

<b>TERMS</b>	SOURCE	Comp	
	EFF.	93	05/01
	TERM.	98	04/30
	No. OF EMPLOYEES	518	
	NOMBRE EMPLOYÉS	df	

**LABOUR AGREEMENT**

**BETWEEN**

**E. B. EDDY FOREST PRODUCTS LTD.**

Hereinafter called the Company

**AND**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA,  
CLC AND ITS ESPAÑOLA LOCAL 74**

Hereinafter called the Union

**May 1st, 1993 to April 30th, 1998**

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## Article 1 - Purpose of Agreement

The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Mill at Espanola under methods that will promote to the fullest extent, safety to the employees, economy of operation, quality and quantity of output, cleanliness of plant, protection of property and reduction of absenteeism; and it is recognized by this Agreement to be the duty of the Company and the Union to cooperate fully, individually and collectively for the advancement of these conditions.

## Article 2 - Recognition

In order to ensure the carrying out the purpose of this Agreement, the Company recognizes the Union as the agency representing all of its employees at Espanola who are eligible for Union membership, for the purpose of collective bargaining. Masculine gender in this Agreement shall be considered to also include feminine.

## Article 3 - Membership

E. B. Eddy Forest Products Ltd., when hiring **men**, shall give preference to the members of the Union, providing such applicants are qualified. All employees on operation and maintenance, whose rates are fixed by the terms of the Agreement, shall become members of the Union within thirty (30) days after entering the Company's employ and shall be so instructed by the Human Resources Department. A copy of the hiring slips will be forwarded to the Union within (7) seven days. Employees shall maintain membership in good standing as a condition of continued employment. The Union will be notified of the men that have been taken off the current monthly check-off list.

## Article 4 - Seniority

### 4.01

The principles of seniority with qualifications that consideration be given to skill, efficiency and ability, shall govern promotions, layoffs and recalls after layoffs.

**4.02**

Employees who have been laid off shall be entitled to be reemployed in reverse order of layoff as opportunity exists.

**4.03**

All new employees shall serve a probationary period by working 240 straight time hours. After working 240 straight time hours, an employee shall have 24 months recall rights. Probationary period to reflect appraisal.

**4.04**

In cases of promotion where the man to be promoted is not the senior man in the department concerned, the Company will present the alternative name to the Union Committee. If the Union does not agree to this alternative name, then the vacancy will be posted. Selection from the applicants will be on the basis of seniority with qualifications. Seniority shall come into effect as of April 1st, 1946 for the Communications, Energy and Paperworkers Union of Canada, CLC, Wm. H. Burnell Local 74.

**4.05**

The Company accepts as policy, the request by the Local Union that any man refusing promotion or the training for the promotion will automatically become junior to the man accepting promotion or the training for the promotion. This refusal, with reasons, will be recorded in writing, signed by the employee and witnessed by his Supervisor. A copy will be forwarded to the Union. In cases of demotion or layoff, the employee accepting the promotion will revert to his former position retaining his job seniority applicable prior to his promotion.

**4.06**

It is understood and agreed that no step in the line of progression may be blocked by an employee who is unable or unwilling to progress further. In the event the Company does not feel that a vacancy can be filled adequately by making a promotion, it shall be permissible to hire a man from outside providing that the yearly ratio of outside hirings to promotions shall not exceed one to three in any one department.

↑

#### **4.07**

A tradesman who is laid off from his trade may at the time of layoff take the layoff from the mill or exercise his mill seniority under Article 4. A tradesman who takes the mill layoff will only be able to exercise his recall rights back to his trade.

#### **Article 5 - Jurisdiction**

It is fully agreed and understood that E. B. Eddy Forest Products Ltd. will not be required to act upon questions of jurisdiction among the Unions. Questions of jurisdiction shall be decided upon by the Unions themselves under the regulations provided by the Canadian Labour Congress. The established jurisdiction lines will be maintained during the term of this Agreement.

#### **Article 6 - Term of Agreement**

##### **6.01**

The parties agree that the Collective Agreement will be renewed for a period of three (3) years • May 1, 1993 to April 30, 1996 following which the agreement will be re-opened for the sole purpose of negotiating general wage increases only for a further **two (2)** year period from May 1, 1996 to April 30, 1998.

The parties agree that all other provisions of this Collective Agreement taking effect on May 1, 1993 will remain effective up to and including April 30, 1998.

E. B. Eddy Forest Products Ltd. and the Union agree one with the other that they will abide by the Articles of this Agreement from year to year thereafter unless amended in accordance with paragraph 6.04 below or terminated in accordance with paragraph 6.05 below.

##### **6.02**

Either party to the Collective Agreement may within the period of two months before the Agreement ceases to operate give notice in writing to the other party of any changes to be made.

**6.03**

In the event that Agreement regarding proposed changes is not reached prior to the April 30th ending the Agreement year, the existing Agreement shall continue in effect during the next agreement year until a decision with respect to the proposed changes is reached.

**6.04**

Either party desiring changes and modifications should submit these at least fifteen (15) days prior to the expiration date of the Agreement.

**6.05**

This Agreement may be terminated by either party on sixty (60) days written notice prior to April 30th in any contract term.

**6.06**

The Local Union shall have the right to discuss Local Adjustments with Management prior to May 1st of each year except if the classification is covered in the Job Classification Plan. It is understood that "Local Adjustments" are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility. Failure to agree on any such cases shall in no way interfere with the terms of the Collective Agreement concerned.

**Article 7 - Interruption of Work**

It is specifically understood and agreed that neither strikes on the part of the Union nor lockouts on the part of the Company shall occur during the life of this Agreement.

**Article 8 - Hours of Employment for Tour Workers**

**8.01**

The schedule of hours for tour workers and hours at which tours shall change shall be from 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to 12:00 midnight; 12:00 midnight to 8:00 A.M. or as mutually agreed. Sunday is the first day of each week.



**8.02**

Each worker is required to be in his place when his tour begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job.

**8.03**

Should a tour worker be unable to report for work at the beginning of his shift, he must have his department supervision notified before the start of his regular shift.

**8.04**

If a tour worker does not report for his regular shift, his mate shall notify his department foreman or superintendent. He shall then remain at his post until a substitute is secured, A tour worker who does not have a "posted" or "named" relief will be allowed to leave the job after his shift or tour without penalty or delay.

**8.05**

If an employee has been absent from work a day or more he shall give adequate notice to his foreman or superintendent of his intention to return. This notice should be given twenty-four (24) hours in advance if possible, or at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him to adjust the shifts back to the original schedule, the supervisor may send the returning employee home when he reports for work.

**8.06**

A tentative work schedule will be posted not later than 3:00 P.M. of the previous Wednesday.

Schedules must be posted in the departments not later than 3:00 P.M. of the previous Thursday. If there is any change in the work schedule after 3:00 P.M. on Thursday, the **Company** will notify the employers involved.

**Article 9 - Daily Overtime Rules for Tour Workers**

**9.01**

Tour workers shall be paid at the rate of time and one half for all work performed beyond their regular daily hours of work with the following exceptions:

**(a)**

When overtime work by special arrangements between tour workers and his mate to exchange shifts and the shifts are to be worked back in different work week or pay period, the Local will be provided with a duplicate of the request for change.

**(b)**

When required to replace an employee for tardiness up to two (2) hours. If replacement is not provided in two (2) hours, time and one half will apply at the beginning of the overtime shift.

Employees who fail to report for work or who in any way penalize their mate or the Company under this overtime arrangement will be subject to the Rules and Regulations of Penalties for Absenteeism.

**9.02**

It is agreed that the Company will establish rules and regulations to penalize employees who fail to report for work, or who in any way penalize their mates or the Company under this overtime arrangement. Disciplinary action under these rules and regulations shall be subject to the Grievance Procedure.

**9.03**

**(a)**

Except as noted above, tour workers requested to report to work by the Company before or after regular working hours or on their scheduled days off, shall receive time and one half for all overtime work, plus one hour for coming to and from the Mill. In no case shall they receive less than four (4) hours pay at regular rates for the work performed on each call.

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**(b)  
Call-In**

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An employee called in on a Sunday will receive six (6) hours time or time and one half, plus one hour for coming to and from the mill whichever is greater.

**9.04**

Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

**9.05**

Two hours time shall be allowed in the case of the tour workers reporting for work and being sent home, except in the case where the Company has made an honest effort to notify men at least one (1) hour before reporting time and has been unable to communicate with them.

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- 02

**9.06**

With reference to the operation of the Paper Mill, it is understood and agreed that the minimum number of essential personnel including day workers, may be required to come on duty not earlier than one hour prior to a start-up following a Statutory Holiday.

**9.07**

When a tour worker receives time off as a punishment, there must be provision made for a relief so that his fellow workers will not have to work extra hours.

**9.08**

A tour worker who is required to work more than one six day week in a regular 28 day cycle, will receive time and one half for the second sixth day worked in this cycle and subsequent six day weeks in the established 28 day cycle.

**9.09**

Employees on 4:00 P.M. to 12 midnight and requested to work 8:00 P.M. to 8:00 A.M. will be paid for a Call-in for the first four hours and premium time for the remaining hours as a shift change. On subsequent

consecutive requests, the employee **will** be paid Call-in pay for the first four hours, straight time for the hours between 12:00 midnight and 4:00 A.M. and premium time for hours between 4:00 A.M. and 8:00 A.M.

**9.10**

When replacing for absences on shift the following procedure **will** be used:

When premium pay is required to cover the absence on the first shift and if the next shift or subsequent shifts are also vacant and supervision is unable to schedule a qualified replacement to fill the vacancy or vacancies, the agreed procedure will apply. This practice will continue into subsequent shifts if the Company is unable to reschedule to fill the vacancy.

When replacing for an absence on shift:

- 1st** The employee to be relieved will be asked to work an additional 4 hours. If agreed, the employee on the shift following the vacant shift will be asked to report four hours early and work a 12 hour shift. If either employee declines the 4 hour arrangement,
- 2nd** The employee to be relieved on shift **will** be asked to work a double shift. If declined, the employee on the shift following the vacant shift **will** be asked to work a double shift,
- 3rd** If declined, the employee on his day off **will** be asked to work,
- 4th** After the above procedures have been followed, the Company may ask any other trained employee in the respective jurisdictions.

**Article 10 - Starting and Stopping of Work**

When a tour begins, each tour worker is required to be at his place of work and ready to start. At the end of the shift no tour worker shall leave his place of work to wash up and dress until his mate has changed his clothes and has reported to take over the responsibilities of the position. If a tour worker does not report to take his place, his mate shall notify the foreman. He shall then remain at his post until a substitute has been obtained and if necessary, must work an extra shift. It is the duty of a tour

worker to report for his shift, unless he has arranged with his foreman for leave of absence. If unavoidably prevented from reporting through exceptional circumstances, he must make an honest effort to notify his department supervision before the start of his regular shift. Abuse of this rule will be looked upon with disfavor by Management and it is understood that only bona fide reasons are acceptable under this rule.

## **Article 11 - Schedule of All Day Workers**

### **11.01**

A normal work day shall be from 8:00 A.M. to 4:00 P.M. A twenty minute paid lunch period will be provided during the normal work day. Hours of employment for day workers shall be, when possible, 8 hours per day, 5 days per week, Sunday being the first day of each week. Work in excess of 8 hours duration shall be paid at the rate of time and one half.

### **11.02**

The normal work week for day workers shall be a five day, 40 hour week and work in excess of forty hours shall be paid at the rate of time and one half. A day worker, having worked a total of 40 hours in a week, shall be excused by his Foreman for the balance of the week except in cases of emergency. Each day worker shall have two scheduled days off per normal work week. All overtime hours worked excepting call-outs, planned start-ups and planned shutdowns shall be totalled in arriving at the forty hour work week.

Planned shutdowns and start-up include:

Total outage of the entire Mill excluding Statutory Holidays.

### **11.03**

#### **(a)**

Employees requested to do work between the hours of 4:00 P.M. and 8:00 A.M. shall receive time and one half for actual time worked plus one hour for coming to and from the mill and shall receive a minimum of four hours.

#### **(b)**

An employee called in on a Sunday will receive six (6) hours time at time and one half, plus one hour for coming to and from the Mill, whichever is the greater.

**11.04**

Employees requested to do work on their scheduled day or days off will receive call-out pay. The above clause will apply to any employee notified to report for work before his next regular shift.

**11.05**

Two hours time shall be allowed in the case of day workers reporting for work and being sent home, except in cases where the Company has made an effort at least one hour before reporting time to notify men and have been unable to communicate with them.

**11.06**

Should an employee wish to change his scheduled or designated day or days off, he and his Supervisor must mutually agree at least twenty-four (24) hours in advance. Under such arrangements, it is understood that the employee will work at straight time rates on the day or days originally scheduled as day or days off. On the other hand, if he is requested to work on the alternative days mutually agreed upon as his day or days off, he shall be paid at the overtime rate.

**11.07**

In the event of a major breakdown an employee may be required to work on his scheduled or designated day or days off, for which he will be paid at straight time rates provided he has been given at least twenty-four (24) hours advance notice and assigned another day or days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these days.

**11.08**

Work schedules will be posted by 3:00 P.M. Thursday for day workers, however, the Company reserves the right to revise these schedules when necessary up to 12:00 noon Friday previous to the work week. The Company accepts the responsibility to ensure that employees scheduled on day off Friday are notified of any change in the schedule.

**11.09**

All day workers are expected to report for their regular day's work unless previous arrangements have been made. Day workers shall be in their respective working places to begin work at their designated starting time. Day workers are expected to complete unfinished work when requested, with provisions for overtime as set out in our Agreement.

### **11.10**

Any day worker required to work shifts after the work schedule is posted shall be paid premium time for the first shift worked and any shifts worked over five (5) in a week or 40 hours.

### **11.11**

A day worker scheduled to work 12 hours nights (8:00 P.M. to 8:00 A.M.) will be paid 4 hours at straight time rate and 8 hours at time and one half with all actual hours to accumulate towards 40 hour week.

## **Article 12 - Temporary Relief**

### **(a)**

The term temporary relief whenever used in the Agreement means an employee hired between May 1st and December 1st for the purpose of providing replacement during the vacation period. Temporary relief employees will be terminated by December 1st of each year. On October 1st of each year the outstanding vacancies will be posted and the transferring of employees to vacant positions will be completed by December 1st consistent with Article 23 Transferring of Employees from One Job to Another, 23.06 paragraph 2.

### **(b)**

The term temporary relief whenever used in the agreement means an employee hired between May 1st and December 1st for the purpose of providing replacement during the summer vacation period.

Vacancies created by the termination of temporary relief employees will be filled as follows:

- 1) by application of Article 23.
- 2) by application of the Letter of Understanding titled "Jurisdictional Transfer of Employees".
- 3) New hires.

No temporary relief will be given operators or helpers jobs unless regular employees with requisite qualifications are not available for the job. Deviation from this policy will be discussed with the Union.

(c)

Layoff of employees hired for temporary relief shall be carried out on a departmental seniority basis.

Article 13 - Shift Differential

41.2  
100-10

A shift differential of \$.40 per hour will be paid for all work performed during the scheduled afternoon shift; 4:00 P.M. to 12:00 Midnight.

A shift differential of \$.60 per hour will be paid for all work performed during the scheduled night shift, 12 midnight to 8:00 A.M. <sup>45</sup> ~~100-10~~

Shift differential does not apply to day workers on overtime work.

Tour and shift workers absent on vacation, holidays with pay or paid sick leave shall not be entitled to shift differential.

Article 14 - Absenteeism

14.01

The Union will cooperate actively in every possible manner to eliminate absenteeism.

A day worker who is unable to work his shift due to sickness or non-occupational accident, must have his department supervision notified before the start of his regular shift.

Phone In Procedure

The employee must first call his department to report his absence. Arrangements will be made with the telephone company to ensure that all department lines also ring in the guard house and these lines will be answered by the Security Guard after a number of rings. Security will take the message in writing on a form provided and will forward it to department supervisor.



**14.02**

**Penalties For Absenteeism**

It is the duty of an employee to report for work unless he has arranged otherwise with his foreman (see Article 10 and 14.01).

Failure to make arrangements may provide the following penalties, after suitable investigation:

FIRST OFFENSE • Instruction and written warning

SECOND OFFENCE • Instruction and 3 day layoff

THIRD OFFENCE • Discharge

An employee off for 3 days without notification will be subject to discharge.

The Union will be given written notice of penalties under this Company Regulation.

**14.03**

It is understood that should an employee have a clear record for a full twelve month period between the first offence and second offence, or second offence and third offence, then for the purpose of Article 14.02, his record shall be considered clear.

**14.04**

The Company will issue only written penalty records that spell out a full detailed explanation of the offence.

**Article 15 - Trades Training Program**

**15.01**

An Ontario Government approved program will be established for the following trades:

- |                       |            |
|-----------------------|------------|
| MILLWRIGHTS           | CARPENTERS |
| PIPEFITTERS           | AUTOMOTIVE |
| MACHINISTS            | MECHANICS  |
| PLATE & TIN MECHANICS | RIGGERS    |
| INSTRUMENT MECHANICS  | WELDERS    |

Others may be added as required. The number of employees training in each trade will be governed by the estimated future manpower requirements in that trade.

#### **15.02**

The program will be generally based on the Ontario Government's Apprenticeship and Tradesmen's Qualification Act.

#### **15.03**

When an opening occurs in the Trades Training Program, the job posting will be awarded to the most senior man in the Mechanical Department who successfully passed all tests that are required. (It is understood that present qualified mechanical tradesmen cannot apply for the posted vacancy.) If no one qualifies, then the vacancy will be filled by the most senior man who posted from any other department under the jurisdiction of C.E.P. Local 74 who passed the required tests.

In the event the position is still not filled, all employees under the jurisdiction of Local 156 C.E.P. will be able to post and the senior qualified applicant will fill the vacancy.

#### **15.04**

The program will be supervised by the Trades Training Advisory Committee, which will consist of two members of Local 74, two members of Management and a Chairman. The Chairman's position will be filled by the **Director of Training and Development**. A meeting of this committee will be held quarterly or as required.

#### **15.05**

Applicants must have a minimum of Grade 10 education or equivalent as required for a certified program. They will be required to submit to a series of aptitude tests to determine their suitability for the training program.

#### **15.06**

The minimum mechanical aptitude tests will be as per recommendations made by James W. Westcott & Associates in their "Report on the Selection of Candidates for the Trades Training Program" dated June, 1976. The personnel reaction blank test will not be used. The tests will

be administered by the Human Resources Department and the results kept in strict confidence. Accepted candidates will be interviewed by the Advisory Committee who will make the final selection. All other consideration being equal the Advisory Committee will give preference to the Candidates with higher seniority.

Once a person has been successfully tested for a particular trade he does not have to be tested again. If he is not selected upon his first application he may apply again in the future. If he applies for a different trade which requires additional tests he will have to take these additional tests.

**15.07**

The following programs are proposed:

TRADE	SUGGESTED PROGRAM	ONTARIO REG.	LENGTH OF PROGRAM	GROUP NO.
Millwright	Construction Millwright	543/72	5 periods of 2000 hours each	1
Machinist	Machinist (Industrial)	Non Regulated	5 periods of 2000 hours each	1
Instrument Mechanics	Instrument Mechanics	Non Regulated	5 Periods of 2000 hours each	1
Automotive Mechanic	Motor Vehicle Mechanic	94/69	5 Periods of 1800 hours each and one period of 1000 hours	2
Pipefitter	Steamfitter	124/73	5 Periods of 1800 hours each and one period of 1000 hours	2
Plate & Tin Mechanic	Sheet Metal Worker	298/73	5 Periods of 1800 hours each and one period of 1000 hours	2
Carpenter	General Carpenter	570/76	4 Periods of 2000 hours each	3
Riggers	Industrial			

	Mechanic Rigger	Non Regulated	4 Periods of 2000 hours each	3
Welders	Welder Gas and Arc	Non Regulated	5 Periods of 2000 hours each	1

The formal training program **will** be completed and Certificates of Qualifications (both Government and Company) **will** be issued as follows:

For Trades Under Group 1 • at the end of 5 periods

For Trades Under Group 2 • at the end of 6 periods.

For Trades Under Group 3 • at the end of 4 periods

**A** further single period of experience will be required in each case to qualify for the 1st class tradesman's wage rate.

**15.08**

Straight time overtime hours (actual hours worked) will apply towards the required accumulated time. Vacation time **will** apply toward the required accumulated time. Time for sickness up to one (1) week (5 working days) per year will not be deducted. The Human Resources Department will keep a record of accumulated time for each individual.

**15.09**

Some of the regulated trade programs will require modification to ensure that the trainees learn special tasks required at Espanola.

The programs for ~~the~~ non regulated trades will be set up by the Company. ~~2.50~~

Where applicable, trainees **will** be required to attend in-school training sessions at one of the community colleges. Where none are available they will be required to attend courses presented by the Company or to take selected correspondence or home study courses. In-plant practical training **will** be provided by exposing the trainee to the jobs pertaining to his trade. The Advisory Committee **Will** participate in setting up in-plant training schedules.

**15.10**

The incumbent trainee must acquire a complete set of trade related hand tools as follows:

Trades under Group 1 - before 6,000 hrs.

Trades under Group 2 -before 7,200 hrs.

Trades under Group 3 -before 6,000 hrs

**15.11**

There will be a 60 day probationary period for all employees entering the trades training program. During this period, if the employee does not display the necessary aptitude for the particular trade he may be returned to his former job without loss of seniority. Trainees must be successful at the in-school training sessions in order to continue in the program. Two successive failures at school will constitute a dissolution of any contract between the Company and employee. Similarly the contract will be dissolved if the advisory committee recommends the withholding of two successive pay increases.

**15.12**

The trainees will continue to receive full wages and benefits during the in-school and night school training periods required in the program.

**15.13**

A trainee normally will not be requested to work alone until the 3rd work period.

**15.14**

The progress of each trainee will be recorded and kept on file in the Human Resources Department.

**15.15**

Wage Rates will be in accordance with Appendix I.

Those Mechanical Department employees who are selected for trades training and whose wage rates at that time are above the rates in the program will have their wage rate red circled until the program rates catch up.

*[Handwritten initials]*

**15.16**

When an apprentice (trainee) is retained in the trade, while senior 1st Class employees are laid off from that trade, the senior man on layoff will retain his trade Department seniority ahead of the apprentice. When the apprentice becomes a qualified tradesman, he will assume his rightful position on the department seniority list behind those tradesmen that have been laid off.

**Article 16 - Vacations, Holidays and Compassionate Leave**

**16.01**

Vacation pay shall be for a normal week's earnings based on the employee's rate for his regular occupation, times the number of hours normally scheduled for that occupation, and according to the practices presently in effect.

55.02 ~~16.02~~

Each week of vacation pay will be calculated at 2.4% of gross earnings in the previous calendar year or 40 hours pay for day workers (42 hours for tour workers) at the employees regular rate, whichever is greater.

**16.03**

When an employee has worked 960 straight time hours or more within the qualifying year on a higher rate, his vacation and holiday pay will be calculated on the higher rate.

**16.04**

Employees who have had one years' continuous employment shall be eligible for two weeks vacation with pay.

54  
2-02

Employees with five (5) or more years of continuous service shall be entitled to three (3) weeks vacation with pay.

15-03

10-04

Employees with ten (10) or more years of continuous service shall be entitled to four (4) weeks vacation with pay

18-05

25-06

30-07

Employees with eighteen (18) or more years of continuous service shall be entitled to five (5) weeks vacation with pay.

Employees with twenty-five (25) or more years of continuous service shall be entitled to six (6) weeks vacation with pay

Employees with thirty (30) or more years of continuous service shall be entitled to seven (7) weeks vacation with pay. 55, b

Employees shall receive an additional four (4) hours pay at his regular rate for each week of vacation entitlement taken during the period January 1st to April 30th. This practice would also apply to an employee taking a block of floaters that would give him from Sunday to Saturday off during the period January 1st to April 30th. It is understood that this option may only be taken once per calendar year.

#### **16.05**

An employee who has been offwork because of an accident (covered by Worker's Compensation) shall be granted pay with equivalent time off in accordance with the Provisions of Article 16, for accrued vacation and/or floating holiday entitlement in the calendar year in which he was offwork.

#### **RE: Weekly Indemnity:**

**In the event that not enough time remains in the corresponding calendar year to accommodate the equivalent time off or any portion thereof, such employee will be permitted to carry over the unused vacation/ floating holidays to the following calendar year and will take this time immediately after the conclusion of his/her weekly indemnity claim prior to returning to work.**

#### **16.06**

A terminated employee shall be paid his full vacation entitlement for the previous calendar year plus his full pro-rated entitlement for the current calendar year.

After the first year of qualification, the Company agrees to advance the employee's entitlement to January 1st of subsequent years.

#### **16.07**

Employees must have worked at least 750 hours during each calendar year. Time off due to compensable accidents shall be considered as time worked. It is within the discretion of the Mill Management to allow certain variations from the limiting clause for sickness or other modifying causes. Employees are paid one normal week's earnings at their regular rate of pay for each vacation week or 2.4% of gross earnings in the previous calendar year, whichever is the greater.

**16.08**

**(a)**

The Company will endeavour to avoid shifts in excess of 8 hours due to holidays, but if it becomes impossible to obtain competent men, it is understood that periods of work in excess of 8 hours will be mutually agreed upon between Management and the Union.

Vacations will be applied for on the forms provided for this purpose. When an employee has received his confirmation slip of his request (green copy), the Company will ensure that the vacation is granted.

**(b)**

The summer vacation block for all tour workers will begin eleven (11) weeks before Labour Day.

**16.09**

**(a) - Supplemental Vacation Allowance**

Employees with 25 years or more continuous service shall receive the following additional vacation in the year in which they would attain the following ages:

- At age 60 and before age 61 - One Additional Week.
- At age 61 and before age 62 - Two Additional Weeks.
- At age 62 and before age 63 - Three Additional Weeks.
- At age 63 and before age 64 - Four Additional Weeks.
- At age 64 and before age 65 - Five Additional Weeks.

**(b)**

All additional supplementary vacation allowance must be taken within the period from September 15th to June 15th.

**16.10**

**(a) - Mechanical Formula**

Total accrued vacation in department with a maximum of three (3) weeks per employee divided by the number of weeks in vacation block (14).

