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AGREEMENT	EFF.	93	01	01
	TERM.	96	12	31
BETWEEN	No. OF EMPLOYEES	155		
	NOMBRE D'EMPLOYÉS	82		

ABITIBI-PRICE INC.
STEPHENVILLE, NEWFOUNDLAND

AND

UNITED BROTHERHOOD OF
CARPENTERS, & JOINERS OF AMERICA
LOGGERS LOCAL 2564.

JANUARY 1, 1993
TO DECEMBER 31, 1996

Member of the
ABITIBI-PRICE
Group

DEC - 7 1993

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AGREEMENT

BETWEEN

**ABITIBI-PRICE INC.
STEPHENVILLE, NEWFOUNDLAND**

AND.

**UNITED BROTHERHOOD OF
CARPENTERS & JOINERS
OF AMERICA
LOGGERS LOCAL 2564**

**JANUARY 1, 1993
TO DECEMBER 31, 1996**

THIS AGREEMENT made at **Stephenville** in the Province of Newfoundland and Labrador this **31st** day of May, Anno Domini One Thousand Nine Hundred and Ninety-Three.

BETWEEN

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

AND

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOGGERS LOCAL 2564 (hereinafter called the "Union") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

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ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working and living conditions, and to ensure insofar as possible the safety and physical welfare of the employees, economy of operations, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively for the advancement of the conditions set forth herein.
- 1.02(a) In this Agreement, unless the context otherwise requires, the words "Employer" or "Employers" shall mean the Company and any non-working Contractor, i.e., a Contractor who is not an employee under this Agreement, bound by the Agreement, and of whom the Union has received written notice by the Company to the effect that he is to be treated as an Employer for the purpose of this Agreement.
- (b) For the purpose of Article XIII, the term "Contractor" shall mean a non-working Contractor who is an Employer as per Article 1.02(a).

ARTICLE II - TERM OF AGREEMENT

- 2.01 This Agreement shall become effective as of the first day of January 1, 1993, (except as otherwise provided) and shall remain in full force and effect to and including the 31st day of December, 1996 and from year to year thereafter, unless either party desires to change or terminate the Agreement, in which case the party desiring change or termination shall notify the other party in writing at least sixty (60) days prior to the end of December of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III - RECOGNITION AND JURISDICTION

- 3.01(a) The Employer recognizes the Union as the sole collective bargaining agency for all the employees of the Employer engaged on the licensed areas of Management Units 14, 15 and 16 or other Company operations on limits under the jurisdiction of the Stephenville Fibre Resources General Operations Superintendent in the Province of Newfoundland and Labrador, save and except Fibre Resources Manager, Assistant Fibre Resources Manager, Superintendents, Assistant Superintendents, General Foremen: Foremen, Assistant Foremen, Scalers, Assistant Scalers, Technical, Clerical and Office Staff. Guards, Towermen; Gatekeepers, non-working Contractors, non-working Sub-Contractors, and persons employed in Supervisory, Advisory or Confidential capacities. Owner-operators of trucks and owner-operators of mechanical equipment are covered by this Agreement, but the amount to be paid for the rental of trucks and other mechanical equipment is the exclusive function of the Employer and not subject to the Grievance Procedure.
- (b) For the rental of trucks or other mechanical equipment, the general wage increase will apply as for the rest of employees.
- 3.02(a) The Employer agrees that if contracts are made, such Contractors shall be required to apply all the terms of this Agreement, including the wage rates, i.e., it is understood and agreed between the parties hereto that any person who works on the Fibre Resources operations in any capacity referred to in the Wage Schedules attached hereto or any new classification to be added thereto under Article IV shall be considered to be an employee of an Employer for purposes of this Agreement.
- (b) It is further agreed that Contractors and/or Sub-Contractors who themselves work and any workmen whom they hire shall be considered employees of the Employer who awards such contracts, and the Agreement applies in the same manner as it does to other employees except as provided in Article XIII, Section 13.05(b).

- 3.02(c) Employees of Contractors engaged for the purpose of erecting structures outside the limits of the Company are not covered by this Agreement when such employees and the Contractor are bound by an Agreement with a Union or Unions affiliated with the Canadian Labour Congress.
- 3.03 Anyone performing work, except for the purpose of instruction, in case of emergency or casual assistance, as listed in the job classifications set out in the Wage Schedules, attached to and forming part of this Agreement, including new job classifications under Article IV, shall be considered employees of the Employer within the terms of this Agreement.
- 3.04 Supervisory personnel shall not perform work which would normally be a function of an employee listed in the job classifications covered by this Agreement, including new job classifications under Article IV, except for the purpose of instruction, in case of emergency or casual assistance.
- 3.05 The Employer reserves the right to select members of the Bargaining Unit to act as Sub-Foremen on any operations. Employees who are in this classification shall receive all terms and conditions of the Labour Agreement. However, the right of selection shall be vested exclusively with the Employer.
- 3.06 The jurisdiction area of Application under this Agreement shall be the Province of Newfoundland and Labrador and shall cover those job classifications listed in the Wage Schedules which are part of this Agreement including job classifications under Article IV.
- 3.07 The Employer shall not be asked to act upon and shall not be responsible for questions of jurisdiction which may arise between the Union and any other Union or Unions. It is also agreed that the Employer's operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other Union or Unions.

ARTICLE IV - RATES AND CLASSIFICATIONS

- 4.01 The Wage Schedules are attached hereto and form part of this Agreement.
- 4.02 For job classifications, and experimental jobs used in the procurement of wood fibre used in the manufacture of newsprint or for fuel, not listed in the attached Wage Schedules, the Employer shall set estimated of temporary rates of which the Union will be notified in writing within thirty (30) days from the date the new job commences. Any such rates will be based on comparison with the prevailing rates for similar and/or related occupations in the attached Wage Schedules. After a trial period of sixty (60) days, any such rate or rates shall be negotiated with the Local Union and, after such agreement is reached, it shall then become a part of the Wage Schedules and attached hereto. Upon failure to reach agreement on the rate or rates, the matter may be referred to Stage 3 of the Grievance Procedure. It is understood that the sixty (60) day period can be extended by mutual consent of the parties of this Agreement. The workmen concerned shall be entitled to all the benefits of the Agreement from the date the new job commences.
- 4.03 All rates under this Article may be made retroactive to the end of the trial period by an Arbitration Board.

ARTICLE V - UNION MEMBERSHIP

- 5.01 The Employer agrees that it is in favour of its employees, covered by this Agreement, becoming members of the Union and will facilitate Union membership solicitation as hereinafter provided.
- 5.02 All employees shall become members of the Union within seven (7) days from the date they begin work covered by this Agreement, as a condition of continued employment. All members shall maintain their membership in good standing as a condition of continued employment through the term of this Agreement. In the event of the Union having to suspend a member, the Company shall be notified by the Union, in writing, at least seven (7) days before such suspension.

- 5.03 It is the responsibility of the Union to notify the Employer: in writing, of any employee Who has refused to join the Union or any member who refuses to maintain his membership in good standing, and an Employer shall not be required to release an employee until notice in writing has been received. In the event of such release, the Company will not be required to issue the notice of lay-off as contained in Clause 12.08.
- 5.04 The Employer shall deduct each month? from the wages of each employee within the Union's jurisdiction, he regular monthly working membership dues of the Local Union and, on his behalf, remit the same to the Local Union.
- 5.05 If an individual employee, who is a member of the Union or wishes to become a member, so desires, the Employer agrees that it will, on his behalf, and upon his written request, deduct Union Initiation Fees and/or back dues from monies due him.
- 5.06 Remittance of al 1 deductions accompanied by an itemized list, in duplicate, showing the payroll number, name, S.I.N., address, date of birth, date of hire, and amount by individual and totals by camps or work areas, shall be sent to the Local Union as soon as possible: but, in any event, not later than two (2) weeks from the end of the calendar month in which it is deducted.
- 5.07 The Employer shall advise the Union from time to time of the Employer's labour requirements. When hiring additional employees, the Employer will give preference to Union members who have applied in writing within the previous six (6) months, and who are capable of doing the work required of them.
- N.B. This does not apply to employees with recall rights.
- 5.08 The Union shall furnish the Employer with a list of Local Officers and a List of Representatives and shall amend these lists promptly as changes occur.

- 5.09 **Union Representatives carrying proper credentials shall have the right to visit all Fibre Resources operations in connection with Union business as it pertains to the Employer's operations on conditions that said representative will abide by the regular rules and regulations of the Employer.- Credentials carried by the Union Representative shall consist Of a Certificate of Authority signed by the President and Secretary of the Local Union and Travel Permit signed by the Fibre Resources Manager of the Company. Accredited Union Representatives shall be provided with board and lodging, if available, on an Employer's premises at \$5.50 per meal. It is recognized that on commuter operations, a special situation is created making it necessary for the Union Representative to sign up men during working hours when this is possible without undue interference with production. In so doing, the Union agrees that said Union Representative shall have due regard for production.**
- 5.10 **Employment of any new employee shall considered as probationary until he has worked sixty (60) days within a six (6) month period. During the period of probation, any new employee who proves unsatisfactory in work performance may be disciplined up to release from employment without recourse to the Grievance Procedure. Notwithstanding the foregoing, upon hiring, new employees will be given ten (10) days to achieve a reasonable level of production and quality. Discharge for cause other than poor work performance may be subject to the Grievance Procedure.**

ARTICLE VI – ANNUAL VACATION

Vacation Time

- 6.01 The Employer shall grant vacation time off the employees covered by this Agreement in accordance with the following provisions. An employee's vacation entitlement in any calendar year is based on his accumulated seniority as of the end of the previous computer payroll year.
- 6.01(a) Less than 150 days ~ one (1) day vacation for each 30 days of seniority.
- (b) 150 – 900 days – two (2) weeks vacation.
- (c) 901 – 1,500 days – three (3) weeks vacation.
- (d) 1,501 – 3,200 days ~ four (4) weeks vacation.
- (e) 3,201 – 5,200 days ~ five (5) weeks vacation.
- (f) Over 5,200 days – six (6) weeks vacation.
- 6.02 Vacation Pay shall be paid to employees at the time of vacation or weekly with regular earnings if requested on the following basis:
- (a) 4% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (a) and (b) above.
- (b) 6% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (c) above.
- (c) 8% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (d) above.
- (d) 10% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (e) above.
- (e) 12% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6.01 (f) above.

