

MASTER AGREEMENT  
BETWEEN  
ABITIBI-PRICE INC.  
AND THE  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA

AT

BEAUPRE DIVISION  
FORT WILLIAM DIVISION  
IROQUOIS FALLS DIVISION  
GRAND FALLS DIVISION  
KENOGAMI DIVISION  
STEPHENVILLE DIVISION  
CHANDLER MILL

MAY 1, 1993 - APRIL 30, 1998

(Botwood, Local 161)

032 09 (04)

## I N D E X

<u>Master</u>		<u>Page</u>
Mi	Parties	<u>1</u>
M32	Joint Health and Safety Conference	<u>2</u>
M38	J.C.P.	<u>4</u>
M39	Wage Schedule	<u>12</u>
M42	Local Issues	<u>10</u>
M43	Job Security	<u>11</u>
	<u>Article</u>	<u>Page</u>
<u>Botwood, Local 161</u>		
Absenteeism	37.02	<u>85</u>
Accidents - Reporting	Rule 6	<u>140</u>
Adjustment of Complaints	36	<u>79</u>
Adjustment of Crews	11	<u>25</u>
Annual Vacation	23	<u>52</u>
Apprenticeship Training	35	<u>79</u>
Arbitration	36	<u>79</u>
Benefit Plan	27	<u>63</u>
Bonus Holidays	22	<u>50</u>
Bulletin Boards	Rule 2	<u>137</u>

	<u>Article</u>	<u>Page</u>
Call-Ins	15	<u>28</u>
Check-Off, Union Dues	4.03	<u>16</u>
Contracting Out	6	<u>16</u>
Co-operation	40.01	<u>92</u>
Days Off	19	<u>43</u>
Dental Plan	App. "D"	<u>122</u>
Disciplinary fiction	37.03	<u>88</u>
Double Rate	15.20	<u>34</u>
Doctor's Certificate	Rule 7	<u>141</u>
Electrician's Promotion Plan	34	<u>79</u>
Excess Pay	39.03	<u>90</u>
Extended Health Care Plan	App. "C"	<u>110</u>
Fire - Reporting and Zones	Rule 1	<u>137</u>
Funeral leave	24	<u>58</u>
General	40	<u>92</u>
General Purpose of Agreement	2	<u>13</u>
Grievance Procedure	36	<u>79</u>
Group Life Insurance Plan	27.16	<u>67</u>
Handling of Lines	41	<u>97</u>
Health & Safety	M32	<u>2</u>
Hearing Tests	31.10	<u>77</u>
Height Pay	17	<u>42</u>
Hiring, Seniority, Promotion and Lay-Offs	8'	<u>17</u>
Holidays - Bonus	22	<u>50</u>

	<u>Article</u>	<u>Page</u>
Holidays - Statutory	21	<u>43</u>
Holidays - Annual Vacation	23	<u>52</u>
Holidays - Supplemental	23.09	<u>55</u>
Hours of Work	14	<u>26</u>
Interruption of Work	7	<u>17</u>
Job Security	40.08	<u>95</u>
Jurisdiction	5	<u>16</u>
Jury Duty	25	<u>60</u>
Leave of Absence	26	<u>61</u>
Letters of Intent	App. "j"	<u>154</u>
Local Issues	App. "i"	<u>142</u>
Long Term Disability Plan	App. "g"	<u>102</u>
Maintenance & Project Work on Statutory Holidays	21.09	<u>49</u>
Meals	28	<u>73</u>
Meal Vouchers	28.05	<u>74</u>
Medical Examination	Rule 7	<u>141</u>
Medicare	27.23	<u>70</u>
Metric Tools	30	<u>74</u>
Mill Rules	37, App. "H"	<u>84</u> <u>137</u>
Occupational Health & Safety	31, M32	<u>75</u> <u>2</u>
Operations - Stat. Holidays	21.08	<u>46</u>
Overtime - Day Workers	15	<u>28</u>
Overtime - Pay Calculation	16.17	<u>42</u>
Overtime - Tour Workers	16	<u>35</u>

iv.

	<u>Article</u>	<u>Page</u>
Parking Areas	Rule 4	<u>138</u>
Parties	1	<u>13</u>
Pay Day	39.02	<u>90</u>
Pension Summary	App. "L"	<u>161</u>
Premium Rates	41.04	<u>98</u>
Progression	8.05 (b)	<u>18</u>
Promotions & Transfers	8	<u>17</u>
Protective Clothing	Rule 5 (b)	<u>138</u>
Recognition	3	<u>14</u>
Reduction in Force & Re- Employment	9	<u>22</u>
Reporting and Absenteeism	37.02	<u>85</u>
Rest Pay	20	<u>43</u>
Retirement Plan	27.20	<u>69</u>
Safety	31	<u>75</u>
Safety Shoes	31.06	<u>76</u>
Safety Measures	Rule 5	<u>138</u>
Security Officers	Rule 8	<u>141</u>
Seniority	8:05 (a)	<u>18</u>
Service	8.06	<u>19</u>
Severance Pay	10	<u>23</u>
Shift Differentials	App. "G"	<u>132</u>
Signature Page		<u>100</u>
Smoking	Rule 3	<u>138</u>
Starting & Stopping <b>Time</b>	37.01	<u>84</u>
Start-ups		<u>84</u>
Status of Insurance Benefits	37	<u>84</u>
During Legal Strike	27.27	<u>72</u>
Stoppage of Production	37	<u>84</u>

v.

	<u>Article</u>	<u>Page</u>
Term of Agreement	43	<u>99</u>
Time Limits	36	<u>79</u>
Time Off With Pay	26.02 (a)	<u>62</u>
Time Off -Union Representatives	40.05	<u>94</u>
Trades Flexibility	40.07	<u>94</u>
Trades Promotion Plan	33	<u>79</u>
Twelve Hour Shifts	App. "K"	<u>155</u>
Union Security	4	<u>15</u>
Unjust Discharge	37.03	<u>88</u>
Vacation Pay on Termination	23.22	<u>58</u>
Vacation - Supplemental	23.09	<u>55</u>
Vacation - Annual	23	<u>52</u>
Wage Rates	App. "G"	<u>132</u>
Weekly Indemnity Plan	27.01	<u>63</u>
Wire Clause	18	<u>43</u>
Working Out of Town	39.06	<u>91</u>
Workers' Compensation	31.01	<u>75</u>

6

M1 Parties

M1.01 The master portion of this Agreement is between the following member companies of the Abitibi-Price Group, the Communications Energy and Paperworkers Union of Canada and the following Locals of the Communications Energy and Paperworkers Union of Canada:

Abitibi-Price Inc. (Iroquois Falls Division)  
and Locals 90 and 109  
Abitibi-Price Inc. [Fort William Division]  
and Local 132  
Abitibi-Price Inc. [Grand Falls Division]  
and Locals 63, 88, 161, 39N and 138  
Abitibi-Price Inc. (Stephenville Division)  
and Local 1093  
La Compagnie Gaspesia Ltée. (Chandler)  
and Locals 455, 858-Papermakers and  
858-Office  
Abitibi-Price Inc. (Beaupré Division)  
and Locals 138 & 253  
Abitibi-Price Inc. (Kenogami Division)  
and Local 50

M1.02 In this "Master" section of the Collective Agreement, each employer is referred to as "the Company" and each Local Union is referred to as "the Union".

7

**M32**            Joint Health and Safety  
                  Conference

**M32.01** During the term of the **1993-98** Collective Agreement, a joint Abitibi-Price/Communications, Energy and Paper-workers Union Safety Conference will be held annually. This conference will be held in October or November with the date and location being subject to mutual agreement.

**M32.02** The purpose of the conference will be to develop and support joint participation in the Health and Safety Program in all of the mills involved.

**M32.03(a)** Two delegates from each local union, one of whom is a member of the Mill Joint Health Safety Committee may attend the conference. These delegates shall be compensated for scheduled hours lost as a result of attending the **two** (2) day conference and one (1) day advance preparatory session. In addition, those delegates required to absent themselves from their regular shifts to travel to and from the conference will be compensated for any loss of scheduled hours they would otherwise have worked to a maximum of two (2) addi-



tional days. **The** Company will compensate delegates for transportation **expenses** and will contribute \$75.00 per day for incurred living expenses.

- (b) In the event that there is a mill shutdown during the week in which the safety conference occurs, delegates attending the conference from the mill will be compensated in accordance with the above, using a schedule of work which would have applied had the mill been operating.

M32.04 Conference **planning and** the agenda will be the **responsibility** of a joint committee selected by Abitibi-Price and the Communications, Energy and Paperworkers Union. Appendix "H" of the Union's submission during the 1987 Negotiations will be reviewed by this joint committee and appropriate sections will be added to the agenda for discussion at the 1987 conference.

M32.05 The agenda will be confined to those policy matters 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 Abitibi-Price Divisional Employee Relations Departments and the CEP National Office, not Later than August 1st each year.

M38 J.C.P.

M38,01 It is agreed that all **jobs** under the jurisdiction of the Communications, Energy and Paperworkers Union, except jobs in the mechanical trades and related occupations, and/or **jobs properly covered by the Papermakers' Wage Scale**, clerical **jobs** and supervisory **jobs**, will be classified using the **Pulp** and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

M38,02 Implementation

- (a) 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.
- (b) 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,
- (c) 1) 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 prepara-

tion of a new job description for submission to the Joint Classification Committee for evaluation.

- ii) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
- iii) In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.
- iv) 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 c(i). Where an evaluation or re-evaluation results in a rate lower than that in effect previously, the higher rate will be

maintained as a "red circle" rate. Such red circle rates will be applicable only to those incumbents classified and holding (or employees who have worked within the last 12 months as relief in) the position evaluated or re-evaluated prior to receipt of the Joint Classification Committee's notification of the lower classification. Such "red circle" rates will disappear through attrition, promotion or adjustment to the J.C.P. wage scale. General wage increases, however, will continue to apply to such red circle rates.

(d) The Job Classification Plan will be implemented and upward adjustment will be effective on:

- i) May 1, 1980 for the Fort William, Iroquois Falls, and Chandler Division;
- ii) As soon as practical for Stephenville Division;

- iii) June 1, 1977 for the Grand Falls Division; (in the case of Grand Falls, the new job evaluation scale which forms part of this Appendix, will become effective May 1, 1980).
  - iv) At Botwood the Job Classification Plan will be implemented during the term of the 1980-1982 Collective Agreement.
- (e) Upon initial implementation of the Job Classification **Plan** where the evaluation resulted in a rate lower than that in effect prior to the dates applicable in (d) 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 at each location. Employees hired, transferred, or posted to another department after the dates referred to in (d) 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.

(f) General increases will apply to all occupations.

(g) **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.

(h) Incentive rates presently allowed to the employees of the Steam Plant will continue to apply.

(i) The Mill Committee will meet as required.

(j) The Joint Classification Committee will meet as required.

(k) **As a** condition of continued participation in the **plan** by the Abitibi-Price Inc. Group companies, and in consideration of the Companies'

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.

- (1) **On** the principle that, in implementing the Job Classification Plan, no employee will receive less favourable treatment on any job **than** he did at any time prior to April 30, 1980, the following will apply:
- 1) If movement occurs **down-**wards through line 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**.

- ii) 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.

M42            Local Issues

M42.01(a)    The parties agree that Local Issues, which may arise at divisions during the term of the Collective Agreement should be identified and discussed at the appropriate division prior to commencement of joint bargaining. Accordingly, it is agreed that the Union will submit to local management a complete listing of Local Issues no later than January 30th of the final year of the Agreement. It is understood that only those Local Issues which arise from situations occurring after January 30th may be subsequently raised as Local Issues prior to the commencement of Negotiations.

16



- (b) Management agrees to meet, discuss and attempt to resolve these items no later than March 1st in the final year of the Agreement.
- (c) It is understood that:
  - i) Items that may or may not have monetary impact (such as improvements in working conditions) but which are unique to the location in which they are presented, and which would not apply directly to an operation in another location, are Local Issues.
  - ii) Items which involve any change to Collective Agreement language are not Local Issues.

M43 Job Security

(A) The Company and the Union recognize that technological change, automation, changes in methods of process and reduction of the workforce have an impact on employees.

The Company is therefore prepared to make the following commitment. Immediately following a public announcement by the Company of its intentions to

17

proceed with a major project or layoff (for reasons other than market conditions) affecting the employment *status* of permanent employees, the Company will meet with the Union involved to implement the following:

- (a) Special early retirement provisions.
- (b) Freeze on the hiring of permanent employees.
- (c) Retraining.
- (d) Transfers to other job vacancies.
- (e) Exercise of the bumping provisions of Agreement.
- (f) Attrition (death, retirement, voluntary **resignation**, discharge for cause).

(B) The manning levels for Botwood are es defined in correspondence dated November 22, 1988 and in the agreement entitled "Re-Organization & Manning of Paper Loading Crews" dated December 1, 1988.

is

M39 Wage Schedule

JOB CLASSIFICATION PLAN SCALE

<u>Class</u>	<u>May 1, 1993</u>	<u>May 1, 1994</u>	<u>May 1, 1995</u>
1	18.050	18.230	18.505
2	18.245	18.425	18.705
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	20.685	20.890	21.205
13	20.965	21.175	21.495
14	21.250	21.465	21.785
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	23.490	23.725	24.080
22	23.795	24.035	24.395
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

B) Papermakers' Wage Scale - Not applicable to Local 161.

19

1. PARTIES

1.01 This Agreement is between Abitibi-Price Inc., Grand Falls Division, referred to herein as the Company and the Communications, Energy and Paperworkers Union - CLC, and its Local 161, referred to herein as the Union, covering the Port Operations of the Company located at Botwood.

2. PURPOSE

2.01 (a) The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the employees who are subject to the provisions of the Agreement.

(b) The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Plant under methods that will promote to the fullest extent, safety to the

20

employee, economy of operation and quality and quantity of output, cleanliness of plant and protection of property; and it is recognized by this Agreement to be the duty of the parties to this Agreement and of all employees to co-operate fully, individually and collectively for the advancement of these conditions.

**3. UNION RECOGNITION**

3.01 Abitibi-Price Inc., recognizes the Communications, Energy and Paperworkers Union, as the exclusive bargaining agent for the employees under its jurisdiction at the Company's Grand Falls Division. No Company official, supervisor or foreman shall have any private understanding or agreement with any individual employee or group of employees in conflict herewith.

3.02 This Agreement shall apply to and cover all members of the C.E.P. Local 161 who are employed at Botwood, but it shall not apply to nor cover Management personnel, super-

intendents, assistant superintendents, salaried foremen, engineers, office staff, security guards and janitors (male or female). Contractors' employees shall not be considered part of this Agreement.

3.03 All jobs within the Union's jurisdiction will be performed by, Union members; however, in case of emergency, supervisory personnel may perform any work necessary for the resumption of normal operations, "Emergency" is defined as injury or possible loss of life and/or property.

4. UNION SECURITY

4.01 The Company undertakes to cooperate with the Union in every proper and lawful way to assist in obtaining and retaining Union members.