**(b)**

For the Mechanical and Mill Stores departments, there will be three (3) rounds of bookings for holidays - two (2) spring bookings for the summer



block and one (1) September booking for the fall/winter block and that they will all be by seniority

#### 16.11 (A) Statutory Holidays

(a) The four (4) paid Statutory Holidays shall be as follows and all necessary work done on these days shall be paid at double time

(b) Statutory Holidays for day workers will not be considered as a regular day off.

(e) Canada Day - 24 hour shutdown from 8:00 a.m. on the morning of July 1st, until 8:00 a.m. on the following day.

Labour Day - 24 hour shutdown from 8:00 a.m. on the morning of the holiday until 8:00 a.m. on the following day.

Christmas Day - A shutdown of 40 hours from 4:00 P.M. December 21st until 8:00 a.m. December-26th. An additional 8 hours holiday pay for those who qualify under the Statutory Holiday clauses.

New Year's Day - A shutdown of 32 hours from 4:00 P.M. December 31st, until 12:00 midnight on January 1st.

(d) The shutdown periods may be changed by mutual agreement. It is further agreed that all employees whose rates are fixed by the terms of the Agreement and who have been in the service of the Company for not less than thirty (30) days immediately preceding a designated Statutory Holiday shall be entitled to receive holiday pay for Canada Day, Labour Day, Christmas and New Year's Day subject to the following conditions:

**(i) Holiday pay will be at the rate of eight (8) times the employees regular hourly rate unless the statutory holiday would have been a working day on the employee's regular 12 hour shift weekly schedule and the employee does not work on the statutory holiday in which case the employee shall receive 12 hours pay at his regular rate.**

(ii) Employees who would normally have been at work on such designated Statutory Holidays shall receive holiday pay.

(iii) 1. Employees who are on regular vacation at the time of such

designated Statutory Holidays shall receive holiday pay in addition to their regular vacation pay. When a Statutory Holiday falls during a tour workers annual holidays, said employee may opt to take another day off in lieu of the Statutory Holiday pay, at a mutually agreeable time. When a Statutory Holiday falls within a Day Workers annual vacation period, compensating time off shall be taken consecutively with his vacation period, with the exception that production department employees considered as day workers shall be exempted from the rule

**2.** Tour workers whose scheduled day off falls on a designated Statutory Holiday will be paid for the Statutory Holiday and will be given the option of another day off without pay, at a mutually agreeable time.

**(iv) 1.** Employees who are obliged to work on a designated Statutory Holiday shall be entitled to double time for the time worked on such holiday and to one day off with pay for 8 hours as specified in clause (i) above, at a time mutually convenient to such employees and the Management. Employees required to work on a Statutory Holiday and wish to defer the Statutory Holiday payment will be required to inform their Supervisors on the Friday previous to the Statutory Holiday.

Effective July 4th, 1984, it was agreed that the interpretation of the above clause 16.11(A)(d)(iv) 1. is to apply to employees obliged to work under essential services only.

The provisions of Article 16.11(A)(d)(iv) 1. do not apply to day workers and operational workers who volunteer to work on a Statutory Holiday.

**2.** Double time will be paid for all hours of work on a statutory holiday.

**(v)** Employees who are off work on account of absence initiated by themselves, when normally they would be at work shall not be entitled to Statutory Holiday pay.

A regular employee will be considered absent with justifiable cause if he is unable to report for work because of sickness or accident and able to prove such with a medical certificate and providing he has worked at least eight (8) hours in the ninety (90) days preceding the holiday.

This also applies if he has applied for and received special official leave, approved by the Human Resources Department.

**16.11 (B) Agreement Covering the Operation  
Of the Mill During New Year's Day  
Holiday**

**(A)1).**

Notwithstanding the provision of the collective agreement and in particular those provided for in Article 16, the Company will have the right to operate the mill during the statutory holiday of New Year's Day on a voluntary basis. However, if sufficient qualified voluntary employees are not available to fill the required department schedule, the vacancies will be filled by reverse seniority from the junior qualified employees of each department. The Company will advise the Union sixty (60) days in advance of its intention to operate on New Year's Day Holiday.

**1.1)** When production continues during a statutory holiday, crews will be kept to a minimum as is done during regular operations on Sunday.

**1.2)** An employee who works during a statutory holiday so that production may be maintained, will be paid in the following manner:

**a)** The statutory holiday is paid according to Articles 16.10(D)(i) or 16.11(d)(i) depending on which applies;

**b)** Double time is paid for hours worked;

**c)** For each hour worked, an additional payment will be made of one (1) hour at the rate of pay of the job at which the employee worked;

**d)** An employee who works a complete relief shift during the twenty-four (24) hours of a statutory holiday, may take a compensatory holiday (unpaid) before the following month of May, at a date agreed upon with his immediate supervisor.

**1.3)** The employee who does not work during his statutory holiday is paid according to Articles 16.10(d)(i) or 16.11(d)(i) depending on which applies.

**1.4)** The weekly work schedule will be respected when the mill operates on a statutory holiday.

**B.**

During total shutdown of the mill for statutory holidays, procedures for shutdown and for start up of the mill will be carried out as per the current practice.

**C.**

This agreement does not apply to employees whose regular work must take place during statutory holidays while the mill is not in operation



**16.12**  
**(a) Floating Holidays**

Regular employees are entitled to six (6) Floating Holidays in each calendar year.

**(b)**

It is agreed that new employees be entitled to six (6) Floating Holidays with the following qualifications:

- One day after thirty (30) days continuous service.
- Two days after sixty (60) days continuous service.
- Three days after ninety (90) days continuous service.
- Four days after one hundred and twenty (120) days continuous service.
- Five days after one hundred and fifty (150) days continuous service.
- Six days after one hundred and eighty (180) days continuous service.

**(c)**

Floating Holidays must be scheduled before October 1st. Preference will be given according to seniority after October 1st.

**(d)**

Floating Holidays must be taken for regular work days or shifts and not for scheduled days off, or for Statutory Holiday shutdown time at Christmas and New Year's.

**(e)**

Floating Holidays will not be paid unless the actual time off is taken except in the case of an employee retiring or his employment being terminated. It is the responsibility of the employee to apply for Floating Holidays.

**(f)**

It is understood that an adequate working force must be maintained at all times.

**(g)**

It is understood that except under special circumstances adequate time **will** be given to permit the Supervisor to make the required arrangements.

**(h)**

It is understood that not more than ~~six~~ (6) Floating Holidays will be paid to any person in any calendar year.

**(i)**

The above clauses concerning Floating Holidays will not apply to "Temporary Relief" who are off Company payroll by November 30th. Hiring slips for Temporary Relief will be stamped for clarification as "Temporary Relief".

**(j)**

Floating Holidays will be applied for on the forms provided for this purpose. Confirmation or denial of the request will be returned to the employee within five (5) days. When an employee has received his confirmation slip of his request (Green Copy) the Company will ensure that the Floating Holiday is granted.

**(k)**

The Company will attempt to minimize problems incurred in scheduling Floating Holidays.

*6:00*

**Article 17 • Bereavement Leave • 8-Hourshift**

When death occurs to an employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

When death occurs to an employee's immediate family. Immediate family is defined as:

Mother, Father, Brothers, Sisters, Mother-in-law, Father-in-law, Stepfather, Stepmother, Stepbrother, Stepsister, Grandmother, Grandfather. or Grandchild.

The employee will be granted leave for eight (8) hours at his regular straight time rate for **up** to three (3) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

Pay will be at straight time even though one or more of the days of funeral leave occurs on Sunday or a paid holiday. Pay for three (3) or five (5) scheduled working days will not be granted if the employee does not attend the funeral, he shall receive one (1) day's compassionate leave with pay.

An employee must have thirty (30) or more days of service with the Company and must make application for this payment.

The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on Funeral Leave.

An employee absent on scheduled vacation or floating holidays will be provided the usual number of days applicable to Funeral Leave in addition to his vacation or floating holiday payment.

#### **Article 18 - Leave of Absence**

The Company will agree to the following language concerning Leave of Absence without pay:

**(a)**

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

1. Legitimate personal reasons
2. Official Union Business.
3. Candidacy for public office at the Federal, Provincial or Municipal level. Such leave may be extended until seven (7) days have elapsed following the date of election.

**(b)**

Any leave of absence granted as per paragraph (a) will not result in any loss of seniority.

63.1

**(c)**

Leave of Absence without pay may be granted at the discretion of Management for service as an elected representative in the Federal, Provincial legislature or Municipal. 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.

**(d)**

Any Leave of Absence granted as per paragraph (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service related benefit.

**(e)**

Employees, when granted a Leave of Absence in excess of one (1) month, will be required to prepay full premiums for group life insurance and all other insurance coverages in accordance with provisions of the respective policies.

**(f)**

All requests for "Leave of Absence" must be applied for in writing.

**(g)**

The Company may require an employee to exhaust his normal vacation entitlement before commencing a Leave of Absence.

## **Article 19 - Jury Duty**

63.1

### **19.01**

An employee who is prevented from working his scheduled shift due to being on jury duty or reporting for jury roll-call, crown witness or subpoenaed witness, shall be paid the difference between the pay received for such jury duty and eight (8) times the straight time hourly rate he would otherwise have received. Such employee must have at least ninety (90) days continuous service.

**19.02**

An employee scheduled to work the midnight to 8:00 A.M. shift or tour immediately prior to jury roll-call or jury duty on that date will be excused upon request and jury roll-call or duty allowance will be paid.

**Article 20 - Meal Clause**

39a  
911

**20.01**

The Company agrees that, unless personally notified the previous day, an employee who is required to **work** beyond his regular hours, will be provided with a meal at the Company's expense. This section shall also apply in the case of an employee who is called out and required to work through a normal meal period.

**20.02**

Employees called in to work a complete shift on overtime or on his regular day off, will be required to provide his own meal, providing he is notified more than two hours prior to starting time of the shift. No employee **will** be required to provide more than one meal under this application.

**20.03**

**After** the provision of the first meal, under any section of this clause, a hot meal **will** be provided every four (4) hours thereafter at the Company's expense.

39b  
911

**20.04**

The Company will accept the responsibility to provide a hot meal on 12-8 shift when required. Employees will be allowed to use meal tickets at their discretion within a **fourteen (14)** day period from date of issue.

**Article 21 - New Year's Start up**

The Union grants permission for volunteer workers to do the work required to permit the Sulphate Mill to start operations by 12:00 midnight on New Year's Day. It is understood that such volunteer workers namely:

- #1 a Line 1st Operator
- #1 a Line Assistant Operator
- #2 Line Cook



#2 Line Helper  
Recovery Operator  
Feed Water Treatment Operator  
Recovery 2nd Operator  
Recovery Helper  
Utility Man  
2 Millwrights  
2 Pipefitters  
2 Instrument Mechanics

will not be requested to work more than four (4) hours prior to 12:00  
midnight on New Year's Day.

**Article 21-A Essential Services  
(Voluntary): Statutory Holidays**

Lime Kiln Operator  
1a Digester Operator or Trained Assistant  
#3 Recovery Operator  
Water Treatment Operator  
#3 Recovery 2nd Operator  
#3 Recovery Helper  
Utility Man  
Causticizer Operator on occasion to pump off mud loads  
Stock Runner (Environmental Monitoring only)  
General Helper (Environmental Monitoring only)  
Level 5 • Lab Technician (Environmental Testing only)

**Mechanical Department**

Shift Pipefitter  
Shift Millwright  
Automotive Mechanic to maintain Terry Heaters (as required)  
Truck Drive to refuel Terry Heaters (as required)  
2 Mechanical Helpers • Dam Control (as required)  
2 Carpenters  
2 Labourers • snow removal (as required)  
1 Loader Operator  
1 Truck Driver (to haul reburnt lime)

**Woodyard**

1 Foreman  
1 Reclaim Operator to keep reclaim system in operating condition  
Refuse Fuel Handler

**Article 21B - Non-Voluntary Essential Services**

New Year's Shutdown Only (Mill not operating)

Shift Engineer #3 only  
#3 Recovery Operator  
#3 Recovery 2nd Operator  
Feedwater Treatment Operator  
Refrigeration and Compressorman

All Other Statutory Holidays (July 1st, Labour Day, Christmas)

Shift Engineer #9 only  
#9 Operator  
#9 2nd Operator  
#9 Helper  
Refrigeration and Compressorman

**Article 22 - Wire Clause**

**22.01**

An employee called in to put on a "wire" shall be paid a minimum of **six (6)** hours at straight time, or time and one half (**1-1/2**) for the hours worked, whichever **is** greater.

**22.02**

When an employee **is** called in on a wire change, such employee shall be entitled to the provisions of the "Meal Clause", should the time engaged on the wire change be more than four (**4**) hours, or if he is required to assist on another wire change.

**Article 23 - Transferring of Employees from One Job to Another**

**23.01**

When it becomes necessary to transfer employees whether temporarily or permanently from one class of work to some other, the rate of pay for such employees shall be the regular rate paid for the class of work performed.

**23.02**

Any significant and/or material move of employees from one job to another will be discussed with the Union as soon as possible.

**23.03**

**(a)**

Employees returning to the O.L.P. from a temporary job posting, in a department, will hold job seniority in that department for a maximum period of three (3) months for recall purposes.

**(b)**

An employee returned to the O.L.P. from a permanent job through layoff will have the right to return to the department from which he was laid off when an opening occurs. This right to return will be rescinded when the employee successfully bids and is confirmed on a permanent job vacancy on a bottom job in another department.

**23.04 Supervision Replacement**

It is the Company policy that when an hourly worker is requested to act in the place of a Salaried Supervisor, his rate will be adjusted upward. Such upward adjustment will not be less than 75 cents per hour above the highest rate supervised.

During the life of this Agreement, the present established differential paid above an employee's regular rate will be maintained where it applies to hourly rated employees replacing Salaried Supervision in the following positions:

Sulphate Tour Foreman - Up to six (6) months working experience - **\$.75 per** hour above status rate.

**After Six Months - \$1.00** above status rate.

Steam Plant - Steam Plant Superintendent - **\$.75**

### 23.06

When a permanent vacancy occurs in a department the Company shall post on bulletin boards throughout the mill, a notice pertaining to the bottom job in the department affected. Such notice shall indicate the qualifications essential to the vacant position in the department. Such posting shall be for a period of seven (7) working days and the Company shall have the right to make a temporary appointment without penalty. Time worked in such temporary appointment will not be considered when making permanent selection according to this clause.

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In selecting the man for the permanent vacancy, the Company shall consider seniority, education and experience. When two or more employees education and experience are sufficient, then seniority shall prevail. The Company will provide a list of all applicants **to the local union** for each job posting, including Local Union Seniority.

In cases of promotion where the man to be promoted is not the senior man, the Company will present the alternate name to the Local Union who **will** have the opportunity to discuss with the Company the qualifications of the senior man. The Company shall take such presentation into consideration in making its decision. It is recognized that the responsibility of management **is** to ensure the maintenance of an adequate work force to operate the Mill. This decision may be subject to the Grievance Procedure as outlined in Article 26 of this Agreement.

A successful applicant will be on trial for a period not to exceed thirty (30) working days and/or 240 regular working hours excluding overtime, which ever comes first, on his new job. If the employee proves satisfactory, he **will** then be confirmed in his new position. If the employee proves unsatisfactory during the trial period, or asks to be returned to his former classification during the trial period, he will be returned to his former classification and department at his former rate of pay, **as** will any other employees who were transferred or promoted **by** reason of the **employee's** successful application.

The above time limits may be extended by mutual consent.

Employees affected by return to his (their) classification will retain full department seniority.

Employees accepted on a job posting cannot apply for another posted job until completion of six (6) months in the job awarded with the

exception of any posting for a tradesman apprenticeship or helper vacancy. An employee who is returned from a job posting to his former classification cannot apply for another posted job until completion of six (6) months after return to his former classification. An employee who asks to be returned to his former classification cannot apply for another posted position for six (6) months from the starting date of his previous successful application.

It is agreed that time limits do not apply to job postings for tradesman apprenticeship or helper positions.

It is understood that this will not apply to temporary vacancies during the "Temporary Relief" period (posted scheduled summer vacation block). All permanent vacancies on the bottom jobs in the lines of progression will be posted by October 1st.

The Company will notify employees that are off work for reasons of sickness, accident, layoff or vacation of all job postings. The Company will make the selection within 14 days of the job being posted. The Local Union and the applicants will be advised of the successful applicant.

#### **Article 24 - Observing of Mill Rules**

All rules, policies and interpretations, heretofore mutually adopted by and between the officials of E. B. Eddy Forest Products Ltd. and the above named Union, shall remain in force during the life of the Agreement. Before new mill rules are added or old mill rules are changed, they will be discussed with the Union before posting. Copies of rules, policies and interpretations will be provided. Company will supply copies of mill rules, policies and interpretations within ninety (90) days.

#### **Article 25 - Contracting Out**

It is Company policy to do repair and maintenance work with its own crews. Contracting out will be kept to a minimum and the Union will be advised in advance of Company plans in this regard. The Company will not contract out repair and maintenance work, which is normally performed by the maintenance crew, for which the mill is equipped, for which crews are available and which employees are capable of

performing. The Union will be advised at least two (2) weeks in advance of any company plans in this regard except in the case of a genuine emergency.

## **Article 26 - Adjustment of Complaints**

### **26.01**

Any employee or employees not in agreement with Company policies or rulings must first take the matter up with his or their foreman within five (5) working days, excluding Statutory Holidays and weekends, and will be accompanied by a Shop Steward in his department or a Union Representative.

If this meeting fails to adjust the matter, the employees must refer it to his Departmental Superintendent in writing, within five (5) working days excluding Statutory Holidays and weekends.

The Department Superintendent or delegate, grievor, shop steward or union representative will meet to discuss the matter within five (5) working days excluding Statutory Holidays and weekends.

If the Superintendent fails to settle the problem to the employee's satisfaction and a complaint develops, it will be referred to the **Human Resources Department** either by the employee alone or in company with a representative of the Grievance Committee. Superintendent must reply within five (5) working days excluding Statutory Holidays and weekends.

The original written complaints received by Departmental Superintendent will be the basis of the complaint or grievance from that point on.

If the **Human Resources Department** does not settle the matter in five (5) working days, excluding Statutory Holidays and weekends, it shall become a grievance and then be reported by the official of the Union to the Resident Manager in writing, and the Resident Manager, shall give a written reply within five (5) working days excluding Statutory Holidays and weekends, stating the decision arrived at.

If the Resident Manager fails to adjust the grievance in a satisfactory manner, it should be referred to the President of E. B. Eddy Forest Products Ltd., or his authorized representative and the National President or Representative of the Union. If these two fail to reach an understanding, the matter may be referred to arbitration.

The Company will have the privilege of selecting an arbitrator, the Union will have the same privilege of selecting an arbitrator and the two thus chosen may select a third arbitrator. If these two arbitrators cannot agree upon a third arbitrator, the Provincial Minister of Labour at Toronto shall appoint a third arbitrator and this board of arbitration shall convene and render a decision which shall be final and binding upon both parties to this Agreement.

#### **26.02**

If an employee should be discharged in a manner that he considers unjust, it shall be reported in writing to the Resident Manager within five (5) working days excluding Statutory Holidays and weekends and who shall reply within five (5) working days excluding Statutory Holidays and weekends.

If determining any grievance arising out of discharge, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified. Such decision shall be final and binding on both parties to this agreement. However, in no case shall the Arbitration Board have the right to add, delete or modify any clause of the Agreement.

#### **Article 27 - Obedience Federal and Provincial Laws**

It is further understood that each party to the Agreement agrees to abide by all Provincial and Federal laws now in force or that may hereafter come in force during the life of the Agreement or any extension thereof, insofar as they apply to this Agreement.

## Article 28 - Rules and Regulations Governing Employees

Rules are issued for the purpose of creating understanding between all concerned. They are for the protection of all. They are not for the purpose of making work onerous or to display authority. Let us obey the rules for the safe working, for fair dealing and for good relations in our Mill.

## Article 29 - Automation 22.1

### 29.01

**The Company undertakes to advise and to discuss with the Union in advance as far as possible (minimum three (3) months) of any technological change which the Company has decided to introduce which will result in significant changes in the employment status of employees.**

### 29.02

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on an employee displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered. 22.2

### 29.03

If a permanent employee with one year's continuous employment or more is set back to a lower paid job due to job elimination under conditions set forth above, he shall retain the rate of the permanent payroll position for an initial period of six (6) months. For an additional period of six (6) months an adjusted rate will be established midway between this rate and the rate for his new job for each work week. At the end of the twelve (12) month period the rate for the job to which he is assigned will apply. Summer relief or temporary employees are not covered by this clause. 22.3

### 29.04

A permanent employee with one year continuous service or more, who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set for in 29.01 above. 22.4



**Article 30 - Severance Pay**

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A permanent employee with at least one year's continuous service who is laid off due to job elimination by Management decision for such causes as more efficient operation, change or elimination of a process, lack of orders, shall be paid severance pay. Severance pay shall not be paid due to job elimination for such causes as fire, flood, explosion or "Act of God".

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-1

Severance pay shall be paid in accordance with the following

(a) 30

32  
-10

Severance pay shall be 2% of an employee's total earnings for his last full period of service without interruption due to lack of work. Severance pay will not be paid to employees who resign or are discharged. One half of this severance pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks.

The second half of the severance pay is payable after the employee has been laid off a total of three (3) months. It shall be the responsibility of the employee to make application for such severance pay.

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-6

(b) If recalled to work before the severance payment is payable, no such payment will be made. Any employee refusing a recall shall forfeit his right to severance pay.

(c) If an employee is recalled after having received all of the severance pay due him, he will as of the date of return, commence a new period of accumulation which will be credited toward any future layoff

(d) If an employee is recalled after having received half of the severance pay due him, he will upon return to work, retain the right to the unpaid portion which will be added to any new accumulation of severance pay.

**Article 31 - Causes for Discharge**

Willfully disobeying posted safety rules.

Refusal to comply with Company rules

Leaving the Mill property without punching time card, unless on Company business or authorized by a Foreman because of special circumstances.

Smoking in prohibited areas.

Bringing intoxicants into or consuming intoxicants on mill premises or reporting for duty while under the influence of liquor.

Sleeping on duty.

Neglect of duty.

Deliberate punching of any time card other than his own

Insubordination

Destruction, removal or waste of Company's property.

Reading books, magazines, or newspapers while on duty except where required in the line of duty.

The disfigurement of bulletin boards and/or interference of Company notices.

Disorderly conduct.

Incompetency.

Neglect causing injury to any person.

**Article 32 - Bulletin Boards**

Notices shall not be posted in the Mill, except upon official bulletin boards. In such cases, permission of the Human Resources Manager must be obtained before the notice is posted.

**Article 33 • Safety**

**33.01**

Employees must not wear clothing which can readily become entangled in machinery.

**33.02**

Safeguards must only be removed for maintenance purposes and must be replaced when work is done.

**33.03**

Hard hats must be worn as posted

**33.04**

Safety shoes must be worn as a condition of employment. The Company shall pay \$60.00 once in each calendar year towards the cost of high quality safety shoes.

**Effective January 1, 1994, the Company will contribute \$70.00 per year towards the purchase of safety footwear.**

**Effective May 1, 1996, the Company will contribute \$80.00 per year towards the purchase of safety footwear.**

**(a)**

Employees purchasing safety shoes via payroll deduction will have the \$60.00 credited against the purchase price.

**(\$70.00 - Jan. 1/94)**

**(\$80.00 - May 1/96)**

**(b)**

Employees purchasing safety shoes will present proof of purchase to the Human Resources Department and will receive \$60.00 credit via payroll cheque.

**(\$70.00 - Jan. 1/94)**

**(\$80.00 - May 1/96)**

**(c)**

Temporary Relief will be covered under the first two options

**(d)**

At the end of the calendar year, regular employees who have not used

the \$60.00 credit towards the cost of safety shoes in that year, will receive credit via payroll cheque.

**(\$70.00-Jan. 1/94)**

**(\$80.00- May 1/96)**

**(e) Safety Shoes**

The Company agrees to pay an additional \$60.00 (**\$70.00-Jan. 1/94**) (**\$80.00-May 1/96**) once a calendar year towards the cost of safety shoes to:

- i) Regular Chemical Unloaders**
- ii) Regular Chlorine Dioxide Operators**
- iii) Tall Oil Operator**
- iv) Steam Plant Helper**
- v) Feedwater Treatment Operator**

**33.05 Health and Safety**

The Company will continue to provide protective Safety equipment to employees as required, including industrial safety glasses and industrial prescription safety glasses.

**33.06 Joint Health and Safety Conference**

**(a)**

A joint E. B. Eddy Forest Products Ltd./Communications, Energy and Paperworkers Safety Conference will be held annually. These conferences will be held in February or March with the specific date and location being subject to mutual agreement.

**(b)**

The purpose of the conference will be to develop and support joint participation in the Health and Safety Program of the Espanola Mill.

**(c)**

Four delegates from each local union, one of whom is a member of the mill Health and Safety Committee, may attend the conference. These delegates will be compensated for any loss of wages incurred as a result of attending the Conference.

**(d)**

Conference planning and the agenda will be the responsibility of a joint committee selected by Eddy Forest and the C.E.P.

**(e)**

The agenda will be confined to those policy matters and practices affecting the health and safety of employees at the respective mills. Agenda items must be submitted by the Mill Joint Committee representatives to both the Company Industrial Relations Department and the National Office of the Union no later than December 1st of each year.

**Article 34 • Inspection of Tool Boxes**

Anybody leaving the employ of the Company shall not remove any tool or property until they are first inspected by the Superintendent or Mechanical Superintendent and written approval obtained for their removal.

**Article 35 - Smoking**

163  
/2

Smoking will be permitted in designated smoking areas only. All smoking areas are marked.

**Article 36 - Union Executive**

Union office holders will not be discriminated against in making promotions.

**Article 37 - Visitors' Passes**

Visitors are not permitted in or upon Company property without first registering and obtaining a visitor's pass from the Switchboard. This applies also to employees who are off shift.

## **Article 38 - Reporting Accidents**

### **38.01**

All employees receiving minor cuts, scratches, etc., will proceed as soon as possible to the First Aid on the day shift, and to the hospital if necessary after 4:00 P.M.

### **38.02**

All accidents must be reported to the Foreman **at once** by the injured person when possible. The Foreman **will** report the accident to the Plant Nurse or the Human Resources Department, who will make the necessary report to the Workers Compensation Board.