- 6.03 An employee who loses his seniority rights through voluntary separation, shall have his vacation credits included with his pay, at time of separation.
- 6.04 Employees wishing to take vacation time off during the prime vacation period (July 1 to October 1) must apply, in writing, for such vacation time off, not later than May 15 of that calendar year. Employees wishing to take vacation time off during any other time must apply for such vacation at least six (6) weeks in advance of the date requested. All vacation time off must be approved by the Employer before being taken. If for any reason, the employee cannot be granted his vacation on the date requested, the employee shall be notified, in writing, at least three (3) weeks in advance of the date requested, at which time the employee shall also be notified of his/her approved vacation dates.
- 6.05 The Employer shall provide vacation application forms in multiple copies so that an employee shall have for himself a copy of his request signed by the appropriate Company- official .
- 6.06 Subject to the foregoing, an employee shall be granted vacation time off on dates requested unless it causes acute manpower shortage in his classification at his jobsite. During the prime vacation period (July 1 to October 1), not more than two (2) consecutive weeks vacation will be granted. Extended vacation will be granted to employees travelling out of the province. Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) calendar days. Vacation Pay will be paid in proportion to the time taken unless the employee makes a request, in writing, to be paid differently.
- 6.07 Should two or more employees apply for the same vacation dates, the date of application shall determine. Should the date of application be the same, seniority shall determine.

- 6.08 Vacations shall commence on the first day of an employee's normal work week, unless other arrangements can be made between the employee and his supervisor so that adjustments in the scheduling of crews can be kept to a minimum. Vacation Pay, in accordance with Clause 6.02, shall be on a separate cheque and paid not later than the Friday preceding the day that the vacations are due to commence.
- 6.09 Employees who do not wish to take vacation time during the current year will, upon application on forms provided, be paid a 1 earned percentage of accumulated gross earnings to the end of the previous computer payroll year. Such employees shall be paid not later than three (3) weeks after the date of application.
- 6.10 If an employee has not collected his Vacation Pay as provided for in this Article, the Company shall pay same at the end of the second payroll year, but only up to the end of the previous computer payroll year.
- 6.11 If, during the life of this Agreement, any legislation is proclaimed which provided for more Vacation Pay than is provided for in this Article, the legislation shall have effect from the date of proclamation.

ARTICLE VII - HOLIDAYS WITH PAY

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

Good Friday
Victoria Day
Memorial Day
Labour Day

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

- 7.02 To be eligible for pay for the holidays, as outlined in Clause 7.01, employees must qualify as follows:
- (a) For employees whose names have not been entered on the seniority list as per Clause 12.03, the required days worked between holidays shall be fifteen (15) days.
 - (b) Employees must have worked the last scheduled shift before and the first scheduled shift after the holiday, except when the employee is on vacation or is absent due to a confirmed illness or accident, in which case the employee shall be paid if he otherwise qualifies. Employees on a vacation or absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence. A special leave of absence for any of the above holidays may be granted to employees who have to travel long distances to be home for the holiday, provided that a request for such leave is made five (5) days before the holiday.
 - (c) Employees who otherwise qualify but are laid off on any of the twenty-five (25) calendar days immediately preceding the holiday will be paid for the holiday. Employees who otherwise qualify but who are laid off prior to the pay period in which the holiday occurs will not be paid at the time the holiday is due. Such holiday or holidays pay will be added to the first payroll period after recall.
- 7.03 Employees who meet the other requirements of this Article, and who work on or after 30th November of any calendar year, shall be granted three (3) bonus days. Such days will be taken together as directed by the Employer. It is understood that the employees may be paid compensation in lieu of time off.
- 7.04 An employee does not have to report before or after the stipulated day as per 7.02(b), if his regular employment is not available.
- 7.05 All employees qualifying for a paid holiday, except those working on negotiated piecework rates, shall receive pay for the holiday at their regular rates. Those working on negotiated piecework rates shall receive pay for the holiday at the General Labour Rate, plus 8 per cent.

ARTICLE IX - NO STRIKE - NO LOCKOUT

- 9.01 It is agreed that all disputes shall be settled in accordance with the procedure set forth in Article XIII of this Agreement, and that there shall be no strikes caused, called or supported by the Union or its members against the operations covered by this Agreement not lockouts by the Employer during the life of this Agreement.

ARTICLE X - WORKING AND LIVING CONDITIONS

- 10.01 The Employer agrees to abide by the terms and conditions of the Logging Camps Act 1960, the amendments thereto and the regulations thereunder. The Union agrees that the workmen covered by this Agreement will cooperate with the Employer in maintaining the general rules of cleanliness and order in the living quarters, mess halls, outhouses and surroundings of camps and places of work.
- 10.02 Subject to this Agreement, it is clearly understood and agreed that it is the sole right of the Employer to administer Fibre Resources Operations, direct employees in such a way as to ensure maximum efficiency, change its methods or system of operation and distribute work. The Union shall be advised of any significant change in operations at least thirty (30) days in advance of the introduction of such change.
- 10.03 The Employer agrees to discuss with the Union in each particular operation, ways and means of improving conditions for all employees covered by this Agreement and also the interpretation of this Agreement.
- 10.04(a) The weekly pay period shall be the period commencing on 8:00 a.m. each Sunday and ending at 8:00 a.m. on the following Sunday. Weekly pay cheques will be available at the end of the regular shift on the first Friday following the end of the weekly pay period. However, there may be occasions when such things as weather conditions, computer breakdown, transportation difficulties, etc., etc., will arise which will prevent the Company from meeting this commitment. If such is the case, cheques will be distributed as soon as they are available.

10.04(a) (Cont'd.)

For each pay period, a memo of earnings slip will be issued to each employee giving the following information: the period covered, hours and/or days worked, rates of pay, walking and riding time, number of cords, cunits or cubic metres, number of piles, earnings and deductions and any other pertinent information.

- (b) Employees covered by this Agreement, who experience a two (?) week delay in approved Workers' Compensation payments, will, upon request, be advanced an amount equal to the Workers' Compensation payment.
- (c) Memorandums to Doctor to be available on all worksites.

10.05(a) When van purchases are made, the employee will be given an itemized bill showing date of purchase and price of each item.

- (b) Except in case of emergency, in camps, van shall be available and open a minimum of two nights a week on Tuesday and Thursday for at least two hours each night between the hours of 6:30 p.m. and 9:30 P.m.
- (c) Van shall be sold to employees at no profit to the Employer.

10.06(a) Only factory-built buses, automobiles or snowmobiles shall be used for the ground transportation of men. Such vehicles to be kept clean and in good repair so as to provide the Safe and comfortable transportation qualities intended. Same to have adequate seating accommodations for all on board. Tools and gasoline containers are to be transported separately.

- (b) Shelters shall be provided at waiting and/or lunching places and shall be equipped with Oil stoves or wood stoves that are equipped to meet the regulations allowing their use during the fire season. Shelters shall be of smooth wall construction inside and shall be constructed in such a manner so as not to be drafty during winter months and to keep out pests during the summer, shall be tightly floored, have windows and, in

10.06(b) (Cont'd.)

addition, have seating accommodation and table space for each employee, i.e., shelters shall be such that an employee can relax and eat his lunch or wait in comfort. It is, nevertheless, agreed that when it is necessary to take fire prevention precautions in the summer, no fires' will be permitted in such shelters. Notices to this effect will be placed on camp bulletin boards and in buses on commuter jobs.

A committee of Union and Management shall be formed to cover all Fibre Resources Operations to inspect all lunch shelters. Union Representatives will be reimbursed for any time lost. The Company agrees to consider all reasonable recommendations made by said committee.

- (c) Where employees provide a Coleman stove for their own use in lunch shelters, the Employer will make such stoves available at cost less a subsidy of \$10.00 per stove. The Employer will provide free fuel and will also stock parts for sale at cost. The use of such stoves shall not be restricted during the fire season unless Government Regulations dictate otherwise.

- 10.07 The Union agrees that its members will observe all regulations pertaining to the prevention of forest fires as established by the Provincial Government and the Company. All employees shall fight forest fires when called upon to do so by an authorized person. Employees taken from their job to fight forest fires will be paid their regular rates for such work, except those working on negotiated piecework rates who will be paid the General Labour Rate from the time they are taken from their jobs. It is further agreed that the Employer will make every effort to limit the daily working time on fire fighting to eight (8) hours.