4.02 It is the responsibility of the Union to notify the Employee Relations Department in writing of any employee who has refused to join the Union or who refuses to pay Union dues.

4.03 The Company agrees that all employees will be required to authorize the deduction of Union dues from their wages as a condition of employment. The amount of Union dues will be advised by the Union.

5. JURISDICTION

5.01 The Company shall not be asked to act upon and shall not be responsible for questions of jurisdiction which may arise between the Union or any other Union or Unions. The Company agrees to respect the jurisdiction of Local 161.

6. CONTRACTING OUT

6.01 The Company agrees not to hire outside contractors except when this is necessary to fulfill a specialized job or when the contracted job cannot be done with the normal crews and for which the Botwood Operation is equipped. The Company agrees, except in case of breakdown or emergency, to give as much notice as possible, but not less than one week, before any contracts are signed.

**7. INTERRUPTION OF WORK**

7.01 It is agreed that there shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the period of this Agreement.

**8. PROMOTIONS AND TRANSFERS**

8.01 When it becomes necessary to hire, transfer or promote employees within **the** jurisdiction of Local 181, the Company shall give preference to members of the Union if such members are available and are capable after normal training of doing the work.

8.02 New employees shall **be** on probation ~~for~~ the first forty-five (45) days worked.

8.03 After having served the probationary period, a temporary employee will be assigned to **a** temporary employment call-in list and shall be called to employment in order of total service, provided that he:

(a) is capable of performing the work for which he is called;



(b) makes himself available for work and works **as** required in any **area**.

8.04 All requests for new or additional help shall be made through the Employment Department and all applicants applying to any foreman for work shall be referred to the Employment Department.

8.05 (a) Seniority - In consideration of seniority in promotion, the first consideration shall be Classification Seniority. Where Classification Seniority is equal, Department Seniority shall be considered, **if** both Classification and Department Seniority are equal, General Service under C.E.P., Local 161 jurisdiction shall be the deciding factor.

(b) Promotions from one **step** to a higher one within a given Line of Progression shall be on the basis of seniority and ability to perform the work required. In cases where the employee to be promoted is not the senior employee, the Company will present the name of the employee selected to the Union who **will** have an opportunity **to** discuss **with**

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

- (c) An employee may freeze where it can be shown that he is medically unfit or otherwise unsuitable for promotion or with the consent of the Superintendent of the department concerned. Any employee who is frozen will thereafter, for all purposes of promotion, be considered junior to the employee accepting the promotion. If, because of re-organization, demotions become necessary, the employee who was promoted and has to revert, goes back behind the employee or employees he passed over originally.

8.06

The Company agrees to calculate service from January 1st, 1974, on the basis of 20 days being considered one month's service, from hours worked as shown on the payroll year-end summary.

- 8.07 Where the total is 90 percent or more of the available paid hours, credit will be given **for a full** year's service. Available **paid** hours will be the lesser of the accumulated amounts of the paid hours to each tour.
- 8.08 Service will be calculated at the end of each payroll year **and** the service total at that time, shown in months and days, will be used for all purposes where service is a consideration, **excepting** qualification for annual vacations, for the full payroll year following.
- 8.09 Service and any **and** all rights or privileges acquired **through** service will be cancelled for the following reasons:
- (a) voluntarily leaving the Company's employ or quitting;
  - (b) discharge for just cause;
  - (c) failing to report for work after receiving a recall, as per Article 9.02;
  - id) failing to return from a granted leave of absence;
  - (e) any period of twenty-four consecutive months off the payroll.

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

8.11 Employees who are absent through sickness or accidents or who return to the Union's jurisdiction after working for the Company outside the bargaining unit, shall accumulate service for the purpose of vacation entitlement and other benefit, but such service shall not be considered to the extent it would change his seniority position on the local Union's Call-In List.

9. REDUCTION IN FORCE AND  
RE-EMPLOYMENT

- 9.01 When men are being laid off or rehired, the oldest in point of service shall have preference of employment except that where a man goes into a job on his seniority he shall have access only to the bottom job. The man to be laid off from the department will be the most junior in General Service.
- 9.02 Regular employees who have been Laid off shall be entitled to be re-employed for any occupation when there is a vacancy, within the Union's jurisdiction, provided the employee entitled to re-employment returns to the service of the Company within fifteen days (15) of notice by Registered Mail.
- 9.03 Failure to report within fifteen (15) days of recall will result in loss of recall rights, except in the case of an employee recalled for casual work or for employment of short duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights.

9.04 A lay-off of a regular employee will be a termination of employment and recall rights will lapse if the layoff lasts without re-employment for more than twenty-four (24) months.

9.05 Former employees who are rehired after being off the Company payroll for a period of twenty-four (24) or more consecutive months shall be considered as new employees.

10. SEVERANCE PAY

10.01 All persons who are employed on a year round basis on jobs within the Union's jurisdiction, including regular spares and permanent vacation replacements who have one (1) year or more of service, will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them.

10.02 A laid off employee entitled to severance pay will be paid one week's pay for each year of the last full period of service.

- 10.03 An employee's recall rights will not be affected in any manner because of the payment of severance pay. However, if recall occurs before the time when the severance payment is due, no such payment will be made. Or, if an employee is offered recall, according to the applicable recall provision in his case, and it is refused, all recall and severance pay rights are automatically cancelled except as governed by Article 9.02.
- 10.04 If an employee is recalled after having received all of the severance pay due him, he will begin again as of the date of return accumulating a new period of service which will be credited toward any future lay-off.
- 10.05 If an employee is recalled after having received a part of the severance pay due him, he will upon return to work retain the right to the unpaid portion if laid off a second time. He will begin accumulating again a new period of service which will, in addition, be credited toward any future layoff.

10.06 The present article does not apply in the case of layoff resulting from an explosion, a fire or a case of an Act of God that does not bring about a partial or a total Mill shutdown for at least twelve (12) months. However, after six (6) months of the date of such a shutdown, an employee may claim the severance pay by renouncing his seniority and recall rights. It also *does* not apply in the case of a layoff resulting from a labour dispute in the Company or in the case of a scheduled temporary shutdown.

11. **ADJUSTMENT OF CREWS**

11.01 The Company reserves the right to adjust all or any of its crews arising out of a change of process or a change of equipment, It is understood that the Union will be notified at least fifteen (15) days prior to any such change taking place.

11.02 The Company reserves the right to use whatever mechanical equipment, including wharf cranes, tractor bulldozers, etc., it may



consider necessary for economical loading or unloading of cargoes, Loading and handling material to and from stock piles in Botwood yard, in ballast pits at Peter's River and Fox Farm, etc. It is understood that only *the* actual number of men necessary will be employed when work of the above described nature is being performed. Whenever mechanical equipment other than that already in use is to be used, the Company will advise the Union of this contemplated action.

- 12. PAPER MILL SCHEDULE  
(Not applicable to Local 161)
  
- 13. PULP MILL SCHEDULE  
(Not applicable to Local 161)
  
- 14. HOURS OF WORK

  - 14.01 The normal operation of ship-loading and unloading will be seven days per week with the crews working on a 48-hr. week basis.

- 14.02 The normal operation of the Paper Shed will be a seven day, 40-hr. week, continuous operation rotating shift basis. For the 12-hour shift schedule refer to Appendix "K".
- 14.03 The normal operation of the Ore Shed will be a five day, 40-hr. week basis, Monday to Friday.
- 14.04 The regular hours of work for Day Workers shall be from 8:00 a.m. to 4:00 p.m. with one fifteen (15) minute paid rest period in the morning and with a paid thirty (30) consecutive minute Lunch break as scheduled between 12 Noon and 1:00 p.m.
- 14.05 Tour workers shall be organized into three tours and shall work eight consecutive hours upon each tour, as follows:
- Tour "A"** from 8:00 a.m. to 4:00 p.m.  
**Tour "B"** from 4:00 p.m. to 12:00 m.  
**Tour "C"** from 12:00 m. to 8:00 a.m.  
Tours will rotate in weekly sequence.
- 14.06 **The** work week for the A, B, C, Crew Schedule will be from 8 a.m. Sunday to 8 a.m. Sunday.

15. **PREMIUM PAY -- DAY WORKERS**

- 15.01 (a) Rate and one-half will be paid to Day Workers for the time worked between 4:00 p.m. and 8:00 a.m.
- (b) Employees called back to work during noon hour and starting to work not later than 12:15 p.m. will receive four (4) hours' call-in time. Employees called back to work later than 12:15 p.m. shall be paid in accordance with paragraph 15.01(a).
- 15.02 If an employee has been notified of a change of starting time prior to leaving the plant, rate and one-half will apply after eight (8) hours' continuous work.
- 15.03 (a) Day Workers will be paid rate and one-half for the first eight (8) hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday, and for the first eight: (8) hours worked on the Labour Day, Christmas Eve and Dec. 27 statutory holidays.
- (b) Day Workers will be paid double rate for all time worked in excess of eight (8)

hours on Sundays, and on the Labour Day, Christmas Eve and Dec. 27 statutory holidays.

- (c) Day Workers will be paid double **rate** for all time worked on the Christmas Day and Boxing Day statutory holidays.
- (d) ~~Employees~~ who have been called in on a breakdown and are required to work on a second unrelated breakdown will be paid rate and one-half with a minimum of four hours for the time worked on the second breakdown.
- (e) **When** an employee works **seven** consecutive days in a **pay** period, it is a **reed** **that** rate and one-half will be paid for his two scheduled days off and on Sunday. Where Sunday is a scheduled day off, rate and one-half will be paid for Friday.

15.04

Any Day Worker, after completing his day's work and called back later to work an extra shift as a Tour Worker, shall **be** paid rate and one-half for **all** time worked over eight (8) hours **at** the rate **paid** the regular Tour Worker, but in no case less than his regular rate.

- 15.05 When a Day Worker has an unfinished task at the end of his regular work period, he shall continue to work if requested and he will be paid for the actual overtime worked at rate and one-half.
- 15.06 Day Workers called back to work after 4:00 p.m. will be paid rate and one-half and shall not receive less than a minimum of **four** (4) hours' **pay**.
- 15.07 **Men** who **go** home to lunch, after having worked during noon hour, will be allowed one hour for Lunch. If **a** man wishes to have his lunch sent in after working noon hour, he will be allowed a short period to eat. However, if **a man** leaves **the** plant, he does not get paid while he is absent from the plant.
- 15.08 Rate and one-half shall cease to **be** due and payable on the commencement of a regular working **day** except that **a** Day Worker who, at the commencement of such regular working day, shall have worked immediately prior thereto for a continuous period of not less than eight (8) hours and

continues that period un-interruptedly at the request of the Company, shall receive rate and one-half for the whole period **so** continuously worked. Where **a** man is not requested to continue to work, he shall be given the option of working the day at straight time. The above ruling **is** not to apply to Tour Workers.

- 15.09 **Any** Day Worker, called in, who works two (2) hours or more after midnight, shall receive time off (**at** straight time) equal to the time worked between midnight and 8:00 a.m. provided he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time.
- 15.10 A Day Worker who works in excess of 16 hours, on any day, will be required to take the following day off and be paid 8 hours.
- 15.11 Whenever a **"call"** or **"call-in"** appears in this Agreement, it shall be interpreted to mean a notification to report for work without previous notice having been given to the

employee. Whether an employ-  
ee is notified or not to  
report for work at a  
specified time after his  
shift or day's work, he will  
be paid a call if it is not  
the continuation of his work  
day,

- 15.12 Both Day and Tour Workers who  
report for work and are sent  
home, without starting work,  
because no work is available  
or because work cannot  
proceed because of weather  
conditions shall **receive** two  
hours' pay at straight time,  
except on Sundays, **when** the  
minimum of four hours will  
**apply**.

In the event of equipment  
breakdown, employees will be  
reassigned work by the  
Company for the balance of  
the shift in which the  
breakdown occurred.

- 15.13 If, however, the crews are  
put to **work** or detained for  
one-half hour (**1/2**) or more,  
a minimum of four (4) hours  
will be **paid** at the same rate  
as for the time worked.
- 15.14 If, after work has commenced  
a stoppage occurs due to

weather conditions, and men are asked to stand-by, stand-by time will be paid for at the **same** rate as for time worked.

15.15 Where work finished during a tour or day, **the men** shall receive two hours' pay, at the same rate as for time worked, in excess of the number of hours worked with a minimum of pay for four (4) hours and **a** maximum of pay for eight (8) hours.

15.16 **When** work starts during the second half of a shift, **men** will receive **a** minimum of four (4) hours' pay. **When** work starts during the first half of the shift, **men** will receive eight (8) hours' pay.

15.17 Work will proceed every day **when a boat is in** port and sufficient assigned cargo **is** available. **Should** loading stop **due** to insufficient cargo, **it will** not begin again until cargo **is** available in an amount sufficient to **complete** the boat. The Company agrees they will not unnecessarily delay the arrival of a boat.



- 15.18 No employee shall be requested to work on Sunday unless he be given a minimum of **six** (6) hours' pay.
- 15.19 When a man is called to work **on a** Sunday or a statutory holiday outside his **regular** shift, or **on** his **scheduled** day off, he will be paid rate and a half for time worked with a minimum of his six hours **pay** at straight time, whichever is greater.
- 15.20 Double rate with **a** minimum of six hours **pay at** straight time will be paid **if** the provisions of 16.04 are applicable.
- 15.21 After work begins on loading a boat **all** employees will be given notice of release or recall as follows:
- on the 4-12, 12-8 Tour - 4 hrs.**  
**on the 8-4 Tour - 1 hr,**
- This clause will not apply if failure to give the required notice is caused by weather, breakdown of equipment or other conditions over which the Company has no control.
- 15.22** Overtime for Day Workers or Tour Workers shall not be

pyramided and one basis only shall be used to calculate time for the same hours.

**is.23** In computing overtime other than where special provisions are provided for in this Agreement, no time **is** paid where the time worked is less than fifteen (**15**) minutes; one-half hour is paid where the time worked is from fifteen (15) to twenty-nine (29) minutes inclusive; one hour is paid where the time worked is thirty (30) to forty-four (44) minutes inclusive; **and** one and one-half hours **is** paid where the time worked is forty-five (**45**) to sixty (**60**) minutes.

**15.24** In computing straight time and Sunday time, one-half hour is paid where the time worked is from one (1) to twenty-nine (**29**) minutes inclusive. One (1) hour **is** paid where the time worked is from thirty (**30**) to sixty (60) minutes inclusive.

**16. PREMIUM PAY -- TOUR WORKERS**

**16.01** Tour Workers shall be paid at rate and **one-half** for all

work performed beyond their regular daily hours of work with the following exceptions:

- (a) when such work is caused by change of shifts;
- (b) overtime worked by special arrangement between a Tour Worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

16.02 Tour Workers on the ship loading crew will be paid rate and one-half for all work performed on Saturday, provided they have worked for at least part of each of the five days immediately prior to Saturday or:

- (a) were off on a statutory holiday;
- (b) were off on bonus holiday(s) on a day(s) when paper boat loading work is scheduled;
- (c) were off due to oil tanker discharging when paper boat loading work would have been scheduled.