## **Article 39 - Clarification of Company Policy**

### **39.01**

The Company will be reasonable in its attitude toward requiring men to do work outside the work of their own craft.

### **39.02**

The Company will continue with its program of effectively reducing the hours of work on Sunday.

### **39.03**

The Company will improve First Aid Service, especially on midnight shift.

### **39.04**

It is not the general policy for Salaried Supervision to carry out duties normally the responsibility of hourly workers.

### **39.05**

It has been agreed that delayed penalties **will** be discontinued and that penalties **will** be carried out according to the Labour Agreement.

### **39.06**

#### **(a)**

The shift millwright and shift pipefitting jobs are classified as first class jobs. This **will** apply for one (1) millwright and one (1) pipefitter per shift for the entire mill.

**(b)**

The millwright working shift work in the Woodroom will be paid 1st class millwrights rate.

**39.07**

In certain cases it is desirable to discuss changes of Company policy with the Union.

**39.08**

The Company agrees that during the life of this Agreement, all Letters of Understanding and Agreement it enters into with the signatory union shall for all intents and purposes become part of this Agreement and all signatory parties shall so sign.

**39.09**

It is not the policy of the Company to allow a person to work a double shift except in an emergency.

**39.10**

The Company agrees to pay regular straight time wages to employees on Leave of Absence for Union business.

The Local Union concerned shall be billed monthly for all wages paid. The Company will make all normal deductions for Income Tax, C.P.P., et cetera.

**Article 40 • Statement of Company Policy: Heat & Noise**

**(I) Ventilation**

It is Company's intention to continue to improve the overall mill ventilation system.

**(a) Roll Grinding**

The present system has been overhauled, however we will review the adequacy of the system with the intent to improve the air quality.

**(b) Gasoline Operated Vehicles**

It is the intention of the Company to purchase propane equipped fork trucks when the present vehicles are replaced.

(2) Noise <sup>62</sup>/<sub>3</sub>

With respect to noise, the Company is desirous of promoting a program to reduce the incidence of hearing loss resulting from exposure to noise. This program will include the periodic audiometric testing of employees so that any reduction in hearing ability can be discovered. The Company agrees to provide an employee a copy of hearing test "read out" if requested.

The Company Will provide protective devices and solicits the cooperation of the Union in encouraging the wearing of such protective devices by all employees working in noisy areas. The Company will continue its present practice when installing new equipment, of purchasing only that equipment which is designed in such a way as to keep noise to a reasonable level.

**Article 41- Group Welfare Plans**

**41.01 Weekly Indemnity**

The Company will provide a Weekly Indemnity Plan which contains the following provisions:

<sup>74a</sup>  
070995

(a) To provide a weekly benefit equal to 70% of 40 or 42 hours at an employee's status rate with no maximum.

(b) A daily benefit formula to be equal to 1/7 of 70% of 40 or 42 hours at an employee's status rate with no maximum.

(c) Employees who are regularly scheduled to work a 42 hour workweek will have their benefits calculated on that base.

(d)(i) Benefits will begin on the first day of an accident, first day of hospitalization, fourth day of sickness for a maximum period of 52 weeks.

(d)(ii) Hospitalization is a stay in the hospital for at least eighteen hours, or if



an outpatient, surgery was performed that could not have been done in the doctor's office.

**(e)**

To requalify for full benefit of 52 weeks for recurring illness an employee must be actively employed for a period of thirty (30) days.

**(f)**

The Company will pay the full premium for each active employee covered under this Plan.

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**(g)**

A modified Weekly Indemnity Plan for employees hired as "Temporary Relief" to provide a benefit as stated above to be applicable only during the term of "temporary relief" employment and benefits terminating on November 30th, will be implemented at no cost to the employee

**(h)**

It is understood that the 5/12th rebate to employees under U.I.C. will be retained by the Company.

The Company and the Union hereby agree as follows:

**1.**

Any employee, member of the Union, may at his discretion elect to designate Floating Holidays for scheduled work days to satisfy the waiting period to qualify for benefits payable under the Weekly Indemnity Plan.

**2.**

Any employee, member of the Union, who is disabled for a period exceeding three (3) consecutive days during his scheduled vacation period due to sickness, may at his discretion elect to receive Weekly Indemnity benefits in lieu of any remaining full calendar week or weeks of previously scheduled vacation.

An employee who takes this option must designate a proportionate number of consecutive days (beginning on the first day of sickness) of a given calendar week of previously scheduled vacation to satisfy the waiting period to qualify for benefits payable under the Weekly Indemnity Plan. The benefit period will commence in the first calendar

week following that in which days of vacation have not been designated as waiting period.

**3.**

Any employee, member of the Union, who is disabled during his scheduled vacation period due to accidental bodily injury or sickness requiring hospitalization, may at his discretion, elect to receive Weekly Indemnity benefits in lieu of any remaining full calendar week or weeks of previously scheduled vacation. The benefit period will commence in the first calendar week following that in which the accidental bodily injury or hospitalization occurred.

**4.**

Employees exercising the options described in section 2 and 3 above, whereby full weeks of previously scheduled vacations may be cancelled in lieu of Weekly Indemnity benefit payment, will be required to take an amount of time of equivalent to the deferred week or weeks within the same calendar year and subject to the terms of Article 16.05 of the Collective Agreement between the Company and the Union.

**5.**

Employees who are a member of the Union, will not receive Weekly Indemnity Benefit payment simultaneously with vacation and/or floating holiday pay except as noted in Article 16.05 of the Collective Agreement between the Company and the Union.

**6.**

The Company and the Union further agree that all of the foregoing will for all intents and purposes become part of the Collective Agreement between the parties as stipulated in Article 39.08 of the said Collective Agreement.

**41.02 Life Insurance**

100  
100

The Company will provide a Life Insurance Plan which contains the following provisions:

**(a)**

765  
1

Life Insurance and A.D. & D. coverage - one and one half times earnings - maximum \$60,000.00 (2,080 hours x status rate to be used to establish level of coverage per employee). Company will pay premium cost.

12  
- 060

(b)

Each active employee excluding "Temporary Relief" will have the option of purchasing an additional \$5,000.00 Life Insurance with 24 hour Accidental Death and Dismemberment provision (A.D. & D.) coverage at the rate of \$.69 per thousand coverage.

(c)

A basic coverage of one and one half times earnings, maximum of \$60,000 life insurance and Accidental Death and Dismemberment provision (A.D. & D.) will be provided for employees on total disability prior to age 60 and up to retirement age 65.

(d)

Effective October 1, 1987, the Company will provide \$4,000.00 life insurance coverage for all employees retiring after that date. The Company will pay the cost of this policy.

(e) Life Insurance • Dependents

Effective October 1, 1987 the Company will provide dependent life insurance on the following basis:

- (1) Employee pays 100% of cost
- (2) Spouse - \$5,000
- (3) Each unmarried child:
  - (a) 14 days but less than 1 year of age - \$400.00
  - (b) 1 year but less than 19 years, or 25 years when a student full time, wholly dependent on the employee for support - \$2,000.00
  - (c) the spouse's life insurance will be reduced to \$500.00 upon the employee's retirement and cancelled on his death

Effective January 1, 1994:

Spouse - \$10,000.00

Each unmarried child:

- (a) 14 days but less than 1 year of age - \$5,000.00
- (b) 1 year but less than 19 years, or 25 years when a student full time, wholly dependent on the employee for support - \$5,000.00
- (c) the spouse's life insurance will be reduced to \$5,000.00 upon the employee's retirement and cancelled on his death

**41.03 Major Medical**

769  
1

The Company will provide a Major Medical Plan which contains the following provisions:

(a)

709  
100%

Effective January 1, 1991 Major Medical was revised to provide 100% coverage. The Company to pay present premiums of this Plan.

A "Temporary Relief" employee individually covered under the O.E.H.T. (Ontario Employer Health Tax) will qualify for a modified Major Medical Plan to provide a benefit as stated above to be applicable only during the term of "Temporary Relief" employment and coverage terminating on November 30th. Such "Temporary Relief" employees will pay the full cost of Major Medical premium for this coverage.

**(b) Major Medical - Retirees**

Company will provide optional Major Medical coverage for employee on early retirement from age 58 to 65 inclusive. The total cost will be paid by the retirees.

**41.04 Ontario Employer Health Tax (O.E.H.T.)**

The Company agrees to pay the premium for the Ontario Employer Health Tax (O.E.H.T.).

**41.05 Dental Plan**

71  
709

The Company will provide a Dental Plan which contains the following provisions:

Effective October 1, 1978, the Company implemented a Blue Cross Type Dental Plan 7 with riders 1, 2 and 3 with 50% co-insurance on riders 2 and 3, Ontario Dental Association Fees.

The Company will pay 100% premium cost at date of implementation of the Plan. A description of the Plan will be provided for employees.

The Plan will provide coverage based on the 1991 O.D.A. Schedule of Fees.

Effective January **1, 1994** the Plan will be upgraded to provide coverage based on the **1992 O.D.A.** Schedule of Fees.

Effective May **1, 1994**, the Plan will be upgraded to provide coverage based on the **1993 O.D.A.** Schedule of Fees.

Effective May **1, 1995**, the Plan will be upgraded to provide coverage based on the **1994 O.D.A.** Schedule of Fees.

Effective May **1, 1996**, the Plan will be upgraded to provide coverage based on the **1995 O.D.A.** Schedule of Fees.

Effective May 1, 1997 the Plan will be upgraded to provide coverage based on the **1996 O.D.A.** Schedule of Fees.

41,06 Vision Care

701  
999

The Company will provide a Vision Care Plan for an employee and his covered dependents. When prescribed by a physician or an optometrist, the Plan will cover frames, lenses and the fitting of prescription glasses, including contact lenses, up to a total payment of \$75.00 per family member in any two consecutive calendar years.

Effective January **1, 1994**, the benefit will be increased to **\$100.00** per family member in any **two (2)** consecutive calendar years.

Effective May **1, 1996**, the benefit will be increased to **\$125.00** per family member in any **two (2)** consecutive calendar years.

Article 42 • General Provisions: Group Life and Group Health

**42.01**

All insurance comes into effect the first day of each month following date of active employment. The Company agrees to supply master copies of Group Life and Health Plans to the Local.

**42.02**

The parties agree that Items 42.01 to 42.06 herein, inclusive will form part of this Agreement. An outline of plans will be supplied to each employee.

**42.03**

During the life of this Agreement, there shall be no change, suspension or discontinuance of the Group Life and Group Health plans excepting as may be required by law or by mutual consent of the parties.

**42.04**

If there should be a reduction in premiums that are in effect when the Company assumes payment of said premiums, the balance will be applied to such other employee benefits as may be agreed upon between the Company and the Union.

**42.05**

The term "active" employee wherever used in this Agreement with reference to Group Life and Group Health means:

**(a)**

An employee who is at work for the Company for full time and full pay.

**(b)**

An employee off work on non-occupational sickness or injury, covered by Weekly Indemnity.

**(c)**

An employee off work due to an injury covered by Worker's Compensation.

**(d)**

An employee on vacation or leave of absence approved in writing by the Human Resources Department, excluding educational leaves.

**(e)**

Temporary Relief employees hired between May 1st and November 30th, where the insurance coverage applies.

**42.06**

A quarterly statement indicating claims experience and premium rating will be given to the Local Union. This statement will provide a

breakdown of experience by line of coverage for Group Life, A. D. & D., Supplementary Life, Major Medical and Weekly Indemnity Insurance.

#### **42.07 Welfare Plan Premiums**

If during the Term of this Agreement, the Federal and/or Provincial Governments shall introduce legislation to provide benefits (other than Wage Replacement Programmes) presently provided for under the terms of the Collective Agreement which would eliminate, restrict, reduce or duplicate said benefits any net premium saved by the Company shall be returned to the employee.

#### **42.08**

The Company will compensate an employee for the standard fee charged by a physician for completion of a medical certificate of illness, if such certificate is required by the Company to support an employee's claim pursuant to the Weekly Indemnity Plan. We consider requests from the Company or Insurance Carrier as the same and therefore will pay the cost of medical certification requests. Payment will be initiated upon the presentation of a formal receipt from the attending physician.

### **Article 43 - Pension Plans A, B, and C**

#### **43.01 General Provisions**

##### **(a)**

The parties agree that the pension benefits of E.B. Eddy Forest Products Ltd. Retirement Plan No. 2 will form part of this Agreement.

A booklet of the Plan will be kept available for each employee

##### **(b)**

During the life of this Agreement there shall be no change, suspension or discontinuance of these pension benefits excepting as may be required by law, or by mutual consent of the Parties. In the event of termination of the Plan, no part of the assets of the Plan shall be used for, or diverted to purposes other than exclusive use of the beneficiaries and employees covered by the Plan.

(c)

The Company shall furnish the Union with an annual statement detailing all data pertaining to operation of the Plan.

(d)

All employees who are members of the CEP and are hired on or after May 1, 1982 shall become contributory members of Pension Plan "B" as a condition of employment at the later of the date on which they complete twelve months of continuous service and attained age 21. Effective January 1, 1988, the date of joining the pension plan is the date on which they complete twelve months of continuous service.

Employees hired prior to May 1, 1982 joined the non-contributory plan which is called Pension Plan "A". Each of these members were allowed as of December 31, 1987 to become a contributory member of Pension Plan "C" or remain a non-contributory member of Pension Plan "A".

(e)

Employee Contributions

Pension Plan "A" - no contributions required by employee.

Pension Plan "B" -

effective January 1, 1994, employee contributions will be 3.5% of earnings up to the Year's Maximum Pensionable Earnings as defined by the Canada Pension Plan (CPP) plus 5.0% of earnings in excess. Previously, with effect from May 1, 1982, employee contributions were 5.0% of earnings minus the CPP contributions.

Pension Plan "C" -

effective January 1, 1994, employee contributions will be 3.5% of earnings up to the Year's Maximum Pensionable Earnings as defined by the Canada Pension Plan (CPP) plus 5.0% of earnings in excess. Previously, with effect from January 1, 1988, employee contributions were 5.0% of earnings minus the CPP contributions.

(f)

Definition of Earnings:

Earnings in respect of continuous service on or after May 1, 1982, shall mean the status rate multiplied by the number of hours worked or has been on paid vacation, paid holiday or paid sick leave to a maximum of 40 hours per week.



For those employees working on a seven-day continuous operating schedule, the calculation of earnings will be based on 42 hours per week effective January 1, 1994.

**A** disabled member in receipt of benefits from a long term disability plan sponsored by the Company shall be deemed to be in receipt of earnings from the date which is one year after the date of disability at an annual rate equal to his status rate earnings which he was receiving prior to becoming disabled multiplied by 2080.

**An** employee who transfers to a lower wage rate classification within the five (5) years prior to qualifying for retirement will contribute to the plan and receive benefits based on the wage rate and hours worked for the higher job classification.

(g)

Early Retirement:

Effective May 2, 1987, a member may elect retirement between the age of 58 and 65 with no actuarial reduction in pension, provided the member has completed 20 years or more of continuous service. However, if as of May 1, 1987, the member had attained age 61 and completed 15 years of continuous service, his monthly pension will not be actuarially reduced.

Effective May 2, 1987, if at retirement date the member has attained age 55 but is less than age 58, and he has completed 20 years of continuous service, his pension will be reduced by:

- 24% if he elects to retire at age 55
- 16% if he elects to retire at age 56
- 8% if he elects to retire at age 57.

**Effective January 1, 1992 the pension legislation was changed and the Income Tax Act requires for years service accrued from January 1, 1992, that the pension payable at early retirement ages will be reduced by 1/4% for each month that the pension commences prior to the earliest of:**

- 1) attainment of age 60,
- 2) completion of 30 years of continuous service,
- 3) the date at which the sum of the age and continuous service would have equalled 80.

Effective May 2, 1993, if at the retirement date the member has attained age 55 and completed at least 20 years of continuous service, the pension will be reduced by  $\frac{1}{4}\%$  for each month by which such early retirement precedes the attainment of age 58, subject to the ~~minimum~~ reduction required by the Income Tax Act.

For members who retire after attainment of age 55 and have completed at least 10 years of continuous service but less than 20 years, the pension will be reduced by  $\frac{1}{4}\%$  for each month by which such early retirement precedes his Normal Retirement Date.

For members who retire after attainment of age 55 and with two (2) years of plan membership but less than 10 years of continuous service, the pension, for continuous service on or after January 1, 1987 or in respect of continuous service prior to January 1, 1987 but granted on or after January 1, 1987, will be reduced on an actuarial basis.

Prior to May 2, 1993, employees electing early retirement prior to attainment of age 58 and 20 years of continuous service were not entitled to any provisions of the bridging supplement. This has changed, effective May 2, 1993 and all employees electing early retirement at attained age 55 and older with ~~at~~ least 20 years of continuous service will be entitled to the bridging supplement. Such bridging supplement is payable on a reduced basis as detailed in sub-section (h) "Bridging Supplement" for those members who are less than age 58 at early retirement.

(h)

Bridging Supplement:

Effective May 2, 1982, the Plan was amended to provide to any member electing to retire upon attainment of age 61 and providing he has accumulated at least 20 years of service, a Bridging Supplement of \$16.00 per month for each year of service up to a maximum of 30 years.

Effective May 2, 1984, the Bridging Supplement was increased to \$18.00 per month.

Effective May 2, 1987, the Bridging Supplement was amended to provide:

- (i) a member retiring at age 58 and prior to his 60th birthday, \$22.00 per month (\$24.00 effective May 2, 1990) reducing to \$15.00 per month from the first of the month following his 60th birthday
- (ii) a member retiring after his 60th birthday -- \$15.00 per month
- (iii) a member who is age 61 or older on May 2, 1987 \$18.00 per month.

Effective May 2, 1993, the Bridging Supplement was amended to provide to any member electing to retire upon the attainment of age 55 and providing he has **accumulated at least 20 years of continuous service, a** Bridging Supplement as outlined below for each year of continuous service up to a maximum of 30 years;

- (i) a member retiring after his 60th birthday, a Bridging Supplement of \$15.00 per month.
- (ii) a member retiring after attaining age 58 and prior to his 60th birthday, a Bridging Supplement of \$28.00 per month (\$30.00 effective May 2, 1996) reducing to \$15.00 per month from the first of the month following his 60th birthday.
- (iii) a member retiring after attaining age 55 and prior to his 58th birthday, a Bridging Supplement of \$28.00 per month (\$30.00 effective May 2, 1996) reducing on the first day of the month following attainment of 60 years of age to \$15.00 per month. These amounts will be reduced by  $\frac{1}{4}$  of 1% for each month that early retirement precedes attainment of age 58.

Effective May 2, 1993, the calculation of continuous service includes completed years and months (expressed as a fraction of a year).

Such bridge benefit shall be paid monthly to and including the first of the month in which the member attains age 65 or dies, whichever is earlier

**(i)**

Post-retirement Adjustment:

The basic pensions in pay of those employees who retired after May 2, 1982 and who are members of the contributory plan, will be adjusted annually by 5% commencing in 1983 and in the year of the moratorium on pension plan as agreed

Effective May 2, 1987, the basic pensions in pay for those employees who retired after May 2, 1982 and were members of the contributory plan will have their pension adjusted annually on their anniversary month of retirement by 50% of the increase in the Consumer Price Index to a maximum of 5%.

For those employees who elect not to join the contributory plan and those employees who become members of the contributory plan as of January 1, 1988 will have their pensions in pay adjusted annually on retirement after May 2, 1987 on their anniversary month of retirement by 50% of the increase in the Consumer Price Index to a maximum of 5%.

Effective May 2, 1993, it was agreed there would be no post-retirement adjustment for indexing for pensions in payment between May 2, 1993 and May 1, 1996. Between May 2, 1996 and May 1, 1998, basic pensions in payment (excluding bridging supplements) will be increased annually on their anniversary month of retirement by 50% of the increase in the Consumer Price Index subject to a maximum increase of 5%.

(j) ~~90~~  $\frac{85}{1}$   $\frac{86a}{0.50}$   $\frac{86b}{1.050}$   
Termination or Death before Retirement

Upon termination or death before retirement, members or beneficiaries, as applicable, of the plan who are not vested will receive a return of their contributions plus interest.

The rate of interest to be credited for a Plan Year on required contributions made by Members of this Plan shall be determined by the Company, subject to, with respect to Plan Years starting on January 1, 1988, a minimum rate calculated as the average of the month-end values of the yields of five-year personal fixed term chartered bank deposit rates as determined from the Canadian Socio-Economic Information Management (CANSIM) Series B14045, over the twelve-month period ending with December of the year preceding the Plan Year.

**(k)**

The Plan with amendments as agreed to in the 1993 negotiations shall not be subject to further modifications until the date of expiry of the collective agreement in force as of January 1, 1998.

(1)

Pension Plan Committee: The Company agrees to meet with the Union at Espanola on an annual basis to review the pension plan's activities for the previous year. During the course of ~~this~~ meeting the Company will discuss and

the plan such as: total contributions made to the plan (employees as well as employer contributions), number of participants in the plan, number of employees retiring from the plan, the rate of return on investments, audited financial statements and actuarial valuation reports, annual information returns and plan amendments as available.

The Union Committee shall consist of Local 74 President and ~~two~~ (2) other members.

**43.02**

Pension Plan "A" - Non-contributory Plan for employees who ~~do~~ not participate in the Contributory Plan, effective May 1, 1982.

Effective May 1, 1978, the Company agrees to amend the Retirement Income Plan to provide:

**provide** to the Union data pertaining to the operation of

(a)

An increase of 25% in the amount of pensions accrued during the period January 1, 1973 to December 31, 1974.

(b)

A further increase of 79% in the total amount of pension accrued ~~as~~ at December 31, 1974.

(c)

Effective January 1, 1975, the Pension Plan was revised to ~~a~~ 1% of final earnings plan based on the five (5) highest consecutive years of the last fifteen (15) years of service for all future service effective January 1, 1975.

Article 44 - Pension Plan "B"; Contributory Pension Plan for Employees Participating in the Contributory Plan, Effective May 1, 1982

(1) Past Service:

(a)

Update to 1% of 1979 earnings for all service prior to December 31, 1974. Earnings **will** be defined as 2,080 hours x status rate for 1979.

(b)

Effective May 1, 1987, update to 1% of 1984 earnings for all service prior to December 31, 1974.

(c)

Effective May 1, 1990, update to 1% of 1987 earnings for all service prior to December 31, 1974. Earnings will be defined as 2080 hours x status rate for 1987.

(d)

Effective May 2, 1993, the benefit is updated to 1% of 1987 earnings for all service prior to **December 31, 1972**. Earnings **will** be defined as 2080 **hours** x status rate for 1987.

(2) Future Service

(a)

Service from January 1, 1975 to April 30, 1982 -- 1% F.A.E. best five of ~~fifteen~~.

(b)

Effective May 1, 1982 to date of Retirement -- 1.75% F.A.E. for which earnings were the highest.

The benefit formula **will** be as follows -- 1.75% of F.A.E. x pensionable service minus 1/35 CPP x pensionable service from May 1, 1982. Final average earnings in the five years prior to retirement for which earnings were the highest.

$\frac{82}{5}$      $\frac{83a}{5}$      $\frac{83b}{165}$

(c)

Effective May 2, 1993 the benefit formula is modified to provide 1.65% of final average earnings (as defined in Article 43.01(f)) x pensionable service from January 1, 1973 minus 1/35 CPP benefit x pensionable service from January 1, 1973 subject to a maximum of 14 years.

#### 44.01 Pension Plan "C"

New Contributory Pension Plan for employees participating in the Contributory Plan effective January 1, 1988.

##### (1) Past Service

###### (a)

Effective January 1, 1988 an increase of 20% in the benefits accrued to December 31, 1974 under the non-contributory portion of Pension Plan 2.

###### (b)

Effective January 1, 1991, increase the benefits accrued prior to January 1, 1975 by 15% for those employees transferring to Plan "B" on January 1, 1988.

##### (2) Future Service:

###### (a)

Service from January 1, 1975 to December 31, 1987 1% F.A.E. best five of fifteen.

###### (b)

Effective January 1, 1988 to date of retirement --- 1.75% F.A.E. 5 for which earnings were the highest.

The benefit formula will be as follows:

$1.75\% \text{ F.A.E.} \times \text{pensionable service minus } 1/35 \text{ CPP} \times \text{pensionable service from January 1, 1988. Final average earnings is the five years prior to retirement for which earnings were the highest.}$

###### (c)

Effective May 2, 1993 the benefit formula is modified to provide  $1.65\%$  of final average earnings (as defined in Article 43.01(f))  $\times$  pensionable service from January 1, 1975 minus  $1/35$  CPP benefit  $\times$  pensionable service from January 1, 1975 subject to a maximum of 14 years.

#### Article 45 • Long Term Disability

The Company will provide a Long Term Disability Plan which contains the following provisions:

The Company shall pay the monthly premium cost of the Long Term Disability Benefit Plan.

70d  
100

**(1) Eligibility**

The Long Term Disability Benefit Plan shall be compulsory for all full time regular employees who are participants in, and who are covered under the terms of the E. B Eddy Forest Products Ltd. Weekly Indemnity Plan.

**(2) Effective Date of Coverage**

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

**An** eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits at the return to continuous active full time employment over a 30 day calendar day period. **An** eligible employee absent from work due to layoff at the effective date of the Plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such layoff to determine their eligibility under the Plan.

**(3) Qualifying Period**

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after 52 weeks of benefit entitlement for the same disability under the E. B. Eddy Forest Products Ltd. Weekly Indemnity Plan. Benefit payment shall not commence during layoff or strike, until the termination of the layoff or strike.

**(4) Disability**

Disability shall mean an insured employee who has received 52 weeks of benefits under the Weekly Indemnity Plan and who is unable because of non-occupational disease or accidental bodily injury to work at his regular occupation or at any other available job in the mill during the next consecutive twelve (12) months and thereafter is unable to perform any and every duty of every occupation in the Mill for which he is reasonably fitted by education, training or experience.



**(5) Amount of Benefit**

75  
05/2000 05/94  
5/96

**(a)**

55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to maximum payment of \$2,000.00 (**LESS CANADA PENSION**). The regular straighttime hourly rate shall be the classified rate of the employee effective January 1st, of each year.