- 10.08 When pulpwood has been destroyed by fire before being scaled, such wood shall be paid for at the agreed rate. The Employer will make every effort to establish the quantity of wood burned- with a reasonable degree of accuracy. It is agreed that the man or men responsible for starting the fire will not be paid for any pulpwood which he or they may have lost.

- 10.09 Employees losing personal belongings through fire while on the Employer's operations will receive 75% of the cost of the items lost, to a maximum of 75% of the cost of one pair of mitts, one pair of socks and one suit of rainwear or a jacket. Individuals who lose personal belongings through fires caused by their own negligence will not be compensated.
- 10.10 Employer regulations require every chain saw operation to have a reliable fire extinguisher on his person when using a chain saw during the fire season. The Employer will make available suitable fire extinguishers to saw operators free of cost. The fire extinguishers shall be on loan to the employee and he shall return it in good condition to the Employer at the end of the fire season. If the fire extinguisher has been lost or damaged, he shall compensate the Employer for the cost of same.
- 10.11(a) At each operating camp and, where practical on worksites, a separate building will be provided for the storage and repair of power saws and shall be large enough to be adequate and have sufficient space for storage and, in addition, shall be adequately lighted and heated, and equipped with work bench and vice to facilitate repair of power saws. On cutting operations, under Schedule "C", the Employer will supply chain saws and parts to be sold at the Employer's invoice cost to the employee, if to requested.
- (b) On cutting operations under Schedule "C", it is agreed that the employees may be required to supply their own power saws. However, the Company shall have on all such operations, spare power saws that the employee may rent, should the employee's saw break down. Such spare saws shall be available on the basis of one (1) spare saw for every five (5) cutters. The Company may charge the employee \$4.00 per day hire for such saw. The period of hire shall not be longer than five (5) days.
- (c) Strip width shall not exceed 20 meters for 2.50 meter length pulpwood and 24 meters for 1.25 meter length pulpwood. On side hill roads, pulpwood should not be handled more than 4.5 meters on the lower side of what is known as a side hill road. Wood must be piled on the upper side of a side hill road, and all piles must be suitable for scaling.

- 10.12(a) **Marked gas (which is exempt from Provincial Gas Tax) and oil for chain saws will be made available for purchase at cost in camps and on worksites to employees for chain saw purposes only.**
- (b) **The Company agrees to supply chain saw files as required.**
- 10.13(a) **On mechanical skidding operations, chain saws will be supplied by the Employer. In the event that in a spirit of cooperation; due to an emergency, an employee uses his own saw on any mechanical skidding operation, he will be paid chain saw rental at the rate of \$5.00 per day with gas and oil supplied free of charge by the Employer,**
- (b) **When an employee is transferred to cutting operations, under Schedule "C", from another classification, the Employer will rent the employee a saw for a reasonable period of time at the rate of \$4.00 per day, gas and oil paid for by the employee.**
- 10.14(a) **Tradesmen, such as mechanics and carpenters, may be required to supply all hand tools for their personal use, customarily furnished by tradesmen of their craft. Mechanics' tools over one-half inch drive and taps and dies shall be provided by the Employer free of charge.**
- (b) **An owner/operator can operate his own piece of equipment on a single shift basis. If a second shift is required, or in cases where the owner/operator owns more than one piece of equipment, the operator will be selected through job posting according to Article 12.12 in the Collective Agreement and training will be Supplied by the Company.**

The most senior applicant will be given the opportunity to train for a minimum of ten (10) working days, at which time he will be evaluated. If a person demonstrates the ability to become an efficient productive operator, he will be accepted, otherwise he will be replaced by the next senior person on the list of applicants.

- 10.14(c) It is recognized as most desirable that repairs to mechanical equipment and welding be performed under shelter. The Employer agrees to make every reasonable effort to ensure this condition.
- 10.15 Day workers using their own power saws will be paid on the following basis:
- (a) For road cutting - \$5.50 per day. Gas and oils to be supplied by the Employer without charge.
 - (b) For improvement jobs - \$5.00 per day. Gas and oils to be supplied by the Employer without charge.
 - (c) The Foreman is to decide if the chain saw is to be used and inform the man to take his saw to the job, in which case he will be paid the full day's hire whether his saw is used or not.
 - (d) Saws are not to be left on the job indefinitely for hire purposes, i.e., a man, on being told that his saw is required on a certain day, will not be able to leave it there for another day or days and expect to collect hire.
 - (e) Right of way cutting will be paid on a piecework basis and the Company agrees to pay the differential between piecework earnings and the general labour rate.
 - (f) All cutting strips shall be ribboned or marked off as required.
- 10.16 The Employer agrees that there shall be no shacking or batching on their Fibre Resources operations except by mutual agreement between the parties and under conditions mutually agreed to before any shacking or batching commences.
- 10.17 It is agreed that the Employer will maintain good conditions in respect to cleanliness, sanitation and health, and it is the duty of the employees to cooperate in this regard. Employees' living and service quarters will be washed and disinfected at least once each week, and the Employer will continue to provide improved camp facilities.

- 10.18(a) All camps shall have inside toilet facilities, single tier beds, and shall be furnished with a wardrobe-type storage locker for each employee for hanging of his clothes. The locker shall be of sufficient height for an inside shelf at the top and inside storage of footwear at the bottom.
- (b) Inside toilet facilities, washroom facilities and drying rooms shall be accessible without travelling outdoors.
- (c) Employees on other than regular day shift shall have ~~separate~~ sleeping quarters to enable them to obtain proper rest.
- (d) Cookhouse and Bunkhouse staff shall have separate sleeping quarters, separated from the kitchen and dining room facilities to the extent that these operations will not unduly heat or disturb their sleeping quarters.
- 10.19 Camps shall be constructed so as to accommodate all employees with not more than two (2) per room. The rooms shall measure approximately 8' x 10'. All beds and mattresses shall be of good quality and maintained in a serviceable condition at all times. The Employer shall continue to provide spring-filled mattresses and bedding consisting of pillows, pillowcases, sheets and blankets. Pi 1 lowcases and bed sheets will be changed once a week. Clean blankets shall be supplied upon hiring or transfer from another worksite, and shall be changed as required. Such i terms of bedding must not be removed from the Employer's premises except by those employees who must do so in the course of their duties.
- 10.20 All camps shall be of smooth wall construction inside. Al 1 camps shall be maintained in such a manner as not to be drafty during winter months and to keep out pests during the summer.
- 10.21 All camps shall be properly 1 ighted and it is agreed that flat wick lamps are inadequate for proper lighting. All camps of a permanent or semi-permanent nature shall have electric lighting. Where practical, painting will be done to aid in the desirable condition.

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

- 10.27(d) Every reasonable effort will be made to make available two (2) varieties of fresh meat for all take-out lunches. Suitable material will be supplied for the wrapping of lunches.
- (e) A hot mid-shift lunch shall be made available to night-shift employees who are within walking distance of the cookery. All others shall have available a suitable lunch shelter! which, in addition to provisions contained in this Agreement, shall be adequately lighted.
(For the purpose of this Clause, walking distance shall be defined as a distance which will permit an employee to travel on foot from his worksite to the cookery for his lunch and return to his worksite within the time period allotted for lunching.)
- (f) The Employer shall maintain at all camps non-carbonated fruit-flavoured cold drink dispensers. The Employer shall maintain steam tables in all camps, and where new camps are constructed, such camps shall be equipped with additional electrical appliances to meet the needs of the cookery.
- (g) An exhaust fan will be installed in Bunkhouse washrooms and in the Cookhouse.
- (h) Food coolers will be provided in all Cookhouses.
- (i) The Employer will provide reconstituted (powdered) milk in all camps.
- 10.28(a) Where a mid-day meal is taken, a ten-minute coffee break is allowed in the morning and in the afternoon.
- (b) Where men lunch away from camp, they may decide themselves on a crew basis, to take their lunch at mid-day with ten-minute coffee breaks in the morning and afternoon, or they may have two regular lunch periods of 40 minutes each per day.
- (c) During work hours, coffee breaks shall be on the Employer's time.
- (d) The present practice regarding evening snacks will continue.

- 10.29(a) The Board Rate of \$2.03 per meal (\$6.09/day) will be frozen for the term of this Collective Agreement.
- (b) An employee who reports to the cook on or before 7:00 p.m. on ~~Thursday~~ that he will not be eating supper at the camp on Friday shall not be charged for the supper meal, nor shall he be charged for any meals while away from the camp on weekends. However, if it becomes evident that this is being abused, the Company will revert to the practice of charging for the Friday evening meal.
- (c) Crews aboard towing boats who have to provide their provisions and prepare their own food for three or more consecutive meals, will receive a subsidy of \$0.35 per meal to a maximum of three meals in one day.
- (d) If regulations permit, the Company will install a propane refrigerator on the deck of tow boats.
- 10.30(a) Upon spring recall, the Company agrees to pay each employee, who has accumulated a minimum of one hundred (100) days of seniority at the end of the previous computer payroll year, a lump sum payment of \$190.00, on a separate cheque, to cover subsidies dealing with footwear, safety pants and clothing.
- (b) The following clothing allowance will apply: For cooks, second cooks and cookees, who are required to wear white clothing, sixty (60) cents per day. This allowance is being paid to the above-mentioned staff with the understanding that a white shirt and white pants shall be worn in the Cookhouse at all times.
- 10.31 Except as may be worked out in Seniority Provisions, employees are not permitted to transfer from one camp or worksite to another except where operations have been terminated or curtailed in the camp or on the worksite at which they are employed.
- 10.32 All employees transferred on a temporary basis from one camp to another at the Employer's request shall be paid all authorized travelling expenses. Travelling expenses will include board, lodging and wages while in *transit*.