If, in the application of this article, two (2) of the shiploading crews are paid time and one half and the third crew is prevented from completing five (5) days of work due to weather conditions and is paid according to Article 15.12, then this third crew will also be paid time and one half for time worked on Saturday.

16.03 Except as noted above, tour workers called on duty after regular working hours shall receive rate and one-half for all overtime work and in no case shall they receive less than four (4) hours' pay at regular rates for work performed on each call.

16.04 Casual call-in workers will be paid for actual hours worked with the following exceptions only:

- (a) A man called for work less than one-half hour before the time the shift is due to start will be paid from the beginning of the shift, provided he is on the job not later than one hour after being called.

- (b) A man called for work after the **shift** has started will be **paid** from the time he is on the job **plus** one-half hour, but not for more than the full shift, provided he **is** on the job within one hour of being called.
- (c) Tour Workers will be paid rate and one-half for the first eight (8) hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday, and for the first eight (8) hours worked on the Labour Day, Christmas Eve, and Dec. 27 statutory holidays. Employees requested **to** stand-by on Sundays or any statutory holiday will be paid at time and one-half.
- (d) Tour Workers will be paid double rate for **all** time worked in excess of eight (8) hours on Sundays and on the Labour Day, Christmas Eve and Dec. 27 Statutory holidays.
- (e) Tour Workers will be paid double rate for **all** time worked on the Christmas Day and Boxing Day statutory holidays.

16.05

**The** words "Tour Workers" mean employees engaged in operations scheduled in advance

for **at least** twenty-four (24) hours' continuous running. It being understood, however, that if a Tour Worker is temporarily assigned to work not connected with continuous operation on which he is actually employed, **his** status as to Tour or Day Worker during such temporary assignment is determined by the nature of the assignment.

- 16.06 Both Day and **Tour** Workers who report for work and are sent home, without starting work, because no **work** is available or because work cannot proceed. because of weather conditions, shall receive two hours' pay at straight time, except on Sundays, when **the** minimum **of** four hours will **apply**.
- 16.07 If, however, the crews are put to **work** or detained for one-half hour (**1/2**) or more, **a** minimum of four (4) hours will be paid at the same rate **as** for **the** time worked.
- 16.08 If, after work has commenced **a** stoppage occurs due to weather conditions, and men are asked to stand-by, stand-by time will be paid for at the same rate **as** for **time** worked.

- 16.09 Where work finishes during a tour or day, the men shall receive two hours' pay, at the same rate as for time worked, in excess of the number of hours worked with a minimum of pay for four (4) hours and a maximum of pay for eight (8) hours,
- 16.10 When work starts during the second half of a shift, men will receive a minimum of four (4) hours' pay. When work starts during the first half of the shift, men will receive eight (8) hours' pay.
- 16.11 Work will proceed every day when a boat is in port and sufficient assigned cargo is available. Should loading stop due to insufficient cargo, it will not begin again until cargo is available in an amount sufficient to complete the boat. The Company agrees they will not unnecessarily delay the arrival of a boat.
- 16.12 No employee shall be requested to work on Sunday unless he be given a minimum of six (6) hours' pay.

- 16.13 When a man **is** called to work on **a** Sunday or a statutory holiday outside his regular shift, or on his scheduled day off, he will be paid rate and **a** half for time worked with a minimum of *six* hours pay at straight time, whichever is greater.
- 16.14 Double rate with **a** minimum of **six** hours pay at straight time will be paid if the provisions **of** 16.04 are applicable.
- 16.15 After work begins on loading a boat all employees will be given notice **of** release or recall as follows:
- on the 4-12, 12-8 Tour - **4 hrs**  
on the 8-4 Tour - **1 hr,**
- This clause will not apply if failure to give the required notice is caused by weather, breakdown of equipment or other conditions over which the Company has no control.
- 16.16 Overtime for **Day** Workers or Tour Workers shall not be pyramided and one basis only shall be used to calculate time for the **same hours**.



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

16.18 In computing straight time and Sunday **time**, one-half hour is paid where the time worked is from one (1) to twenty-nine (29) minutes inclusive. One (1) hour is paid where the time worked is from thirty (30) to sixty (60) minutes inclusive.

**17. HEIGHT PAY**

**17.01** Height pay will **be** paid at **the** rate of time and one-half for work performed in areas forty (40) feet, or over, above a solid floor. For

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

18. WIRE PAY  
(Not applicable to Local 161)

19. DAYS OFF  
(Not applicable to Local 161)

20. REST PAY  
(Not applicable to Local 161)

21. STATUTORY HOLIDAYS

21.01 Paid statutory holidays of employees covered by this Agreement are as follows:

Labour Day  
Christmas Eve  
Christmas Day  
Boxing Day  
Dec. 27

- 21.02 Each of the above days may be changed to a more suitable day when such change is mutually agreeable to the Union and the Company.
- (a) The period of shutdown for Labour Day shall be for thirty-two hours beginning at midnight on the Sunday before Labour Day.
  - (b) The period of shutdown for Christmas Eve shall be for twenty-four hours beginning at 8:00 a.m. on Christmas Eve.
  - (c) The period of shutdown for Christmas Day shall be for twenty-four hours beginning at 8:00 a.m. on Christmas Day.
  - (d) The period of shutdown for Boxing Day shall be for twenty-four hours beginning at 8:00 a.m. Boxing Day.
  - (e) The period of shutdown for Dec. 27 shall be for twenty-four hours beginning at 8:00 a.m. on Dec. 27.
- 21.03 Every hourly paid employee, with a minimum of forty-five (45) days service with the Company will be entitled to eight (8) hours pay at his regular rate for the

Christmas Eve, Christmas Day, Boxing Day and December 27th shutdown, and to sixteen (16) hours pay for the Labour Day shutdown provided that he had worked sometime within thirty (30) calendar days immediately prior to any statutory holiday.

- 21.04 It is generally agreed and understood that the above mentioned statutory holidays are days on which no work shall be done, unless agreed to by the Union signatory to this Agreement.
- 21.05 Any employee who quits, resigns, or is discharged for cause prior to the holiday shutdown date shall not be eligible for pay for the holiday.
- 21.06 (a) An employee who is on regular vacation at the time of a paid statutory holiday will receive pay for such holiday in addition to his regular vacation pay.
- (b) At his option he may elect not to be paid his statutory holiday pay with his regular vacation pay and will then be able to arrange for another day off with his statutory

holiday pay to be taken at a time mutually convenient to his department head. This day **off** shall be taken within ninety (90) days.

21.07 Men required to work during a paid statutory holiday will, in addition to the holiday **pay**, be **paid as** provided in the article on Overtime.

21:08 Operations - Statutory Holidays

- (a) The Union recognizes that conditions affecting particular Mill operations from time to time may require the uninterrupted production of end product in order to take advantage of market opportunities as and when **they** occur. It is understood **and** agreed that on the occasion of two statutory holidays per year the Company will have the option of proposing continued operations to the Union Locals involved, through the statutory holiday shutdown period. This provision ~~excludes~~ the Christmas shutdown. Such continued operation will be subject to agreement by the local Unions involved.

The parties agree that on dates to be determined locally, **one** shutdown and startup per year will be eliminated by moving one statutory holiday shutdown to combine it with another existing statutory holiday.

- (b) When production is maintained during a statutory holiday, work crews will be kept to a minimum.
- (c) The weekly work schedule will be respected when the Mill operates on a statutory holiday.
- (d) The Collective Agreements will be amended to provide the following pay provisions for employees who work on a statutory holiday **run-through**:
  - i. Employees who work on a statutory holiday will receive statutory holiday pay in accordance with **the** Collective Agreement.
  - ii. In addition to (i) above, employees who work will be paid at the rate of double time.

- iii. For each hour worked the employees will receive an additional payment of one (1) hour at the rate paid for the job performed.
  - iv. An employee who works a complete shift during the twenty-four (24) hours of a statutory holiday can take a compensatory holiday without pay before the following month of May at a date approved by the employee's supervisor.
- (e) Employees who do not work on a statutory holiday will be paid in accordance with the provisions of the collective Agreement.
  - (f) During total mill shutdowns or a statutory holiday, Mill shutdown and start-up procedures take place during total shutdown hours.
  - (g) This agreement does not apply to employees who must perform regular work during statutory holidays when the Mill is not in operation.

21.09 Maintenance & Project Work on  
Statutory Holidays

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

- (a) The Union will be informed in advance of the work to be accomplished during statutory holiday hours.
- (b) The Company will call for volunteers to provide the necessary complement of skills required for the planned jobs.
- (c) If sufficient tradesmen are not available on a voluntary basis, the Company will meet with the local Union involved in an attempt to resolve the problem. Failing mutual agreement, the Company will have the right to schedule the additional employees required in the reverse order of seniority.



- (d) Pay for tradesmen working on statutory holiday time when the Mill is producing end product will be as for **other** employees. ~~When the Mill is not producing end product, the current provisions of the Agreement will apply.~~

**22. BONUS HOLIDAYS**

22.01 Every employee covered by this Agreement is entitled to six (6) bonus holidays with pay calculated at his occupational rate.

- (a) To be eligible for the first three bonus holidays, employees must have been paid thirty (30) or **more** accumulative days during the previous payroll year.
- (b) To be eligible for the fourth bonus holiday, employees must have been paid ninety (90) or more accumulative days during the previous payroll year.
- (c) To be eligible for the fifth and sixth bonus holidays with pay, an employee must have been paid one hundred and thirty or more accumulative days during the previous payroll year.

- 22.02 Employee must schedule said holiday or holidays as far in advance as possible and at a time convenient to the **Com-**pany and no wages will be **paid** unless said holiday or **holid**ays are actually taken.
- 22.03 **For** the purpose of qualifying for bonus holidays an employ-ee who reports for work or who works part of a day will have **this** counted **as** a day worked.
- 22.04 It is understood that in granting the fourth bonus holiday the Company **expects** regular crews to work over-time on request.
- 22.05 Bonus holidays **qualified** for will be forfeited **if** not taken before the end of the calendar year.
- (a) Time lost through sickness and non-occupational acci-dents not exceeding twelve (12) consecutive months, shall not be deductible from bonus holiday credits.
- (b) Time lost **due** to occupational accidents shall not be de-ductible from bonus holiday credits.

- 22.06 Pay for bonus holidays will be the rate of pay the employee would have received had he not been on the bonus holiday. Bonus holiday pay will not include shift differential pay and bonus holidays taken on Sunday will be paid **for** at straight time rate.
- 22.07 Employees who retire shall be paid for bonus holidays earned **in the** current year.
- 22.08 In all cases days worked in the previous payroll year will be the total shown on the payroll year-end summary.

**23. VACATIONS WITH PAY**

- 23.01 The Company agrees to give all employees covered by this Agreement vacation with pay at their regular rates based on an 8-hour day (40 hrs. per week for Day Workers, 42 hrs. per week for Tour Workers on a 5-day week, and 48 hrs. per week for those on a 6-day week), or 2.4% of the gross earnings the previous payroll year, whichever is greater, in accordance with the following schedule based on

service for vacation purposes being counted from the first date of hiring and the days worked as **shown** on the payroll year-end summary for the previous year. The provision of Article 9.03 will take effect where applicable.

- 23.02 Two Weeks' Vacation - The Company agrees to give two weeks' vacation with pay to employees who **have** worked at least 90 per cent of the available working days during the previous payroll year.
- 23.03 Three Weeks' Vacation - The Company agrees to **give** three weeks' vacation with pay to every employee who **has** worked 90 per cent of the available working days during the previous payroll **year and** who has at least four years' service.
- 23.04 Four Weeks' Vacation - The Company agrees to give four weeks' vacation with **pay** to every employee who has worked 90 per cent of the available working days during the **previous** payroll year and who has nine years' service.

- 23.05 Five Weeks' Vacation - The Company agrees to give five weeks' vacation with pay to every employee who has worked 90 per cent of the available working days during the previous payroll year and who has twenty years' service.
- 23.06 Six Weeks' Vacation - The Company agrees to give six weeks' vacation with pay to every employee who has worked 90 per cent of the available working days during the previous payroll year and who has twenty-five (25) years' service.
- 23.07 Failure to Work Qualifying Period - An employee who is not eligible to receive the vacation previously entitled to because he has not worked the required number of days in the previous payroll year will, nevertheless, receive vacation and vacation pay as follows:

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

- 23.08 Unqualified for Vacation - Employees who do not qualify for any vacation will receive, in Lieu of vacation, 4 per cent of their earnings in the previous payroll year.
- 23.09 Supplemental Vacation - The Company will, in addition to the above, grant supplemental vacation according to the following schedule to those employees who have twenty-five years' service:
- |           |             |
|-----------|-------------|
| At Age 60 | One Week    |
| At Age 61 | Two Weeks   |
| At Age 62 | Three Weeks |
| At Age 63 | Four Weeks  |
| At Age 64 | Five weeks  |
- 23.10 All vacations with pay are subject to the following conditions.
- 23.11 Vacations with pay are based on time worked in the previous payroll year as shown on the payroll year-end summary.
- 23.12 All vacations qualified for must be taken before the end of the payroll year.

- 23.13 Vacations may be taken as mutually agreed by the department head and the employee.
- 23.14 Vacations shall be so arranged by the department heads that there shall be no loss of production or interruption to or reduction of efficiency of operations.
- 23.15 Vacation schedules shall be prepared in advance, indicating the periods at which an employee may take vacation. The Union undertakes to cooperate in every way possible in working out schedules which will ensure no disruption of operations.
- 23.16 (a) Time lost through sickness and non-occupational accidents not exceeding eighteen (18) consecutive months shall not be deductible from holiday credits.
- (b) Time lost through occupational accidents shall not be deductible from holiday credits.
- 23.17 Vacation pay will be calculated on the rate applicable to the job on which the man is regularly employed at

the time of vacation except that when a man has worked 60 days or more within the previous payroll year on a job with a higher rate, his vacation pay will be calculated at the higher rate applicable to the **job** on which he worked.

**23.18** **Where** an employee has worked on several different jobs at several different rates of excess pay, the rate **for** vacation pay will be calculated by taking the number of days at the highest rate **plus** the number of days at the next highest rate, etc., until a total of 60 **days** is reached, and the rate paid on this 60th day will be the rate paid for vacation.

**23.19** **It** is understood that a week's vacation will consist of seven consecutive calendar days.

**23.20** Employees who draw vacation pay at the beginning of the year will be allowed equivalent time off later during the year at a time mutually agreeable to the employee and the Company. This provision **will** not apply to **men** on a 40-hour week who will con-



time to take time off for vacation in the normal manner.

23.21 Four hours' additional pay will be paid for each week of vacation taken from January 1st to April 30th in any year.

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

#### 24. BEREAVEMENT LEAVE

24.01 The Company agrees that leave of absence with pay will be granted to employees who have suffered a death in their immediate family.

24.02 Five days' Bereavement Leave will *be* granted in the case of death of **the spouse**, child, adoptive **child**, or stepchild of the employee. (Spouse shall include common-

law spouse **as** previously declared on the forms provided for health coverage.)