For employees who commence L.T.D. on or after May 1st, **1994**, the Company agrees to increase the maximum monthly benefit from \$2,000.00 to \$2,100.00 per month (**LESS CANADA PENSION**).

For employees who commence L.T.D. on or after May 1st, **1996**, the Company agrees to increase the maximum monthly benefit from \$2,100.00 to \$2,200.00 per month (**LESS CANADA PENSION**).

It is understood and agreed that the indexation of L.T.D. benefits will only become applicable commencing the May 1st following the commencement of L.T.D. payments.

**(b)**

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

**(c)**

While receiving benefits under this Plan, an employee will continue to accrue pension benefits at no cost to him.

**(6) Benefit Period**

Benefits will be paid for one month, for each completed month of service prior to the onset of disability, while the employee is disabled.

**(7) Duration of Benefits**

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

**(a)**

On the date the employee ceases to be disabled, or (Note: If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required and the disabled employee will be eligible for any balance of Long Term Disability Benefit Payments).

**(b)**

**On retirement, under the Early Retirement provisions of the E. B. Eddy Forest Products Ltd. Retirement Income Plan.**

The service restriction of twenty (20) years with respect to unreduced early retirement benefits will be waived for employees affected by this proposal.

**(c)**

On death; or

**(d)**

Attainment of age 65.

**(8) Participation in Group Insurance**

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

**(9) Modification to Group Insurance and Pension Plans**

**(a)**

The present provisions with respect to lump sum or installments of Group Life Insurance shall be amended so that payment will only become payable if the insured employee qualifies for such payment after exhaustion of his Long Term Disability Benefit Payments.

**(b)**

The present provisions with respect to disability pension payments, shall be amended so that they will only become payable if the insured employee qualifies for such payment after exhaustion of his Long Term Disability Benefit Payments.

**(c)**

The foregoing provision shall apply only to an employee who elects to receive benefits under the Long Term Disability Benefit Plan.

**(10) Exclusions**

**(a)**

An insured employee receiving Long Term Disability Benefit payments shall not accumulate credit for vacation or holidays.

**(b)**

Benefits under the Long Term Disability Plan will not be payable for claims resulting from:

**i)**

Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

**ii)**

pregnancy, miscarriage, childbirth, or any complications thereof, or

**iii)**

Any injury or illness entitling the employee to Compensation under any Workers Compensation or similar legislation, or

**iv)**

Self-destruction or any self-inflicted injury, while sane or insane, or

**v)**

Disability for which the employee is not under the treatment of a physician, or

**vi)**

Alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed thereto, or unless he is undergoing regular rehabilitative treatment approved by the Insurer and a physician.

**(11) Rehabilitation**

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no

cost to the employee. **If** such employee refuses to undertake such rehabilitation, he may be declared not eligible for any amount of disability benefits.

#### Article 46 • Maintenance and Operating Flexibility

##### PREAMBLE

Maintenance and Operating flexibility is aimed at **promoting** overall productivity improvements in utilizing the full range of skills, capabilities of ~~our~~ personnel **and**/ or developing additional skills through required training. Over the longer term, skills capability, and trades flexibility are expected to increase and change with training and experience.

##### **(1)** Maintenance Flexibility

Subject to the following provisions, the Company will continue to recognize the existing trades.

Riggers, Instrument Mechanic, **Pipefitters**, Millwrights, Platemans, Brickman, Carpenter, Welder, Machinist and Garage Mechanic.

Tradesmen working alone or as part of a group will perform all required maintenance and repair work for which they have the ability regardless of trade.

The C.E.P. Local 74 and the I.B.E.W. Local 956 will be consulted in regards to flexibility and any understanding achieved will be subject to the approval of the **two** locals.

Hourly rated Foremen will supervise work assignments involving various trades. The Company will provide the training required to allow the hourly rated foremen to effectively and safely supervise the assignment covering more than one trade. This training **is** to be completed prior to the implementation. Oiler, Painter and Labour Foremen **will** continue to work **as** per present practice.

The minimum number of trades people on shift are:

2 Millwrights  
1 Pipefitter  
1 Instrument Mechanic

A shift tradesman's primary task **is** to deal with emergencies occurring during the shift as per present practice and to perform maintenance trade work scheduled by his superintendent.

**Tools**

Tools required by mechanical employees in order to perform duties outside of their trade will be provided by the Company and be made available on an as needed basis.

Call-Ins

For call-in the predominant trade will be used.

Impact on Workforce

Mechanical employees laid ~~off~~ as a result of the **Non-Capital Reductions** announced on May 6, 1993 **will** be recalled to the Maintenance Department and ~~v~~**will** form the "Special Services Group". They will be paid the rate of pay they received prior to the announced lay-off and they ~~v~~**will** be protected under the Security provisions of this Maintenance and Operating Flexibility Concept.

Trades Adjustment

Effective April 1, 1994, tradesmen on days, will receive an adjustment of 50 cents per hour.

**(2) Operating Flexibility**

**(a)**

**An** operating employee's primary work assignment will be tasks **associated** with his classification and department.

**(b)**  
An operating employee may be required to carry out minor maintenance and minor repair work in his department as well as adjustments to his equipment as part of his normal job duties.

**(c)**  
Operating employees may be assigned to tasks in other departments in the event of the partial or total shutdown of operations of their department.

**(d)**  
Operating employees will be paid at the rate of their permanent hourly classification or at the rate of the job to which they are assigned, whichever is greater.

**(e)**  
Those employees in the Maintenance Department not covered under the Maintenance Flexibility concept will be covered under the Operating Flexibility concept.

### **Tools**

Tools required by operating employees in order to perform the functions outlined herein will be provided by the Company and will be made available on an as needed basis.

### **(3) Training**

All training needs and/or additions to the flexibility program will be developed jointly by the Departmental Flexibility Committees and the Mill Implementation Steering Team.

Appropriate training will be provided in a timely fashion to ensure individuals have the skills to perform the expected responsibilities routinely and safely.

#### (4) Employment Security

All employees holding a permanent position as of the date of ratification (December 15, 1993) including the Operating Labour Pool will be protected from lay-off as a direct result of the implementation of the Maintenance and Operating Flexibility Concept.

A list of the protected employees will be supplied to the Union prior to ratification.

All further reductions as a direct result of the benefits attained from the Maintenance and Operating Flexibility Concept will be accomplished through attrition.

#### (5) Implementation

A Mill Implementation Steering Team comprised of equal representation of senior members of management and the Union will be formed to oversee the implementation of maintenance and operating flexibility. This team will be established January 31, 1994.

Four (4) Departmental Flexibility Committees comprised of equal management and union representation will be established by March 30, 1994. The Departmental Flexibility Committees will be established in the following areas or as required:

- \* Pulp Mill/Woodyard
- Maintenance
- \* Maintenance/Electrical
- \* Steam/Recovery

The Departmental Flexibility Committees will review their respective departments on a continuous basis to identify flexibility opportunities that will increase the overall efficiency of the department. Once this committee comes forth with their recommendations, they will be implemented.

**Should** the **Departmental** Flexibility Committee be unable to reach an agreement on how flexibility can be incorporated into their department, then the issue will be referred to the Mill Steering Team for resolution.

(6) Past Practice

The above provisions replace all practices and/or verbal or written agreements, which contravene, prevent, or restrict the application of maintenance and operating flexibility.



**Appendix A**  
**Schedule of Wage Rates For**  
**Trades Training Programme**

Group 1:

Millwrights, Machinists, Instrument Mechanics and Welders:

(a)	0000 to 1000 Hours	Base Rate
(b)	1000 to 2000 Hours	Base Rate + \$0.15
(c)	2000 to 4000 Hours	Base Rate + \$0.82
(d)	<b>4000 to 6000 Hours</b>	<b>Base Rate + \$1.64</b>
(e)	6000 to 8000 Hours	Base Rate + \$2.46
(f)	8000 to 10,000 Hours	Base Rate + \$3.28

END OF PROGRAMME 1<sup>st</sup> CLASS TRADES RATE

Group 2:

Automotive Mechanics, Pipefitters and Plate and Tin Mechanics:

(a)	0000 to 1000 Hours	Base Rate
(b)	1000 to 1800 Hours	Base Rate + \$0.15
(c)	1800 to 3600 Hours	Base Rate + \$0.75
(d)	3600 to 5400 Hours	Base Rate + \$1.59
(e)	5400 to 7200 Hours	Base Rate + \$1.90
(f)	7200 to 9000 Hours	Base Rate + \$2.40
(g)	9000 to 10,000 Hours	Base Rate + \$3.00

END OF PROGRAMME 1<sup>st</sup> CLASS TRADES RATE.

Group 3:

Carpenters and Riggers:

(a)	0000 to 1000 Hours	Base Rate
(b)	1000 to 2000 Hours	Base Rate + \$0.15
(c)	2000 to 4000 Hours	Base Rate + \$0.82
(d)	4000 to 6000 Hours	Base Rate + \$2.46
(e)	6000 to 8000 Hours	Base Rate + \$3.28

END OF PROGRAMME 1<sup>st</sup> CLASS TRADES RATE.

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## Appendix B Job Classification Plan

It is agreed that all jobs under the jurisdiction of the Communications, Energy and Paperworkers Union of Canada, except jobs in the Mechanical Trades and related occupations, and/or jobs and supervisory jobs of E.B. Eddy Forest Products Ltd., Espanola Mill, will be classified using the Pulp and Paper Manufacturers Job Classification Plan, explanatory booklet dated June 1, 1974, as amended.

### Implementation:

**1.** The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.

**2.** The Wage Rate Structure established for the various job classifications is set forth in the "Schedule of Wage Rates", which forms part of this Agreement.

**3. (a)** In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.

**(b)** The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.

**(c)** In the event that Agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred to final resolution to the Senior Committee.

**(d)** The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to 3 (a). A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Mill Committee by the Joint Classification Committee.

**4.** The Job Classification Plan will be implemented and upward adjustment will be effective on May 1, 1980.

**5.** Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the date applicable in 4 above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve month period prior to the date of implementation of the Plan. Employees hired, transferred, or posted to another department after the date referred to in 4 above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.

**6.** General increases will apply to all occupations

**7.** Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.

**8.** The Mill Committee will meet as required

**9.** The Joint Classification Committee will meet as required

**10.** As a condition of continued participation in the Plan by E. B. Eddy Forest Products Ltd., Espanola Mill, and in consideration of the Company's agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other Pulp and Paper Company in the Eastern Canadian Industry to which the Union is a party, unless such modification is agreed to by all participating companies.

**U.** On the principle that, in implementing the Job Evaluation Plan, no employee will receive less favourable treatment on any job that he did at any time prior to April 30, 1980, the following will apply:

If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated

rate for the job at that particular time, whichever is the higher. Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, **or** the evaluated rate **for** the job at that particular time, whichever is the higher.

**12.** When a job covered by the Job Classification Program is evaluated downward, classified incumbents (~~or~~ employees who have worked within the last 12 months as a relief) will continue to receive their higher rate until they bid successfully for another job, are promoted to a higher-rated job, or separate from service with the Company. Red-circled employees **will** continue to be eligible for negotiated increases appropriate to their former labour grade.

Adjustment: Effective May 1, 1985, one cent \$.01 to the Job Classification Plan Wage Scale, prior to May 1, 1985, General Increase. Abitibi/Price Scale **to** be followed.

## JOB CLASSIFICATION PLAN

GENERAL WAGE INCREASE			
	0.00%	1.00%	1.50%
JOB CLASS	May 1, 1993	May 1, 1994	May 1, 1995
1	\$18.050	\$18.230	\$18.505
2	18.245	18.425	18.700
3	18.480	18.665	18.945
4	18.685	18.870	19.155
5	18.920	19.110	19.395
6	19.150	19.340	19.630
7	19.400	19.595	19.890
8	19.640	19.835	20.135
9	19.845	20.045	20.345
10	20.145	20.345	20.650
11	20.435	20.640	20.950
12	20.690	20.895	21,210
13	20.960	21.170	21,490
14	21.245	21.455	21.775
15	21.525	21.740	22.065
16	21.870	22.090	22.420
17	22.175	22.395	22.730
18	22.485	22.710	23.050
19	22.830	23.060	23.405
20	23.145	23.375	23.725
21	23.495	23.730	24.085
22	23.800	24.040	24.400
23	24.125	24.365	24.730
24	24.465	24.710	25.080
25	24.795	25.045	25.420
26	25.105	25.355	25.735
27	25.455	25.710	26.095
28	25.770	26.030	26.420
29	26.095	26.355	26.750
30	26.430	26.695	27.095
31	26.735	27.000	27.405
32	27.025	27.295	27.705
33	27.315	27.590	28.005

**GENERAL WAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>STEAMPLANT</b>						
ShiftEng'r.	*31	2		\$27.315	\$27.590	\$28.005
ShiftEng'r.1st.Cl.ticket	*31	2	\$0.84	28.155	28.430	28.845
Fuel Handler	4			18.685	18.870	19.155
Boiler Repainnan				23.655	23.890	24.250
Boiler Reprman Helper				18.510	18.695	18.975
Refrig/Cmpsman 1st.Cl.ticket				23.655	23.890	24.250
#1 Operator 3rd Cl. ticket *****	22	2		24.465	24.960	25.330
#1 Operator 2nd Cl.ticket * —	22	2	0.54	25.005	25.500	25.870
#2 Operator 4th Cl.ticket	11	2		20.960	21.170	21.490
#2 Operator 3rd. Cl.ticket	11	2	0.34	21.300	21.510	21.830
#2 Operator 2nd Cl.ticket	11	2	0.54	21.500	21.710	22.030
Steam Plant Helper	7			19.400	19.595	19.890
St e m Plant Helper 3rd Cl.ticket	7		0.34	19.740	19.935	20.230
Labourer				18.050	18.230	18.505

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**GENERAL WAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>RECOVERY BOILER</b>						
Recovery Operator 3rd Cl.ticket *****	*22	2		24.465	24.960	25.330
Recovery Operator 2nd Cl.ticket *****	*22	2	0.54	25.005	25.500	26.870
Feedwater Treatment Op. 3rd Cl.ticket	13	2		21.525	21.740	22.065
Feedwater Treatment Op. 2nd Cl.ticket	13	2	0.54	22.065	22.280	22.605
2nd Operator 3rd Cl.ticket	*14	2		21.870	22.090	22.420
2nd Operator 2nd Cl.ticket	*14	2	0.54	22.410	22.630	22.960
Recovery Helper *****	7			19.500	19.695	19.990
Recovery Helper 3rd Cl.ticket *****	7		0.34	19.840	20.035	20.330
Utilityman	*4			18.685	18.870	19.155
Utilityman 3rd Cl.ticket	*4		0.34	19.025	19.210	19.495
<b>FIRE PROTECTION</b>						
Special Watchman				18.210	18.390	18.665
Watchman - Fire Protection				18.050	18.230	18.505

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**GENERAL WAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>LABORATORY:</b>						
Senior Analyst	19			22.830	23.060	23.405
Analyst	12			20.690	20.895	21.210
Quality Assurance Tester-Paper	9			19.845	20.045	20.345
Quality Assurance Tester-Pulp	*8			19.640	19.835	20.135
Raw Material Evaluator	6			19.150	19.340	19.630
Cleaner	2			18.245	18.425	18.700
<b>MECHANICAL</b>						
Foreman - Labour Crew				24.390	24.635	25.005
Foreman				24.940	25.695	26.080
Foreman (60 day probation)				23.875	24.620	24.990
Shift Machinist 1st Class				24.205	24.445	24.810
Machinist 1st Class				23.655	24.395	24.760
Machinist 2nd Class				20.120	20.320	20.625
Roll Grinderman				23.655	24.395	24.760
Shift Millwright 1st Class				24.205	24.445	24.810



**GENERAL WAGE  
INCREASE**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	<b>0.00%</b>	<b>1.00%</b>	<b>1.50%</b>
				May 1, 1993	May 1, 1994	May 1, 1995
Millwright 1st Class				23.655	24.395	24.760
Millwright 2nd Class				20.120	20.320	20.625
Shift Sr. Instrument Tech.				25.500	25.755	26.140
Senior Instrument Technician				24.940	25.695	26.080
Shift Instrument Technician				24.720	24.965	25.340
Instrument Technician*				24.160	24.905	25.280
77 Shift Instrument Tech. Trainee				24.465	24.710	25.080
Instrument Technician Trainee*+*				23.910	24.655	25.025
Shift Instrument Mech. 1st Class				24.205	24.445	24.810
Instrument Mechanic 1st Class				23.655	24.395	24.760
Instrument Mechanic 2nd Class				20.120	20.320	20.625
Shift Pipefitter 1st Class				24.205	24.445	24.810
Pipefitter 1st Class				23.655	24.395	24.760
Pipefitter 2nd Class				20.120	20.320	20.625
Fibreglasser/Insulator 1st Class				23.655	24.395	24.760
Fibreglasser/Insulator 2nd Class				20.120	20.320	20.625
Heater Mtce. Mech. 1st Class				23.655	23.890	24.250

**GENERALWAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
Heater Mtce. Mech. 2nd Class				20.120	20.320	20.625
Welder 1st <b>Class</b>				23.655	24.395	24.760
Welder 2nd <b>Class</b>				20.120	20.320	20.625
Plate & Tin Mech. 1st Class				23.655	24.395	24.760
Plate & Tin Mech. 2nd Class				20.120	20.320	20.625
78 Blacksmith				23.655	24.395	24.760
Carpenter 1st Class				23.655	24.395	24.760
Carpenter 2nd Class				20.120	20.320	20.625
Rigger 1st Class				23.655	24.395	24.760
Rigger 2nd <b>Class</b>				20.120	20.320	20.625
Knife Grinderman				19.435	19.630	19.925
Helper "A"				18.960	19.150	19.435
Helper "B"				18.505	18.690	18.970
Bricklayer 1st Class				24.000	24.745	25.115
Bricklayer 2nd Class				19.835	20.035	20.335
Bricklayer Helper				18.630	18.815	19.095

<b>GENERAL WAGE INCREASE</b>				<b>0.00%</b>	<b>1.00%</b>	<b>1.50%</b>
Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
Automotive Mech. 1st Class				23.655	24.395	24.760
Automotive Mech. 2nd <del>Class</del>				20.120	20.320	20.625
Cement Finisher 1st Class				19.110	19.300	19.590
Cement Finisher 2nd Class				18.770	18.960	19.245
Mixerman				18.420	18.605	18.885
Mortarman				18.325	18.510	18.790
Lead Pluggerman				19.110	19.300	19.590
Pluggerman	4			18.685	18.870	19.155
Wheeled Tractor Driver				18.505	18.690	18.970
Loader Operator #910	7			19.400	19.595	19.890
Dam Attendant				19.845	20.045	20.345
Track Foreman	9			19.845	20.045	20.345
Labourer				18.050	18.230	18.505
Trackmobile Operator				19.400	19.595	19.890
<b>OILERS:</b>						
Foreman				24.390	24.635	25.005
Oiler 1st Class	9			19.845	20.045	20.345

<b>GENERAL WAGE INCREASE</b>				<b>0.00%</b>	<b>1.00%</b>	<b>1.50%</b>
Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>OILERS:</b>						
Foreman				24.390	24.635	25.005
Oiler 1st Class	9			19.845	20.045	20.345
<b>PAINTERS:</b>						
Foreman				24.390	24.635	25.005
Painter 1st Class				22.655	22.880	23.225
Painter 2nd Class				19.085	19.275	19.565
Painter Helper				18.640	18.825	19.105
<b>MILL STORES:</b>						
Receiving Clerk				21.160	21.370	21.690
Spare Parts Clerk	10			20.145	20.345	20.650
Stores Clerk - Chemical	7			19.400	19.595	19.890
Stores Clerk - Inventory	6			19.150	19.340	19.630
Floorman	6			19.150	19.340	19.630

	Salvage man	8	19.640	19.835	20.135
	Material Handler	5	18.920	19.110	19.395
	<b>PULP MACHINES (#3 &amp; #4):</b>				
	Tour Foreman	24	24.465	24.710	25.080
	Storage Trucker	7	19.400	19.595	19.890
	Storage Trucker - Shunting		19.190	19.380	19.670
	Beater Room Trucker	6	19.150	19.340	19.630
	Carloader	4	18.685	18.870	19.155
18	General Helper	6	19.150	19.340	19.630
	Operating Labour Pool		18.050	18.230	18.505
	Inventory Control Clerk	8	19.640	19.835	20.135
	(Outside Line of Progression)				
	<b>#3 PULP MACHINE:</b>				
	Machine Tender	19	22.830	23.060	23.405
	Back Tender	12	20.690	20.895	21.210
	Scaleman	9	19.845	20.045	20.345
	Trucker	6	19.150	19.340	19.630
	Baler	6	19.150	19.340	19.630

**GENERAL WAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>#4 PULPMACHINE</b>						
Machine Tender	19			22.830	23.060	23.405
Back Tender	12			20.690	20.895	21.210
Scaleman	7			19.400	19.595	19.890
Trucker	6			19.150	19.340	19.630
<b>TRAFFIC:</b>						
Yard Supervisor	12			20.690	20.895	21.210
<b>SULPHATE:</b>						
Cook - #2 Line	17			22.175	22.395	22.730
Helper - #2 Line	4			18.685	18.870	19.155
#1A Digester Operator	20			23.145	23.375	23.725

#1A Ass't Digester Operator	14	21.245	21.455	21.775
#2 Brown Stock Operator	14	21.245	21.455	21.775
Causticizer Operator	11	20.435	20.640	20.950
Causticizer Helper	6	19.150	19.340	19.630
Lime Kiln Operator	10	20.145	20.345	20.650
<b>Tall</b> Oil Operator	7	19.400	19.595	19.890
Operating Labour Pool		18.050	18.230	18.505
BLEACH PLANT:				
#1 Bleach Plant Operator	20	23.145	23.375	23.725
#2 Bleach Plant Operator	20	23.145	23.375	23.725
Chlorine Dioxide Operator	12	20.690	20.895	21.210
#1 Bleach Plant Helper	9	19.845	20.045	20.345
#2 Bleach Plant Helper	9	19.845	20.045	20.345
CHEMICAL UNLOADING:				
Chemical Unloader		23.655	23.890	24.250

**GENERALWAGE  
INCREASE**

**0.00%      1.00%      1.50%**

Dept. & Occ.	JCP Class	Class Adj.	Ticket Adj.	May 1, 1993	May 1, 1994	May 1, 1995
<b>WOODYARD:</b>						
Foreman****				XX.XX	24.710	25.080
Foreman				23.140	23.370	XX.XX
Crane Operator	11			20.435	20.640	20.950
BulldozerOptr.Chip Pile(red circle)				20.045	20.245	20.550
BulldozerOptr.Chip Pile	9			19.845	20.045	20.345
Mobile GrappleOptr. Pettibone	8			19.640	19.835	20.135
Bulldozer-Loader Operator	7			19.400	19.595	19.890
Panel Operator (2 per shift)	10			20.145	20.345	20.650
Truck Dump Operator	6			19.150	19.340	19.630
Refuse Fuel Handler	7			19.400	19.595	19.890
Woodyard Helper	3			18.480	18.665	18.945
Labourer				18.050	18.230	18.505
Chip Handling Operator	7			19.400	19.595	19.890
Truck Driver	3			18.480	18.665	18.945
Tractor Trailer Truck Driver				19.030	19.220	19.510



\*J.C.P. Adjustment- April 1994

\*\*The Company reserves the right of selection to fill the position "Instrument Technician" as required and to establish the number of qualified tradesmen required to fill this classification, subject to provisions of Article 4 - Seniority.

— Instrument Technician Trainee - wage rate will be one-halfway between Instrument Mechanic (1st Class) and Instrument Technician.

\*\*\*Rate adjustment December 1994.

**Appendix C**  
**Letters of Understanding**

1. Inventory Control Clerk -January 24/79
2. Heater Maintenance Crews - (2)March 17/75, April 18/78
3. Fiberglasser Insulator - (2)November 19/69, February 15/78\*
4. Transfer of Employees from Local L56 to 74 (O.L.P.)-March 6/75
5. Temporary Vacancies - November 15/73\*
6. Chemical Unloaders - September 29/72\*
7. Emergency Shutdowns - October 28/66
8. Service Contractors -January 29/81\*
9. Line of Progression: Steam Plant -June 20/84\*
10. Rigger Classification- March 28/68
11. Second Consecutive Shift: I. Cairns - August 16/80
12. Jurisdictional Transfer of Employees - 1980
13. Pension Plan Contributions and Benefits - October **8/82**
14. Scheduling of Trades Groups -June 22/84
15. Lay-Off of Employees by Seniority - August 25/87
16. Promotion Mechanical Labour Pool - December 12/86
17. Weekly Indemnity-Worker's Compensation-September 8,1978
18. Job Posting • Departmental Seniority • February 28, 1989
19. 12 Hour Compressed Work Week Schedule • May 4, 1989
20. Educational Leave of Absence - July , 1993\*\*
21. Job Vacancies - July 28, 1993\*\*
22. Job Elimination - July 28, 1993\*\*
23. Job Classification Plan -July 28, 1993\*\*

\* Amendments are attached

\*\* New letters are attached

**#1**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.,**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**INVENTORY CONTROL CLERK**

January 24, 1979

This Letter of Understanding will serve as the official document for the newly established job classification "Inventory Control Clerk", Pulp Drying Department.

1. Hours of Work • 8 a.m. to 4 p.m., 5 days per week, 40 hours under the conditions of a day worker in the Collective Agreement.
2. This job will be outside the established line of progression in the Pulp Drying Department.
3. The job to be posted within the Pulp Drying Department only and the successful applicant selected by Departmental seniority with the ability to perform the work.
4. (a) Relief for vacation, sickness, floating holidays, will be determined by posting within the Department.  
(b) Management and the Union agree that the seniority of the relief employee be protected in the Pulp Drying Line of Progression.  
(c) The employee selected for relief will be next in line for the permanent vacancy.

A copy of the job description "Inventory Control Clerk" is attached to this letter.

**For the Company:**  
H. Duranleau  
Asst. Personnel Manager

**For the Union:**  
L. Doucette  
President, Wm. H. Burnell  
Local 74

**Reissued - December/1993:**

**For the Company:**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74

**#2**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**HEATER MAINTENANCE**

Revised March 17, 1975

A Heater Maintenance Crew will be set up for the purpose of maintaining heat exchangers in clean and efficient condition and maximize condensate returns to the Steam Plant.