- 10.33 Hand cleaner and waste rags shall be made available for mechanics and others repairing mechanical equipment, at their place of work.
- 10.34 When camps are in use, the Employer agrees to put forth reasonable effort to maintain camp access roads in fair condition.
- 10.35 The dining room will be made available to Union Representatives for holding Union meetings subject to availability of the room and consent of the Camp Foreman.
- 10.36 The Company will provide a personal mini-safety kit that features a pressure dressing and assorted first aid items. The contents to be determined at the annual safety conference.
- 10.37 It is agreed that the Employer and the Union shall cooperate collectively in improving safety and first aid practices. The Employer agrees to maintain good work trails and will also maintain good and safe transportation practices, and further agrees that at least one member of the crew in each camp or on each worksite will be qualified to render first aid. It is agreed there shall be emergency first aid kits in all camps, and, where practical, at or near worksites and in all vehicles and boats regularly used for the transportation of men.
- 10.38 Mobile radio telephones shall be installed in all tamps, in suitable booths, and shall be made available to all employees. Employees using this service must do so at their own expense.
- 10.39 The Company shall provide the Union Steward in each operating camp with a suitably equipped room in the Bunkhouse in which to conduct Union business.
- 10.40 The Company agrees to maintain garage environment so that there is no danger to employee health due to exhaust fumes.

- 10.41 Whenever the employees or the Union organize a Recreational Committee in a camp, the employees will appoint a member to that Committee. Such Committees will review the recreational needs of that particular camp and make recommendations to the Employer. The Employer will give due consideration to all reasonable recommendations.
- 10.42 All bulldozers and knuckle booms will be equipped with suitable cabs during winter months.
- 10.43 **Bulletin Boards**
- The Employer shall provide for the sole use of the Union, a bulletin board, similar in all respects to that of the Employer's, at each place where the Employer has a bulletin board.

ARTICLE XI - HOURS OF WORK

- 11.01 The standard work week for operations shall be six (6) days per week, Monday to Saturday inclusive.
- 11.02(a) The regular work week shall be forty (40) hours, composed of five (5) shifts of eight (8) consecutive hours per day; meal time excepted, from Monday to Friday inclusive, or Tuesday to Saturday inclusive, for all employees, unless otherwise specified in this Agreement. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day, and shall be paid in accordance with the provisions of this Article.
- (b) Meal time for lunch, i.e., the mid-work day meal or lunch, shall be one hour after approximately half of the work time of the shift has expired, or as otherwise agreed between the parties.

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

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

1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked, anti, if not, time and one-half shall apply. An employee cannot be short-shifted by reason of changing shifts, i.e., if this takes place, he shall be paid for the shift or shifts lost at his regular rate
 2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a two-hour period, and in such cases, the work shift shall take place between the hours of 7:00 a.m. and 6:00 p.m. or 7:00 p.m. and 6:00 a.m. as the case may be.
- (g) If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.

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

11.05(a) (Cont'd.)

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

- (b) Employees covered under Schedule "A" will be paid double time for all time worked in excess of eight (8) consecutive hours on Sundays, except in the case of ship loading and unloading in which case employees covered under Schedule "A" will be paid double time for all time worked in excess of twelve (12) consecutive hours on Sundays.
- (c) An employee called out after the completion of his regular shift will be paid a minimum of four (4) hours or time and one-half for hours worked; whichever is greater. It is understood that employees who are notified that they are required to work after their regular shift has been completed and they are informed of this prior to the end of their regular shift will not be eligible for a call out payment but will be paid in accordance with the overtime provisions under this Article.

11.06 the Employer has the right to enforce the hours of work. Time worked in excess of eight (8) hours per day, or shift, at 1 hours worked on Sunday, except as provided for in 11.05(b), all hours worked by an employee on his scheduled day off (Saturday- or Monday), or outside his scheduled day or shift, and all hours worked on holidays, under Article VII, and all hours worked on Christmas Day, Boxing Day or New Year's Day, shall be paid for at time and one-half. All time worked in excess of eight (8) hours on Sunday will be paid at double time. Premium time will not apply to fire fighting.

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

- 11.08 Cooks, second cooks, cookees, watchmen and bunkhousemen are not subject to the provisions of this Agreement providing for a S-day work week and eight (8) hour work day or shift. In lieu thereof, they shall receive alternate weekends off from Friday noon until Monday noon without loss of pay. If Friday is a holiday, time off without loss of pay shall begin on Thursday noon. If Monday is a holiday, time off without loss of pay will be extended to Tuesday noon: in both cases, as his holiday with pay if he qualifies. This is not to be construed as a right upon which a claim for extra pay may be made if not availed of.
- 11.09 In cases of lay-off, Cookhouse and Bunkhouse staff shall be paid, in lieu of their earned time off, for all days worked since their last scheduled weekend off at the calculated rate per day, which is equivalent of their actual rate for days worked, i.e., 5 1/2 days per week.
- 11.10(a) Employees working on incentive bonus and/or piecework covered by a guaranteed rate will be governed by the following breakdown clause:
- “Should a machine break down, an employee who has to stop work before he completes his shift shall have his time calculated as follows:
1. The Employer shall Pay all the remaining hours lost from work on incentive bonus and/or piecework covered by a guaranteed rate during that shift at the employee's regular rate of pay.
 2. Fellers and buckers may be required to continue cutting, in which case this may be done on their regular cutting strip until such time as it interferes with their ability to earn bonus.
- “At this point, they will move to another strip other than the one on which they were working at the time of breakdown. In so doing, all hours worked on the separate strip shall be kept separate and apart from any hours worked on incentive bonus and all wood produced during such time will be considered the Employer's wood and will not be included with the wood produced on bonus.”

11.10(a) (Cont'd.)

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

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

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

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

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

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

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

11.10(b) (Cont'd.)

If the breakdown continues for more than one full week beyond the week in which the breakdown occurs, or if, as a result of the breakdown, a decision is made to phase out the broken-down machinery, the employee may, if he so desires, exercise his seniority as per Article XII. Any employee who elects not to exercise his seniority or accept the alternate work will be laid off. Recall will be in accordance with Clause 12.01.

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

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

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

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

ARTICLE XII - SENIORITY

- 12.01 The Company recognizes the principle of seniority, so that in promotions, demotions, hiring, transfers, lay-offs and recalls from lay-off, seniority shall govern subject to reasonable consideration of skill, efficiency and ability in the work required. In the application of the above, and where all other conditions of this Article are met, the junior employee shall at all times be the first laid off and the last recalled.
- 12.02 Seniority shall be accrued from May 1, 1965 to May 1, 1967 on the basis of days worked. From May 1, 1967, seniority, for the purpose of the Agreement, shall mean all days worked plus all working days that would have been worked but were lost because of sickness or injury (certified by a licensed physician, dentist, chiropractor, optometrist, or registered nurse in an outport hospital or clinic) up to a maximum time of one hundred (100) days for each in any calendar year and authorized leaves of absence up to a maximum total of thirty (30) days in any calendar year. An employee who is on authorized leave of absence on Union business shall accrue seniority while on such leave of absence up to sixty (60) days in any calendar year.

It is understood and agreed that the employee shall be granted leave of absence for sickness, accident, Union business, death or illness in the immediate family, jury duty, for self-improvement by attendance at a recognized establishment of learning or training and when the employee must be dealt with according to law. Any employee who is unable to report for work for any of the reasons outlined above shall notify his Employer as soon as possible, if he is unable to report for work as scheduled, giving an estimate of the duration of his absence together with the cause.

Female employees may be granted maternity leave up to a maximum of four (4) months. Leave of absence may be granted for other reasons at the discretion of the Employer and this shall be done in a fair and impartial manner. Except in circumstances where time will not permit it, before a leave of absence will be considered, the employee must apply in writing.

12.02 (Cont'd.)

An employee who has accrued seniority and is then employed by the Union shall retain such accrued seniority but not to the extent to change his position on the seniority list. An employee who has accrued seniority and is then employed in a management position shall retain such accrued seniority for a period not exceeding twelve (12) months; in both cases, twelve (12) months dating from when the first such change of employment status took place, unless one year has expired since the last change of employment status.

Notwithstanding the foregoing, Sub-Foremen shall accrue and retain seniority while working in that capacity, it being understood and agreed that Sub-Foremen are within the Bargaining Unit.

12.03

An employee not on the Seniority List shall be entered on the seniority List when he has accumulated thirty (30) days of work and his seniority shall be effective from the date of employment.

12.04

When the time of recall has been determined following a general shutdown, adequate notice will be given by telephone advising an employee of the date to report for work and the employee will be expected to report for work on the date specified unless other arrangements have been made. It is the responsibility of the employee to advise the Company of any change in address or telephone number. Recall will be made to an employee's address or telephone number on record at the employment office. In recalling employees after a general shutdown, the Employer shall be allowed a leeway of 10 days during the period of recall. The Employer will only exercise the 10-day leeway when to do otherwise would cause hardship to an employee or seriously hamper the Company operations. It is understood and agreed that the provision of 10 days leeway does not apply to any work that may become available during the period of general shutdown, nor following temporary lay-off such as may be caused by weather and the conditions resulting therefrom. Notwithstanding the foregoing, when emergency jobs of short duration have to be done during periods of general shutdown, the Company will not be required to recall the most senior employees.