- 24.03 Three days' Bereavement Leave will be granted in the case of death of the father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, adoptive parent, brother, sister, grandmother, grandfather, grandchild, step-brother, step-sister, of the employee.
- 24.04 In order to receive pay under this clause, the employee must attend the funeral.
- 24.05 Employees on Weekly Indemnity or Workers' Compensation benefits shall **not** be entitled to Bereavement Leave with pay.
- 24.06 For any day that an employee **is** scheduled to work, all or part of it, he will **be** paid eight hours pay.
- 24.07 Notwithstanding Article 24.04 when distance prevents the employee from attending the funeral, one (1) day of compassionate leave will be allowed within the **six** (6) day period beginning with the date of death.

24.08 If the death of one of the relatives specified in Articles 24.02 or 24.03 occurs while an employee is on vacation, the vacation will *be* interrupted so that the employee receives the Bereavement Leave benefit.

25. **JURY DUTY**

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

25.02 When an employee is called for duty as in 25.01 and is scheduled to work on the

midnight shift prior to court convening, he shall have this shift off with pay.

26. LEAVE OF ABSENCE

26.01 (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) Candidacy for public office at the Federal or Provincial level. Such leave may be extended until seven (7) days have elapsed following the date of the election.
  - (3) Military Service.
  - (4) Duties of an elected Municipal office.
- (b) Any Leave of absence granted pursuant to Section 26.01(a) will not result in any loss of seniority.
- (c) Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial Legislative. 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 pursuant to Section 26.01(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 the full premiums for Group Life Insurance and all other insurance coverages in accordance with the provisions of the respective policies.
  - (f) All leaves 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.
- 26.02 (a) Time off with pay will be provided to an employee writing ,qualifying examina-

tions during scheduled working hours for certificates required in his occupation.

- (b) Such pay will be at his straight time rate and limited to eight (8) hours.

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

## 27. **BENEFITS**

27.01 The Company's Weekly Indemnity Benefit Plan will provide a benefit equal to 70 **per** cent of an employee's weekly pay, which shall be determined by multiplying his hourly rate by 40 or 42, whichever is applicable. Coverage will be adjusted on January 1st and May 1st of each **year**.

- 27.02 Such Weekly Indemnity Benefit shall be payable from the first day of absence due to a non-compensable accident, the first day of illness requiring hospitalization, and from the fourth day of absence due to illness, and shall be payable during any one period of disability for a maximum of 52 weeks.
- 27.03 A recurrent disability will be covered as a new claim after 60 days.
- 27.04 To be eligible for membership in this Plan, an employee must have three months' employment, and in order to qualify for benefits a member must be on the payroll on the day immediately prior to the day his disability prevents him from working. All other usual terms and conditions now applicable to Company sponsored and fully insured Weekly Indemnity Plans shall apply.
- 27.05 For the purpose of this section, employees off work due to a lack of shipping will be considered to be on the payroll.

- 27.06 No local Union may request a quotation from any insurance company or other underwriter nor add additional coverage to the benefits as provided for under this Agreement.
- 27.07 The Company and **the** Union agree to co-operate fully to eliminate abuses of the Weekly Indemnity Plan.
- 27.08 The Weekly Indemnity benefits payable under this Plan will be reduced by any disability or sickness benefits paid under the provision of any government legislation, except for secondary benefits under C.P.P., War Disability Pensions and Workers' Compensation Disability **Pen-**sions. Benefits shall cease on the effective date of retirement under the provisions of the Company's Retirement Plan. All other terms and conditions of the Weekly Indemnity Plan remain the same.
- 27.09 Under the Weekly Indemnity Plan employees receiving Workers' Compensation payments will receive the difference between these **pay-**ments and the amounts which would be paid under the



Weekly Indemnity Plan for absences covered by that Plan for a period not exceeding the maximum period covered by any Weekly Indemnity payments.

- 27.10 In cases where there is a medical dispute as to the validity of a claim, or the continuance of a claim, and where the physicians of the employee and the employer fail to reach agreement after consultation, the dispute will be referred to a practicing specialist who will render a final and binding decision.

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

- 27.11 Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.
- 27.12 If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

- 27.13 The Company will be re-imbursed by the claimant for any advance payments made **prior** to the Company's receipt of notification of the adjudication of the claim.
- 27.14 **If a claim is denied, advance payments not repaid by the claimant within 30 days following receipt of notification by the Insurance Company of such denial, will be recovered by the Company from the claimant's normal pay.**
- 27.15 All employees who are covered under the terms of the Weekly Indemnity Plan are also covered by the Long Term Disability Plan, the text of which appears in Appendix "B".
- 27.16 The Group Life Insurance Plan coverage is **2-1/2** times annual earnings up to a maximum coverage of \$60,000. The premium **cost** will be borne by **the** Company and the Plan is subject to present regulations.
- 27.17 All employees in the service of the Company shall be eligible for Group Life

Insurance upon the completion of the period of service laid down in the Group Insurance Policy.

- 27.18 Upon retirement, the coverage will be set at \$2,500. and all premiums will be paid by the Company. (\$4,000. for employees that retire on or after July 1, 1987.)
- 27.19 Effective July 1, 1993 optional Dependent Life Insurance at employee's cost will be provided on the following basis:
1. Spouse - \$10,000.00;
  2. Each unmarried child:
    - a) 14 days but less than 1 year of age, \$5,000.00;
    - b) 1 year but less than 19 years, [twenty-five (25) years when a student full time], wholly dependent on the employee for support, \$5,000.00.

The spouse's life insurance will be reduced to \$5,000.00 upon the employee's retirement and cancelled on his death.

27.20

Pension Plan

The Abitibi-Price Pension Plan, which is registered in the Province of Ontario, forms part of this Collective Agreement. The Pension Plan will not be **subject to** re-negotiation between the parties until the **date** of expiry of the Collective Agreement in force as of January 1, 1998.

27.21

Health Care

The Company will pay the prevailing premium costs, up to the rates in effect to 30 April 1998, for the Abitibi-Price Supplementary Health Care Plan. The Abitibi-Price Supplementary Health Care Plan appears in Appendix "C".

27.22

Dental Plan

Dental Plan - Effective July 1, 1993, the Dental Care Plan will be upgraded to provide coverage based on the 1992 Dental Association Schedule of Fees. Effective May 1, 1994, the existing Dental Care Plan will be upgraded to provide coverage based on the 1993 Provincial Dental Association Schedule of Fees. Effective May 1, 1995 the Dental Care plan will be upgraded **to** provide coverage

based on the **1994** Provincial Dental Association Schedule of Fees. Effective May 1, **1996** the Dental Care Plan will be upgraded to provide coverage based on the **1995** Provincial Dental Association Schedule of Fees. Effective May 1, **1997** the Dental Care plan will *be* upgraded to provide coverage based on the **1996** Provincial Dental Association Schedule of Fees. Employees cost will remain at \$1.10 **per** month single and \$3.85 per month family. The Company will absorb the additional. future premium increases for the Dental Care Plan through to April 30, 1998. The Dental Plan forms part of this Agreement and is attached hereto as Appendix "D".

27.23

Medicare

The Company agrees to pay the prevailing Medicare premium rates established by the Provincial Government **up** to the rates in effect to April **30 1998**. These payments will be maintained for a twelve (12) month period when an employee is sick or disabled by accident.

27.24

General

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

27.25

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

27.26 (a)

Insured employees who become disabled on or after 1st July 1982 who continue to be disabled for longer than twelve months may continue their coverage in the Group Life Insurance and Dental Plans, at their option, until the expiration of the twenty-four month period commencing with the date of disability. Such employees may continue coverage in the Supplementary Health Care Plan, at their option, until the earlier of

retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees.

- (b) The Company will provide optional coverage under the Supplementary Health Care Plan to retirees between the age of 55 and 65. The cost of such coverage shall be borne by the retiree.

27.27

Legal Strike

During a legal strike, insurance benefits, excluding Weekly Indemnity and Long Term Disability benefits, will be maintained subject to the employees or the Union paying the full cost of such coverage upon return to work. Weekly Indemnity and Long Term Disability benefits being paid at the commencement of a strike, supported by appropriate medical evidence when requested, will be continued. With the implementation of this undertaking, the parties shall meet as soon as possible to discuss procedures to ensure the complete security of the Mill properties and their facilities.

**28. MEALS**

**28.01** When a Tour Worker is requested to continue on duty for an extra tour, or for two (2) hours, his foreman shall arrange to have a meal brought in and shall arrange to have a second meal available during this second tour.

**28.02** When a Day Worker is requested to continue on duty beyond his normal quitting time, his foreman, if requested by the worker, shall arrange to have a meal brought in after the man has worked one and one-half hours beyond his normal quitting time, and if the man continues to work an additional four (4) hours, the foreman, if requested by the worker shall arrange to have a second meal brought in.

If circumstances permit, without production loss, the foreman will schedule his crew so that each worker has up to one (1) hour with pay to have a meal at home.

**28.03** If the Tour Worker is working extra time by arrangement with his mate, Clause 28 shall not apply.



- 28.04 In the event that any request to the foreman for a lunch is to have **it** obtained from a restaurant, the Company will pay the cost of each meal.
- 28.05 A worker entitled to a meal as above may choose instead to accept a voucher worth \$8.00 in lieu of the meal. Such vouchers may be **ex-**changed for cash by the Company at the end of each quarter.
- 28.06 The Company agrees that Tour Workers are entitled at normal intervals to a meal period of thirty (30) consecutive minutes where operations permit.

29. **PUNCH CARDS**  
(Not applicable to **Local 161.**)

30 **METRIFICATION**

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

31 SAFETY

31.01 In cases of delays of 2 weeks or more in obtaining Workers' Compensation payments, the Company will, upon request, arrange to advance an amount not exceeding the Workers' Compensation payment due.

31.02 The Company and the Unions shall co-operate in the prevention of accidents and industrial diseases and shall promote measures necessary to ensure the maximum safety and health of all employees.

31.03 To accomplish this mutual purpose, joint Union-Management Safety Committees shall be established in each department. A departmental committee shall be made up of appointments by the Union from employees who are members of the Union and appointments by the Departmental Superintendent (who shall be Chairman) from employees who are supervisors in his department. Membership in the Committee shall be rotated annually in a manner to provide continuity.

Meetings shall be held as required, but not less than

once a month. Meeting time and place will be arranged by the Safety Co-Ordinator.

- 31.04 In general, the function of the Committees shall be to advise the Company in all matters pertaining to the safety and occupational health of the employees. In particular, the Committee shall have the authority and responsibility to ensure compliance with all Safety Rules; Example - Hard Hat Areas, Eye Protection Areas, Hearing Protection Areas, etc.
- 31.05 The Company agrees to provide crews with two (2) pairs of suitable **work** gloves per year. Winchmen and Signalmen required to handle frayed cables or other objects where a hazard to the hands exists will be provided with suitable hand protection.
- 31.06 Effective July 1, 1993, the Company will pay \$50, annually towards **the** purchase **of** protective footwear. This **will** increase to \$70,00 per year effective May 1, 1996.

- 31.07 Minutes of Committee Meetings shall be kept, copies to be posted on the applicable departmental Notice Boards and copies to be forwarded to the Unions.
- 31.08 The Committee may review Safety Regulations and propose changes to the Company. The Company will review with the Unions any Safety Regulations or proposed changes for the purpose of information and to give the Unions an opportunity to make representations.
- 31.09 Committee members shall carry out regular inspections of work for safety hazards, unsafe work practices, non-observance of safety measures in the Mill Rules, noise levels, heat levels and working conditions generally, and report their findings at Committee Meetings, where recommendations will be made to the Company on practical and reasonable means of corrective action.
- 31.10 All employees will be given a hearing test every five years. Those employees working in areas where the noise level is in excess of 85

decibels will be given a hearing test every six months. Each employee will be kept informed of his test results.

- 31.11 Hearing protection devices will be made available to all employees. For those employees working in areas where the noise level is in excess of 85 decibels, the wearing of hearing protection devices shall be mandatory.
- 31.12 Noise level checks will be made whenever a change of equipment or process causes an appreciable change in noise level, or as recommended by the Committee. Records of noise level readings will be made available to the Committee.
- 31.13 The Company will request the Technical Section of the C.P.P.A. to consult with the National Research Council of Canada regarding possible improvements in the field of noise abatement and control of slitter dust and other air pollution and to report their findings to the Union.

- 32. JOINT HEALTH AND SAFETY  
CONFERENCE  
(See Master Agreement.)
  
- 33. TRADES PROMOTION PLAN  
(Not applicable to Local  
161.)
  
- 34. ELECTRICIANS' PROMOTION PLAN  
(Not applicable to Local  
161.)
  
- 35. APPRENTICESHIP PLAN  
(Not applicable to Local  
161.)
  
- 36. GRIEVANCE/ARBITRATION
  
- 36.01 It is the mutual desire of  
the parties hereto that  
complaints of employees be  
adjusted as quickly as  
possible, and it is generally  
understood that an employee  
has no grievance until he has  
first given the foreman, or  
his representative, an oppor-  
tunity to adjust his com-  
plaint.

- 36.02 A grievance, under the provisions of this Agreement, is defined to be any difference, including the degree or extent of disciplinary action, between the parties or between any one of the employees and the employer covered by this Agreement, involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.
- 36.03 Stage 1 - Complaints of employees must first be taken by the employee himself, or his Union representative, directly to the foreman and/or his representative, for adjustment without undue delay, but in any event not more than seven (7) calendar days immediately following the occurrence or event giving rise to the complaint.
- 36.04 if the complaint is not adjusted satisfactorily within three (3) days after submission, the matter becomes a grievance and must be taken up at Stage 2.
- 36.05 Stage 2 - At this stage the grievance shall be presented, through the Employee

Relations Department, in writing on appropriate grievance forms by the Secretary of the Union to the Port Superintendent within three (3) days from the end of the three (3) day period allowed for adjustment in Stage 1. The Port Superintendent, or his representative, shall **make** a reply in writing within three (3) days. If a satisfactory adjustment is not made, the matter may be taken up at Stage 3.

36.06 Stage 3 - At this stage the grievance shall be presented, in writing, through the Employee Relations Department, to the General Superintendent (or his equivalent) within three (3) days of the end of the decision period in Stage 2.

36.07 The General Superintendent (or his equivalent) shall reply in writing within five (5) days. If the General Superintendent (or his equivalent) fails to adjust the matter in a satisfactory manner within five (5) days, the matter may be taken up at **Stage 4.**



- 36.08 Stage 4 - At this stage the Union has the right to refer the matter in writing to the Resident General Manager of the Company, within five (5) days of the end of the decision period in Stage 3.
- 36.09 If the grievance cannot be settled with the Resident General Manager within a period of ten (10) days, the matter may be referred to an impartial Board of Arbitration.
- 36.10 A Group Grievance shall be filed at Stage 2 and a Union or Policy Grievance shall be filed at Stage 4.
- 36.11 The Company shall select one member of the Arbitration Board, the Union shall select one member and the two arbitrators thus named shall choose a third arbitrator who shall act as Chairman.
- 36.12 In the event the arbitrators chosen by the Company and the Union fail to agree on the third arbitrator, the Federal Minister of Labour shall be requested to appoint one.