The Heater Maintenance Crew will consist of:

1. Heater Repairman 1st.
2. Heater Repairman 2nd

This crew will carry out maintenance work on the digester liquor heaters, three and four body heat exchangers, evaporator surface condensers, recovery spout cooling water heat exchanger and generally such other heat exchangers as require and maintenance from time to time. Black liquor evaporators are not included.

The maintenance of these heat exchangers will generally involve the following **work**:

1. Assist the pipefitters in blanking off pipes and locking out valves and pumps as required for safe access.
2. Open and later **close** the heat exchanger.
3. Carry out all work associated with cleaning, hooking up for acid washing, repacking, pressure testing and plugging of leaking tubes.
4. Assist the pipefitters in repairing or replacing steam traps, steam, condensate and liquor valves associated with the heater.
5. Assist the pipefitters in removing all blanks and locks in

**HEATER MAINTENANCE- Page 2**

preparation for placing the unit back into operation.

6. Maintain adequate records of the work done and the condition of each heater.

When work is not available on heat exchangers the members of the Heater Maintenance Crew will work in the pipe shop as pipefitter helpers at the heater repairman rates.

When regular Heater Maintenance Crew is not available or when several heaters require repairing at the same time, regular tradesmen ~~with~~ helpers will be used as at present.

**AMENDMENT TO HEATER MAINTENANCE**

April 18, 1978

Preference of vacation time will be on a Departmental seniority basis within the Heater Maintenance crew with, one Heater Maintenance Mechanic off at one time.

**For the Company:**

H. Duranleau  
Assistant Personnel Manager

**For the Union:**

F. Innis

President, Local 74

3/11/75.

**Reissued - December/1993:**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#3**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**FIBERGLASSING AND INSULATING**

November 19, 1969

The following is the understanding reached between Management of Eddy Forest Products Limited and Wm. H. Burnell Local 74 in the matter of Fiberglassing and Insulating:

1. All fiberglassing and insulating shall come under the jurisdiction of Pipe Shop Supervision.
2. This agreement supercedes any previous understanding reached on fiberglassing.
3. A classification for Fiberglassing and Insulating will be established. This classification to be Mechanic 1st, 2nd and 3rd with equivalent trade rates as fitters in the Pipe Shop.
4. Department seniority for E. Nelson, #392 under this classification will follow the existing seniority listing for the Pipe Shop and shall remain unchanged (copy attached).
5. It is understood that when there is no fiberglass or insulating work available, they will work with the Pipe Shop crew as required, at the existing rate, without prejudice.

Further to this Understanding, it was agreed with Local 74 in 1974, that the intent of the Agreement of November 19th, 1969, with reference to Article 5, was that the Fiber Glasser-Insulator, would work as a helper with the Pipe Shop crew when Fiberglass or Insulation work is not available.

This memo is for clarification of this Understanding only and does not change any other part.

**FIBERGLASSING AND INSULATING - Page 2**

6. The new classification under the Pipe Shop will be included in the next Labour Agreement.

This letter shall be subject to 39.08 of Article 39 Clarification of Company Policy.

**For the Company:**

I. Cairns, Mill Manager  
A. Wallace, Mgr. Maintenance  
B. Campbell, Personnel Mgr.

**For the Union:**

N. Paxton, International Rep.  
R. Duranleau, President  
G. Moffatt, Recording Secret.

**Reissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#4**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**TRANSFERRING OF EMPLOYEES FROM LOCAL 156**  
**TO LOCAL 74**  
March 6, 1975

For your information and future consideration, this Letter of Understanding will serve as the record and practice adopted re seniority in the transfer of employees from the jurisdiction of Local 156 to the jurisdiction of Local 74 in the Woodyard and Operating Labour Pool.

1. Union seniority will apply in all cases of transfer from Local 156 to Local 74. The adopted date for employees transferring from Local 156 to Local 74 will be March 3, 1975.
2. All employees hired under the jurisdiction of Local 74 prior to March 3, 1975, will have the established Union seniority to exercise their seniority on permanent job openings prior to any employee transferring from Local 156.
3. The mill seniority of the employees transferring from the jurisdiction of Local 156 to Local 74 on the established date of March 3, 1975 will apply in exercising seniority on permanent job openings among this group of employees.
4. A list of the employees involved in this transfer and their mill seniority date is attached.

If you are in agreement with the terms of this letter, please signify and return one copy.



**TRANSFERRING OF EMPLOYEES  
FROM LOCAL 156 TO LOCAL 74 • Page 2**

**For the Union:**  
H. Duranleau  
President

**For the Company:**  
B. G. Campbell  
Personnel Manager

F. Innis  
Vice President

I. A. Cairns  
President, Pulp & Paper Mfg.

**Reissued • December/1993:**

**For the Company**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74

#5  
LETTER OF UNDERSTANDING  
BETWEEN  
E. B. EDDY FORESTPRODUCTSLTD,  
AND  
CANADIAN PAPERWORKERS UNION, CLC  
LOCAL 74

**TEMPORARY VACANCIES**

December 15, 1993

The parties agreed that the following procedure will be followed when tilling temporary vacancies:

Vacancies of 7 days or less:

Any vacancy of seven (7) days or less shall be filled by the employee moving up the line of progression on shift.

Vacancies of 7 days or more:

Any vacancy in excess of seven (7) days shall be **tiled** by the senior man of the department entitled to the promotion.

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

December/1993

**#6**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. I. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**CHEMICAL UNLOADERS**

September 29, 1972

This Letter of Understanding will serve as the official document in the matter of establishing the new job classification "CHEMICAL UNLOADER" and the agreed disposition of the job description by the parties (Agreement in effect September 20th, 1972).

1. The job description of Chemical Unloaders includes:

- (a) Make the change over at CL2 Station and cars for process and degas cars when necessary.
- (b) To unload CL2 into storages if necessary
- (c) To make safe, all cars being unloaded or loaded by use of derrails and flags.
- (d) To connect and disconnect all cars or trucks being loaded or unloaded. Required tools are to be used exclusively for connecting and disconnecting cars or trucks only.
- (e) To unload all chemicals from cars or trucks used in Pulp and Paper making, excluding - salt cake and lime, loading Tall Oil and Turpentine, pumping Bunker C oil to Lime Kiln and Recovery Boiler.
- (f) To pump caustic into the process
- (g) To check all tanks prior to unloading making sure levels are adequate for the unloading.
- (h) To record **all** car and truck numbers being loaded or unloaded.

(i) To be responsible for safety of all personnel working in his area of responsibility.

(ii) To be responsible for housekeeping in his area of responsibility.

(k) The Chemical Unloaders would be responsible to the Foreman as designated by the Pulp Mill Superintendent.

2. The rate of pay for the classification will be the first class tradesmans rate.
3. The Chemical Unloaders will be required to provide the necessary trade tools to carry out the duties as outlined above.
4. The understanding in effect is that employees in this classification will only be required to use tools in conjunction with connecting and disconnecting cars and trucks.
5. In the event of a vacancy occurring in this classification it is agreed that the job vacancy will be filled as per Article 23.06.

If the above is your understanding of the Agreement in effect, September 20th, 1972, please sign one copy and return to the Personnel Department.

**For the Union:**

H. Duranleau  
President

C. Gerrior  
Recording Secretary

**For the Company:**

I. A. Cairns  
Vice-president, Manager  
Pulp and Paper Manufacturing

B. G. Campbell  
Personnel Manager

**Reissued • December/1993:**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier,  
President, Local 74

**#7**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**EMERGENCY SHUTDOWNS**

October 28, 1966

Further to the discussions of the complaint filed by the four Paper Testers over the emergency shutdown of October 23, 1966, we now propose a procedure to be followed during emergency shut downs of 24 hours or less.

The following clause is the Agreement reached with Local 156 covering emergency shutdowns of 24 hours or less:

“The Local Union agreed to the following revised wording of their request: For emergency shutdowns of 24 hours or less (includes) the shift in which the shutdown occurs and the two shifts following and all normal clean up, clothing changes and scheduled normal maintenance, operating crews **will** be provided with work and will be paid at the rate of their regular occupation except in the case of an Act of God (flood, **fire**) and scheduled electrical or water outage of the entire plant. Employees will be expected to do work assigned. Four workers may be scheduled to work with day crews during these shutdowns and if so scheduled, will work day work hours.”

After confirmation of the verbal agreement as stated in our discussions, this written agreement is extended by Management, to the members of Local 74, working in areas effected by the operation of the Paper Mill.

In the future, the following procedure will **be** adopted during emergency shut downs of 24 hours or less.

## EMERGENCY SHUTDOWNS- Page 2

1. Paper testerson day shift, Monday to Friday, will be re-assigned work by the Laboratory Supervision if such work is available in this Department. If work is not available in this department, the Paper Testers will be assigned work under the supervision of the Tour Foreman in the Kamyrr Department. Paper testers on 4-12 and 12-8 and on all shifts Saturdays and Sundays will be assigned work under the Supervision of the Kamyrr Tour Foreman in the event of an emergency breakdown of 24 hours or less during these hours.
2. Employees under the jurisdiction of Local 74 working in the Beater Room will be re-assigned work by the Kamyrr Tour Foreman during an emergency of 24 hours or less.
3. The Steam Plant Supervision will provide work for employees under their jurisdiction who work in the Paper Mill area, during an emergency breakdown of 24 hours or less.
4. The Paper Machine oilers will continue on their regular shifts, and do routine maintenance, oiling and oiling repairs or other work as assigned by their Supervision during an emergency shut down of 24 hours or less.

In answer to the grievance as submitted on October 25, 1966, re: the lost time for the four employees who were sent home and did not work during the emergency shut down on October 23, 1966, we suggest that a solution would be that the four employees concerned be assigned other **work** under the jurisdiction of Local 74 on their regular day off and at their earliest convenience in order to make **up** the time lost.

**For the Company:**  
B. Campbell

**For the Union:**  
R. Duranleau

### Reissued - December/1993

**For the Company:**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74

**#8**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**SERVICE CONTRACTORS**

January 29, 1981

Further to our meeting and discussion it has been mutually agreed that the following list of Companies be allowed to the Mill site without prior notification:

1. **TOLEDO SCALES LIMITED:** for field inspection adjustment and repairs beyond the scope of our personnel and in conjunction with our maintenance personnel.
2. **OTIS ELEVATOR COMPANY:** for elevator field inspection, reports and specialized maintenance.
3. **COMBUSTION ENGINEERING:** for boiler inspection and reports and ultra sonic testing.
4. **A.P. GREEN:** tile and refractory inspections.
5. **CANADIAN REFRACTORIES:** tile and refractory inspections.
6. **STEBBINS:** tile and refractory inspections
7. **CANADIAN SCALE:** service truck scale.
8. **ABB MANUFACTURING:** environmental assistance.
9. **FABRICATED PLASTICS:** fiberglass vessel inspection
10. **BETZ:**
11. **ALCHEM:**

12. CANADIAN ALLIS CHALMERS: check kiln
13. VALMET - DOMINION ENGINEERING: hydraulic press #3 Kamyr and Yankee Dryer, #3 Paper Machine • technical services.
14. IMET-EER (FORMERLY ENVIROCON): air sampling of stacks.
15. CARLYLE CONTRACTING: Removal of scrap/garbage.
16. CANADIAN LIQUID AIR
17. INGERSOLL RAND: inspection of Ingersoll Rand equipment.
18. WHITEFISH SEPTIC SERVICE
19. NORTEST INSPECTION & CONSULTING: Crack testing.
20. GRACE DEARBORNE
21. BABCOCK WILCOX: Technical services.
22. KAMYR INC.: Technical services.
23. DOW CHEMICALS
24. STERLING CHEMICALS
25. HERCULES
26. ACTIVE OVERHEAD DOORS
27. KONE: Technical services.

<b>For the Company:</b>	<b>For the Union:</b>
H. Duranleau	R. Boucher
Assistant Personnel Manager	President, Local 74

Reissued • December/1993:

<b>For the Company:</b>	<b>For the Union:</b>
J. Ramsay	M. Gauthier
Human Resources Manager	President, Local 74



**#9**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**LINE OF PROGRESSION - STEAM PLANT**

June 20, 1984

The following is the understanding reached with reference to the implementation of a new line of progression in the Steam Plant including the Recovery Plant.

Commencing on date of implementation of the new line of progression, employees starting in the Steam Plant department will be required to have their certificate of qualification within the following period or be transferred out of the department,

- Fourth class ticket within one year
- Third class ticket within three years.

Departmental seniority will prevail until an employee completes three years in the department. An exception to this will only be made if a promotion requires a higher license than the employee with the greater departmental seniority has and will only prevail until the senior department employee obtains the necessary license within the required time limits.

Any relief for the position of Shift Engineer, other than the first relief, shall, upon completion of the relief, return to his normal position in the line of progression.

The position of #1 Operator is considered to be the senior operating position in the Steam Plant line of progression. This is based on the assessment of the nature of the jobs and Management's expectations for the jobs in the future. In view of this, Management are prepared to state that the #1 Operator will remain the senior operating position in the line

**LINE OF PROGRESSION - STEAM PLANT - Page 2**

of progression in the future.

It is agreed that a permanent position change be made in the event an employee is off on Long Term Disability (L.T.D.).

An employee's seniority will continue when he is off on L.T.D. and should he return to **work**, the employee will claim his seniority position. **All** employees below this position **will** then step down one seniority position.

**Date of Implementation:** The agreed date of implementation of the New Line of Progression in the Steam Plant and the Understanding reflected in this letter is March 21, 1983.

**For the Company:**  
H. Duranleau  
Assistant Personnel Manager

**For the Union:**  
R. Boucher  
President, Local 74

\*Agreed on June 20, 1984

**Reissued - December/1993**

**For the Company:**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74

**#10**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**RIGGER CLASSIFICATION**

March 28, 1968

Effective March 25th, 1968, the rates applicable to the classification Rigger 1st and 2nd Class will be deleted and replaced by the rate structure governing Foremen, Tradesmen and Helpers classifications in the Mechanical Department.

The following understanding was reached in implementing this change:

1. **As** classified tradesmen, the riggers will be required to use tools and equipment necessary in the fabrication and erection of equipment related to their trade in addition to the normal heavy rigging procedure.
2. Normal trade rigging will be carried on by the individual trade group as required.
3. The revision of the classifications will be applied to the new Labour Agreement.

If this is your understanding of the Agreement, please signify and return two copies of this Agreement to the Personnel Department.

**For the Company:**

J. Hanna  
H. Reid

**For the Union:**

G. Hein  
R. Duranleau

**Resissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
**President, Local 74**

**#11**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B, EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**SECOND CONSECUTIVE SHIFT**

August 16, 1980

Management will ensure that Supervision is instructed to make other suitable arrangements for relief when an employee would be required to work a second consecutive overtime shift due to absenteeism. An employee so involved will only be required to work in an emergency situation when no other means of relief is available.

In the event that such an emergency happens, the Personnel Department and the Local Union will be informed.

I. A. CAIRNS

**Reissued. December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#12**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74 AND LOCAL 156**

**JURISDICTIONAL TRANSFER OF EMPLOYEES**  
**1980**

It is agreed that when a vacancy occurs in the Operating Labour Pool, under the jurisdiction of Local 74, that employees under the jurisdiction of Local 156 will be given the opportunity to transfer to the vacant position before a new employee is hired from outside the work force.

It is further agreed that when a vacancy occurs on a bottom job, under the jurisdiction of Local 156, that employees under the jurisdiction of Local 74 will be given the opportunity to transfer to the vacant position before a new employee is hired outside the work force.

Notwithstanding the above provisions, it is further agreed that no more than two employees from any one department in either jurisdiction will be allowed to transfer during a 12-month period from date of first transfer.

It is understood that the principles of seniority, education and experience outlined in the Transfer of Employees and Job Posting clause shall apply.

The hiring of employees for "Temporary Relief" is excluded from this understanding for the established period of "Temporary Relief", May 1 to November 30th.

**For the Union:**

R. Casson  
C.P.U. National Representative

Stan Laderoute  
President, Local 74

W. Lewis  
President, Local 156

**Reissued - December/1993**

**For the Company:**

J. Ramsay, Human  
Resources Manager

**For the Company:**

I. A. Cairns  
Vice President for Manufacturing  
Espanola Mill Division

B. G. Campbell  
Personnel Manager

**For the Union:**

M. Gauthier, President L74

#13  
**LETTER OF UNDERSTANDING  
BETWEEN  
E. B. EDDY FOREST PRODUCTS LTD.  
AND  
CANADIAN PAPERWORKERS UNION, CLC  
LOCAL 74 AND LOCAL 156**

**PENSION PLAN CONTRIBUTIONS AND BENEFITS  
EFFECTIVE MAY 1, 1982  
October 8, 1982**

This letter will clear up any misunderstanding regarding the calculation of benefits and employee contributions effective May 1, 1982.

**Benefits - May 1, 1982**

In calculating final average earnings for pension purposes, the calculation will be a maximum of 40 hours per week times the employees status rate for each week worked.

**Contributions - May 1, 1982**

The employee contribution will be calculated on a maximum of 40 hours per week times his hourly rate at 5% minus applicable C.P.P. contribution.

It is agreed that in the future if changes can be made to the payroll programme then employees contributions and benefits will be calculated on the basis of 40 hours or 42 hours per week as applicable.

**For the Company:**

I. A. Cairns

**For the Union:**

Local 74:  
S. Laderoute  
Local 156:  
W. Lewis

**Reissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#14**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**SCHEDULING OF TRADE GROUPS**

June 22, 1984

The Company proposes that the scheduling of trade groups as submitted by the local union, will be for the period to December 31, 1984 and will apply only to the Pipefitter crew during this trial period. **At the end of** the trial period, Management and local union representatives will meet to evaluate the results of the trial period, mutually agreeing to any revisions of the Plan. This agreed program will apply to the trade groups as applicable.

Each Trade Group will have one seniority line. The assignment of work within the trade will be:

1. Maintenance,
2. Capital **Work**.

To maintain continuity in the Capital work employees will be assigned for 3 month period.

Senior employees will be given the opportunity to choose C.W.O. work first to make up the number required in each trade group.

If the number of senior employees is not sufficient to make up the C.W.O. crew, the balance will be assigned from the junior employees in the department.

Employees assigned **to** Capital work will not **be** assigned:

Shift coverage for start-ups, however, the employees assigned to Capital work will be assigned:

1. Weekend work, and
2. Shift coverage.

At the end of each 3 month period the same procedure will be followed to fill the requirements for Capital Work for the next period. However, employees wishing to continue on Capital Work for the next 3 months period will be allowed to do so.

**SCHEDULING OF TRADE GROUPS • Page 2**

Employees assigned by seniority during the first 3 months will revert to the Maintenance crew unless it is their wish to stay with C.W.O.

The long term practice of sharing of overtime using the total trade seniority will continue as per the letter dated February 19, 1981 and signed by B. G. Campbell.

The requirement for the maintenance use of persons assigned to Capital work in cases of emergency will not be changed.

Foreman replacement will be as past practice with no change, with promotion from Trade Group seniority list.

**For the Company:**  
I. A. Cairns

**For the Union:**  
L. Viau  
President, Local 74

**Reissued - December/ 1993**

**For the Company:**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74



**#15**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E, B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**LAYOFF OF EMPLOYEES BY SENIORITY**

August 25, 1987

When a department is curtailed resulting in a reduction of the work force, the reduction will be governed by seniority in the department with qualifications.

When the mill is curtailed resulting in a reduction of the work force, the layoff will be governed by the mill seniority in the respective jurisdiction with qualification. The principle stated above is defined as department seniority keeps you in your department, mill seniority keeps you in the mill.

This means that the employees having the most mill seniority in the respective jurisdiction and sufficient qualification to do the job would be employed.

**For the Company:**

D. T. McMullan,  
Vice-President  
Resident Manager  
Espanola Pulp & Paper Operations

**For the Union:**

O. Daviau  
President, Local 74  
A. Dicaire  
President, Local 156

B. G. Campbell,  
Personnel Manager

**Reissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#16**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.,**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**PROMOTION MECHANICAL LABOUR POOL**

December 12, 1986

This letter **will** serve **as** the understanding reached with reference to promotion in the Mechanical Labour crew and its effect on five (5) jobs in the Mechanical Department.

The jobs affected are:

- |                     |                           |
|---------------------|---------------------------|
| 1. Knife Grinderman | 4. Lead Pluggerman        |
| 2. Oiler            | 5. Fiberglasser-Insulator |
| 3. Pluggerman       |                           |

5. Fiberglasser-InsulatorA sign off to any of these jobs whether temporary or a permanent move, **will** not affect the seniority of an employee within the Mechanical Labour Crew.

On a temporary promotion, an employee promoting to one of the above mentioned jobs would retain his/her seniority in the Mechanical Labour Crew, and when returning to the Mechanical Labour Crew as if he/she had never taken the promotion.

On a permanent promotion, an employee promoting to one of the above mentioned jobs would not retain his/her Mechanical Labour Crew seniority after thirty (30) working days on the job. If the employee did return to the Mechanical Labour Crew after 30 working days on the job, he/she would enter the Mechanical Seniority position of Labourer at the bottom of the Labour Pool seniority list. It is to be understood that the employees over all Mechanical Departmental seniority would govern for layoffs.

**For the Company:**

J. Ramsay  
Personnel Manager

**For the Union:**

O. Daviau  
President, Local 74

THIS LETTER REPLACES THE DECEMBER 12, 1986  
LETTER OF UNDERSTANDING.

**Reissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources

**For the Union:**

M. Gauthier  
President, Local 74

**#17**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**WEEKLY INDEMNITY / WORKER'S COMPENSATION**

September 8, 1978

It is understood that when delays in excess of 10 days occur in Weekly Indemnity payments or Worker's Compensation payments, the Company is prepared to advance an employee one week's benefit to be repaid when payment is received.

**For the Company:**

E. B. Eddy Forest Products Ltd.  
Ian A. Cairns  
V.P. Manufacturing

**For the Union:**

C.P.U. Wm.H. Burnell Local 74  
L. Doucette,  
President, Local 74

C.P.U. LOCAL 156  
E. Nadeau,  
President, Local 156.

Sept. 8, 1978.

**Reissued - December / 1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#18**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**JOB POSTING - DEPARTMENTAL SENIORITY**  
February 28, 1989

This Letter of Understanding will outline the agreement reached between Local 74 and E. B. Eddy Forest Products Ltd. with reference to Section 23.03 (b) and the interpretation of Departmental Seniority being applied to this clause.

The parties agree that an employee who bids for a permanent job opening and is the successful applicant, will establish his job seniority in the department as of the day he fills the posted position.

The employee's departmental seniority will be retained if the employee is returned to the O.L.P.

This departmental seniority will only be rescinded if the employee bids and is confirmed on a permanent job vacancy on a bottom job in another department.

Departmental seniority of Mechanical Labour Pool employees who have previously been effected by the former interpretation of Section 23.03 (b) will be adjusted in line with this agreed understanding. All other provisions of this clause remain unchanged.

If you are in agreement, please sign and return one copy and retain the second for your file.

**For the Company:**  
B. G. Campbell  
Personnel Manager

**For the Union:**  
O. Daviau  
President, Local 74

Reissued • December/1993  
**For the Company:**  
J. Ramsay  
Human Resources Manager

**For the Union:**  
M. Gauthier  
President, Local 74

**#19**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**CANADIAN PAPERWORKERS UNION, CLC**  
**LOCAL 74**

**12 HOUR COMPRESSED WORK WEEK SCHEDULE**

May 4, 1989

At a meeting with F. A. Cashman and R. Casson, Local Executive and Management, it was agreed on a trial basis, to address relief for unscheduled shifts by disregarding the requirement to be available for duty at the beginning of shift change and remain available for two (2) hours.

The Local stated that coverage would be available on a voluntary basis and the voluntary list would be used by department employees.

Effective immediately 12 hour compressed **work** week schedule, SECTION 6 - Relief for Unscheduled Absences - ITEM 5, will be withdrawn pending a trial period.

In the event that problems arise in securing trained relief Management reserves the right to return the existing contract language in SECTION 6 - Relief for Unscheduled Absences.

**For the Company :**

B. G. Campbell  
Personnel Manager

**For the Union:**

O. Daviau  
President - Local 74

Dated: May 4, 1989

**Reissued - December/1993**

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#20**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FORESTPRODUCTS LTD.**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA, CLC**  
**LOCAL 74**

**EDUCATIONAL LEAVE OF ABSENCE**

July 19, 1993

1. Requests for leaves of absence must be received in writing no later than two months prior to the commencement of the program. Official documentation from the educational facility, including the program and duration, must accompany the request.
2. The employee must be enrolled in a full-time program at a recognized educational institution.
3. Leaves of absence will be reviewed on an annual basis. Proof of successful completion of previous academic year must be presented prior to consideration being given to subsequent leaves of absence.
4. If the employee elects to withdraw from the program during the period which the leave of absence has been granted, the employee must notify the company within seven days. The company reserves the right to request periodic status reports from the employee to verify their academic standing at the educational facility. The company also reserves the right to cancel the leave of absence if the employee fails to maintain the minimum standards established by the educational facility.
5. The employee must notify the company one month in advance of their expected return to work date.
6. Seniority will be maintained but will not accrue during the leave of absence. Upon return to work, the employee will be placed in a position that their seniority will allow them to occupy, however, **will** not necessarily retain the right to the position vacated.

**EDUCATIONAL LEAVE OF ABSENCE • Page 2**

7. Continuation of benefits is optional, excluding short and long term disability. The employee will incur the cost of the premiums of the benefits and must pay one month in advance of benefit coverage. Pension contributions during this period will be frozen.

**For the Company:**

J. Ramsay  
Human Resources Manager

**For the Union:**

M. Gauthier  
President, Local 74

**#21**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA, CLC**  
**LOCAL 74**

**JOB VACANCIES**

July 28, 1993

In the event a job is eliminated by automation and/or technological change or job elimination and a vacancy occurs in that department, the incumbent who lost the job or, ~~was~~ removed from the line of progression, will have first option to return to said job or, line of progression, providing he/she has not posted for and been accepted for another job.

