery or treatment when so classified by Confederation Life, unless such surgery or treatment is for accidental injuries and commenced within 90 days of an accident.
3. Charges levied by a physician for his/her time spent travelling, broken appointments, his/her transportation costs, room rental charges, for **advice** given by him/her by telephone or other means of **telecommunications**.
4. Any **services**, treatments or supplies payable under, or insurable only by, a government plan.
5. Intentionally self-inflicted **injuries** or illness **while** sane or insane.
6. Any disability for which you are entitled to Indemnity while sane or insane.
7. Bodily injury resulting directly or indirectly **from** insurrection, war, service in the armed forces of any country or participation in a riot.

Periods of Lay-Off

Should you be laid-off, your medical benefit will remain in force for 90 days from the first day of lay-off.

Termination of Insurance

Coverage under this plan will terminate on the earliest of the following dates:

1. when you terminate your employment.
2. on the date *you enter* the armed forces of any country on a full-time basis.
3. on the date the group policy terminates.
4. on the date you are no longer eligible.
5. on the date you die.

When your insurance terminates for any reason, written proof of claims must be given to Confederation Life within 90 days of the date of termination of insurance.

CLAIM PROCEDURE
HOSPITAL & MAJOR MEDICAL BENEFIT

Claim forms are obtainable from the supervisor in the area in which you work or from the Fringe Benefit Section of the Industrial Relations Department of Abitibi-Price Inc. in Grand Falls. When hospitalized, a claim form should be completed by the hospital. The claim form can then be submitted to Abitibi-Price Inc.

When making a claim, you must obtain the necessary form as outlined above, complete and return it, along with any itemized bills to:

Abitibi-Price Inc.
Fibre Resources Division
P.O. Box 500
Grand Falls, NF
A2A 2K1

To be eligible for payment, claims must be submitted not later than the calendar year following the year in which the claim occurred.

Itemised bills in support of claims will not be returned but will be retained by Confederation Life.

Note: It is your responsibility to pay for your medical bills and submit same to Confederation Life for reimbursement.



Handwritten initials or signature.

Eligibility

All full-time Union employees of the Fibre Resources Division under age 65 will be covered by this plan on the first of the month following the completion of a waiting period of 90 accumulated seniority days. If you are not actively at work on the date your coverage would normally become effective, it will become effective on your return to regular employment on a full-time basis.

Eligible dependents are your spouse and your unmarried children (including adopted, foster and step-children) who are under 21 years of age, unmarried children to age 25 if a full-time student. Any mentally or physically handicapped child may remain insured past the maximum age provided the child is incapable of self-sustaining employment and is wholly dependent on you for support and maintenance.

All your dependents must be registered (by name, relationship and date of birth) with the employer before claims are accepted for payment. If you are Initially insured for employee benefits only, and later acquire a dependent, you should notify your employer accordingly in writing. Your dependent will then be enrolled in the plan.

Co-ordination of Benefits

This plan includes a Co-Ordination of Benefits Provision. This provision operates in the event that you are covered under **more** than one health or dental plan and ensures that payments made by all plans do not exceed the actual expenses incurred.

Contributions

70.2
100

Effective August 15, 1985, contributions will be paid In full by the Employer.

Covered Expenses

The maximum benefit per calendar year is **\$600** per insured family member and covers extractions, partial and full dentures and denture repairs.

- dental xrays.
- oral surgery, including excision of impacted teeth.
- amalgam, silicate and plastic composite fillings.
- anaesthetics administered in connection with oral surgery of other covered dental services.
- injections of antibiotic drugs by the attending dentist.
- oral examination, scaling and cleaning of teeth once every six (6) months.

Reimbursements will be based on the suggested fees for general practitioners or denturists in the Newfoundland Dental Association Fee Guide for the previous year.

Pre-Determination of Benefits

If the cost of a course of treatment planned is expected to exceed **\$200**, the course of treatment must be filed with, and approved by, the insurance company prior to the commencement of treatment. The forms are available from your Employer. After reviewing the proposed treatment, the insurance company will notify both you and your dentist of the estimated payment under the plan. Failure to file and obtain approval may result in benefits of a lesser amount than would otherwise have been payable. When optional procedures are available, 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 or **denturist**.
- 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.
- 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.
- self-inflicted injuries or **illness** while sane or insane.
- fixed bridgework.
- charges levied by a physician or dentist for his/her time spent travelling, broken appointments, his/her transportation costs, **room** rental charges, or for advice given by him/her by telephone or other means of **telecommunication**.
- dental treatment received **from** a dental or medical department **maintained** by an employer, an association, or a labour union.
- services and supplies rendered for full mouth reconstruction, for a vertical dimension correction, or for a correction to temporal **mandibular** joint dysfunction.

Termination of Benefits

Insurance for you and your dependents will cease on the earliest of the following events:

1. termination of employment or retirement.
2. If you should die.
3. if you enter the armed forces on a full-time basis.
4. termination of the policy.

Extension of Benefits

In most cases, no dental benefits are payable for expenses incurred after the date your insurance terminates, even if a treatment plan has been filed and benefits have been determined by Confederation Life prior to the date your Insurance **terminates**. However, benefits are payable under the following circumstances:

1. Where an impression for a denture was taken prior to the date your insurance terminated and the denture is installed after the insurance terminates, dental expenses in connection with this procedure and incurred within **30** days after the termination of insurance are eligible.

2. If your insurance terminates due to your death, dental expenses incurred on behalf of your dependents will be eligible for payment provided:
 - a) the services are rendered within 90 days following your death, and
 - b) they are part of a series of planned dental services started prior to your death or rendered at definite dental appointments made prior to your death.
3. If your insurance terminates due to lay-off, benefits will continue for up to 90 days. There is no **specific** time limit for dentures, provided the work was started within the **90-day** period.

Workers' Compensation

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

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 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.

To be eligible for payment, claims must **be** submitted no later than the calendar year following the year in which the claim occurred.

EXTENSION OF BENEFITS

AFTER 90 DAYS

Fringe benefit coverage is maintained by the Company **during** regular operating seasons and for ninety (90) days after lay-off. After ninety (90) days, employees who wish to maintain **their fringe** benefit coverage may pay the premium cost and continue their benefits.