- 36.13 After the Board of Arbitration has been chosen by the foregoing procedure, the Board shall meet in Grand Falls or some other mutually agreed location and hear evidence of both sides, and shall render a decision within fifteen (15) days; said decision to be final and binding upon all parties to the Agreement.
- 36.14 It is understood that Saturdays, Sundays and statutory holidays shall not be included in the limits of this Article, and that the time limits at any stage may be extended by mutual agreement.
- 36.15 If it is believed that a man **has** been unjustly discharged or laid off, the **facts of the** case shall be reported to the Industrial Relations Department within seventy-two (72) hours of the discharge or lay-off. If, on investigation, it is found that the employee was unjustly **dis-**charged or laid off, he shall be reinstated without **loss** of pay. The **ques**tion of unjust discharge or layoff shall be handled under Article **36.11** to **36.13**.

37. MILL RULES

37.01 Starting and Stopping Time

- (a) **Day** Workers shall be in their respective working places ready to begin work at the starting time designated in Article 14, and shall remain there until the designated time to cease work.
- (b) Machinery shall be started promptly and not be stopped until the designated stopping time.
- (c) When a tour begins, each Tour Worker is required to be at his place of work at the starting time designated in Article 14.
- (d) It **is** understood and agreed that: the present method of starting and changing shifts will be followed. However, if a Tour Worker is not on the job at the designated starting time, he shall be replaced immediately and should he subsequently report for work, he shall be sent out for that tour.
- (e) Temporary jobs requiring four (4) or more labourers will be supervised by an hourly paid labour foreman.

- (f) Should a work stoppage occur due to a power failure, crews on the job will remain on the job for the balance of the shift and do work as required.

37.02

Reporting & Absenteeism

It is the duty of every worker to report for his regular work unless he has already arranged for leave of absence with his foreman. If unavoidably prevented from reporting for Work, he shall notify the Employment Office at least two (2) hours before his work commences.

- (a) If an employee has been absent from work for a day or more he shall give adequate notice of his return. This notice should be given sixteen (16) hours in advance if possible. If he fails to give sufficient notice, the foreman or superintendent will be compelled to send the returning employee home when he reports for duty.
- (b) If an employee **has** been absent from work without arrangement or without notice he shall report to **his** foreman or other departmental

supervisor for instructions before returning to work. Failing to locate any of them he will report to his foreman immediately after his return to work.

- (c) Should an investigation of a case of failure to report not disclose a bona fide reason, Management shall discipline the employee as follows:
  - i) First Case-  
Instructions & Warning;
  - ii) Second Case-  
Instructions and up to three days suspension from work.
  - iii) Third Case-  
Instructions and up to one week suspension from work.
  - iv) Fourth Case - Discharge,
- (d) With respect to the above, it is understood that should an employee have a clear record for a twelve month period between steps 1 and 2, or between steps 2 and 3, or between steps 3 and 4, his record shall be considered clear.

- (e) Absenteeism - An employee who is not working on a day when he is normally scheduled to work, or a man from the call list who has been called for a regular tour, and who does not report for work, is an absentee whether or not the absence has been reported.
  
- (f) Should an investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:
  - i) If an employee is absent on five (5) separate occasions within a twelve month period, he will be given a warning for absenteeism.
  
  - ii) If an employee is absent on three (3) separate occasions within a twelve month period from the date of warning for absenteeism, he will be suspended for three (3) working days.
  
  - iii) If an employee is absent on three (3) separate occasions within a twelve month period from the date of a three day suspension for absenteeism, he will be suspended for one week.

- iv) If an employee is absent on three (3) separate occasions within a twelve month period from the date of a one week suspension for absenteeism, he will be discharged.
- (g) With respect to absenteeism, it is understood that should an employee have a clear record of a twelve month period between steps 1 and 2, or steps 2 and 3, or steps 3 and 4, his record shall be considered clear.

37.03

Causes for Discipline

Nothing contained in this Agreement shall be deemed to restrain or limit the Company right to formulate and issue reasonable rules necessary for the efficiency of the operation and which are not contrary to any of the terms and conditions of this Collective Agreement and to enforce these rules through discipline, up to and including discharge for just cause. It is understood that the reasonableness of these rules and the discipline following from the contravention of these rules will be subject to the terms of the Grievance Procedure.

- 37.04 Nothing contained in these rules shall be deemed to restrain or limit the Company's right to discipline employees for just cause. When it becomes necessary to record an official caution or other disciplinary action on a man's history card, the Union will be notified of the action taken. Records of disciplinary actions kept by the Company against employees who are members of the Union shall be available to the Union's representatives and/or Committee upon request.
- 37.05 Employees who prove unsatisfactory in any department after having first been warned will, for future infringements, be laid off and not rehired for that department. Employees who are discharged for cause will not be rehired.
38. **JOB CLASSIFICATION PLAN**  
(See Master Agreement.)
39. **WAGE SCHEDULE**
- 39.01 A copy of the Company's existing wage rates is



attached hereto and marked Appendix "G". It shall be part of this Agreement and shall not be altered during its term except through the elimination of a job classification or the introduction of a new job classification or through mutually agreed to changes in job content.

39.02

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

39.03

Excess Pay

Excess pay is to be paid when a man is actually doing a job which calls for a rate of pay higher than his regular rate for the time spent on the job with a minimum of two (2) hours.

- 39.04 The number one man should replace the hourly paid foreman and will receive excess pay at all times during the absence of the foreman.
- 39.05 If the 2nd hand is working in the position of temporary foreman or is absent from work, the 3rd hand shall receive the established rate of the 2nd hand beginning with the first day, provided he has a minimum of four (4) men under him; i.e. total crew of six (6) men. It being understood and mutually agreed that the 4th man will be excessed only when necessary.
- 39.06 Employees from either maintenance or operating crews who are temporarily employed in a town other than their normal place of employment and who are required to remain there overnight will receive 10 per cent excess pay on their hourly rate.
- 39.07 When not required to remain overnight, the Company shall allow \$8.00 for each meal required.

39.08 It is the foreman's responsibility to determine whether or not a man is entitled to receive excess pay. Whenever a man is requested to work temporarily on a higher paid position, the foreman is expected to bring the matter to the superintendent's attention. Hourly paid employees replacing supervisory salaried employees shall receive 65 cents per hour excess pay on their regular hourly rate or on the highest rate supervised.

40. GENERAL

40.01 The Union undertakes to co-operate with the Company in every reasonable way (a) to increase efficiency, (b) to reduce absenteeism. The parties hereto agree that all rules, regulations and instructions of the Company which do not conflict with the provisions of this Agreement: or with the laws of Canada are affirmed and will continue in force and affect during the life of this Agreement. The parties of this Agreement agree to abide by all the laws of Canada insofar as they apply to this Agreement.

- 40.02 The parties have agreed to certain modifications and amendments to the language of parts of the Labour Agreement and where modification has not been made the language of the present Agreement will continue in force for the 1993-1998 Contract. It is also agreed that this contract will take precedence over and cancels any and all customs, understandings or practices that may have been followed or recognized in the past, and constitutes the entire agreement between the parties.
- 40.03 Minutes of each meeting shall be kept in a book accessible to both the Company and the Union. These minutes shall be taken down by a person duly authorized to do so by mutual consent of the parties and shall be signed by a representative of the Union and the Company, and a copy sent to the Union.
- 40.04 The Company agrees to continue to treat requests for time off the job for Union representatives with tolerance.

40.05 The Company agrees, upon written request from the Union, to pay employees absent on Union business for the time they would normally have worked during the period of absence, and to bill the Union for the wages paid.

40.06 Time lost from work because of leave on Union business, not exceeding twelve (12) consecutive months, shall not be deducted from service.

40.07 Trades Flexibility

(a) Mutual Help - Day Workers:

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

(b) Flexibility - Tradesmen on Shift:

A tradesman on shift working alone or as part of a group

performs any work for which he has the ability, regardless of his trade. The Company will provide the necessary training, so that the proposed changes will be implemented progressively and safely.

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

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

40.08 (A) Job Security

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

The Company is therefore prepared to make the following commitment. Immediately following a public announcement by the Company of its intentions to proceed

with a major project or layoff (for reasons other than market conditions) affecting the employment status of permanent employees, the Company will meet with the Union involved to implement the following:

- (a) Special early retirement provisions.
  - (b) Freeze on the hiring of permanent employees.
  - (c) Retraining.
  - (d) Transfers to other job vacancies.
  - (e) Exercise of the bumping provisions of Agreement.
  - (f) Attrition (death, retirement, voluntary resignation, discharge for cause).
- (B) The manning levels for Botwood are as defined in correspondence dated November 22, 1988 and in the agreement entitled "Re-Organization & Manning of Paper Loading Crews" dated December 1, 1988.

41. **HANDLING OF LINES**

41.01 Men called for mooring and/or unmooring will be paid rate and a half, with a minimum of four hours, it being understood that more than one vessel could be moored or unmoored during one call. If the call is on Sundays or statutory holidays, rate and one-half, with a minimum of six hours, will apply.

41.02 Men warned to stand-by for possible arrivals or departure of vessels on Sundays or holidays shall receive two hours' pay (at rate and one-half) in the event of *the* non-arrival or non-departure of the vessels involved. Men called *out* from midnight to 3:00 a.m. are *to* be paid a minimum of four (4) hours' pay at straight time.

41.03 Men required to handle lines and to work on that operation beyond the time the gang to which they belong is called will receive pay *for* handling lines as well as pay from the time their regular gang is called.



41.04 Premium Rates

Men engaged in unloading sulphur or in washing out boats which **were** previously loaded with sulphur or in handling general cargo which has been carried in conjunction with a sulphur cargo, will be paid one and one-half times the normal stevedore's rate. (It being understood that employees being paid at this rate will not receive any overtime premium.)

41.05 Men required to work in the holds of steamers which are not properly cleaned of sulphur dust, **soda** ash and asbestos fibre will be paid **10** cents per hour in addition to their normal hourly rate.

41.06 Men engaged in unloading explosives will be paid **10** cents per hour in addition to the normal hourly rate paid stevedores.

41.07 Men **in** charge of dynamite shall receive **10** cents per hour more than the regular rate of labour while blasting operations are in progress.

42. LOCAL ISSUES  
(See Master Agreement.)

43. TERM OF AGREEMENT

 43.01

~~This Agreement shall remain in effect from May 1st, 1993 and up to and including April 30th, 1998 and from year to year thereafter~~ unless changes are desired by either party and proper notice is given one to the other in accordance with paragraph 43.02 hereof in which latter event this Agreement shall be renewed and amended.

In addition, the Collective Agreement will be re-opened for negotiation regarding wages only for the two year period from May 1, 1996 to April 30, 1998.

43.02

Either party desiring any changes in this Agreement at the expiration of the same, may at any time during the months of February and March make a request in writing that such changes are desired. One week after the receipt of such written request by either party, negotiations for changes shall begin.

Signed at Botwood this 10<sup>th</sup> day of  
December, 1993.

**ABITIBI-PRICE INC.  
GRAND FALLS DIVISION**

*B. Bell*  
*B. D. D. D.*

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
LOCAL 161**

*Frank Fambled*  
National Representative  
*Dick Houser*  
*Terry Hancock*  
\_\_\_\_\_

APPENDIX "A"  
ABITIBI-PRICE INC.  
WEEKLY INDEMNITY PLAN

See Section 27.

APPENDIX "B"

ABITIBI-PRICE INC.

LONG TERM DISABILITY PLAN

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

1. Eligibility

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

2. Effective Date of Coverage

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

An eligible employee absent from work due to sickness or accident at the effective date of the Plan,

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

3. Qualifying Period

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

4. Definition of Disability

"Disability" shall mean an insured employee who has received **fifty-two (52) weeks of benefits under the Weekly Indemnity Plan and who** for up to the next ensuing twelve (12) months **is** unable solely because of

disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation within the jurisdiction of Local 161 for which he is reasonably fitted by education, training or experience.

5. Amount of Benefit

- (a) 55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum monthly payment of \$2,000. Effective May 1, 1994, the maximum benefit will increase to \$2100. per month for any eligible employee who is actively at work on that date. Effective May 1, 1996, the maximum benefit will increase to \$2200. per month for any eligible employee who is actively at work on that date. During the term of the Agreement, effective May 1st of each year, general wage rate increases will be incorporated into the benefit up to the applicable maximum monthly benefit as described above.
- (b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or

more after disablement), Workers' Compensation, or any other non-private disability income plan.

6. Duration of Benefits

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

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

7. Continuation of Group Life Insurance During Disability

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

8. Exclusions

- (a) Benefits under the Long Term Disability Plan will not be



payable for claims resulting from:

- i. any injury arising out of or sustained while doing any act or thing **per**-taining to any occupation or employment for remuneration or profit, or
- ii. any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
- iii. self-destruction or any self-inflicted injury, while sane or insane, or
- iv. disability for which the employee is not under the treatment of a physician, or
- v. alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction **or** the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

- (b) i. An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant Provincial or Federal legislation.
- ii. For employees who fail to qualify for pregnancy leave or absence because of failure to meet the length of service requirements in the relevant Provincial or Federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

#### Rehabilitation

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior

consultation with the employee's doctor, at no cost to the employee. If such employee refuses **to** undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

#### CONTINUING EXISTING PROVISIONS

- i. Long Term Disability Benefit payments will commence following the **completion** of fifty-two (52) weeks of **Weekly** Indemnity payments, and shall be payable twice monthly.
- ii. Long Term Disability payments will be offset by primary only Canada Pension Disability payments, payments from the Company's Retirement Plan and by payments from other Group Plans.
- iii. Total benefit payments are not to exceed eighty per cent (80%) of **net** salary.
- iv. While receiving benefits under the Long Term Disability Plan, an employee will continue **to** accrue pension credits at no **cost** to him. The pension benefits will accrue on the basis of his earnings used to **determine** his Long Term Disability benefits. The pension benefits will not necessarily be provided from the Retirement Plan. Death benefits will not accrue during

this period except for the interest on the employee's contributions made prior to the commencement of Long Term Disability payments.

- v. A recurrent disability will be covered as a new claim after sixty (60) days.

APPENDIX "C"

ABITIBI-PRICE INC.

SUPPLEMENTARY HEALTH CARE PLAN

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

ELIGIBILITY

Employees

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

Dependents

For purposes of dependents' **coverage** provided **under** the Plan, eligible dependents include the wife or husband and unmarried children from birth to their 21st birthday. **Also**, unmarried children 21 years of age and over **who are** full-time students attending a certified education institution and depend upon you for support are eligible dependants until their 23rd birthday.

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

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

#### DESCRIPTION OF BENEFIT

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

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

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

Effective July 1, 1993, the Maximum Lifetime Benefit for all covered expenses is \$15,000. for each insured family member. Effective May 1, 1996 the Maximum Lifetime Benefit is to increase to \$20,000. for each insured family member. On January 1 of each year, up to \$1,000. of the Maximum Lifetime Benefit previously utilized, will be automatically restored.