**FOR THE COMPANY**

Jim Ramsay,  
Human Resources Manager

**FOR THE UNION**

M. Gauthier,  
President • Local 74



**#22**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA, CLC**  
**LOCAL 74**

**JOB ELIMINATION**

July 28, 1993

In the event of a job elimination in a department, those employees who are status on that job (or those who should be but who are off due to sickness or for other reasons) will be allowed to select a new position below them in the line of progression by displacing the most junior man on that job regardless of signoffs. Departmental seniority **will be** the governing factor. Employees affected by senior employee moves will have the same opportunity **as** those whose jobs have been eliminated. The affected employees will **be** allowed this choice only once.

**FOR THE COMPANY:**

J. Ramsay,  
Human Resources Manager

**FOR THE UNION:**

M. Gauthier,  
President, Local 74

**#23**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA, CLC**  
**LOCAL 74**

**JOB CLASSIFICATION PLAN**  
July 28, 1993

When J.C.P. causes a job to move up the line of progression, the senior man will move up with the job if he has the departmental seniority (regardless of sign-offs). If the worker does not have the seniority he **will** fall into the line of progression as his departmental seniority (regardless of sign-offs) dictates. Past sign-offs **will** be honoured when promotions to the next higher job present themselves at which point the senior man will have to let the junior man to which he had previously signed off take the promotion.

**FOR THE COMPANY:**

J. Ramsay,  
Human Resources Manager

**FOR THE UNION:**

M. Gauthier,  
President, Local 74

Appendix D  
Group Insurance Plan  
For Local 74

General Information

Plan Effective Date:

The benefits described in this booklet are in effect as of January 1, 1981.

Eligibility:

All full time hourly employees who are members of the Communications, Energy and Paperworkers Union Canadian Labour Congress - Local 74 are eligible to participate in this plan.

If you have dependents you may insure them as well. Your spouse is eligible and your children.

Children up to the age of 21 who are dependent for support are eligible for major medical and dental benefits. Also, unmarried children 21 years of age and over who are full time students attending a certified education institution and dependent upon you for support are eligible dependents until their 25th birthday.

"Child" means any biological child, common-law child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a covered person and must be one of the following:

(1) under the age of 21

(2) under the age of 25 and a registered student in full-time attendance at an accredited college or university. For the purposes of this definition, full-time attendance will be deemed to include any period of up to four (4) months between any two (2) periods of full-time attendance; or

**(3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under (1) or (2) above. You must provide satisfactory proof to Metropolitan as often as requested that the child remains unable to work for these reasons and dependent on you for financial support for the basic necessities of life.**

**Effective Date of Coverage:**

You become eligible for Life Insurance on the first day of the month following completion of one day of active service and Long Term Disability immediately upon becoming insured for Weekly Indemnity benefits under another carrier.

**Your** Weekly Indemnity and Major Medical coverage, and that of your dependents, is effective on the first day of the month following the date you were employed for full time and full pay. Your dental coverage, as well as your dependents, is effective on the date you complete a waiting period of 90 working days of service for full time and full pay.

If you are initially insured for employee only coverage and later acquire a dependent, you may enroll your dependent in the Health Plan by notifying the Human Resources Department.

If you are not actively at work on the date your Weekly Indemnity, Major Medical and Dental coverage would normally become effective, coverage **will** commence on your return to work for full time and full pay.

If one of your dependents is hospitalized on the date Major Medical coverage would normally become effective, coverage will commence on the day following discharge from the hospital.

**How to Obtain the Insurance:**

To obtain the insurance described in this booklet, you should complete and sign your application card and return it without delay. No medical examination is required for you if you apply for the insurance within 31 days of becoming eligible.

**Changes in Amounts of Insurance:**

If you become eligible for a different amount of insurance because your earnings change, the change in coverage will be made on the date of change in salary or, if you are not at work on that date, on the date you return to work. However, changes in amounts of Additional Life Insurance will be made on the first day of April coinciding with or next following such change.

**If You Leave Our Employ:**

Your group insurance will terminate if you leave our employ. You have the right to change your Life Insurance to an individual policy as described elsewhere in the booklet.

**Life Insurance****Death Benefit:**

In the event of your death from any cause, your Life Insurance under the Plan will be paid to the beneficiary you have named. If you have named more than one beneficiary and one of those beneficiaries should die before you, his or her share of the insurance will be paid to the surviving beneficiaries or if there is none, it will be paid to your estate.

The amount of your life insurance is a basic coverage of one and one half times earnings, maximum \$60,000.00. In addition, you may elect to be insured for an amount of additional life insurance equal to **\$5,000.00**

In no event shall your insurance continue beyond your date of retirement.

**Total and Permanent Disability Benefit:**

If you become totally and permanently disabled before your 65th birthday, upon expiry of your Long Term Disability benefits, your Life Insurance will become payable to you in installments rather than to your beneficiary at death. Proof of total disability will be required from time to time.

The value of any remaining installments still unpaid at the time of your death would be paid to your beneficiary.

### Accidental Death and Dismemberment Benefit

If, as the result of an accident, you suffer any of the losses listed below within 365 days of the accident, payment will be made as indicated. The principal amount of your accidental death and dismemberment insurance is an amount equal to the amount of your group life insurance.

#### LOSS OF

Life	) Principal amount of ) insurance ) (Paid to your ) beneficiary)
Both hands	)
Both feet	)
The sight of both eyes	)
One hand and one foot	)
One hand and the sight of one eye	)
One foot and the sight of one eye	) Principal amount of ) insurance ) (Paid to you)
Paraplegia, or Use of both hands for a continuous period of 12 months following the accident.	) ) ) )

#### LOSS OF:

Use of one arm for a continuous period of 12 months following the accident	) Three-quarters of ) the principal amount ) of insurance ) (Paid to you)
---	--

LOSS OF

One hand	) Two-thirds of the
One foot, or	) principal amount
The sight of one eye	) of insurance
	) (Paid to you)

LOSS OF

Use of one hand for a	) One-half of the
continuous period of 12	) principle amount of
months following the accident	) insurance
	) (Paid to you)

LOSS OF:

Thumb and index	) One-third of the
finger of either hand	) principle amount of
	) insurance
	) (Paid to you)

The total benefit payable for one loss shall not exceed the principal amount except that the amount payable for any of the above losses shall be doubled if the loss is sustained:

1. While you are riding as a fare-paying passenger within a public conveyance (such as a bus, taxi, streetcar, train, ship or commercial aircraft) which is licensed to transport passengers for hire:
2. While riding as a passenger in a regular passenger elevator, not including elevator cars operated in mines; or
3. As a direct result of the burning of a hotel, theater, school or government building in which you shall be, at the commencement of the fire.

This insurance protects **you**, if you are not a member of an Armed Force, while you are a passenger in any aircraft, but not when you fly under any other circumstances. If you are a member of an Armed Force, the insurance protects you while you are a passenger in any

aircraft not belonging to or operated by any Armed Force. It does not cover losses which result from **war** or riot, committing a criminal offense, poisoning or infection, self-destruction or self-inflicted injury, inhalation of gas, disease and bodily or mental infirmity.

**Conversion Privilege:**

When your insurance terminates because of termination of your employment, you will have the privilege of converting your Life Insurance, within the next 31 days without medical examination, to a new policy on any of London Life's regular plans (except term insurance, other than term insurance to age 65 and term insurance for a period of one year which may be converted to a form other than term insurance) without Total Disability Benefitor Accidental Death Benefit for an amount not exceeding the amount of **your** Group Life Insurance less the amount of any Paid-up Insurance purchased by the Company. The premium will be at the rates for your then attained age.

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

**Paid Up Group Life Insurance  
For Employees Retiring on Pension:**

**At** the time you retire on pension, all group life term insurance in force on your life will be cancelled and \$4,000 of Group Life Paid-up Insurance will be issued to replace it. The cost of this protection is paid for entirely by the Company; the premiums are fully paid-up and this insurance is a personal policy and will not be affected by anything that happens to the Company or its group insurance policy.

**Long Term Disability Insurance**

**Disability:**

During the first year of income payments your disability must prevent you from performing any and every duty relating to your regular job or engaging in any occupation or performing any work in the Mill. After that time, you will be considered totally disabled if you are unable to engage in any occupation or perform in **any** work in the Mill for which



the Company considers you to be reasonably qualified by education, training or experience. However, if you are working or engage in any occupation for wage or profit other than rehabilitative employment approved by the Company, you **will** not be considered to be totally disabled.

**Basic Monthly Earnings:**

Your regular monthly earnings on which your benefit will be based will exclude overtime pay, bonuses and other special compensation as at the date you become disabled.

**Benefit:**

If you become totally disabled before you are 65 and your disability lasts longer than 52 weeks of benefits under the Employer's Weekly Indemnity Plan, you **will** be paid a monthly income which is payable at the end of each month of disability **as long as** you are disabled but not beyond age 65 and in no event for more than the number of completed months equal to the employee's service. You must **be** under treatment by a licensed physician to receive benefits.

The amount of income for which you are eligible is shown in the Schedule of Amounts below. The amount of income will be reduced **as** follows:

1. By any payment for loss of time to which you are entitled from Worker's Compensation and Canada or Quebec Pension Plan, excluding any payment in respect of your children.
2. Further reductions will be made so that the amount you would receive from the insurance company and from any other sources (any other group, association and governmental insurance, sick leave or retirement plan of your employer) does not exceed 85% of your basic monthly earnings.

Schedule of Amounts:

Classification    **Long Term Disability Insurance**

All Employees    \*An amount equal to 55% of regular straight time hourly rate multiplied by 2,080 and divided by 12.    Maximum \$2,000.00.  
**Maximum \$2,100.00 per month as of May 1st, 1994.**

**Maximum \$2,200.00 per month as of May 1, 1996.**

\*Amounts of monthly benefit which are not integral multiples of \$1.00 are rounded to the next higher dollar.

**Note:** Generally, your monthly benefit is considered taxable income. If it is not taxable, the 85% limit would apply to your basic earnings after deductions have been made for income tax and pension plan.

Estimates of disability income from any of these sources will be used until the actual benefits have been established.

Rehabilitation:

Rehabilitative employment means any part-time occupation or work for a period not exceeding 24 months approved by Metropolitan Life. Your monthly benefit will be reduced by 50% of these earnings.

**If A Disability Recurs:**

If you become totally disabled again within six months due to the same or related cause and not receiving any income disability benefits, payments will commence again without the necessity of completing the 52 weeks. Disabilities occurring after the six month period will be treated as if no prior disability had occurred and the 52 week period must be completed again.

**General:**

The group insurance policy must be in force when your disability commences but payments will continue even if the policy is terminated as long as you remain disabled.

**Limitations:**

Coverage is made as broad as possible. The few exclusions include self-inflicted injury, disabilities resulting from riot, civil commotion, insurrection, war or hostilities of any kind, or active duty in any armed service during a time of war.

**Payment of Claims:**

Group insurance benefits are paid promptly on receipt of the necessary information. When you are entitled to receive any of the benefits described in this booklet, please notify the office immediately. Delay may cause disappointment as late reporting could invalidate your claim.

**Weekly Indemnity Benefit**

If you are totally disabled, unable to work, and under the continuing care of a physician, you will receive a weekly income of 70% of your weekly earnings.

Your weekly income will be reduced by any income replacement indemnity you are eligible to receive from any government plan or automobile insurance which has been approved as an acceptable limitation by the Unemployment Insurance Commission.

Your benefits will commence on the earlier of:

1. The 4th day of a disability caused by sickness
2. The 1st day of a disability due to an accident
3. The 1st day of hospitalization
4. Hospitalization is a stay in the hospital for at least eighteen hours, or, if an out-patient, surgery was performed that could not have been done in the doctor's office.

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

**Exceptions and Limitations:**

Disability Benefits are **not** 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 due to any cause at any time when you are on pregnancy leave of absence or could be placed on such leave by your employer in accordance with the relevant Provincial Statutes or that agreed upon by you and your Employer.
4. For any disability for which you are entitled to benefits under any **Workers** Compensation Act.
5. **At** any time when you are on vacation and receiving **full** pay.

**Health Care Benefits**

**Major Medical Benefit**

**Payments of Benefits:**

On behalf of each covered individual of your family this Benefit pays 100% of **all** eligible expenses for each insured person of \$10,000 during any period **of 3** consecutive calendar years.

**Effective January 1, 1994 increase maximum benefit to \$15,000.00.**

**Effective May 1, 1996, the maximum benefit will be increased to \$20,000.00.**

**Eligible Expenses :**

The following is a list of the items currently eligible for payment under this group plan. However, should your Provincial Health 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 (except for expense #4) recommended as necessary by a physician.

1. Drugs, sera and injectibles available only on a prescription by a physician or dentist and dispensed by a pharmacist, dentist or a physician.
2. Drugs and supplies of a non-prescription nature required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and Parkinsonism.
3. Professional services of a physician (where this coverage is permitted by law) with the following limits:
  - (a) For treatment in Canada and also for non-emergency treatment outside Canada, payment will be based on reasonable and customary charges for the area in which the claimant normally resides.
  - (b) For emergency treatment outside Canada, payment will be based on reasonable and customary charges for the area in which the treatment is rendered
4. Professional services of the following licensed, certified or registered practitioners (when operating within their recognized fields) up to the levels specified in the following table:

Practitioner	Initial Assessment	Amount Per Visit For Treatment Or Therapy	Total Yearly Max. Payable Per Person
Psychologist	\$10 per hour	\$10	\$200
Speech Therapist	Up to \$25	\$8	\$200

Podiatrist* )	\$8 less any amount	\$200 for each
Osteopath** )	paid by government	type of
Physiotherapist)	plan***	practitioner
Naturopath )		
Masseur )		
Chiropractor** )	\$15 less any amount	\$300
	paid by government	
	plan***	

One pair of orthopedic shoes per year, maximum \$50.00.

\*

**Also** eligible is a payment of up to \$100 for the surgical removal of toe nails or the excision of plantar warts.

\*\*

**Also** eligible is a payment **up to \$25** for one x-ray per calendar year for either (but not both) a chiropractor or an osteopath.

\*\*\*

Under some circumstances, benefits may not be payable until the government plan concerned has paid its yearly maximum. Check with your Human Resources Department if you require further details.

5. Diagnostic procedures, radiology, blood transfusions and oxygen (including the equipment necessary for its administration).
6. Professional services of a Registered Graduate Nurse (R.N.) provided the patient is not confined to hospital. If an R.N. is not available when needed, medically required nursing services of a Registered Nursing Assistant or a Licensed Practical Nurse will be eligible. However, any such nurse must not ordinarily reside in the patient's home or be a close relative of the patient.
7. Necessary licensed ground ambulance service to and from a local hospital.

8. Emergency transportation by means of a licensed ambulance, air-ambulance, or by any other vehicle normally used for public transportation, to the nearest hospital in which the required treatment can be provided, subject to one return trip per calendar year. Licensed ground ambulance service to and from the points of departure and arrival is also considered eligible.
9. Dental treatment for the repair of damage resulting directly from an accidental injury to natural teeth, provided the treatment is rendered within 6 months of the accident and the insurance is still in force. Payment will be made based on the amount for the least expensive procedure which will provide a professionally adequate result.
10. Purchase of trusses, braces, crutches and artificial limbs or eyes.
11. Orthopaedic shoes which are attached to and form part of a brace (including adjustment.)
12. Elastic support stockings, up to \$25 per calendar year.
13. Rental, or, at the insurance company's option, purchase of a wheelchair, hospital bed or iron lung.
14. Room, board and normal nursing care provided in a licensed nursing home or clinic (for convalescent or chronic care, but excluding custodial care) up to \$20 per day.
15. Hospital charges incurred for emergency treatment outside Canada, including room and board (for the difference between the benefits payable by the provincial hospital plan and the actual cost of ward accommodation) and Special Hospital Services, for a maximum of 31 days per period of disability.
16. Hospital room and board charges, in excess of ward accommodation for semi-private accommodation (plus the daily co-insurance charge, if applicable). If confined in a private room, payment will be made up to the hospital's charge for semi-private accommodation.
17. Hospital charges incurred as an out-patient for necessary medical or surgical treatment (excluding physician's fees, or special nurse's fees).

**Maternity Expenses:**

Major Medical expenses incurred due to pregnancy will be considered in the same manner as expenses incurred due to any other condition.

**Dental Care Insurance**

If, while insured, you incur Covered Dental Expenses for yourself or for an Insured Dependent, you will be paid benefits as specified in the Schedule of Insurance, subject to the following provisions.

**Definitions:**

“Calendar Year” means a dental expense period from January 1st to December 31st.

“CO-Insurance” is the percentage of eligible expenses which will be reimbursed under this Plan.

“Covered Dental Expenses” mean expenses incurred for Covered Dental Procedures listed herein, which are reasonable, necessary and customary and are performed, recommended or approved by a Dentist legally licensed to practice dentistry, excluding any charges in effect on the date the service is performed, which are in excess of the amount recommended in the Dental Association Fee Guide specified in the Schedule of Insurance herein.

Where a Covered Dental Procedure does not appear in the prevailing Fee Guide, the amount of Covered Dental Expense for such procedure will be determined by Metropolitan on a reasonable and customary basis.

“Dentist” means a person licensed to practice dentistry by the licensing authority of the jurisdiction which he or she practices.

Metropolitan reserves the right to make a determination of benefits payable taking into account alternate procedures, services or course of treatment, provided under this Plan, that may be performed for the dental condition concerned in order to accomplish the desired result based on accepted standards of dental practice.



**Maximum Benefit:**

The maximum amount payable per individual for services is \$1,000 per calendar year. The Dental Plan was amended October 1, 1987 to increase the lifetime maximum benefit for Orthodontic Services covered expenses to \$1,000.00 per insured family member.

**Predetermination of Benefits Payable:**

- If the estimated cost of a course of treatment involves Covered Dental Expenses in excess of \$300.00, the proposed treatment plan should be filed with Metropolitan prior to the commencement of treatment, Metropolitan will notify the Employee of the benefits certified as payable based on such course of treatment.

A "Treatment Plan" is a written report prepared by the attending Dentist which illustrates a description of the recommended treatment, the duration of the treatment, and an itemized estimated cost of the treatment, appliances and X-rays. Appropriate X-rays should accompany the treatment plan and will be returned with verification of benefits payable.

- Predetermination will not be required in the case of emergency treatment where insufficient time is available to submit a treatment plan.

**Eligible Expenses:**

Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the fee specified for General Practitioners in the Dental or Denturist Fee Guide, May, 1992 - include 1991 O.D.A. Schedule of Fees, **January 1, 1994 upgraded to 1992 O.D.A. Schedule of Fees; May 1, 1994 the Plan to be upgraded to 1993 O.D.A. Schedule of Fees; May 1, 1995 the Plan to be upgraded to 1994 O.D.A. Schedule of Fees; May 1, 1996 the Plan to be upgraded to 1995 O.D.A. Schedule of Fees; May 1, 1997 the Plan to be upgraded to 1996 O.D.A. Schedule of Fees.**

Fees for specialists will be considered if the patient was referred by a physician or another dentist. No referral is necessary for Orthodontic treatment.

There are several dental procedures which are covered by Provincial Health Plans up to certain maximums. If the dentist or dental surgeon chooses to charge more than that payable by the Provincial Plan, legislation in some provinces does not permit the excess charges to be eligible under this Plan.

Situations may arise where alternate methods of treatment may be available. It is solely for you and your dentist to decide which method will be employed. The insurance company reserves the right to use the least expensive method of treatment that would provide a professionally adequate result as the basis for determining their liability. Only those treatments listed are eligible.

**Type a Services - Reimbursement at 100%:**

**Diagnostic Services:**

Complete oral examination (once in 36 consecutive months)  
01101, 01102, 01103

Limited oral examination, previous patient (once in 6 consecutive months)  
01202, 01203

Specific oral examination  
01204

Emergency examination  
01205

Intra oral X-rays, complete series (once in 36 consecutive months)  
02101, 02102

Intra oral periapical X-rays, one to fifteen films  
02111, 02112, 02113, 02114, 02115, 02116, 02117, 02118, 02119,  
02120, 02121, 02122, 02123, 02124, 02125

Intra oral occlus X-rays, one to six film  
02131, 02132, 02133, 02134, 02135, 02136

Intra oral bitewing X-rays, one to six films (once in 6 consecutive months)  
02141, 02142, 02143, 02144, 02145, 02146

Extra oral X-rays  
02201, 02202, 02203, 02204, 02209

Postero-anterior, lateral **skull** and facial bone X-ray!  
02304

Sialography  
02401, 02402, 02409

Use of radiopaque dyes to demonstrate **lesions**  
02411, 02412, 02419

Temporomandibular joint X-rays  
02504, 02509

Panoramic X-rays (once in 36 consecutive months)  
02601

Interpretation of X-rays from another source  
02801, 02802, 02809

X-rays, hand and wrist (**as** a diagnostic aid)  
02921

Tomography  
02931, 02932, 02933, 02934, 02939

Microbiological tests  
04101

Caries susceptibility **tests**  
04201

Histological tests  
04311, 04312, 04321, 04322

Cytological test  
04401

Treatment planning - per unit of time  
05101, 05102, 05103, 05104, 05109

Consultation with patient - per unit of time  
05201, 05202, 05209

**Preventive Services:**

Prophylaxis (once in 6 consecutive months)  
11101, 11102, 11103

Preventive recall packages (subject to specific exclusions)(once in 6 consecutive months)  
11201, 11202, 11203, 11301, 11302, 11303, 11401, 11402, 11403, 11501, 11502, 11503

Fluoride treatment, topical application (under 19 years of age only) (twice in any calendar year)  
12101

Individual oral hygiene instruction (once in 6 consecutive months)  
13211, 13212, 13213, 13214, 13219

Oral hygiene re-instruction within 6 months (once in 6 consecutive months)  
13231, 13232, 13239

Caries, trauma and pain control with band  
20121, 20129

**Restorative Services:**

Caries, trauma and pain control/pulp capping  
20111, 20119, 20131, 20139

Amalgam restorations, primary teeth  
21111, 21112, 21113, 21114, 21115

Amalgam restorations, permanent teeth  
21211, 21212, 21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225

Retentive pins for amalgams and restorations  
21401, 21402, 21403, 21404, 21405

Tooth coloured restorations, permanent anteriors  
23101, 23102, 23103, 23104, 23105, 23111, 23112, 23113, 23114,  
23115

Miscellaneous tooth coloured restorations  
23211, 23212, 23213, 23214, 23215, 23221, 23222, 23223, 23224,  
23225, 23311, 23312, 23313, 23314, 23315, 23321, 23322, 23323,  
23324, 23325, 23401, 23402, 23403, 23404, 23405, 23411, 23412,  
23413, 23414, 23415, 23501, 23502, 23503, 23504, 23505, 23511,  
23512, 23513, 23514, 23515

**Endodontic Services:**

Pulpotomy  
32221, 32222, 32231, 32232

Pulpectomy (as a separate emergency procedure)  
32311, 32312, 32313, 32314, 32321, 32322

Root canals  
33111, 33121, 33131, 33141, 33401, 33402, 33403

Apexification, including dentogenic media  
33601, 33602, 33603, 33604, 33611, 33612, 33613, 33614

Apicoectomy/apical curettage  
34111, 34112, 34121, 34122, 34123, 34131, 34132, 34133, 34134,  
34141, 34142, 34151, 34152, 34153, 34161, 34162, 34163, 34164

Retrofilling  
34211, 34212, 34221, 34222, 34223, 34224, 34231, 34232, 34233,  
34234, 34241, 34242, 34251, 34252, 34253, 34254, 34261, 34262,  
34263, 34264

Root amputations  
34411, 34412

Isolation of tooth or teeth to maintain aseptic operating field  
39101

Hemisection  
34421, 34422, 34423

Removal of tooth, apical filling and replantation  
34451, 34452, 34453

Removal of root filling materials or foreign bodies  
33115, 33125, 33135, 33145

Opening and drainage  
39201, 39202, 39211, 39212

**Periodontic Services:**

Application of displacement dressings  
41101, 41102, 41103, 41104, 41109

Management of oral infections  
41221, 41222, 41223, 41224, 41229

Desensitization  
41301, 41302, 41309

Gingival curettage  
42111

Gingivoplasty  
42201

Gingivectomy  
42311, 42321, 42331, 42339

Flap approach surgery  
42411, 42421, 42431, 42441

Soft **tissue grafts** with flaps  
42511, 42531

Coronally positioned grafts  
42521

Distal wedge procedure  
42811, 42819

Post surgical treatment  
42821, 42822, 42823, 42829

Provisional periodontal splinting or ligation  
43111, 43211, 43231, 43241, 43261

Occlusal adjustment (8 units of time in any Calendar Year)  
43311, 43312, 43313, 43314, 43319

Scaling or root planing  
43411, 43412, 43413, 43414, 43415, 43416, 43419, 43421, 43422,  
43423, 43424, 43425, 43426, 43429

Periodontal appliances  
43611, 43612

Periodontal appliance maintenance, adjustment, reline or repairs  
43621, 43622, 43623, 43629

**Oral and Maxillofacial Surgery:**

Removal erupted teeth, uncomplicated  
71101, 71109

Removal, erupted teeth, complicated  
71201, 71209

Removal, impacted teeth  
72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239

Removal, residual roots  
72311, 72319, 72321, 72329, 72331, 72339

Surgical exposure of teeth  
72511, 72519, 72521, 72529

Transplantation  
72611, 72619

Surgical repositioning  
72631, 72639

Enucleation  
72711, 72719

Alveoloplasty  
73111, 73121

Removal of bone  
73153, 73154, 73161

Tuberosity/Tuberoplasty  
73171, 73172

Gingivoplasty and/or stomatoplasty  
73152, 73211, 73221

Excision of vestibular hyperplasia  
73222

Shaving of papillary hyperplasia  
73223

Vestibuloplasty, sub-mucous  
73411

Surgical excision, benign tumors  
74111, 74112, 74113, 74114, 74115, 74116, 74117, 74118

Surgical incision, intra oral  
75111, 75112, 75121

Surgical exploration or trephination, intra oral  
75122

Reduction of fractures, closed reduction  
76201, 76301, 76911

Reduction of fractures, open reduction  
76202, 76203, 76204, 76302, 76303, 76304, 76912, 76913

Replantation of avulsed tooth or teeth  
76941, 76949



Repositioning of displaced teeth, repairs-lacerations (under 2cm.)  
76951, 76952, 76959, 76961

Repairs-lacerations (2cm. or over)  
76962, 76963

**Frenectomy**  
77801, 77802, 77803

Temporomandibular joint (TMJ) dislocation treatment, **closed**  
reduction  
78102