- 12.05 Subject to the provisions of 12.02, employees who are prevented from continuing work because of sickness or accident may retain their seniority during the period of absence required to recover from such sickness or accident, it being understood, however, that a medical certificate of fitness shall be required for purposes of rehiring.
- 12.06(a) Employees who have to leave the job because of personal injury or sickness shall, when cleared for work in accordance with 12.05, return to the job from which he left if same is continuing. However, should a lay-off occur while the employee is off on accident or sick, he shall then be recalled in the same manner, with the same conditions applying as all other employees.
- (b) In the event that an employee is permanently disabled from doing the job he left, but has a medical certificate indicating that he is capable of performing work in another job, he may exercise his seniority rights to that job provided he has previously demonstrated his skill and ability in the job with Abitibi-Price Inc.
- 12.07 Where the term "camp" is used, it shall also mean commuter operation.
- 12.08(a) In the case of a planned general shutdown, a notice will be posted on all bulletin boards in areas where the shutdown applies. In cases of lay-off, other than those caused by Acts of God, employees shall be given written notice of such lay-off or one (1) week's pay in lieu thereof. For the purpose of this Agreement, an Act of God shall include weather conditions and any other conditions over which the Company does not have control.
- (b) When lay-offs are required due to the completion of seasonal operations, or a part thereof, each employee so affected will be permitted to exercise his seniority to transfer to another job if he so desires, subject to the principles of Clause 12.01. Transfers will be made only if, the employee, having received the advanced notice of lay-off in accordance with Clause 12.08(a), advised the Company, in writing, of his desire to be transferred, two working days after the notice of

12.08(b) (Cont'd.)

lay-off (posted or by individual notice). Junior employees who are being displaced as a result of some other more senior employees exercising their seniority will not be subject to one week's notice Of lay-off. Forms will be provided by the Company for this purpose.

- (c) The Management and the Union agree to work cooperatively to encourage and promote all employees of the Company to achieve improvements in safety, cost, quality and customer satisfaction.

12.09 Notwithstanding the provisions of this Article, it is understood and agree that an employee shall not exercise seniority to the extent that the Employer shall have to hire him and provide board and lodging on any commuter operation.

However, should the Employer find it necessary to hire an employee who is not a bonafide resident Of a community from which a commuter operation is being carried on, the Employer shall provide the employee with board and lodging for which the employee shall pay not more than the agreed camp rate.

12.10 An alphabetical list of names of the employees for whom seniority is established as above will be submitted to the Union in triplicate every three (3) months, showing accumulated seniority to date, their hiring date following their last break in seniority, occupation or occupations, date of birth and address. Seniority Lists will be confirmed as accurate if no protest is received within thirty (30) days from the date of posting such lists in camps and/or buses on commuter operations.

12.11 In promotions, demotions, hiring, transfers, lay-offs, recalls from lay-off, and subject to reasonable consideration of skill, efficiency and ability in the work required, Union members shall at all times receive preference over non-Union men.

- 12.12 All job vacancies in new classifications that are established under Article IV of the Labour Agreement will be posted so that all employees within the operating division who wish to apply for the job may do so. The notice will be posted for a period of twenty (20) working days. Employees who apply for job vacancies under this Clause will be considered subject to skill, efficiency, aptitude and ability to perform the work required and seniority. The foregoing will not supersede the Owner/Operator Clause-in 10.14(b).

At any time of the year, the Company will provide a form at each job site on which an employee may indicate if he wishes to change his classification. This information will be considered when job crews are being planned or when vacancies are being filled. The Company will also provide a form at each job site on which an employee may indicate if he wishes to transfer from one job to another in his present job classification. This information will be considered when job crews are being planned or when vacancies are being filled.

The above arrangements will apply only to an employee's designated division.

- 12.13 In case of lay-off and hiring, the Job Steward will be given preference of employment over all other employees provided he is capable of performing the available work efficiently. This provision will only apply where a Job Steward is being laid off or hired in a camp or operation where he was originally elected as Steward.

The above provision will only apply if the Job Steward is a regular employee (thirty (30) days or more seniority).

- 12.14 Contractors, whose payroll is not done by the Company computers, will show seniority days on weekly pay cheques.

- 12.15 An employee who have established seniority shall lose all seniority if he:
1. Quits the employ of the Company.
 2. Is discharged and not reinstated.
 3. Fails to answer recall, or fails to report for work in both cases without satisfactory reason, following leave of absence or recall from lay-off.
 4. Is laid off for over twenty-four (24) months.
 5. Has not complied with Article V of the Labour Agreement.

ARTICLE XIII - ADJUSTMENT OF GRIEVANCES

- 13.01 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 opportunity to adjust his complaints, and it is agreed that a man must be hired and have clearly made known to him the name of the Foreman or the Foreman's representative before commencing work.
- 13.02(a) Where possible, the Union shall arrange for the election, from its working membership at each camp or worksite by the members therein, of a Union Committee of up to three (3), one of whom shall be the Union Steward and spokesman for that Committee. Immediately after an election, the Union Committee in the camp or worksite will notify the Foreman, in writing, as to the name of the Union Steward and Committee men and the Foreman will acknowledge, in writing, the receipt of such notice. The Foreman shall not be required to recognize either the Union Steward or the Union Committee until such time as this procedure is carried out.
- (b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Committee men.

13.03

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

Stage 1: Complaints of employees must first be taken by the employee himself directly to the Foreman and/or his representative for adjustment without undue delay but, in any event, not more than thirty (30) days immediately following the occurrence of event giving rise to the complaint. It is understood that an employee may, if he so desires, be accompanied by the Union Steward and/or representatives. If the complaint is not adjusted satisfactorily within three (3) days, the matter becomes a grievance and must be taken up at Stage 2. No employee's grievance will be recognized until the Foreman has first had an opportunity to settle the complaint, providing the employee remains employed under the same Foreman. If the employee is no longer employed under the same Foreman, the grievance may be taken up commencing at Stage 2.

Stage 2: The matter shall be taken up by the Union Committee and/or Union Representatives with the Employer concerned in cases where the Employer is a Contractor, and in other cases, with the Divisional Superintendent or his representative, as the case may be, within three (3) days from the end of the three (3) day period in Stage 1, in writing, on forms to be supplied by the Union. Where a grievance has been submitted in writing, it will be dealt with, in writing, at all stages thereafter. The Employer or Divisional Superintendent or his representative shall make a reply, in writing, and, failing a satisfactory adjustment within three (3) days, then;

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

13.03 (Cont'd.)

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

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

13.04 The Employer will notify the Local Union Secretary, in writing, at the time of discharge or suspension of an employee, giving the reasons for such discharge or suspension. A grievance arising from a claim of unjust discharge or suspension may be processed beginning at Stage 3 of the Grievance Procedure, in writing, not later than six (6) days after receipt of notification. Where it has been finally established by an Arbitration Board that an employee has been improperly discharged or suspended, he shall be reinstated in his former job without loss of seniority, and the consideration of his grievance shall include the determination of the extent, if any, to which he shall be compensated for lost pay, and reimbursement for the premium cost of any health and welfare coverage currently in effect. Arbitration will, in no way, award redress exceeding that which the employee would have earned in the Company's employ had he not been improperly discharged or suspended.

13.05(a) If the Union has a grievance as defined in Section 8.03, it shall commence at Stage 3 of the Grievance Procedure.

(b) Grievances of employees who are defined in Article III, Section 3,02(b) shall commence at Stage 2.

- 13.06 In Arbitration, the Employer and the Union shall each select one man, these two shall select a third party who will act as Chair-man. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the name of the other party's nominee and shall forthwith inform the other party of the name of the nominee. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two (2) men selected by the respective parties to select a third party as provided above, within ten (10) days, they shall ask the Provincial Minister of Labour and Manpower to appoint a third party and such appointee shall be accepted by both parties as Chairman. If the party to whom notice is given fails to select an arbitrator within the period of five (5) days after receiving notice, the Provincial Minister of Labour and Manpower shall, on the request of either party, name an arbitrator on behalf of the party who failed to select an arbitrator.
- 13.07 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement, and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement, except arbitrations under Article IV.
- 13.08(a) Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Provincial Minister of Labour and Manpower, and shall share equally in the fees and expenses of the third member of the Board. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board and, if there is no majority decision, the decision of the Chairman shall be the decision of the Board.
- (b) The Arbitration Board shall file their decision with the parties within fifteen (15) days of the hearing .
- 13.09 Time limits specified in this Article may be extended by mutual consent of the parties, or by mutual consent of the respective nominees to an Arbitration Board. Saturdays, Sundays and holidays, specified in Article VII, shall not be included in any time limits of this Article.

ARTICLE XIV - SAFETY

- 14.01 The Company and Union shall cooperate in the prevention of accidents and industrial disease and shall promote measures necessary to ensure the safety and health of all employees.
- 14.02 An employee who suffers an injury is required, subject to circumstances prevailing, to present himself as soon as practical to his supervisor, or his representative, who will arrange for first aid treatment and, in the case of a serious injury, have arrangements for medical treatment.
- 14.03(a) The Company and the Union mutually agree that it is desirable to obtain and maintain an accident-free experience on the Fibre Resources operations. To this end, the Employer will continue its search for improved and more varied items of safety apparel and safety devices in order to offer maximum protection to its employees.
- (b) The wearing of a safety hat is a condition of employment. Safety hats and harnesses will be made available to employees on loan.
- (c) The wearing of safety pants of a type approved by the Employer is a condition of employment for all employees using power saws, axes or pulphooks.
- (d) The wearing of safety footwear is a condition of employment. Employees will be instructed as to what type of boot is to be worn, depending on the job being performed.
- (e) The wearing of eye protection is a condition of employment in designated areas. Approved eye protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. Items lost or damaged through negligence will be replaced by the employee at his own cost.