For example, if you receive \$1,700.00 in benefit payments in one calendar year, your maximum benefit will automatically be restored by \$1,000.00 on the next January 1, making your new maximum \$14,300.00. (\$19,300.00 after May 1, 1996). The next January 1, your maximum will be restored to \$15,000. (\$20,000.00 after May 1, 1996) provided benefits in that year were \$300.00 or less.

#### COVERED EXPENSES

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

#### Class I Expenses

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

#### Class II Expenses

Note: Any dollar limits referred to in the list of Class II Expenses are the charges recognized by the Plan and not the benefits payable since these charges are subject to the deductible as stated earlier.

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

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

OUT-PATIENT HOSPITAL SERVICES AND SUPPLIES in connection with

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

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

CONVALESCENT HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES **up** to the difference between the hospital's daily charge for ward and average **semi** private accommodations for as many as 120 days during any one period of disability provided **the** individual is admitted to the convalescent hospital



within 14 days following confinement in a hospital. All confinements in a convalescent hospital will be considered as one period of disability unless confinements are separated by at least 90 days,

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

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

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

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

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

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

- Frames, lenses, and the fitting of prescription glasses, including contact lenses up to a total payment of \$100.00 per family member, in any two consecutive calendar years effective July 1, 1993. This benefit will increase to \$125.00 per family member in any two consecutive calendar years effective May 1, 1996.

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

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

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

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

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal Province of residence, provided such charges are reasonable and customary in the area in which they were incurred.
- (2) Up to \$50 per day for charges for hospital confinement in **excess** of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal Province of residence. No charges will be considered unless **all or part of** the daily **charge is** payable under such Provincial

Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal Province of residence.

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

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

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

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

ANESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS.

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES.

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.

GENERAL PROVISIONS

Definitions

Definitions relating to this Plan shall be those set out in Confederation Life Insurance Company Policy 83120, effective January 1, 1985.

Continuation of Supplementary Health Care Benefits for Incapacitated Children:

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

EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless treatment is the result of a non-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.

- (3) **Any expenses** for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation under any Workers' Compensation legislations.
- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any injury or disease which results from an act of war or hostilities of any kind.

#### CO-ORDINATION OF BENEFITS

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

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

- (1) group insurance or any other arrangement of coverage for individuals in a group whether or not insured, or

- (2) any repayment arrangement, or
- (3) any coverage for students which is sponsored or provided through a school or other educational institutions.

#### TERMINATION OF BENEFITS

##### Termination of Employment:

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

##### Workers' Compensation:

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

##### Weekly Indemnity:

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

##### Leave of Absence:

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

Lay-off:

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

Changes to report:

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

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

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

Payment of Claims:

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



APPENDIX "D"  
ABITIBI-PRICE INC.  
DENTAL CARE PLAN

ELIGIBILITY

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

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

VE DATE OF BENEFITS

Employee:

Your benefits are effective on the day following employment for 90 working days, provided you **are** not absent from work due to disability, leave of absence or lay-off. If **you are away** from work because of disability, leave of absence

or lay-off on the date that coverage would otherwise become effective, benefits will not start until you return to work. `

**Dependent:**

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

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

**THE PLAN**

The Plan provides you and your eligible dependents with reimbursement of:

- (a) 100% of the cost of Class I covered expenses, and
- (b) 50% of the cost of Class II and Class III covered expenses. Effective July 1, 1993 the Provincial Dental Fee Schedule used as a basis for benefit payments will be the 1992 Provincial Dental Association Schedule of Fees; effective May 1, 1994, the 1993 Provincial Dental Association Schedule of Fees; effective May 1,

1995 the 1994 Provincial Dental Association Schedule of Fees; effective May 1, 1996, the 1995 Provincial Dental Association Schedule of Fees; effective May 1, 1997, the 1996 Provincial Dental Association Schedule of Fees.

The maximum benefit per calendar year is \$1,000. per insured family member for Class I and II covered expenses. The lifetime maximum benefit is \$1,000. per insured family member for Class III covered expenses.

#### COVERED EXPENSES

##### Class I Procedures:

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

Class II Procedures:

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

Class III Procedures:

- Orthodontic treatment, including correction of malocclusion.

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

- (i) cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist, and

(ii) installation, adjustments, repairs and relining of complete dentures may be made by a dental mechanic or denturist legally practicing within the scope of his license, but any charges in excess of the amount specified for such services and supplies in the dental mechanics' or denturists' tariff of the Province where such services and supplies are received will be disregarded.

#### PRE-DETERMINATION OF BENEFITS

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

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

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

#### EXCLUSIONS

The Plan does not cover:

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

## TERMINATION OF BENEFITS

### Termination of Employment:

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

### Workers' Compensation:

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

### Weekly Indemnity:

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

### Leave of Absence:

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

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

### Lay-Off:

Benefits will be continued until the end of the policy month following the policy month **in** which the lay-off **starts**. In the event that an employee has a course

of treatment approved by the insurance company prior to the lay-off, that course of treatment will be covered under the Plan.

### HOW TO CLAIM

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

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



- 130 -

APPENDIX "E"

ABITIBI-PRICE INC.

TRADES PROMOTION PLAN

Not applicable to Local 161.

- 131 -

APPENDIX "F"

ABITIBL-PRICE INC.

APPRENTICESHIP PLAN

Not applicable to Local 161.

ABITIBI-PRICE INC.  
Grand Falls Division

APPENDIX "G"

**WAGE RATES AND CLASSIFICATIONS  
CONTINUOUS OPERATION**

The following rate Increases become effective on the dates shown:

My 1, 1993	- General Wage Increase	= 0%
May 1, 1994	- General Wage Increase	= 1%
My 1, 1995	- General Wage Increase	= 1.5%
My 1, 1996	- To be negotiated	
My 1, 1997	- To be negotiated	
Oct. 14, 1990	- Tradesmen - Day Worker	= .50
Oct. 14, 1990	- Tradesmen - Shift Worker	= 1.00
May 1, 1991	- (Shift Differential 12-8 shift = 60¢/hr.)	

The differential shall not enter into the calculation of statutory holiday pay, vacation pay, nor the calculation of overtime.

The basic rate of common labour (e.g. loading ballast, sand and gravel for Peter's River and Fox Farm pits and unloading ballast from these pits along the railway track, cleaning up yard, digging ditches, shovelling snow, etc.) will be the same as for Labourer listed under General Stevedoring (48 hour week rates).

APPENDIX "G"

C.E.P. - LOCAL 161

WAGE SCHEDULE

<u>Classifications</u>	<u>JCP Class</u>	<u>May 1, 1993</u>	<u>May 1, 1994</u>	<u>May 1, 1995</u>
<u>Loading Paper</u>				
Hatch Foreman	12	20.685	20.890	21.205
Winchman	9	19.845	20.045	20.345
Truck Op. (Ships Side)	8	19.640	19.835	20.135
Truck Op. (Ships Hold)	7	19.400	19.595	19.890
Signalman	5	18.920	19.110	19.395
Carpenter	5	18.920	19.110	19.395
Water & Utility Man	6	19.150	19.340	19.630
Pointer	4	18.685	18.870	19.155
Men in Holds	3	18.480	18.665	18.945
Slingman	3	18.480	18.665	18.945
Dunnage Man	3	18.480	18.665	18.945
Lunchroom Attendant & Cleaner	2	18.245	18.425	18.705
Head Checker	10	20.145	20.345	20.650
Checker - Slingman	5	18.920	19.110	19.395
Asst. Tacklekeeper	8	19.640	19.835	20.135
Ret. Tacklekeeper	N.A.	20.26	20.46	20.77
<u>Paper Storage Shed</u>				
Truck Operator	7	19.400	19.595	19.890
Lunchroom Attendant & Cleaner	2	18.245	18.425	18.705

<u>Classifications</u>	<u>JCP Class</u>	<u>May 1, 1993</u>	<u>May 1, 1994</u>	<u>May 1, 1995</u>
<u>General Stevedoring</u>				
Diesel Crane Op. (Own Repairs)		20.08	20.28	20.58
Carpenter Second Class		19.50	19.70	20.00
Rough Carpenter		18.80	18.99	19.27
Off Handler		18.63	18.82	19.10

**Note:**

5¢ per hour over regular rate to be paid when loading Caustic Soda for Grand Falls.

<u>Concentrates</u>				
Foreman (Shedding)		19.56	19.76	20.06
Foreman (Shiploading)		19.72	19.92	20.22
Crane Mn (Shedding)		19.63	19.83	20.13
Crane Mn (Shiploading)		19.63	19.83	20.13
Crane Mn (Own Repairs)		19.68	19.88	20.18
Ore Shed Labourers		18.41	18.59	18.87
Washroom Attendant		18.05	18.23	18.50

<u>Electricians</u>				
Leading Hand*		23.95	24.19	24.55
Electrician, First Class*		23.42	23.65	24.00
Electrician, Second Class		19.98	20.18	20.48
Electrician, Helper "A"		19.48	19.68	19.98
Electrician, Helper "B"		18.92	19.11	19.40
Labourer		18.05	18.23	18.50

**\*Trades Flexibility: 'Day Workers**

Effective on the first Sunday following ratification of the Collective Agreement (Oct. 14, 1990)

Tradesmen - Class A and above 50¢ per hr.  
 Tradesmen - Class B and above 25¢ per hr.  
 Tradesmen - Class C and above 15¢ per hr.

<u>Classifications</u>	<u>JCP Class</u>	<u>May 1, 1993</u>	<u>May 1, 1994</u>	<u>May 1, 1995</u>
<u>Trades Classifications</u>				
Carpenter "A"*		22.76	22.99	23.33
Tacklekeeper*		22.82	23.05	23.40
Leading Hand Truck Mtce.*		23.74	23.98	24.34
Truck Mtce. Mechanic "A"*		23.42	23.65	24.00
Truck Mtce. Mechanic "E"		19.81	20.01	20.31
Truck Mtce. Mechanic Helper		18.92	19.11	19.40
 <u>General Cargo Unloading</u>				
Hatch Foreman		19.56	19.76	20.06
Winchman		18.84	19.03	19.32
Men in Holds		18.32	18.50	18.78
Men on Wharf		18.32	18.50	18.78
Water Boy		18.05	18.23	18.50
Wharf Foreman (Sulphur, etc.)		19.66	19.86	20.16
 <u>Mooring and Unmooring Ships</u>				
Foreman		19.27	19.46	19.75
Men Handling Lines		18.60	18.79	19.07

\*Trades Flexibility: Day Workers  
 Effective on the first Sunday following ratification  
 of the Collective Agreement (Oct. 14, 1990)  
 Tradesmen - Class A and above 50¢ per hr.  
 Tradesmen - Class B and above 25¢ per hr.  
 Tradesmen - Class C and above 15¢ per hr.

<u>Classifications</u>	<u>JCP</u>	<u>May 1,</u>	<u>May 1,</u>	<u>May 1,</u>
	<u>Class</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>

General Stevedoring

Foreman Wharf				
Crane Repairs	19.64	19.84	20.14	
Diesel Shovel Operator	19.43	19.62	19.91	
Piledriver Operator	18.55	18.74	19.02	
(Wharf Repairs)	18.63	18.82	19.10	
Pile Head Mn	18.54	18.73	19.01	
Rock or Concrete Buster	19.54	19.74	20.04	
Riveter	19.54	19.74	20.04	
Rivet Heater	19.54	19.74	20.04	
Bucker-up	19.54	19.74	20.04	
Painter, Class "A"	19.54	19.74	20.04	
Painter, Class "B"	19.16	19.35	19.64	

Note: Painter using spray gun, 5¢ over regular rate.

<b>Mason, Class "A"</b>	<b>20.08</b>	<b>20.28</b>	<b>20.58</b>	
Mason, Class "B"	19.81	20.01	20.31	
Labour Foreman	18.36	18.54	18.82	
tabourer	18.05	18.23	18.50	

APPENDIX "H"

COMPANY'S MILL RULES

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

Rule 1 - Fire Reporting

To report a fire, dial 2222.

Rule 2 - Bulletin Boards

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



Rule 3 - Smoking

Smoking is permitted in areas so designated.

Rule 4 - Parking Areas

Parking areas are as designated by the Company.

Rule 5 - Safety Measures

- (a) Cleanliness: Everything in or about the Plant must be kept clean and in good order, and each employee is responsible for the condition of that part of the Plant under his control. The manner in which every employee conducts himself with respect to cleanliness of his working areas reflects his appreciation of his job and his willingness to cooperate with his fellow workers.
- (b) Clothing:
  - i) Employees must not wear loose clothing which might become entangled in the machinery.
  - ii) Safe footwear must be worn at all times. Employees must not work barefooted.

- iii) All clothes not in use shall be kept in lockers where provided, for all purposes.
- (c) Danger Signs: Danger signs must be used whenever necessary.
- (d) Dangerous Work:
  - i) Employees must acquaint themselves fully with their duty, and the hazards of same. They are not expected to perform dangerous work.
  - ii) Dangerous practices are prohibited.
  - iii) Instructions for starting and stopping machines must be followed strictly. "Do Not Start" tags must be used as prescribed.
- (e) Defective Machinery: Employees must immediately report any defects in machinery to their foreman.
- (f) Electrical Equipment: No one but a qualified employee of the Electrical Department is to make repairs on electrical equipment or do electrical installation work. It is understood and agreed that work done on equipment carrying 220 volts or over will require two or more men at all times.

- (g) Goggles: Goggles must be worn when performing any operation where known dangers to the eyes exist.
- (h) Safeguards: Safeguards must not be removed except by order of a foreman. If it is found necessary to remove them they must be replaced before starting or the reasons for not doing so reported to the foreman.

#### Rule 6 - Accidents

- (a) All accidents, no matter how slight, must be reported at once by the injured employee, or by a witness, to the foreman.
- (b) It is the responsibility of the employee's foreman to forward a written accident report in detail to the Safety Co-ordinator immediately when an accident occurs.
- (c) First Aid must be obtained for every scratch or wound of any kind, where the skin is broken or punctured.
- (d) In case of a serious injury the Port Superintendent must be notified immediately, and he will make arrangements for medical attendance or transference of the injured employee to the hospital.

- (e) If the Port Superintendent is not available, arrangements for medical attention may be made with a doctor or the hospital direct.
- (f) Failure to comply with the above procedure may subject the employee responsible to disciplinary measures and might possibly jeopardize the compensation settlement of the injured employee.

#### Rule 7 - Medical Examination

All applicants for work are required to bring a certificate of fitness, signed by a medical practitioner, to the Employment Office before they start working for the Company. All illness should be reported to a doctor immediately. Re-examination of employees may be required by the Company from time to time should indications warrant such re-examination.

#### Rule 8 - Security Officers

In the policing and protection of the Company's property, Security Officers are the direct representatives of Management. ALL employees must respect their position and the authority vested in them.

APPENDIX "I"

ABITIBI-PRICE INC.