Treatment of salivary glands  
79111

Antral surgery  
79311, 79312, 79313, 79321, 79322, 79331, 79332, 79333, 79341,  
79342, 79343,

Control of hemorrhage  
79402, 79403, 79404

Post surgical care  
79601, 79602, 79603, 79604

**Orthodontic Services:**

Cephalometric X-rays, films  
02701, 02702, 02703, 02704, 02709

Cephalometric X-rays, tracing and interpretation  
02761, 02762, 02769

Surgical exposure of tooth for orthodontic treatment  
72531, 72539

**Adjunctive General Services:**

Local anesthesia  
92101, 92102

Anaesthesia of any kind is not payable unless used in conjunction with:

- (1) Oral surgery (excision)
- (2) Periodontal surgery, or
- (3) Fractures and dislocations

General anesthesia  
92212, 92213, 92214, 92215, 92216, 92217, 92218, 92219

Provision of facilities, equipment and supplies  
92222, 92223, 92224, 92225, 92226, 92227, 92228, 92229

Neuroleptanalgesia  
92252, 92253, 92254, 92255, 92256, 92257, 92258, 93359

Inhalation sedation  
92311, 92312, 92313, 92314, 92315, 92316, 92317, 92318, 92319

Intravenous sedation  
92331, 92332, 92333, 92334, 92335, 92336, 92337, 92338, 92339

Intramuscular sedative drugs  
92341

Consultation with member of profession  
93111, 93112, 93119

House or non-emergency hospital calls  
94101, 94102

After hours office visit  
94302

Prescription drugs or therapeutic injections  
96201, 96202

**Type B Services- Reimbursement at 50%:**

**Removable Prosthodontics:**

Complete permanent dentures, standard (once in 36 consecutive months)  
51101, 51102, 51103, 51301, 51302, 51303

Complete transitional dentures (once in 36 consecutive months)  
51601, 51602, 51603

Partial transitional dentures (once in 36 consecutive months)  
52101, 52102, 52103

Partial immediate dentures (once in 36 consecutive months)  
52111, 52112, 52113

Partial dentures, resilient retainer (once in 36 consecutive months)  
52201, 52202, 52203

Partial immediate dentures, resilient retainer (once in 36 consecutive months)  
52211, 52212, 52213

Partial dentures, clasps and/or rests (once in 36 consecutive months)  
52301, 52302, 52303

Partial immediate dentures with clasps and/or rests (once in 36 consecutive months)  
52311, 52312, 52313

Partial dentures with lingual bar (once in 36 consecutive months)  
52401, 52402, 52403

Partial immediate dentures with lingual bar (once in 36 consecutive months)  
52411, 52412, 52413

Partial dentures, cast with acrylic base (once in 36 consecutive months)  
53101, 53102, 53103, 53111, 53112, 53113, 53201, 53202, 53203, 53205, 53211, 53212, 53213, 53215, 53301, 53302, 53401, 53402, 53403, 53611, 53612, 53613, 53621, 53622, 53623

Partial dentures, altered cast impression technique (once in 36 consecutive months)  
53104, 53304

Denture adjustments  
54201, 54202, 54209, 54301, 54302, 54303

Denture repairs or additions  
55101, 55102, 55201, 55202, 55301, 55302, 55401, 55402, 55403

Dentures/implant retained prosthesis  
55601, 55609

Denture relining or rebasing  
56211, 56212, 56213, 56221, 56222, 56223, 56231, 56232, 56233,  
56241, 56242, 56243, 56251, 56252, 56253, 56261, 56262, 56311,  
56312, 56313, 56321, 56322, 56323, 56331, 56332, 56333, 56341,  
56342, 56343

Denture remake  
56411, 56412, 66413

Denture tissue conditioning  
56511, 56512, 56513, 56521, 56522, 56523

Resetting of teeth  
56602

**Limitations Applicable to Denture Repairs, Rebasing, Relining and Tissue Conditioning**

Covered expenses incurred in connection with dentures are limited as follows:

1. Tissue conditioning, rebasing or relining dentures providing one (1) year has elapsed since installation of the appliance. Subsequent treatments are allowed every three (3) years, as required.
2. Repair of an existing denture providing the existing denture was installed at least three (3) years prior to the date of repair. This limitation will be waived where repair is necessitated by an accidental blow to the mouth but not by an object wittingly or unwittingly placed in the mouth.

**Limitations and Exclusions Applicable to Dentures:**

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

1. Initial placement of dentures which replace natural teeth that were extracted while not insured under this Plan, unless necessitated by the extraction of additional natural teeth extracted while insured under this Plan. In the event of a change of carrier, the burden of proof will remain with the claimant to verify the date of extraction and supply the name of the practitioner. The missing units will be replaceable if the teeth in question were extracted no more than one year prior to the effective date of the new Plan.
2. Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial removable denture to replace extracted natural teeth, unless evidence satisfactory to Metropolitan is presented that:
  - the replacement or addition of teeth is required to replace one (1) or more additional natural teeth extracted after the existing denture was installed and while you are or your Insured Dependent is covered under this provision, or
  - the existing denture was installed at least 36 months prior to its replacement and that the existing denture cannot be made serviceable, or
  - the existing denture is an immediate temporary denture replacing one (1) or more natural teeth, and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the immediate temporary denture. If the transitional denture is not replaced within 12 months of installation, the denture will be considered as a permanent appliance and subject to the Plan limitations. This provision will not apply in the case of accidental injury involving a child, up to age 18.
3. Replacement of lost, missing or stolen prosthetic devices.

**Type C Services- Reimbursement at 50%**

**Preventive Services:**

Habit breaking appliances

14101, 14102, 14201, 14202

Space maintainers, band type  
15101, 15102, 15103, 15104

Spacemaintainers, stainless steel crown type  
15201, 15202

Space maintainers, cast type  
15301, 15302

Spacemaintainers, acrylic  
15401, 15402, 15403

Spacemaintainers, acid etched pontic type  
15501

Space maintainers, maintenance  
15601, 15602

**Orthodontic Services:**

Orthodontic observations, adjustments or appliances  
80000

**Exclusions for Orthodontics:**

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- Replacement of an orthodontic appliance.

**General Exclusions Applicable to All Dental Procedures:**

Expenses in connection with the following are not Covered Dental Expenses:

- Expenses for services not listed under "Covered Dental Expenses."
- Expenses for services rendered prior to the effective date of the individual's insurance.

- Any charges in excess of the fee specified in the applicable Fee Guide.
- Expenses for surgery or treatment for cosmetic purposes; except those expenses for such surgery or treatment required for correction of damage caused by accidental injury sustained, while insurance is in force, shall not be excluded if they otherwise qualify as "Covered Dental Expenses."
- Expenses for services received because of dental injury arising out of or in the course of any employment for wage or profit, or dental disease or defect entitling the individual to benefits under any workers' compensation or occupational disease law.
- Services for which the person receiving them is not required to make payment, or where payment is received as a result of legal action or settlement.

Expenses for services to the extent that such services, or benefits for or because of such services, are available under any government plan. In the case of any person who is not enrolled for any coverage for which he has become eligible under any governmental plan, services and benefits available under the governmental plan will nevertheless include all benefits to which he would be entitled if he were enrolled for **all** such coverage. This provision is subject to any governmental requirement that insurance benefits be used before governmental plan benefits are available.

- Expenses incurred by **a** Physician or **a** Dentist for time spent travelling, broken appointments, transportation costs or advice given by telephone or other means of telecommunication.
- Expenses for services required as **a** result of self-inflicted injuries or **illness** while sane or insane.

Expenses for injury or sickness resulting from active participation in **a** riot, rebellion, **war**, civil commotion or insurrection.

- Expenses for services for which charges would not have been made if no insurance existed or for which there is no cost to the person receiving them.

- Expenses for dentures and their fittings which were ordered prior to the effective date of the individual's insurance.
- Expenses for repair or replacement of dentures except those included under "Covered Dental Expenses".
- Expenses for the replacement of an existing appliance (fixed bridgework, removal partial or complete dentures) which has been lost, mislaid or stolen.
- Full mouth X-rays for any Insured Dependent who has not attained at least 10 years of age when the charges are incurred.
- Expenses for services which are deemed to be for crowns and bridges.
- Charges for veneers, laminates and mastiques, both self or light cured.
- Laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Insurance.
- Procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion.
- Expenses for travel for health or examinations required for use by a third party.
- Expenses for dental treatment received from a dental or medical department maintained by the Employer, an association or a labour union.

**Payment of Claim:**

Benefits will be paid to you upon receipt by Metropolitan of written proof covering the event for which claim is made. Metropolitan may, at its option, pay such benefits directly to the person or agency that rendered the services for which payment is to be made; payment so made shall discharge Metropolitan's obligation with respect to the benefits so paid. Written proof covering fully the Covered Dental Expenses for which claim is made must be given to Metropolitan within



18 months after the date the Covered Dental Expenses were incurred, Failure to furnish proof within the time provided shall not invalidate or reduce any claim if it is shown not to have been reasonably possible to furnish proof within the specified time and that proof was furnished as soon as was reasonably possible.

**Benefits After Cessation of Insurance:**

No benefits are payable for Covered Medical Expenses incurred after the date the insurance on you or your Insured Dependent ceases.

**Claim Procedures**

**Weekly Indemnity Benefits**

Claim forms are available from your employer. You and your employer must complete certain portions of the form and your doctor must complete the Attending Physician's Statement. Once the form is completed, it should be returned to the Health Office so they may forward it to the Insurance Company on your behalf.

In order to be eligible for payment, Weekly Indemnity claims must be submitted within 90 days of the commencement of total disability.

In any case, you should see your doctor within 3 days of commencement of disability or illness.

**Health Care Benefits:**

If expenses are incurred due to hospital confinement, a claim form should be completed by the hospital. When completed, this claim form should be submitted to the insurance company in a Medical Expense envelope which can be obtained from the Human Resources Office.

If Major Medical expenses other than hospital charges are incurred, obtain a claim form from the Human Resources Office, complete and send along with the itemized bills direct to the insurance company.

In order to be **eligible** for payment, claims must be submitted by the end of the calendar year following the year in which the claims occurred.

**NOTE:** Itemized bills in support of claims will not be returned but will be retained by the insurance company.

If Dental expenses are incurred, obtain a claim form from your employer, have your dentist complete the form, complete your portion of the form and forward it to the insurance company. Written proof of claim must be given to the insurance company by the end of the calendar year following the year in which the expense was incurred.

For all Health Care Benefits, when your insurance terminates for any reason, written proof of claim must be given to the insurance company within 90 days of the date of termination of Insurance.

### **Termination of Insurance**

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

1. On the last day of the month following termination of your employment or retirement for Weekly Indemnity and Major Medical Benefits.
2. On the date you terminate your employment or retire, for the Dental Benefit.
3. If you should die.
4. If you enter the armed forces on a full-time basis.
5. Termination of the Policy.
6. On the date you reach age 65 with respect to the Dental Benefit.

## Extension of Benefits

### Weekly Indemnity Benefit:

If you are totally disabled on termination of employment or lay-off, Weekly Indemnity benefits may be extended for a limited time period, depending on the date disability commenced and/or when notice of termination or lay-off was given. Details of this extension are set out in the Group Policy.

### Health Care Benefits:

If you are totally disabled when your Major Medical Benefit terminates, benefits for such disability will be payable, as long as you remain disabled, up to a maximum period of 365 days after termination.

If one of your covered dependents is hospitalized when your insurance terminates, then benefits will be payable in the same manner as your own, until your dependent is discharged from the hospital.

Extension of the Major Medical Benefit will cease if the Policy should terminate.

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 Metropolitan Life prior to the date your insurance terminates. However, under the following circumstances benefits are payable:

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.

#### **Other Information**

“Totally disabled” means you are unable to work and earn an income due to an accident or sickness that leaves you wholly and continuously disabled.

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

This plan includes a Co-ordination of Benefits Provision. This provision operates in the event that you or your dependents are covered under more than one Group Health or Dental plan and ensures that while claim may be made under all plans, total reimbursement received does not exceed the actual expenses incurred.

#### **RECURRENT DISABILITIES**

Once you have been disabled and have received Weekly Indemnity benefits under this plan, a later disability will be defined as recurrent when it is separated from the previous one by less than five (5) days of full-time employment at your usual place of employment.

To requalify for full benefits, (if the maximum benefit period of 52 weeks has been exhausted) you must return to work for at least 30 days.

In all instances, a disability will not be considered to be 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” then it will be treated as a continuation of the previous disability. For instance, any maximums which apply may already be partly used up. **Also**, you will not have to resatisfy any qualifying periods which may apply -benefits will begin again immediately.

Any child under 25 years of age who is not working and is wholly dependent on you for support will be considered eligible for Dental Benefits.

Dental Plan amended to include: unmarried dependent children, mentally or physically incapacitated, shall continue to be covered.

Spouse means a person who is either:

- (a) Legally married to you, or
- (b) Although not legally married to you, cohabits with you in a husband and wife relationship that is recognized as such in the community in which you reside.

**Appendix E**  
**E. B. Eddy Forest Products Ltd.**  
**12-Hour Compressed Work Week Schedule**

In order to implement a compressed work schedule (twelve (12) hour continuous shift rotation) in the mill, the following understanding is agreed to by the parties:

1. Either party may cancel this agreement ~~with~~ 30 days written notice to the other party.
2. It is understood that the 12-hour schedule only applies to seven day continuous operation.
3. It is understood by both parties that problems may arise which are not covered in this agreement. Should this occur, both parties **will** meet and discuss the problem so that a satisfactory solution can be reached.
4. **Operating crews ~~will~~ be scheduled according to the shift schedule attached hereto and forming a part of the agreement.**
5. (a) Premiums shall not be paid to any employee for the sole reason for the transferring from one standard work week to another standard work week. In the case of reversion to the previous shift schedule, this same rule shall apply.  
  
(b) Day workers scheduled to work on the 12-hour schedule, or reverting back to day work from the 12-hour schedule, will not include any hours worked in the 12-hour compressed schedule, in the makeup of the 40-hour work week. (No pyramiding of hours in 12-hour schedule as premium over 40).  
  
(c) Scheduled day workers required to work one shift in relief on the 12-hour schedule will be allowed to accumulate 8 hours of the 12-hour shift towards the makeup of their 40 hour work week.

## **6. Relief for Unscheduled Absences:**

When replacing for absences on shift the following procedure will be used.

(a) Promote on shift.

(b) The Company will post a volunteer list with the weekly schedule every Tuesday. Both volunteer and relief crew will sign the list with the relief crew having preference. The volunteer employee does not assume the responsibility of the relief position.

(c) Employees who are scheduled on the job in which the absence occurs will be asked to work their day off.

(d) The Company may ask any other trained employee in the respective jurisdictions.

(e) After the above procedures have been followed, the scheduled employee on the relief crew will be required to be available for duty at the beginning of the shift change and remain available for two (2) hours. Employees may arrange for other qualified employees to be responsible for their calls on the approval of their immediate shift supervisor.

**(f) Utility person - Promotion on shift for three (3) days for unscheduled absences only.**

## **7. Personal Arrangements for Shift Coverage:**

Should an employee make a personal arrangement for his last shift before his days off, he will be responsible for filling the "call list" requirements by either:

(a) Being on call.

(b) Arranging a replacement

(in conjunction with agreement 6 (1) above)

## **8. Hours of Work - Shift Workers - 12-Hour Shifts:**

(a) The standard work day will be 12-hour with weekly hours varying according to the shift schedule.

(b) Hours of work shall be 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m.

(c) It is understood that reliefs will be allowed to come in up to 1.5 hours prior to the starting of his regular shift.

(d) The work week shall begin and end at 8:00 a.m. each Sunday.

(e) Shift workers shall be paid at the rate of time and one-half for all hours worked beyond their regular daily shift with the following exceptions:

i) When such overtime work is by special arrangements between a shift worker and his mate to exchange shifts with the approval of the Department Supervisor and when this can be accomplished without extra cost to the Company.

ii) When required to replace an employee for tardiness, up to two (2) hours.

iii) A shift worker called in on his scheduled day or days off will be paid time and one-half for time worked plus one hour for coming to and from the mill with a minimum of four (4) hours (minimum six (6) hours on Sunday or statutory holiday) at his regular rate.

iv) A shift worker who works on a statutory holiday shall be paid double time his regular rate for all hours worked in excess of eight (8) hours on the statutory holiday.

v) Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

vi) When a shift worker receives time off as a punishment there must be provisions made for a relief so that his fellow workers will not have to work extra hours.

vii) Employees scheduled and required to work three 48-hour work weeks in the 28 day averaging cycle will be paid premium pay for the 4th day of the 3rd and the 4th 48-hour week in the cycle. It is understood that premium pay will not be paid for



changes by mutual agreement by employees that affect the 28 day normal work cycle. **Also**, it is understood that call outs and employees working on regular days off are not considered part of the 28 day normal work cycle.

**viii)** The work schedule must be posted in the department not later than **3:00 p.m.** of the Tuesday prior to the applicable work week. If there is any change in the work schedule after **3:00 p.m.** on Thursday, the Company will notify the employees involved.

**(f)** Employees on 12-hour schedules will not be required to work more than four hours beyond their normal shift (16 hours maximum).

**9. Shift Differential:**

**(a)** 35 cents per hour will be paid for all hours worked between 4 p.m. and 12 midnight. Effective May 1, 1989 40 cents per hour will be paid for all hours worked between 4 P.M and 12 midnight.

**(b)** 50 cents per hour will be paid for all hours worked between 12 midnight and 8 a.m. Effective May 1, 1988 , 55 cents will be paid for all hours worked between 12 midnight and 8 A.M. Effective May 1, 1991 60 cents will be paid for all hours worked between 12 midnight and 8 A.M.

**10. Vacation:**

Vacations will be on a calendar week basis only and vacation week will commence with a Sunday and end on a Saturday. Employees on the twelve-hour shift will be governed by the provisions as outlined in our current labour agreement with respect to vacations and vacation pay.

**11. Floating Holidays:**

Employees on the 12-hour schedule will have the option of 8 or 12 hours' pay for each floater. (Maximum - 48 hours pay)

## 12. Bereavement Leave:

Bereavement leave will be granted to employees on the 12-hour schedule as follows:

(a) When a death occurs to an employee's spouse, child, adopted child or step-child, the employee will be granted leave of absence and will be paid twelve (12) hours at his regular rate for scheduled working days lost in the eight (8) day period beginning with the date of death for which a maximum of forty (40) hours to be paid at straight time.

(b) When a death occurs to an employee's immediate family; immediate family is defined as: mother, father, brothers, sisters, mother-in-law, father-in-law, step-father, step-mother, step-sisters, step-brothers, grandfather, grandmother and grandchild, the employee will be granted leave for twelve (12) hours at his regular rate for scheduled working days lost in the eight (8) day period beginning with the day of death for which a maximum of twenty-four (24) hours will be paid at straight time.

(c) An employee absent on scheduled vacation or floating holidays will be provided the usual number of days applicable to bereavement leave in addition to his vacation or floating holiday payment.

i) Max. of 40 hours paid.

ii) Max. of 24 hours paid.

(d) Pay for bereavement leave will be at straight time even though one or more days of bereavement leave occurs on a Sunday or statutory holiday.

(e) An employee must have thirty (30) or more days of service with the Company and must make application for this payment.

(f) If the employee does not attend the funeral, he shall receive one (1) day's compassionate leave with pay. (12 hours paid)

## 13. Jury Duty:

An employee who is prevented from working his scheduled shift due to being on jury duty or reporting for jury roll-call, crown witness or subpoenaed witness, shall be paid the difference between the pay received for such jury duty and twelve (12) times

the straight time hourly rate he would otherwise have received. Such employee must have at least ninety (90) days continuous service.

An employee scheduled to work 8 p.m. to 8 a.m. shift or tour immediately prior to jury roll-call or duty on that date will be excused upon request, and jury roll-call or duty allowance will be paid.

**14. Weekly Indemnity:**

Weekly Indemnity will be paid as outlined in our current Labour Agreement.

**15. Meal Clause:**

Employees working two (2) or more hours beyond their regular 12-hour shift shall be entitled to a meal as outlined in our current Labour Agreement. Employees called into work **will** receive a meal as outlined in our current Labour Agreement.

**16. Discipline Clause:**

Under Penalties for Absenteeism 12.02 of the Collective Agreement.

Second Offense- Instruction and 3 day lay off. Two (2) 12-hour shifts shall be equivalent to three (3) eight (8) hour shifts.

**17. Statutory Holidays:**

As per the terms of the Collective Agreement - (8 hrs. pay for each statutory holiday):

For employees on the 12-hour schedule, it is understood that employees requesting to take another day off for working a statutory holiday will take one (1) 12-hour shift at a time mutually convenient to such employees and Management.

Dated: August 24, 1987

**Proposed Schedule**

**12 Hour Shift Compressed Work Week**

	<b>S M T W T F S</b>	<b>S M T W T F S</b>	<b>S M T W T F S</b>	<b>S M T W T F S</b>
<b>8 AM - 8 PM</b>	B D D A A C C	C B B D D A A	A C C B B D D	D A A C C B B
<b>8 PM - 8 AM</b>	A C C B B D D	D A A C C B B	B D D A A C C	C B B D D A A
<b>RELIEF CREW</b>	C B B D D A A	A C C B B D D	D A A C C B B	B D D A A C C
<b>OFF</b>	D A A C C B B	B D D A A C C	C B B D D A A	A C C B B D D
<b>CREWS: A B C D</b>				
<b>4 WEEK CYCLE</b>	2 weeks 48 hours	2 weeks 36 hours	Average 42 hours/week, 45 hours paid.	

- RELIEF CREW**      The crew coming off 8 AM - 8 PM Shift including spare crew assigned for the week
- RULES:**
1. PROMOTE ON SHIFT.
  2. THE COMPANY WILL POST A VOLUNTEER LIST WITH THE WEEKLY SCHEDULE EVERY TUESDAY. BOTH VOLUNTEER AND RELIEF CREW WILL SIGN THE LIST, WITH THE RELIEF CREW HAVING PREFERENCE. THE VOLUNTEER EMPLOYEE DOES NOT ASSUME THE RESPONSIBILITY OF THE RELIEF POSITION.
  3. EMPLOYEES WHO ARE SCHEDULED ON THE JOB IN WHICH THE ABSENCE OCCURS WILL BE ASKED TO WORK THEIR DAY OFF.
  4. THE COMPANY MAY ASK ANY OTHER TRAINED EMPLOYEE IN THE RESPECTIVE JURISDICTIONS.
  5. AFTER THE ABOVE PROCEDURES HAVE BEEN FOLLOWED.

THE SCHEDULED EMPLOYEE ON THE RELIEF CREW **WILL** BE REQUIRED TO BE AVAILABLE FOR DUTY AT THE BEGINNING OF THE SHIFT CHANGE AND REMAIN AVAILABLE FOR TWO (2) HOURS. EMPLOYEES MAY ARRANGE FOR OTHER QUALIFIED EMPLOYEES TO BE RESPONSIBLE FOR THEIR CALLS ON THE APPROVAL OF THEIR IMMEDIATE SHIFT SUPERVISOR.



## Appendix

### 1. ELIGIBILITY

#### 1.1 Hired on or after May 1, 1982

Each employee hired on or after May 1, 1982 shall become a Contributory Member as a condition of employment on the later of the dates on which he:

- a) Completes 12 months of Continuous Service; and
- b) Becomes an Employee.

#### 1.2 Hired Before May 1, 1982

Each employee hired before May 1, 1982 and who was still a member of the Non-contributory Pension Plan had an option to elect to become a Contributory Member as of January 1, 1988, or remain a Non-contributory Member. The elections of all Members desiring to become Contributory Members had to have been completed no later than December 31, 1987. Any election made pursuant to Subsection 1.2 to become a Contributory Member or to remain a Non-contributory Member is irrevocable.

#### 1.3 Enrolment

To become a Member of the Plan, an eligible Employee must complete and file with the Company the prescribed enrolment form authorizing the Company to make payroll deductions in respect of the contributions, if any, required of him under the Plan.

#### 1.4 Breaks in Continuous Service

If an Employee terminates his service with the Company and is later re-employed, for the purpose of the Plan he shall be regarded as a new Employee who has not had previous Continuous Service with the Company. However, any existing rights he may have to a deferred vested pension by virtue of his previous period of Continuous Service will not be affected by his subsequent re-employment.

**2. RETIREMENT DATE**

**2.1 Normal Retirement Date - Commencement of Pension**

Subject to Subsections 2.2 and 2.3, an Active member employed by the Company shall cease employment on the day before his Normal Retirement Date and shall be entitled to receive a pension commencing on his Normal Retirement Date, calculated in accordance with Subsection 4.1, 4.2 or 4.3 as applicable.

The Members' Normal Retirement Date is the 1st of the month following attainment of age 65.

**2.2 Early Retirement Date**

An Active Member employed by the Company, who has attained age 55 and completed 2 years of Service, may retire from the Company prior to his Normal Retirement Date and commence receipt of an early retirement pension, calculated in accordance with Subsection 4.4, on his early retirement date being the first of the month following his last day of employment with the Company.

**2.3 Disability Retirement Date**

An Active Member, employed by the Company, who has suffered a total permanent disability, who has completed ten years of Plan membership, and who is not receiving, and is unlikely to receive, benefits under the Company's Long Term Disability Plan may commence receipt of a pension calculated in accordance with Section 5.0, on his disability retirement date being the first day of any month prior to his Normal Retirement Date.

**2.4 Deferred Retirement Date**

A Member may not defer his retirement beyond his Normal Retirement Date.

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**3. CONTRIBUTIONS**

3.1 Effective January 1, 1994 each Contributory Member will be required to contribute by payroll deduction 3.5% of his Earnings up to the Year's Maximum Pensionable Earnings as determined by the

Canada or Québec Pension Plan and 5.0% of his Earnings in excess of this level.

Each Non-contributory Member is not required ~~nor permitted~~ to contribute to the Plan.

### 3.2 Contributions by the Company

The Company shall, on a monthly basis, make contributions for deposit in the Trust Fund in such total amount as, based on the advice of the Actuary, is required to provide the normal cost of benefits accruing to Members in the current year in accordance with the provisions of the Plan after taking into account the assets of the Trust Fund, required contributions of the Members and all other relevant factors and to provide for proper amortization of any unfunded liability or experience deficiency with respect to benefits previously accrued pursuant to the requirements of the Pension Benefits Act.