- 14.03(f) The wearing of hearing protection devices is a condition of employment for all employees working in areas where the noise level exceeds 85 decibels. Approved hearing protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. When lost or damaged through negligence, will be replaced by the employee at his own cost.
- 14.04(a) The Employer agrees that all those engaged in the transportation of men in Employer vehicles will follow good and safe transportation practices.
- The Employer agrees to require all others engaged in the transportation of man on Employer's roads to engage in safe transportation practices.
- Mandatory safety inspections will be carried out monthly on all buses. A copy of that inspection slip shall be given to the Area Superintendent and the designated Union Representative.
- 14.05 Employees will not be assigned to work alone in an area that is considered dangerous.
- 14.06(a) A joint Union-Management committee shall be established. There shall be a safety representative of each operation. The Union shall appoint Union representatives on this committee. Meetings will be held as required, but not less than once a month during the operating season. Meeting time and place to be arranged by the safety supervisor .
- In general, the function of the committee shall be to advise the Company in all matters pertaining to the safety and occupational health of employees.
- Minutes of committee meetings shall be kept, copies to be posted on the applicable notice boards and copies to be forwarded to the Union.
- 14.07 Noise level checks will be made whenever a change of equipment or process causes an appreciable change in noise level, or as recommended by the committee. Records of noise level readings will be made available to the committee.

ARTICLE XV - DISCIPLINE

- 15.01 Disciplinary action by an Employer may be taken against an employee for just cause. Just cause may be deemed to be, but not necessarily restricted to, violations of any of the following:
- a) Bringing liquor into the operations, or being under the influence of liquor while on the job.
 - b) Neglect of duty.
 - c) Disobedience.
 - d) Deliberate destruction or removal of the Employer's or other employee's property.
 - e) Infraction of the regulations for protection of the forest from fires.
 - f) Disorderly conduct.
 - g) Dishonesty.
 - h) Violation of safety regulations or safe working practices.
 - i) Violating other rules of the Employer or standard practice to the detriment of the Employer, the Union or another individual.
- 15.02(a) Any employee subjected to disciplinary action, other than discharge, will be considered to have a clear record if he has no further disciplinary action taken against him, under this Article, for a period of twenty-four (24) months.
- (b) Copies of reprimands to be sent to the Local Union.

ARTICLE XVI - COMMUTING

- 16.01 A commuter, for the purpose of this Agreement? is an employee not obtaining board and lodging in a camp.
- 16.02 The Employer will provide free and acceptable transportation for commuters from the marshalling point to the disembarkation point in the work area. When transportation is by road, factory-built buses or automobiles will be used.
- 16.03 Employees shall not be allowed to commute to an operation in their own vehicles, except by arrangement between the parties.

- 16.04 If it becomes necessary to hire a man who is not a bonafide resident of a community from which free transportation is provided, board and lodging will be provided in that community by the Employer at the agreed camp rate.
- 16.05 Where camps are operating and board and lodging is available, employees who use their own transportation will not receive a commuting allowance.
- 16.06 Notwithstanding the foregoing provisions, bonafide residents of a community within walking distance of their place of work may commute on foot or otherwise; and walking time shall apply from the marshalling point in the community with 1 1/2 miles each way on his own time as for other employees.

ARTICLE XVII - WALKING AND RIDING TIME

- 17.01 Walking and riding time will be established on the following basis:
- a) For the purpose of this Article, it is agreed that an employee walks at the rate of three (3) miles per hour.
 - b) Time allowance for riding time from the designated starting point to the disembarkation point will be established between the parties. Where a commuter bus makes frequent stops to allow employees to disembark, the time lost shall not enter into the calculation for walking and riding time.
 - c) Where travelling time to the place of work is composed of walking and riding time, it shall be combined.
 - d) Walking and riding time from a camp shall be reckoned from the dining room door to the employee's place of work.
 - e) Walking and riding time for commuters shall be reckoned from the marshalling point to the employee's place of work.
- 17.02 Employees will be paid for walking and/or riding time to and from work over one-half (1/2) hour each way on the basis of a flat rate of \$9.00 per hour. Effective January 1, 1994 this will increase to \$10.00 per hour.

- 17.03 Walking and/or riding time shall not exceed one and one-half hours each way.
- 17.04 Where two separate crews travel on the same bus from the same marshalling point to separate disembarkation points, there will only be one designated riding and walking time.

ARTICLE XVIII - COOKHOUSE AND BUNKHOUSE STAFF

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

WORKFORCE

COOKERY STAFF

1-15 employees	1 Cook
16-50 employees	1 Cook, 1 Cookee
51-81 employees	1 Cook, 1 2nd Cook, 1 Cookee
82-106 employees	1 Cook, 1 2nd Cook, 2 Cookees
107-132 employees	1 Cook, 2 2nd Cooks, 2 Cookees
133-155 employees	1 Cook, 2 2nd Cooks, 3 Cookees
156-180 employees	1 Cook, 2 2nd Cooks, 4 Cookees
181-205 employees	1 Cook, 2 2nd Cooks, 5 Cookees

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

It is agreed that this Schedule may be changed by mutual consent during the term of this Agreement when labour saving devices or other factors reducing work are introduced. It is agreed that the Bunkhouseman will be hired when the camp opens and the Bunkhouseman will be given assistance as and when required.

When the number of employees in a camp reaches 110, an additional Bunkhouseman will be added, making a total of two Bunkhousemen. An extra Bunkhouseman will be added for every additional ninety (90) men thereafter. In determining the number of Bunkhousemen to be hired, Supervisory personnel shall be included when calculating the number of the workforce.

- 18.02 Fuel for heat and cooking will be supplied by the Employer, prepared and ready for use.
- 18.03 Cookery staff shall not be required to do work aside from kitchen and dining room duties. The Bunkhouseman is not permitted to work at the preparation of food or the washing of dishes.
- 18.04 On camp operations, where night-shift work is carried out, a member of the existing Cookhouse staff will be assigned to the night shift. The re-arrangement of the workload will facilitate cookery service during the night-shift without an added workload on the day-shift staff.
- 18.05 Cooks, who are required to work in excess of what is accepted as their normal hours of work in the preparation of food for firefighters, will be paid \$9.81 per hour for all such time worked.

ARTICLE XIX - BEREAVEMENT LEAVE

- 19.01 When death occurs to a member of an employee's immediate family, the employee will be granted leave to attend the funeral and shall be paid eight (8) hours at his regular straight time rate (pieceworkers shall be paid eight (8) hours at the general labour rate, plus 8%) for time lost to a maximum of five (5) consecutive days. When death occurs to a member of an employee's family other than the immediate family, leave will be granted under the same conditions, to a maximum of three (3) consecutive days. The intent of this Clause is to allow the employee to attend the funeral without loss of earnings. One day must be the day of the funeral, and pay will only be granted for the regular scheduled work days lost during this period.
- 19.02 Any claims for bereavement pay must be submitted to the Company by the employee accompanied by written verification from an acceptable authority. Such verification shall designate the employee's relationship to the deceased.

- 19.03 For the purpose of this Article, immediate family is defined as husband, wife, child, adopted and stepchild. Family, other than immediate family, is defined as father, father-in-law, stepfather, mother, mother-in-law, stepmother, foster parent, grandparents, grandchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister.

ARTICLE XX - TRAINING

- 20.01 The Company and the Union support training and will cooperate in the implementation of a training plan. There shall be a training committee of Union and Management to identify training needs and to select employees for such training.

ARTICLE XXI - FRINGE BENEFITS

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

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

ARTICLE XXII - JURY DUTY

- 22.01 Any employee who is summoned for, or is required to serve on a criminal jury, or who is required to attend court as a witness in a criminal or quasi-criminal case shall be paid the same wages as he would have received if he had been at work during the time he was absent from work because of his compliance with the summons for jury duty, and if he is required to serve as 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.

- 22.02 When an employee is called for duty as in 22.01 and is scheduled to work on the midnight shift prior to court convening, he shall have this shift off with pay.