LOCAL ADJUSTMENT ITEMS

C.P.U. - LOCAL 161

1. Company **agrees** to incorporate the twelve (12) hour shift language in the Collective Agreement under Appendix 'K'.
2. Company .agrees to install 3 exhaust wall fans in the Paper Shed by Sept. 30/93.
3. Company agrees that the upper lunch room will be painted as required. The first painting **will** **be** completed by June 30/93.
4. Company agrees to investigate the use of a small holding tank as a reservoir for toiler facilities in the upper lunch room.
5. Company agrees to keep holes in the **shed** floor repaired.
6. Company agrees **not** to store paper **too** close to fire Lane.

7. Company agrees to repair the **door** in the old loading bay in the paper **shed** by June 30/93.
8. Company agrees to **set up** a union-management task **force** to look into proper guidelines for the ~~stoving~~ of paper in the shed. This task force will be in place by May 31/93.
9. Company agrees to provide one pair of coveralls per year **to** employees in the mechanical trade. Employees are responsible for the cleaning of such coveralls,
10. Company agrees to **make** current door easier to open by the installation of an ~~electric~~ motor by June 30/93,
11. Company agrees the pedestrian door in the paper shed will be locked after hours and the electrician **on** call ~~provided~~ **with** a key for after hour call-ins.
12. Company ~~agrees~~ to install a wall mounted exhaust ~~fan~~ over **the** battery charging area by Sept. 30/93.
13. Wage stabilization - ~~shiploading~~ (Responded to by letter).

14. Company agrees to change the qualifying time for vacation eligibility for casual workers to 75% of the available working days during the previous payroll year as per Art. 23:02 of the Collective Agreement.
15. Company agrees that the emergency exit door leading from the lunchroom will be always accessible.
16. Company agrees that the shift foreman will have access to gloves, hat liners, eye & ear protection and lunchroom supplies.
17. Company agrees that the propane powered stacker truck that had been damaged by fire will be repaired by March 31/93. Company agrees that when the diesel forklift has to be started in the shed, a flexible hose will be used to exhaust the truck to the atmosphere.
18. Company agrees to implement training for the Back Checker, Winchman and Water & Utility classifications beginning with the first ship to arrive after May 1, 1993.
19. Company agrees that employees will be permitted in the stevedore's office only with permission from the Stevedore Foreman and Hatch Foreman.

20. Company agrees to paint the shiploading crews' lunchroom as **required**. The **first** painting will be completed by June 30/93.
21. The Resident General Manager will advise by 15 March 1993 the date for the meeting with Montreal Shipping to discuss the Union's concerns.
22. Company agrees that when downsizing of a crew during shiploading activity, when such is required within an 8-hour shift, **the** employee effected **by** such downsizing will not have **his** rate of pay changed.
23. Company agrees to adjust the labour rate to \$18.05 to make it consistent with the mill workers.
24. Company agrees to relocate the Back Checkers' office by October 31/93. A suitable location will have to be determined.
25. Company agrees to purchase two (2) twenty foot extension ladders by 30th **April** 1993 for use solely by shiploading crews. These ladders will be locked and the Hatch Foremen supplied with keys. It will be their responsibility to see that **the** ladders **are** returned to their location **and** locked after use.



26. Company agrees to purchase one (1) new heater for the Winchmen and Signalmen by 31st March 1993 and will maintain the existing heaters for winter operation.
27. Company agrees to provide 2 tents by March 31/93 for use by Signalmen.
28. Company agrees that on sideloaders, when loading clamp trucks and batteries through the top of the hatch and when manually operating the elevators, a Winchman will be hired.
29. Company agrees to set up a joint union-management committee with representatives of the propane supplier to deal with the present location of the propane storage facility in regards to safety, etc.
30. Company agrees that the Port Superintendent will investigate the proper procedure for exiting the tween deck and will make recommendations for corrective action by 28th February 1993.
31. The concern about distorted floors on the ships' tween decks will be investigated. (This can be a subject for the meeting referred to in #21 above.)

32. Company agrees to install an exhaust wall fan in the upper lunchroom by March 31/93.
33. Company agrees to install three exhaust wall fans in the Paper Shed by Sept. 30/93.
34. Wage stabilization - shiploading.  
(Responded to by letter)
35. Company agrees to increase the size of the existing smoking shelters by 30th April 1993.
36. This Local Issue was completed with the installation of additional ductwork. An exhaust fan is in place and can be activated by the employees as required.
37. Company agrees to maintain the wharf, stairways, walkways and doorways in a safe condition - free of snow, ice and debris.
38. Company agrees to train 2 additional relief for the Salaried Non-Union Foremen. Candidates will be selected from the Senior Hatch Foremen.
39. Company will, during the summer of 1993, investigate the cost and feasibility of resurfacing the wharf with asphalt. In the meantime, Company will keep the existing surface in repair.

40. Company will repair or replace seats on electric trucks as deemed necessary.
41. Company agrees to investigate the use of small pieces of plexiglass on the sides of the stackers to keep heat concentrated around the operators.
42. The Company agrees that one additional Shed Truck Driver will be added for each shift, during which time four paper transport trucks are hauling paper to or from Botwood.
43. The Company will investigate the feasibility of using wall fans in the Paper Shed.
44. The Company will comply with the Dept. of Highway regulations re paper trucks being overloaded.
45. If during a mill shutdown paper is still being shipped to Botwood, the Company agrees that Botwood will shut down when all the paper is shipped.
46. The Company agrees that in the event a paper boat is in Port on New Year s Eve, 4:00 p.m. December 31st to 4:00 p.m. January 1st, the Company will request volunteers to load the boat during this period.

47. The Company will investigate the possibility of using a portable heat source in the ship's hold during winter operations.
48. The Company will review with Montreal Shipping the problems with the ladders on the Macado and Concord.
49. The Company agrees that worn out gloves will be exchanged as required.
50. The Company agrees that Truck Drivers will stay in the Line of Progression.
51. At the present time, Calvin Rowe and John Roberts are relieving the Salary Foreman for vacation and/or sickness. The Company agrees that should additional relief be required, the relief will be offered to the senior Hatch Foreman. Performance evaluations will be made every two weeks over a three month working period.
52. The Company agrees that where practical safety pins will be placed in hatch covers.
53. The Company agrees to have the windows cleaned in the cranes before loading starts.

54. The Company agrees that two medium rolls or longer are not to be carried at one time in a clamp truck. A medium roll is considered as 100 cm or more.
55. The Company agrees that the 4% vacation pay will be paid by the end of January.
- '56. The Company agrees to look for a reasonable and viable method of heating the electric trucks,
57. The Company agrees that outside work, with the exception of Caustic loading, will be performed by the most senior man from the shiploading crew.
58. The Company agrees to review the manpower requirements necessary to load paper by hand aboard vessels that contain a mixed cargo and to hold further discussions in Botwood with representation of Local 161 during the Loading of the next vessel where these conditions exist.
59. Company agrees that employees who qualify for vacation and who work at least 50% of the available time on a 48-hour week classification in the previous payroll year will be entitled to 48 hours pay for each week of vacation credit. This will apply to employees promoted from a 48-hour week classification to a regular 40-hour week classification.

60. The Company agrees that should a Trucker be required to assist a Checker or Back Checker, a Trucker from the ship's loading crew will be assigned.
61. The Company agrees to deduct Municipal Taxes through payroll deductions for employees who make such request, to a maximum of \$15.00/week.
62. Call of Replacement:  
If a boat arrives and starts loading on the 4-12 tour, required replacements will be called from the 8-4 tour, on seniority, to work as replacements where required. If a boat arrives and starts loading on the 12-8 tour, required replacements will be called from the 4-12 tour, on seniority, to work as replacements where required.

If a boat is finishing on the 8-4 tour, replacements will be called from the previous days 4-12 tour, and if the boat is finishing on the 4-12 tour, replacements will be called from the previous days 12-8 tour.

Those called in are to work as replacements as required.

In the interpretation and administration of the foregoing

language respecting replacements, none of the language providing for notice of call, notice of release of any premium payments provided for by any article of the Agreement, is applicable.

63. Company agrees that work on watching the pipe lines during tanker unloading will be performed by members of Local 161.
64. The Company recognizes the discomfort to the winchman caused by lower temperatures during the winter and is aware that the duties of the classification require him to remain standing in one place for long periods of time. It is therefore agreed that if heat, sufficient to relieve the discomfort is not in place by November 1, 1980, an additional man will be added to the crew during the months of November, December, January, February and March, to provide crew relief as required.
65. The Company agrees that regular employees presently absent on L.T.D. will be replaced by the senior employees from Local 161 Spares List.
66. Vacancies occurring in the Mechanical section of Local 161 jurisdiction will be filled in the same manner as they have been in the past.

If an employee from Botwood Local 161 is successful in his application for a posted electrical apprenticeship within the jurisdiction of IBEW 512 at Grand Falls and if, following completion of his apprenticeship contract, he is not hired as a journeyman, he shall have the right to return to the Botwood Local 161 jurisdiction and his total Company seniority/service (Local 161 and IBEW 512) will be used for all purposes.

67. The Company agrees to maintain an adequate supply of coveralls at Botwood for the use of winchmen while excessively dirty ships are being loaded. When the coveralls are returned following departure of such vessels, they will be cleaned and stored for future use.
  
68. The Company proposes the establishment of a joint union-management task force, pursuant to Section 5 of the July 18, 1983 "Manning of Paper Loading Crews" Agreement. This task force will review the feasibility of a crew reduction on all ships, in connection with an early retirement incentive program similar to the one implemented in 1983.



8 June 1982

APPENDIX "J"

LETTER OF INTENT

Mr. Arch Hancock,  
President, Local 161,  
Canadian Paperworkers Union,  
BOTWOOD, Newfoundland,

Dear Mr. Hancock:

This will confirm our discussion on the interpretation and application of Article 15:03:04 of the Collective Agreement as amended.

Shutdown time referred to will not be for less than twenty-four (24) hours. If additional shutdown time is required, it will be in eight (8) hour periods.

The Company hereby advises that if it is possible, without cost to the Company, to extend the eight (8) hour periods referred to above to twenty-four (24) hours, it will do so.

Yours truly,

D.D. Munro,  
Resident General Manager.

DDM/w

cc: E.Gravefell - V.P. Region I, C.P.U.  
A. Kelly - National Representative,  
D.J. Murphy  
R.J. Cater

ABITIBI-PRICE INC.  
Grand Falls Div.

and  
COMMUNICATIONS, ENERGY & PAPERWORKERS  
UNION OF CANADA  
Local 161

APPENDIX "K"

TWELVE HOUR SHIFTS

1. HOURS OF WORK

The schedule of hours for four workers on 12-hour shifts shall be from 8:00 a.m. to 8:00 p.m., and 8:00 p.m. to 8:00 a.m. An employee will not be required to work in excess of sixteen (16) hours in any twenty-four hour period.

2. SHIFT DIFFERENTIAL

Shift differential will be paid as follows:  
8:00 a.m. to 8:00 p.m. 0¢ per hour  
8:00 p.m. to 8:00 a.m. 67¢ per hour

3. VACATION WITH PAY

Days worked for vacation qualification is to be administered as "at least 90 per cent of the available working days during the previous payroll year."

It is understood that a week's vacation will consist of eight (8) consecutive calendar days beginning on the first of an employee's 4 scheduled working days.

STATUTORY HOLIDAYS (Art. 21:00)

- (a) An employee who works on a statutory holiday shall receive statutory holiday pay of twelve times his regular straight time rate (24 straight time hours for the Labour Day shutdown) and, in addition, shall be paid:
  - (i) at the rate of time and one-half for the first twelve (12) hours worked on Labour Day, Christmas Eve and Dec. 27 statutory holidays, and
  - (ii) at the rate of double time for all hours worked in excess of twelve (12) on Labour Day, Christmas Eve and Dec. 27 statutory holidays, and
  - (iii) at the rate of double time for all time worked on the Christmas Day and Boxing Day statutory holidays.
- (b) An employee who has worked on a statutory holiday shall be entitled to take a day off later, without pay, at a time mutually agreed to by the employee and his department head. While this later day off will be without pay, an employee may, at his option, defer receipt of his statutory holiday pay referred to at #4 (a) to coincide with this later day off.

(c) An employee who does not work on Christmas Eve, Christmas Day, Boxing Day or Dec. 27 statutory holidays shall receive statutory holiday pay as follows:

(i) 8 times his regular straight time hourly rate for any of the above holidays which coincide with one of his regularly scheduled days off.

(ii) 12 times his regular straight time hourly rate for any of the above holidays which coincide with one of his regularly scheduled working days.

(d) An employee who does not work on the Labour Day statutory holiday (12:00 a.m. Monday to 8:00 a.m. Tuesday) will receive statutory holiday pay as follows:

(i) 16 times his regular straight time hourly rate if one of his regularly scheduled days off coincides with the statutory holiday period of 8:00 a.m. Monday to 8:00 a.m. Tuesday.

(ii) 24 times his regular straight time hourly rate if one of his regularly scheduled working days coincides with the statutory holiday period of 8:00 a.m. Monday to 8:00 a.m. Tuesday.

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

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

5. **BONUS HOLIDAYS** (Art. 22:00)

A maximum of 48 hours will be paid to each employee for bonus days in a calendar year. Employees, who qualify, will be paid 8 hours' pay as outlined in Article 22:01 for each bonus day.

6. **RATE OF PAY**

(a) Regular straight time rates plus shift differential, if applicable, shall be paid for all hours, worked during a twelve hour shift.

(b) Time and one-half shall be paid for all consecutive hours worked in excess of twelve (12) hours, except as specified in 16:01 (a) & (b) .

(c) Time and one-half shall be paid for the first 12 hrs. worked between 8:00 a.m. Sunday and 8:00 a.m. Monday, and double time shall be paid for all hours worked in excess of 12 hrs. during the same time period.

7. FUNERAL LEAVE (Ref. Art. 24)

For each scheduled working day during which the employee is absent, he will be paid eight (8) or twelve (12) hours at his regular straight time rate. The maximum funeral payment will be in the application of:

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

8. REPLACEMENTS & LOCAL 161 SPARES' LISTING

Tour Worker Relief:

- (i) Qualified relief **must** be available when required.
- (ii) A relief employee, who has been assigned on a temporary basis (one week or longer) to one of the four (4) regular crews, will follow the schedule of the employee he is replacing.
- (iii) Vacancies of periods less than one week will be as follows:
  - (a) If there is no boat loading, relief will come from the senior truck operator who will work the 12-hour shift or shifts.
  - (b) If the boat is loading, relief for 12 hours will come from the senior truck operator on shift, the crew will be upgraded and the bottom job will be filled from the spares' list. When the

boat loading shift changes the senior truck operator on that shift will relieve in the shed position for the balance of the shift (4 hours). The crew will be upgraded and the bottom job will be filled from the spares' list. When the shift is completed in the shed the senior truck operator will return to his own position on the boat loading and everyone will bump back in the line of progression. The spares' list employee will then be laid off.