### 3.3 Members in Receipt of Long Term Disability Benefits

An Active Member in receipt of benefits from the Long Term Disability Plan sponsored by the Company who was a Contributory Member immediately prior to becoming disabled need not contribute to the Plan pursuant to Subsection 3.1, but shall be deemed to have made the contributions required of him based on his deemed Earnings for the purpose of accruing Contributory Service

## 4. AMOUNT OF PENSION

### 4.1 Pension at Normal Retirement Date - Non-Contributory Members

Each Active Member who is a Non-contributory Member, who retires from active employment with the Company pursuant to Subsection 2.1 and who commences receipt of his pension on his Normal Retirement Date shall receive a monthly pension equal to the sum of:

#### a) For Years of Credited Past Service:

1% of the Member's Average Monthly Earnings in respect of Credited Past Service multiplied by his years of credited Past Service multiplied by 2.2375; plus

**b) For Credited Future Service from January 1, 1951 to December 31, 1965:**

1% of the Member's Average Monthly Earnings in respect of Credited Future Service multiplied by his years of Credited Future Service from January 1, 1951 to December 31, 1965, multiplied by 2.2375; plus

**c) For Credited Future Service from January 1, 1966 to December 31, 1972:**

The sum of 1% of the Member's Average Monthly Earnings in respect of Credited Future Service not in excess of his Average Pensionable Earnings plus 1% of his Average Monthly Earnings in excess of his Average Pensionable Earnings, multiplied by his Credited Future Service from January 1, 1966 to December 31, 1972, multiplied by 2.2375; plus

**d) For Credited Future Service from January 1, 1973 to December 31, 1974:**

1% of the Member's Average Monthly Earnings in respect of Credited Future Service, multiplied by his years of Credited Future Service from January 1, 1973 to December 31, 1974, multiplied by **2.2315; plus**

**e) For Credited Future Service from January 1, 1975:**

1% of the Member's Average Best Earnings multiplied by his years of Credited Future Service from January 1, 1975; minus

**f)** Any monthly benefit paid from the former Plan, if any, and from any other Company sponsored Plan for the same period of service.

**4.2 Pension at Normal Retirement Date - Contributory Members**

Each Active Member who is a Contributory Member, who retires from active employment with the Company pursuant to Subsection 2.1 on or after May 2, 1993 and who commences receipt of his pension on his Normal Retirement Date shall receive a monthly pension equal to the sum of:



**a) For Credited Past and Credited Future Service to December 31, 1972:**

1% of the Member's 1987 Earnings (1987 Earnings are defined as 2080 hours x status rate for 1987) multiplied by the sum of his years of Credited Past Service and Credited Future Service to December 31, 1972; plus

**b) For Credited Future Service From January 1, 1973:**

The Member's years of Credited Future Service multiplied by the amount by which 1.65% of the Member's Final Average Earnings exceeds one thirty-fifth of his C.P.P. (such offset for the C.P.P. is limited to a maximum of 14 years); minus

**c)** The monthly benefit paid the former Plan, if any, and from any other Company sponsored Plan for the same period of service.

**4.3 Pension at Normal Retirement Date - Non-Contributory Members who Joined the Contributory Plan on January 1, 1988**

Each Active Member who became a Contributory Member on January 1, 1988, who retires from active employment with the Company pursuant to Subsection 2.1 on or after May 2, 1993 and who commences receipt of his pension on his Normal Retirement Date shall receive a monthly pension equal to the sum of:

**a) For Years of Credited Past Service:**

1% of the Member's Average Monthly Earnings in respect of Credited Past Service multiplied by his years of Credited Past Service multiplied by 3.08775; plus

**b) For Credited Future Service From January 1, 1951 to December 31, 1965:**

1% of the Member's Average Monthly Earnings in respect of Credited Future Service multiplied by his years of Credited Future Service from January 1, 1951 to December 31, 1965, multiplied by 3.08775; plus

**c) For Credited Future Service from January 1, 1966 to December 31, 1972:**

The sum of 1% of the Member's Average Monthly Earnings in respect of Credited Future Service not in excess of his Average Pensionable Earnings plus 1% of his Average Monthly Earnings in excess of his Average Pensionable Earnings, multiplied by his Credited Future Service from January 1, 1966 to December 31, 1972, multiplied by 3.08775; plus

**d) For Credited Future Service from January 1, 1973 to December 31, 1974:**

1% of the Member's Average Monthly Earnings in respect of Credited Future Service, multiplied by his years of Credited Future Service from January 1, 1973 to December 31, 1974, multiplied by 3.08775; plus

**e) For Credited Future Service from January 1, 1975:**

The Member's years of Credited Future Service multiplied by the amount by which 1.65% of the Member's Final Average Earnings exceed one thirty-fifth of the C.P.P. (such offset for the C.P.P. is limited to a maximum of 14 years); minus

Any monthly benefit paid from the Former Plan, if any, and any other Company sponsored Plan for the same period of service.

**4.4 Pension at Early Retirement Date**

An Active Member who retires from active employment with the Company on or after May 2, 1993, pursuant to Subsection 2.2 prior to this Normal Retirement Date but after attaining 55 years of age and completing 10 years of service shall receive a pension commencing on his early retirement date equal to:

a) If at the date he ceases employment with the Company, the Member has attained age 58 and completed 20 years of Continuous Service he will receive:

1) a pension computed pursuant to Subsection 4.1 if a Non-

Contributory Member or pursuant to Subsection 4.2 or 4.3 if a Contributory Member payable without reduction; plus

- 2) a monthly bridge benefit equal to the benefit applicable in i), or ii) below, multiplied by the Member's number of completed years and completed months, expressed as a fraction of a year, of Continuous Service to a maximum of 30 such years.
  - i) if the Member retires prior to his 60th birthday, a monthly benefit of \$28.00 (\$30.00 for those Members retiring on or after May 2, 1996) reducing to \$15.00 on the first of the month immediately following his 60th birthday.
  - ii) if the Member retires after his 60th birthday, a monthly benefit of \$15.00.

Such bridge benefit shall be paid monthly to and including the first of the month in which the member attains age 65 or dies, whichever is earlier.

Both the early retirement pension and the monthly bridge benefit are subject to any minimum reductions required by the Income Tax Act.

- b) If at the date he ceases employment with the Company the Member has attained age 55 but not attained age 58 and completed 20 years of Continuous Service he will receive:
  - 1) an annual pension computed pursuant to Subsection 4.1 if a Non-contributory member, or pursuant to Subsection 4.2 or 4.3 if a Contributory Member and reduced by 1% for each month by which his Early Retirement Date precedes the attainment of age 58, plus
  - 2) a monthly bridge benefit equal to the benefit applicable in i), or ii) below, multiplied by the Member's number of completed years and completed months, expressed as a fraction of a year, of Continuous Service to a maximum of 30 such years.
    - i) if the Member retires prior to his 60th birthday, a monthly benefit of \$28.00 (\$30.00 for those Members retiring on or

after May 2, 1996) reducing to \$15.00 on the first of the month immediately following his 60th birthday.

- ii) if the Member retires after his 60th birthday, a monthly benefit of \$15.00.

The monthly bridge benefit shall be reduced by 1% per month that such early retirement precedes the attainment of age 58.

Such bridge benefit shall be paid monthly to and including the first of the month in which the member attains age 65 or dies, whichever is earlier.

Both the early retirement pension and the monthly bridge benefit are subject to any minimum reductions required by the Income Tax Act.

- c) If at the date he ceases employment with the Company and the Member has attained age 55 and completed 10 years of Continuous Service but less than 20 years of Continuous Service, his monthly pension will be reduced by 1% for each month by which his Early Retirement Date precedes his Normal Retirement Date.
- d) If at the date he ceases employment with the Company, the Member has attained age 55 and has 2 years of plan membership but less than 10 years of Continuous Service, he may receive his accrued pension for service on or after January 1, 1987 or for service prior to January 1, 1987 that is granted on or after January 1, 1987 on an actuarial reduced basis.

Effective January 1, 1992 the pension legislation was changed and the Income Tax Act requires for years of pensionable service accrued from January 1, 1992, that the pension payable at early retirement ages will be reduced by 1/4 of 1% for each month that the pension commences prior to the earliest of:

- a) attainment of age 60,
- b) completion of 30 years of Continuous Service,
- c) the date at which the sum of the age and continuous service would have equalled 80.

#### **4.5 Post Retirement Adjustments**

The basic pensions in pay (excluding bridge benefits) of those employees who retired after May 2, 1982 pursuant to Subsection 4.2 or May 2, 1987 pursuant to Subsection 4.1 and 4.3 will be adjusted annually between May 2, 1996 and May 1, 1998, on the anniversary of retirement in each year equal to 50% of the increase in the Consumer Price Index (C.P.I.) to a maximum adjustment of 5%.

No adjustments will be made during the period from May 2, 1993 to May 1, 1996.

**Consumer Price Index** means the Canada all-items Consumer Price Index (1981=100) as published by Statistics Canada.

Post Retirement Adjustment means in respect of any calendar year, 50% of the percentage increase in the Consumer Price Index during the 12-month period ending October of the preceding year subject to a maximum adjustment of 5%. The Post Retirement Adjustment shall be rounded to the nearest one-tenth of one percent. The increase in the amount of basic pension in each year shall be equal to the Post Retirement Adjustment multiplied by the annual amount of basic pension being paid as of the immediately preceding year.

If, by reason of Applicable Legislation, the Company is required to provide increased pension benefits to Retirees, the Company shall only be required to increase the amount of pension payable to a Retiree to an amount such that, after taking into account the increased pension benefits required to be paid by the Applicable Legislation, the Retiree shall receive benefits and the increase otherwise provided for in this section.

### **5. DISABILITIES**

#### **5.1 Disability Pension**

An Active Member who retires prior to his Normal Retirement Date pursuant to Subsection 2.3, shall receive an annual pension payable in equal monthly installments commencing on his disability retirement date equal to the pension determined in accordance with Subsection 4.1 if a Non-contributory Member and with Subsection 4.2 or 4.3 if a Contributory Member, without reduction. Such pension will cease with

the payment due in the month in which the disabled Member dies or recovers, if recovery is before his Normal Retirement Date.

### **5.2 Continuation of Disability Retirement Pension**

A Retired Member in receipt of a disability retirement pension may be required to submit to a medical examination at any reasonable time after the commencement of his disability retirement pension prior to his Normal Retirement Date, but not more frequently than semi-annually. If at any time prior to his Normal Retirement Date the Retirement Committee determines to its satisfaction, based on the opinion of a qualified physician selected by the Retirement Committee and satisfactory to the Member, that the Member is no longer suffering a Total Permanent Disability, the pension will be discontinued.

In the event a Retired Member in receipt of disability pension refused to submit to medical examination prior to his Normal Retirement Date, his disability pension will be discontinued until he submits to such examination.

The fees and expenses of the physician performing any medical examination requested by the Company shall be paid by the Company.

### **5.3 Recovery from Total Permanent Disability**

If a Retired Member in receipt of a disability pension recovers from his Total Permanent Disability prior to his Normal Retirement Date and he is re-employed by the Company, the pension to which he may become entitled as of the date of his subsequent retirement or termination of employment shall be determined based on his Credited Past and Future Service prior to the date of his disability retirement and his Credited Future Service following his subsequent return to active employment with the Company. While in active employment by the Company after his recovery, no pension shall be payable to him.

If a Retired Member in receipt of a disability pension recovers from his total permanent disability prior to his Normal Retirement Date, and does not return to active employment with the Company upon such recovery, he shall then be entitled to benefits determined in

accordance with Section 7, or, in the case of a Member who has then attained age 55 he may elect to receive a pension determined in accordance with Section 4.4, as eligible, all such benefits being calculated on his credited Past Service and his Credited Future Service at his disability retirement date. The Member's Average Best Earnings and Final Average Earnings shall be calculated excluding any period of total permanent disability.

#### **5.4 Deductions**

Each monthly disability pension payment payable to a disabled Member pursuant to Subsection 5.1 prior to his Normal Retirement Date shall be reduced by any payments to or on behalf of such employee on account of his total permanent disability pursuant to:

- a) Worker's Compensation, but such reduction to cease with the pension payment to be made to the disabled Member on the first day of the month next following attainment of age sixty-five; or
- b) a plan providing a disability pension (other than military service disability pension) enacted under any laws of the federal government of Canada and any provincial government thereof; or
- c) a plan providing temporary non-occupational sickness or accident benefits to which Company has contributed or made payments.

However, payments on account of dismemberment or loss of sight, and payments from the total and permanent disability provisions of group life insurance policies sponsored by the Company shall not be deducted.

Any payments to or on behalf of a disabled Member deductible pursuant to Part (a) of Subsection 5.4 that are payable in a single lump sum, shall be charged on a monthly basis against the pension otherwise payable under the Plan commencing with the date of pension payment to be made under the Plan coincident with or next following the date of such lump sum payment and thereafter no disability pension payments shall be due under the Plan until the lump sum as so charged is exhausted.

## **6. COMMENCEMENT AND DURATION OF PENSION**

### **6.1 Commencement and Final Payment**

The payment of pension benefits to a Retired Member shall commence on his retirement date and shall be payable on the first day of each month thereafter during the remaining lifetime of such Member ceasing with the payment for the month in which his death occurs, subject to the terms of any election under Section 10.

### **6.2 Proof of Age**

No payment of pension benefits shall commence until the Member has filed a copy of his birth certificate or other satisfactory proof of age with the Company. A Member electing a joint and survivor option pursuant to paragraph 10.2(a) as part of the election shall be required to file proof of age of the contingent annuitant acceptable to the Retirement Committee.

## **7. TERMINATION OF EMPLOYMENT**

### **7.1 Cash Settlement**

If the employment with the Company of an Active Member is terminated other than as a result of his death or retirement, his active participation in the Plan will cease and, subject to Subsections 7.2 and 7.3, he shall be entitled to receive a lump sum cash refund of his contributions to the Plan, if any, with Credited Interest.

### **7.2 Vested Entitlement**

An Active Member who has completed ten years of Continuous Service at the date of termination of his employment with the Company may elect to leave his required contributions in the Plan, if applicable, and receive a deferred pension commencing on his Normal Retirement Date equal to the pension accrued under the Plan pursuant to Subsection 4.1 if a Non-contributory Member, or pursuant Subsection 4.2 or 4.3, if a Contributory Member, to the date of his termination of employment. A Contributory Member who has completed ten years of Continuous Service and who is eligible and elects a refund of his contributions shall be entitled to receive in addition to the refund, a deferred pension commencing on his Normal Retirement Date equal to



the pension accrued pursuant to Subsection 4.2 at his date of termination by his years of Credited Service prior to May 1, 1982 or prior to January 1, 1988 pursuant to Subsection 4.3.

Notwithstanding the above, a Member will be entitled to full vesting of the benefits earned for service after May 2, 1987 following the completion of two years of plan membership.

### 7.3 Statutory Vesting

#### a) For Credited Service prior to January 1, 1987:

Notwithstanding Subsections 7.1 and 7.2, in the event a Member terminates his employment with the Company, after he has attained age 45 and completed 10 years of Continuous Service or Plan membership, he shall not be entitled to a cash refund of his required contributions in respect of service in the Province of Ontario on and after January 1, 1966, or in provinces or territories designated pursuant to the Pension Benefits Act, on and after the respective "Qualification Date" of each such province or territory as defined in the Pension Benefits Act, but in lieu thereof such Member shall receive a deferred pension commencing at his Normal Retirement Date equal to the amount of pension accrued in respect of his Credited Service thereafter, computed in accordance with Subsection 4.1 if a Non-contributory Member or with subsection 4.2 or 4.3 if a Contributory Member.

#### b) For Credited Service on or after January 1, 1987:

Notwithstanding Subsections 7.1 and 7.2, in the event a Member terminates his employment with the Company, after he has completed 2 years of Plan membership, he shall not be entitled to a cash refund of his required contributions in respect of service in the Province of Ontario on and after January 1, 1987, but in lieu thereof such Member shall receive a deferred pension commencing at his Normal Retirement Date equal to the amount of pension accrued in respect of his Credited Service thereafter, computed in accordance with Subsection 4.1 if a Non-contributory Member or with subsection 4.2 or 4.3 if a Contributory Member.

## **8. DESIGNATION OF BENEFICIARY AND SETTLEMENT OF DEATH BENEFITS**

### **8.1 Procedure**

A Member may, by written notice delivered to the Company during the Member's lifetime, designate a person to receive the benefits payable under the Plan on his death and may also by written notice delivered to the Company during such Member's lifetime alter or revoke such designation from time to time, subject always to the provision of any annuity, insurance and other contract, or law governing the designation of beneficiaries from time to time in force which may apply to such Member. No designation or change shall take effect until such written notice is received by the Company.

### **8.2 Settlement Options**

If the designated beneficiary is the spouse of the member, the Member may elect or, after the Member's death, the beneficiary may elect, that settlement of the death benefit pursuant to Subsections 9.1 and 9.2 shall be made either:

- a) in the form of an immediate or deferred life annuity commencing before the spouse attains age sixty-five, with or without a guaranteed period providing that such guaranteed period shall not exceed the lesser of fifteen years and the period from the date of the Member's death to the day before the spouse's eighty-sixth birthday;
- b) or in a lump sum.

### **8.3 Lack of Beneficiary**

In the event that a Member does not have a spouse as defined by the applicable legislation and does not validly and effectively designate a beneficiary, or if having done so the person or persons designated by the member as his spouse or beneficiary shall not be living on the date of the Member's death, or if he shall have revoked the last designation made, any sums that may be payable under the Plan on *or* after his death shall be payable in an Actuarial Equivalent lump sum to the Member's estate.

#### **8.4 Death of Beneficiary**

If a beneficiary entitled to pension payments under the Plan as a result of a Member's prior death dies before the end of any applicable guaranteed period for the continuance of the pension payments, the balance of the payments due shall be paid to the estate of the designated beneficiary in an Actuarial Equivalent lump sum.

### **9. DEATH BENEFITS**

#### **9.1 Death Prior to Retirement**

If an Active Member who is a Contributory Member should die while in the active service of the Company, prior to retirement, his spouse, or if none, his designated beneficiary shall receive a lump sum cash settlement.

The lump sum settlement shall equal;

- 1) for service prior to January 1, 1987 - the sum of the deceased Member's contribution, if any, with Credited Interest;
- 2) for service on or after January 1, 1987 - the sum of the deceased Member's contribution **plus** excess contributions, if any, with Credited Interest, for Members with less than 2 years of plan membership;
- 3) for service on or after January 1, 1987 - the commuted value of his pension accrued on or after January 1, 1987 plus excess contributions, if any, for those Members with 2 or more years of Plan membership.

Where the beneficiary is the spouse of a Member, such settlement can be made in a form as described by Subsection 8.2.

#### **9.2 Death Prior to Retirement but After Termination of Employment**

If an Inactive Member who was a Contributory Member should die prior to commencement of his pension but after he has terminated employment, provided he elected or was required to leave all or part of his contributions in the Plan, his spouse, or if none, his beneficiary shall

receive a lump sum cash settlement equal to the sum of the deceased Member's contributions to the Plan not previously refunded to the Member with Credited Interest. Where the beneficiary is the spouse of the Member, such settlement can be made in a form described by Subsection 8.2.

### **9.3 Death After Retirement**

Should a Retired Member who elected an optional form of pension die after his pension has commenced, the balance of the pension payments that remain unpaid under the optional form of pension will be continued to his designated beneficiary, contingent annuitant or estate, as applicable. If an estate should become entitled to benefits pursuant to Subsection 8.3, payment shall be made in an Actuarial Equivalent lump sum.

## **10. NORMAL AND OPTIONAL FORM OF PENSION**

### **10.1 Normal Form**

For those Members who cease employment prior to December 1, 1987, the normal form of pension under the Plan is one which is payable for the remaining lifetime of the Retired Member and which ceases with the payment due immediately prior to the Retired Member's death.

For those Members who cease employment after December 1, 1987, and the member has a spouse at the time of retirement, the normal form of pension will be a joint and survivorship pension guaranteeing that, following the member's death, 60% of the Member's basic pension will be paid to the spouse for her remaining lifetime. The amount of pension will be the Actuarial Equivalent of the amount of pension paid in the form payable for the lifetime only of the retiree. The provision may be varied if both the Member and the spouse agree to another form of pension in writing.

### **10.2 Optional Forms**

In lieu of the normal form of pension, a Member may elect to receive one of the following optional forms of pension by delivering written notice of such election to the Company at least one month prior to this date of retirement, in which case the amount of his pension shall be the Actuarial Equivalent of the amount of the normal form of pension.

**a) Joint and Survivor Pension**

The pension shall be paid for the Retired Member's life and will continue after the Retired member's death to his named joint annuitant in an amount elected by the member, but not in excess of 100% of the amount received by the Retired Member, for the joint annuitant's remaining lifetime. The amount of pension received by the Retired Member will depend on the age of the member at retirement, the specified percentage of pension chosen to be continued to the joint annuitant after the death of the Retired member, and the age of the joint annuitant as well as any other factors which enter into the calculation of an Actuarial Equivalent amount of pension.

**b) Life, Guaranteed 5 to 10 Years**

The pension shall be paid for the remaining lifetime of the Retired Member and shall be guaranteed for sixty (60) or one hundred and twenty (120) months in any event, as the Member may elect. In the event that the Retired Member dies before all guaranteed payments have been made, the balance of the payments will continue to the deceased Retired Member's beneficiary until the total number of guaranteed payments have been made.

**10.3 Disability Retirement**

A Member who qualifies for disability pension pursuant to Subsection 2.3 shall not be entitled to elect an optional form of pension unless, in the opinion of the Retirement Committee and the Actuary, there would be no adverse selection against the Plan.

**10.4 Revocation or Change of Options**

An election to receive an optional form of pension may be revoked or changed if:

- a) written notice of such revocation or change is received by the Company from the Member at least thirty days prior to his actual retirement date; or
- b) the joint annuitant nominated by the Member pursuant to paragraph 10.2(a) dies prior to the Member's retirement date,

## 11. DEFINITIONS

### “Average Best Earnings”

Means one-twelfth of the average of the Member's Annualized Earnings during the 5 consecutive 12-month periods in which his Annualized Earnings were greatest in his last 180 months of Continuous Service.

### “Average Monthly Earnings”

Means:

For Credited Past Service

His monthly rate of Earnings as at December 31, 1950, if paid monthly, and for pay periods more frequent than monthly, the appropriate rate of this Earnings as at December 31, 1950 multiplied by the following factors:

- (i) hourly rate  $\times 173$
- (ii) weekly rate  $\times 4\text{-}1/3$
- (iii) bi-weekly rate  $\times 2\text{-}1/6$
- (iv) semi-monthly rate  $\times 2$

For Credited Future Service

His total Earnings during his period of Credited Future Service divided by the total number of months (including part months) for which he received any Earnings.

### “Average Pensionable Earnings”

Means the sum of the “Year's Maximum Pensionable Earnings”, as defined in the Canada Pension Plan, during the Member's period of Credited Future Service from January 1, 1966 to December 31, 1972 divided by the number of complete months of Credited Future Service in that period. However, if the member joins the Plan between January 1, 1966 and December 31, 1972 part-way through a calendar year, the “Year's Maximum Pensionable Earnings” for that calendar year shall be prorated to reflect the actual number of complete months of Credited Future Service in that calendar year.

**“Continuous Service”**

Means the number of years (completed calendar months *to* be computed as a fraction of a year) of uninterrupted employment with the Company, from the date on which the Employee was last hired by the Company, and shall include periods during which the Employee is in receipt of benefits under the Company’s long term disability plan, periods of layoff not exceeding the recall period provided in the agreement between the Employee’s Union and the Company, and approved leaves of absence from employment as permitted by Revenue Canada’s administrative guidelines. Continuous Service shall not be broken by a Member’s transfer of employment to or from an affiliate of the Company.

**“Contributory Service or Pensionable Service”**

Means the period (in completed years and part-years with each complete calendar month to be computed as a fraction of a year) of Continuous Service after an Employee becomes a Contributory Member and shall include periods during which a disabled Contributory Member is deemed to be making contributions while in receipt of benefits from a long term disability plan sponsored by the Company.

**“Credited Service”**

Means the number of complete years and months (expressed as twelfths of a year) of Continuous Service while an Employee, calculated from the first of the month coincident with or next following his becoming an Employee to the sooner of the last day of the month in which he ceases to be an Employee, or his Normal Retirement Date.

**“Credited Past Service”**

Means a Member’s period of Credited Service with the Company prior to January 1, 1951.

**“Credited Future Service”**

Means a Member’s period of Credited Service on and after January 1, 1951 to his Normal Retirement Date, and shall include the periods of Continuous Service during which the Member is in receipt of benefits from a long term disability plan sponsored by the Company.

**“Earnings”**

In respect of the Continuous Service prior to May 1, 1982 applicable to the Member, means the basic remuneration received from the Company and includes the portion of overtime pay which is not a premium above ordinary wages, but excludes the portion of overtime pay which is a premium of ordinary wages, bonuses, commissions, non-cash compensation and any other form of extra remuneration, as determined by the Company for purposes of the Plan.

**“Earnings”**

In respect of the Continuous Service of a Member on and after May 1, 1982, means his status rate multiplied by the number of hours he has worked or has been on paid vacation, paid holiday or paid sick leave to a maximum of 40 hours per week. For those employees working on a seven-day continuous operating schedule the calculation of earnings for years of service on and after January 1, 1994 will be based on 42 hours per week. If a Member suffers a decrease in his status rate in the period between his attainment of age 50 and his Normal Retirement Date, until he retires, or until his status rate is increased to its previous amount, his Earnings will be calculated using the status rate last established for the Member prior to the decrease.

**“1979 Earnings”**

In respect of an Active Member as at the Revision Date means the Member’s hourly status rate for 1979 multiplied by 2,080 hours and then divided by 12.

**“1984 Earnings”**

In respect of an Active Member as at the Revision Date means the Member’s hourly status rate for 1984 multiplied by 2,080 hours and then divided by 12.

**“1987 Earnings”**

In respect of an Active Member as at the Revision Date means the Member’s hourly status rate for 1987 multiplied by 2,080 hours and then divided by 12.