SCHEDULE "A"
HOURLY WAGE RATES

	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95	RATE EFFECTIVE JAN. 1/96
<u>MECHANICAL CLASSIFICATIONS</u>				
* Mechanic 1st Class - Certified	18.17	18.45	18.93	19.42
Mechanic 1st Class - Uncertified	16.96	17.22	17.67	18.13
* Mechanic 2nd Class	15.78	16.02	16.44	16.87
a Mechanic Helper & Learner	15.36	15.60	16.01	16.43
* Welder 1st Class - Certified	18.17	18.45	18.93	19.42
Welder 1st Class - Uncertified	16.96	17.22	17.67	18.13
Mechanic - Power Saw	16.04	16.29	16.71	17.14
<u>EQUIPMENT OPERATORS</u>				
Slasher Operator	15.77	16.01	16.43	16.86
Harvester Operator	15.92	16.17	16.59	17.02
Forwarder Operator	15.65	15.89	16.30	16.72
Front-End Loader Operator (L.T.)	15.73	15.97	16.39	16.82
Front-End Loader Operator (G.R.)	15.56	15.80	16.21	16.63
Backhoe Operator	15.56	15.80	16.21	16.63
Dozer Operator	15.56	15.80	16.21	16.63
Grader Operator	15.56	15.80	16.21	16.63
J5 & John Deere Operator	15.24	15.48	15.88	16.29
Skidder Operator - Non-Production	15.52	15.76	16.17	16.59
<u>PRODUCTION CLASSES</u>				
Wheeled Skidder Operator	15.43	15.67	16.08	16.50
Feller & Bucker	15.14	15.38	15.78	16.19
* MUST POSSESS A CERTIFICATE OF QUALIFICATION OR A CERTIFICATE RECOGNIZED BY PROVINCIAL GOVERNMENT				

SCHEDULE "D"
PIECEWORK CUTTING RATE PER M³

	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95	RATE EFFECTIVE JAN. 1/96
<u>4-MAN CREW</u>				
Feller	7.51	7.62	7.81	8.00
Skidder Operator	<u>2.54</u>	<u>2.58</u>	<u>2.64</u>	<u>2.71</u>
	10.05	10.20	10.45	10.71

SCHEDULE "A" (Cont'd.)

	RATE EFFECTIVE JAN. 1/93	RATE EFFECTIVE JAN. 1/94	RATE EFFECTIVE JAN. 1/95	RATE EFFECTIVE JAN. 1/96
DRIVER CLASSIFICATIONS				
Truck Driver - Pallet	15.41	16.65	16.06	16.48
Truck Driver - Trailer	15.62	15.86	16.27	16.69
Truck Driver - Knuckle Boom	15.73	15.97	16.39	16.82
Truck Driver - Single & Tandem Axle (Hauling on Body)	15.24	15.48	15.88	16.29
GENERAL CLASSIFICATIONS				
Bus Driver	15.24	15.48	15.88	16.29
Jackhammer Operator	15.22	15.46	15.86	16.27
Carpenter 1st Class - Certified	16.73	16.99	17.43	17.88
Carpenter - Uncertified	15.86	16.11	16.53	16.96
Dynamite Man	15.26	15.50	15.90	16.31
Winch Boat Operator	15.35	15.59	16.00	16.42
Deck Hand	15.27	15.51	15.91	16.32
Boatman - Rough Water	15.26	15.50	15.90	16.31
Motor Boat Driver	15.21	15.45	15.85	16.26
River Driver	15.14	15.38	15.78	16.19
Sacking Lake	15.10	15.33	15.73	16.14
General Labour	15.10	15.33	15.73	16.14
SAWMILL				
Sawyer	15.64	15.88	16.29	16.71
Tall Sawyer	15.22	15.46	15.86	16.27
Trimmer	15.10	15.33	15.73	16.14
Edger Han	15.38	15.62	16.03	16.45
Canter	15.33	15.67	15.98	16.40
Planer Operator	15.33	15.67	15.98	16.40
Jack-up Han	15.10	15.33	15.73	16.14
MISCELLANEOUS				
Painter	15.32	15.56	15.97	16.39

OTHER PROVISIONS - PIECEWORK (WITHOUT GUARANTEE)

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

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

SPECIAL PROVISIONS - GUARANTEED RATE

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

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

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

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

The Employer will set a rate for the rental of each piece of mechanical equipment that is owner-operated or owned by an employee and this rate or rates shall not be lumped with any other financial remuneration provided for in the Agreement, but shall be solely for the rental of equipment and shall not be a variable rate, i.e., the financial

Special Provisions - Guaranteed Rate (Cont'd.)

remuneration of an employee shall in no way whatsoever be taken from the earnings of the owner-operated or employee-owned equipment.

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

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

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

SCALING

- A. For the purpose of this Agreement, "cubic meter" shall mean the solid wood content of a pile of pulpwood scaled on a stacked basis and converted to solid measure using a factor of .6641 in the case of 1.25 meter length pulpwood and a factor of .6250 in the case of 2.50 meter length pulpwood.
- B. It is agreed that a piececutter is entitled to know the amount of wood he has cut before it is removed, and conditions become such that it is impossible for him to check the accuracy of his scale. To this end, all cut and piled wood shall be scaled on the strip. Where cut and bunch wood and/or long timber is scaled on the landing to which it is forwarded, the cutter will be notified of the volume of wood scaled. The wood will not be moved for twenty-four (24) hours following such notification. If such wood is removed the employee shall be paid for the amount of wood he claims to have had consistent with his production.

Where cut and bunch wood is scaled on trucks, the truck driver will witness the scale and the scaler will provide the truck driver with copies of the scale slip for the truck owner and the employee.

Pension Plan

January 1, 1993 increase to \$50.
January 1, 1994 increase to \$55.
January 1, 1995 increase to \$60.
January 1, 1996 - \$60.

MEMORANDUM OF AGREEMENT

IN WITNESS OF AND IN AGREEMENT WITH THE FOREGOING, the undersigned, being duly authorized to do so, have signed on this 31st day of Nov, 19 93, at Grand Falls-Windsor in the Province of ~~the~~ Newfoundland and Labrador.

FOR ABITIBI-PRICE INC.

[Signature]
[Signature]

[Signature]
W.A. Barr

FOR UNITED BROTHERHOOD OF CARPENTERS & JOINERS
LOGGERS LOCAL 2564

[Signature]
[Signature]
[Signature]

[Signature]

LETTERS OF UNDERSTANDING

RECONFIRMED ON MAY 31, 1993

BETWEEN

ABITIBI-PRICE INC.
FIBRE RESOURCES DIVISION

AND

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
LOGGERS LOCAL 2564

1. Board and Lodging - Weekend

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

2. Financial Obligations of Employer - September 13/66

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Re: Independent Sawmills - June 19/79

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

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

The following paragraphs of that letter are reconfirmed.

Paragraph #2:

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

Paragraph #4:

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

8. Re: Weekly Time Sheet - May 27/90

The Company agrees that employees covered by this Agreement, who are paid on Company payroll, will, in addition to a cheque and cheque stub, receive a copy of their weekly time sheet.

9. Re: Camp Facilities - May 27/90

The company agrees that where logging operations requiring camp facilities are established under this Collective Agreement, such facilities will be similar in all respects to other camp operations carried on by Abitibi-Price in the Province of Newfoundland and Labrador.

10. Re: Article 17.01(a) Amended by Consultation - May 27/90

The Company agrees that the provisions of Article 17.01(a) can be amended by consultation between the Union Business Agent and a Management Representative responsible for any area where rough terrain or other factors require a re-assessment of the rate heretofore provided.

11. Re: Pay-Packing of Wood - May 27/90

The Company agrees that the distance of the "pay-packing" of wood will be the subject of a mutual agreement between the Union Business Agent and a Management-Representative.

12. Re: Equipment Lost Due to Fire or Theft - May 27/90

The Company agrees that an employee's request for replacement of equipment that is lost due to fire or theft, while such equipment is subject to Company control, will be considered on the merits surrounding the loss.

13. Re: Safety Apparel - Contractors - May 27/90

The Company agrees to have safety apparel available for purchase by the employees through the contractor.

14. Re: Interpretation of Collective Agreement Article 12.06
- May 27/90

An employee who has been temporarily disabled as the result of an illness or accident, upon obtaining a medical certificate of fitness, will be required to return to the job which he left if same is continuing.

In the event that an employee is permanently disabled from doing the job he left, but has a medical certification indicating that he is capable of performing work in another job, he may exercise his seniority rights for the first job that becomes available provided he has previously demonstrated his skill and ability in the job. He will not have the right to bump a junior employee who was working prior to his having received such medical certification.

15. Re: 2.50 Meter Cut and Bunch Wood on Skids - May 27/90

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

FOR ABITIBI-PRICE INC.

Wendee a. Bar
May 31/93

FOR U.B.C.J.A., LOCAL 2564

[Signature]
May 31/93

LETTER OF UNDERSTANDING

BETWEEN

**ABITIBI-PRICE INC.
FIBRE RESOURCES**

AND

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA
LOGGERS LOCAL 2564**

The Company agrees all Main Roads used for the transportation of men and the trucking of fibre will be graded when necessary. A Union Business Agent and a Management Representative responsible for the area will make periodical assessments to determine when grading is necessary with due regard for cost and safety.

FOR ABITIBI-PRICE INC.

FOR U.B.C.J.A., LOCAL 2564



H. Taylor.



James Walsh


Doug Deane

Date

May 31/53

Date

May 31/53

LETTER OF UNDERSTANDING

BETWEEN

**ABITIBI-PRICE INC.
FIBRE RESOURCES**

AND

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS
OF AMERICA
LOGGERS LOCAL 2564**

The Company and the Union agree that in the case of the contractor operating in Chain Lakes from Springdale with the marshalling point at **Baie Verte** Junction, the following arrangements will apply: "The bus will travel from Springdale to **Baie Verte** Junction with normal walking and riding provisions commencing at marshalling point and no cost to the **Company** for the bus operator from Springdale to **Baie Verte** Junction.

FOR ABITIBI-PRICE INC.