9. The 12-hour shift schedule applicable to this trial period is attached.

10. EXCHANGING DAYS Off OR SHIFTS WHILE ON 12-HOUR SCHEDULE

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

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

ABITIBI-PRICE INC.  
Grand Falls Division

APPENDIX "L"

PENSION PLAN SUMMARY

A WORD ABOUT THIS SUMMARY

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

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

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

INTRODUCTION

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



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

### ELIGIBILITY

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

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

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

### PARTICIPATION DURING EMPLOYMENT

#### Contributions

Each member of the Plan contributes by payroll deduction. The amount is 5% of regular earnings minus the amount contributed to the Canada or Quebec Pension Plans.

Effective January 1, 1994 the amount of employee contributions changes to 3.5% of regular earnings up to the Yearly Maximum Pensionable Earnings (YMPE) under the Canada Quebec Pension Plan, and 5% of regular earnings in excess of the YMPE.

Contributions to the Company Plan are a eligible deduction for income tax purposes. The maximum pension contribution is subject to Revenue Canada's maximum of the lesser of 9% of regular earnings, or \$1,000 plus 1 times the pension earned during the calendar year.

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

#### Pensionable Service

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

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

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

Continuous Service

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

Normal Retirement

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

NORMAL RETIREMENT BENEFITS

The following formula is used to calculate your pension:

$$\begin{aligned} & 1.65\% \times \text{Final Average Earnings} \times \text{Pensionable Service} \\ & \quad \text{MINUS} \\ & \quad 1/35 \times \text{Canada/Quebec Pension Plan Benefits} \times \\ & \quad \text{Pensionable Service since Jan. 1, 1966 (max. 14 yrs.)} \\ & \quad \text{EQUALS} \\ & \quad \text{Annual Pension (payable for your life, but} \\ & \quad \text{guaranteed no Less than five years)} \end{aligned}$$

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

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

If you retire before age 65, the amount of your pension is affected in various ways depending on all the circumstances that apply in your case. Here are some examples:

Age 55 or later, with Less than 20 years service

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

For example, if you retire when you are 5 and 6 months, or 102 months early, your normal pension will be reduced by  $102 \times \frac{1}{2}\%$  or 51%. That is, you will receive 49% of the normal pension.

Ages 55 or 57, with 20 years' service

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

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

(pro-rate between ages when necessary)

ages 58 to 64

If you have reached age 58 and accumulated at least 20 years of continuous service, you may retire on the first day of any month prior to your normal retirement date. The pension you have earned to-date will not be reduced. However, it will be subject to Revenue Canada's maximum pension rules for early retirement for pensionable service after December 31, 1991. If the sum of the retiree's age and service is less than 80, the pension accrual with respect to pensionable Service after December 31, 1991 will be reduced  $\frac{1}{2}$  of 1% for each complete month by which early retirement precedes the earlier of the day on which the retiree attains age 60, or the day on which the retiree's age plus service would have totalled 80.

SUPPLEMENTARY RETIREMENT ALLOWANCE (BRIDGING)

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

Age 60 - \$15.00 times the number of years of service

Age 58 - \$28.00\* times the number of years of service (reduces to \$15.00 on the first day of the month after you reach age 60)

\* Note: this increases to \$30.00 for those who retire after May 1, 1996.

2. If you retire early, having reached age 55, but not age 58, and with at least 20 years of continuous service, you are entitled to a supplementary "bridging" payment. It is based on the number of years of service you have when you retire (as defined below), to a maximum of 30 years. This monthly payment will equal, \$28.00\* times the number of years of service (reduces to \$15.00 on the first day of the month after you reach age 60). The amount of the supplementary "bridging" payment will be reduced to reflect the number of years before age 58 that your retirement occurs by the following formula:

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

(pro-rate between ages when necessary)

\* Note: this increases to \$30.00 for those who retire after May 1, 1996

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

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

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

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

### SABILITY PENSIONS

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

#### Stay on long term disability

If you decide to stay on the LTD Plan, pensionable service will continue to accrue as if you were at work. Pensionable earnings for the time you are receiving disability benefits will be based on your monthly earnings in the last complete month you worked before becoming disabled.

#### Retire early

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

- if your disability is total and permanent (you are incapable of doing any work), OR if you are permanently

unable to do your own job and have reached age 62, OR if you have accumulated 20 years of continuous service. In these cases, you are entitled to the full pension earned up to the time of your retirement; it is not reduced.

- if you are permanently disabled from doing your own job BUT the above age and service conditions are not met, your pension will be reduced to take into account your age and normal life expectancy.
- if you retire under the disability clause, the amount of government pension benefit used in the calculation will be the maximum pension which applied to those who retired at age 65 in the year in which you became disabled.

#### OPTIONAL FORMS OF PENSION INCOME

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

However, if you have a spouse or common-law spouse, with whom you are living on your retirement date, you must elect a life pension with 60% continuing for the rest of



your spouse's life following your death. If you want to elect a different option your spouse must complete a form waiving the right to a 60% joint and survivor option.

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

1) Joint and survivor

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

2) Life only - no guarantee period

Provides for larger payments than the normal option, but the pension payments cease when you die regardless of the number of payments you had received.

3) Life pension - guaranteed 10 or 15 years

Similar to the 5-year guarantee option offering life pensions, but guaranteed for either 10 years (120 payments) or 15 years (180 payments). These options provide a lower monthly payment than the 5-year guarantee option because the guarantee periods are longer.

4) Integration with Canada or Quebec Pension Plan benefits and Old Age Security benefits

If you retire before age 65, you may choose to receive an increased Company pension from the time you retire until government benefits become available at age 65. But at 65, the amount of Company pension is reduced by an amount equal to the government pension in effect at your date of retirement.

COST OF LIVING PROTECTION

Basic pensions have been adjusted annually, on the anniversary of the retirement date, for employees who have retired since May 2, 1982. These adjustments were in effect up to and including May 1, 1993. No special adjustments will be made to basic pensions in payment between May 2, 1993 and May 1, 1996. Between May 2, 1996 and May 1, 1998 the special adjustments will be reinstated.

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

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

DEATH AND TERMINATION BENEFITS

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

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

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

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

Termination (benefits earned before January 1, 1987)

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

Less than ten years of continuous service: a refund of contributions with interest - in cash or transferred to an RRSP, OR a vested

deferred pension payable at age 65, OR the lump sum present value of the pension transferred to an RRSP.

Termination (benefits earned after January 1, 1987)

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

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

Notes

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

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

Death Benefits (earned before January 1, 1987)

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

Death Benefits (earned after January 1, 1987)

The beneficiary receives the lump sum value of the deferred pension earned after January 1, 1987 - plus the excess employee contributions, that is, any excess of employee contributions made after January 1, 1987 (with interest) that are more than 50% of the lump sum present value. If the beneficiary is the spouse, the refund may be taken in the form of a life pension.

OTHER SOURCES OF RETIREMENT INCOME

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

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

The amount of your pension from the Canada or Quebec Pension Plan will depend on your earnings during your career and on the number

of years you contribute to the plan. You and the Company contribute equally, a percentage of your salary up to a level set by the government each year.

The Old Age Security program pays the same benefit to all Canadians over age 65 including your spouse, subject to certain Canadian residency requirements. All or a portion of these payments may have to be repaid to the government if your annual income exceeds an amount determined by the government each year. (In 1993, persons with net income exceeding \$53,215. must repay 15% of excess net income, up to the full OAS amount.)

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

(Pension Summary - Cont'd)

Appendix A

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

(1) Normal Retirement at age 65

Employee Data

Date of Birth	May 15, 1928 (age 65)
Joined Plan:	August 1, 1961
Date Hired:	February 1, 1961
Normal Retirement Date:	June 1, 1993

Service

<u>Continuous Service</u> (assume uninterrupted)	
from Feb. 1/61 to May 31/93	32.33 years
<u>Pensionable Service</u>	
from Aug. 1/61 to May 31/93	31.83 years
from Jan. 1/66 to May 31/93	27.42 years (max.14)

Canada/Quebec Pension Plan

The maximum government pension benefit to which an employee age 65 is entitled, by virtue of earnings and number of years during which contributions were made to the government plan, for the year in which the member retires from the Pension Plan. For the year 1993 the maximum C/QPP pension benefit is \$8,008.32.

Final Average Earnings

Best year	\$ 46,030
2nd best year	43,499
3rd best year	41,106
4th best year	40,079
5th best year	39,077
Total	\$209,791

Final Average Earnings = \$209,791 / 5 = \$41,958.20

Pension Calculation

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

$1.65\% \times \$41,958.20 \times 31.83 \text{ years} = \$22,036.24$

Minus  $1/35 \times C/QPP \times$  Pensionable Service since Jan. 1/66 (maximum 14 years):

$1/35 \times \$8,008.32 \times 14 \text{ years} = \$3,203.33$

Normal annual pension is  $\$22,036.24 - 3,203.33 =$   
 $\$18,832.91$

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

Employee Data

Date of Birth: July 1, 1934 (age 58 and 11 months)  
Joined Plan: March 1, 1969  
Date Hired: September 1, 1967  
Early Retirement Date: June 1, 1993

Service

Continuous Service (assume uninterrupted)

from Sep. 1/67 to May 31/93 25.75 years

Pensionable Service

from Mar. 1/69 to May 31/93 24.25 years

Canada/Quebec Pension Plan

993 benefit level: \$8,008.32



Final Average Earnings

1st best year	\$ 45,800
2nd best year	43,370
3rd best year	40,910
4th best year	39,820
5th best year	38,840
Total	<u>\$208,740</u>

Final Average Earnings =  $\$208,740 / 5 = \$41,748.00$

Pension Calculation

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

$$1.65\% \times \$41,748.00 \times 24.25 \text{ years} = \$16,704.42$$

Minus  $1/35 \times C/QPP \times$  Pensionable Service since Jan. 1/66 (maximum 14 years):

$$1/35 \times \$8,008.32 \times 14 \text{ years} = \$3,203.33$$

Normal annual pension is  $\$16,704.42 - 3,203.33 =$

**\$13,501.09**

(unreduced because age 58 or over and more than 20 years of continuous service.)

Since the member is age 58 or over and has more than 20 years of continuous service, a monthly supplementary payment (bridging supplement) will be payable until age 65 or death whichever occurs first. The supplement, payable from retirement date to the month following age 60, is \$28 per month (\$30 per month for retirements after May 1, 1996) for each year or partial year of pensionable service at the time of retirement (to a maximum of 30 years). In this case the monthly amount will be  $\$28 \times 24.25 \text{ years} = \$679.00$  per month. From age 60 to 65 the supplement is \$15 per month for each year or partial year of pensionable service at the time of retirement (to a maximum of 30 years). In this case the monthly amount will be  $\$15 \times 24.25 \text{ years} = \$363.75$ .

For employees who were members of the Retirement Income Plan for Employees of Abitibi-Price Inc. and its Subsidiary and Associated Companies the supplemental payments from retirement date to age 60 would be based on completed years of continuous service, \$28 x years = \$700.00 per month. From age 60 to age 65 would be \$15 x 25 years = \$375.00 per month.

(iii) Early Retirement Between Ages 55 and 58 With Years of Continuous Service

Employee Data

Date of Birth: May 15, 1937 (age 56)  
Joined Plan: April 1, 1970  
Date Hired: August, 1969  
Early Retirement Date: June 1, 1993

Service

Continuous Service (assume uninterrupted)  
from Aug. 1/69 to May 31/93 3.83 years  
Pensionable Service  
from Apr. 1/70 to May 31/93 23.17 years

Canada/Quebec Pension Plan

1993 benefit level: \$8,008.32

Final Average Earnings

Best year	\$ 45,600
2nd best year	43,150
3rd best year	40,710
4th best year	39,550
5th best year	38,610
Total	\$207,620
Final Average Earnings	= \$207,620 / 5 = \$41,524.00

Pension Calculation

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

$$1.65\% \times \$41,524.00 \times 23.17 \text{ years} = \$15,874.83$$

Minus  $1/35 \times C/QPP \times$  Pensionable Service since Jan. 1/66 (maximum 14 years):

$$1/35 \times \$8,008.32 \times 14 \text{ years} = \$3,203.33$$

Normal annual pension is  $\$15,874.83 - 3,203.33 =$   
 $\$12,671.50$

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

This employee is age 56 years, 0 months and the early retirement date precedes the attainment of age 58 by 24 months. Therefore, the pension is reduced by 24 months  $\times 1/2\% = 12\%$  (the reduced pension is 88% of the normal annual pension).

Reduced Normal Pension is  $\$12,671.50 \times 88\% =$   
 $\$11,150.92$

Since the member is between the age of 55 and 58 and has more than 20 years of continuous service, a reduced monthly supplementary payment (bridging supplement) will be payable until age 65 or death whichever occurs first. The supplement from retirement date to the month following age 60 is \$28 per month (\$30 per month for retirements after May 1, 1996) for each year or partial year of pensionable service at time of retirement (to a maximum of 30 years) reduced by 2/3 of 1% for each month (8% per annum) by which the early retirement date precedes the attainment of age 58. In this case the reduction for retiring 24 months before the attainment of age 58 would be 24 months  $\times 2/3\% = 16\%$  (the reduced

supplement is 84% of the earned supplement) and therefore the supplementary payment will be \$28 x 23.17 years x 84% = \$544.96 per month. From age 60 to 65 the supplement is \$15 per month for each year of partial year of pensionable service at the time of retirement (to a maximum of 30 years) reduced by 2/3 of 1% for each month (8% per annum) by which the early retirement date precedes the attainment of age 58. In this case the monthly amount will be \$15 x 23.17 years x 84% = \$291.94.

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

Pension Summary - Cont'd.

Appendix B

Termination Example

An employee terminates June 1, 1993 with Final Average Earnings of \$40,000, at the age of 34 Years 5 months, after 3.25 years of plan membership.

$$.65\% \times 3.25 \text{ years} \times \$40,000 - 3.25/35 \times \$8,008.32 = 1,401.37$$

The employee is entitled to an annual pension of 1,401.37 payable at age 65.

Commuted value of annual pension = \$1,684.02

Employee contributions with interest = \$6,435.15

Calculation of Termination Benefit

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

$$\$1,684.02 \times 50\% = \$842.01$$

Employee receives a refund of excess contributions:

$$\$6,435.15 - 842.01 = \$5,593.14$$

Options

) Transfer the commuted value of \$1,684.02 to a "locked-in" RRSP; plus a cash refund, or transfer to an RRSP. Of the employee excess contributions of \$5,593.14.

) Elect a pension of \$1,401.37 a year at age 65 and a refund of \$5,593.14 in cash or transfer to an RRSP.

- 3) Elect a higher pension of \$1,401.37 a year plus the actuarially determined increase in pension calculated from the employees' excess contributions, of \$4,654.37\* per year, for a total annual pension at age 65 of \$6,055.74.

$$* \underline{5,593.14} \times 1,401.37 = 4,654.37$$

1,684.02

- 4) Transfer the commuted value of \$1,684.02 to another registered pension plan provided the new employer agrees to accept the transfer; plus a cash refund, or transfer to an RRSP, or transfer to another registered plan provided the new employer agrees to accept the transfer of the employee excess contributions of \$5,593.14.

190