FOR U.B.C.J.A., LOCAL 2564

Date

Date

LETTER OF UNDERSTANDING

BETWEEN

ABITIBI-PRICE INC.
FIBRE RESOURCES

AND

UNITED BROTHERHOOD OF CARPENTERS & JOINERS
OF AMERICA
LOGGERS LOCAL 2564

Both parties agree that the change in the wording from Woodlands Operations to Fibre Resources Operations in no way effects nor does it add to or take away from the original intent of the agreement with respect to the certification, recognition and jurisdiction.

FOR ABITIBI-PRICE INC.

FOR U.B.C.J.A., LOCAL 2564

Date

[Signature]
[Signature]
Date
May 31/93

Date

[Signature]
[Signature]
Date
May 31/93

LETTER OF UNDERSTANDING

BETWEEN

ABITIBI-PRICE INC.
FIBRE RESOURCES

AND

UNITED BROTHERHOOD OF CARPENTERS & JOINERS
OF AMERICA
LOGGERS LOCAL 24564

A minimum of twelve (12) weeks of employment will be offered to those employees who worked in 1992 and likewise in 1994 the same offer will be made to those who worked in 1993 and likewise in 1995 the same offer will be made to those who worked in 1994 and likewise in 1996 the same offer will be made to those who worked in 1995. This offer is related to mill demand and available wood supply.

FOR ABITIBI-PRICE INC.

FOR U.B.C.J.A., LOCAL 2564

Date

Date

BENEFIT PLANS

FOR

EMPLOYEES OF

ABITIBI-PRICE INC.
FIBRE RESOURCES

AND

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
LOGGERS LOCAL 2564

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

FOR

ELIGIBLE UNION EMPLOYEES

OF

ABITIBI-PRICE INC.

AND

WHO ARE MEMBERS OF

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
LOGGERS LOCAL 2564**

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

Detailed information is available through your Industrial Relations' Department.

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GROUP LIFE INSURANCE

Type of Plan

One year group renewal term.

Eligibility

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

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

Definitions

Regular Employees

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

Dependent

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

Benefit

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

Death Benefit

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

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

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

Spouse

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

Dependent

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

Options at Death

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

Premium Cost

The **Company** will pay the full cost.

Conversion Option

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

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

Periods of Lay-Off

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

Leave of Absence

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

Termination of Insurance

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

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

CLAIM PROCEDURES

Life Insurance Benefit

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

Change of Carrier

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

Retirements

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

. . ACCIDENTAL DEATH & DISMEMBERMENT

Eligibility

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

Contributions

Paid in full by the Employer.

Schedule of Benefits

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

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

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

Employee

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

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

Spouse and Dependent

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

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

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

Exposure and Disappearance

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

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

Beneficiary

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

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

Definitions

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

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

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

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

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

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

Exceptions

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

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

Periods of Lay-Off

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

Termination of Insurance

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

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

WEEKLY INDEMNITY

Eligibility

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

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

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

Benefit

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

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

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

Your benefit will commence:

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

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

Periods of Lay-Off

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

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

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

Definition of Disability

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

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

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

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

Recurrent Disability

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

Integration of Benefits

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

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

Taxes at Source

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

Termination of Covet-ace

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

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

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

Unemployment Insurance Commission Registration

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

Exceptions and Limitations

Benefits will not be payable for the following:

1. Those days for which you receive holiday pay, vacation pay, or more than one-half day's regular pay, from your Employer.
2. A disability for which you are not under the continuing care and treatment of a physician. Benefits are not payable for a disability not supported by a specific diagnosis (i.e. fatigue, anxiety, etc., are not specified diagnosis).
3. Self-inflicted injuries or illness while sane or insane.
4. Any disability for which you are entitled to indemnity or **compensation** under Workers' **Compensation** Act.
5. Bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in **a** riot.
6. **under all circumstances, the insurer shall** have the right to require the disabled employee to undergo a medical examination at the insurer's expense when and so often as may be required.
7. On attainment of age **65**.
8. Pregnancy, miscarriage, childbirth, or any complication thereof.
9. For a period of disability in excess of two weeks where treatment is rendered solely by **chiropractor provided** it has been **recommended** by a physician or surgeon. In the case of **chiropractors**, certification of disability will only be accepted for payment of **benefit for** up to a maximum of four **(4)** weeks per insured person per calendar year.
10. Alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is undergoing a regular rehabilitative treatment approved by the Company and a physician.

11. The disability is due to cosmetic surgery or treatment as determined by **Confed**, unless such surgery or treatment is for accidental injury and commences within **90** days of the accident.
12. The disability arises while engaged in employment for remuneration or profit with any other employer, including strike or holidays.
13. The disability is the result of engaging in a criminal act.

CLAIM PROCEDURES

Weekly Indemnity Benefit

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

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

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

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

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

Cost

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

Government Disability Plans

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

LONG TERM DISABILITY

Eligibility

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

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

Benefit

The maximum monthly benefit payable will be **\$1,200** per month.

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

1. the long term disability benefits **shall** be reduced by any benefits or replacement income that is payable, or would have been payable, had a satisfactory request been submitted to the government under **CPP/QPP** and under any Workers' Compensation Act related directly to the accident or illness for which these benefits are paid.
2. earnings or payments **from** any employer.
3. disability benefits payable under any other group, association or franchise insurance plan.
4. retirement benefits provided by an employer and/or a government.
5. **income replacement** indemnity payable under any government plan of automobile insurance.

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

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

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

Commencement of Benefits

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

Maximum Benefit Period

Once you have satisfied the qualifying period, you will receive a monthly income until your **65th** birthday or the cessation of total disability, or until you have received a maximum of **60** months in benefits, whichever occurs first.

Waiver of Premium

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

Exceptions and Limitations

Benefits will not be payable for the following:

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

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

Claim Procedures

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

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

MAJOR MEDICAL

Eligibility

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

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

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

Co-ordination of Benefits

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

Hospital Benefit

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

Payment of Benefits

This benefit pays **100%** of all eligible expenses under item 1 and **80%** of all other benefits which are in excess of a deductible of **\$25** up to a maximum per calendar year of **\$10,000** less any major medical payments made during the immediately preceding 2 calendar years for each covered individual.

Deductible

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

Eligible Expenses

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

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

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

9. Rental of a hospital bed, iron lung or wheelchair.
10. Room and board and normal nursing care for the patient in a licensed nursing home or approved hostel, under **the** supervision of a physician, up to **\$30** per day to a maximum of **30** days per year.
11. Physiotherapy by a person duly qualified and registered and legally engaged in the practice of physiotherapy, provided such services, by duration and type, have been prescribed by a physician.
12. Professional services of a physician (where this coverage is permitted by law) with the following conditions:
 - (a) In the case of treatment for mental and nervous disorders while not confined to **hospital**, **payment** will be at **50%** and is subject to a maximum payment of **\$10** for each treatment and **\$500** for all treatments during any calendar year.
 - (b) For emergency treatment outside Canada, reasonable and customary charges in the area in which the service is given will be considered as an eligible expense less the amount payable under your **provincial medicare** plan.
13. Hospital charges incurred for emergency treatment outside Canada, including room and board (for the difference between the benefit payable by the **provincial hospital plan** and the actual cost of ward accommodation) and charges for special hospital services for a maximum of **31** days per period of **disability**.
14. Orthopaedic shoes when prescribed by an attending physician. One pair per year subject to a maximum of **\$50.00**.
15. Chiropractor - **\$10** per visit to a maximum of **\$200** per year.

Vision Care - Employee and Dependents

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

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

Maternity Expenses

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

Expenses Not Covered

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

Periods of Lay-Off

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

Termination of Insurance

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

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

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

CLAIM PROCEDURE
HOSPITAL 8 MAJOR MEDICAL BENEFIT

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

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

Abitibi-Price Inc.
Fibre Resources Division
P.O. Box 40
Stephenville, NF
A2N 2Y8

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

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

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

DENTAL CARE PLAN

Eligibility

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

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

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

Co-ordination of Benefits

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

Covered Expenses

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

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

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

Pre-Determination of Benefits

If the cost of a course of treatment planned is expected to exceed \$200, the course of treatment must be filed with, and approved by, the insurance company prior to the commencement of treatment. The forms are available from your Employer. After reviewing the proposed treatment, the insurance company will notify both you and your dentist of the estimated payment under the plan. Failure to file and obtain approval may result in benefits of a lesser amount than would otherwise have been payable. When optional procedures are available, reimbursement will be based on the least expensive procedure which, as determined by the insurance company, will produce a professionally adequate result.

Exclusions

The plan does not cover:

dental services not listed under "Covered Expenses" services not performed by a licensed dentist or **denturist**.
 any eligible expenses for which coverage is provided or available (or would be if the plan was not in effect) under any insurance or other contract, plan or law.
~~treatments received before the effective date of your benefits.~~
 dental services to and from the place of treatment.
 treatment brought about by conditions arising from war, riot or insurrection, or while serving in the armed forces of any country.
 self-inflicted injuries or illness while sane or insane.
 fixed bridgework.
 charges levied by a physician or dentist for his/her time spent travelling, broken appointments, his/her transportation costs, room rental charges, or for advice given by him/her by telephone or other means of telecommunication.
 dental treatment received from a dental or medical department maintained by an employer, an association, or a labour union.
 services and supplies rendered for full mouth reconstruction, for a vertical dimension correction, or for a correction to temporal mandibular joint dysfunction.

Termination of Benefits

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

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

Extension of Benefits

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

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

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

Workers' Compensation

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

How to Claim

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

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

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