

**MASTER AGREEMENT
BETWEEN
ABITIBI-PRICE INC.
AND THE
CANADIAN PAPERWORKERS UNION**

AT

**FORT WILLIAM DIVISION
THUNDER BAY DIVISION
PROVINCIAL PAPERS
IROQUOIS FALLS DIVISION
GRAND FALLS DIVISION
STEPHENVILLE DIVISION
CHANDLER MILL**

MAY 1, 1990 - APRIL 30, 1993

Stephenville, Local 1093

01179 (03)

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Stephenville, Local 1093

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M1 Parties

M1.01 The master portion of this Agreement is between the following member companies of the Abitibi-Price group, the Canadian Paperworkers union and the following Locals of the Canadian Paperworkers Union:

**Abitibi-Price Inc. (Iroquois Falls Division)
and Locals 90 and 109
Abitibi-Price Inc. (Fort William Division)
and Local 132
Abitibi-Price Inc. (Thunder Bay Division)
and Locals 134 and 249
Provincial Papers, Division of Abitibi-Price
Inc. Locals 239 and 40
Abitibi-Price Inc. (Grand Falls Division)
and Locals 63, 88, 161, 59, and 158
Abitibi-Price Inc. (Stephenville Division)
and Local 1093
La Compagnie Gaspesia Ltee. (Chandler) and
Locals 455, 858, and 162**

M1.02 In this "master" section of the collective agreement, each employer is referred to as "the Company" and each Local Union is referred to as "the Union".

M32 Joint Health and Safety Conference

M32.01 During the term of the 1990-93 collective agreement, a joint Abitibi-Price/Canadian Paperworkers Union Safety Conference will be held annually. This conference will be held in October or November with the date and location being subject to mutual agreement.

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

M32.03(a) Two delegates fro" each local union, one of whom is a member of the mill Joint Health and Safety Committee, may attend the conference. These delegates shall be compensated for scheduled hours lost as a result of attending the two (2) day conference and one (1) day advance preparatory session. In addition those delegates re-quired to absent themselves from their regular shifts to travel to and from the conference will be compensated for any loss of scheduled hours they would otherwise have worked to a maximum of two (2) additional days. The Company will compensate delegates for transportation expenses and will contribute \$75.00 per day for incurred living expenses.

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

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

M32.05 The agenda will be confined to those policy matters affecting the health and safety of employees at the respective mills. Agenda items must be submitted by the mill joint committee representatives to both the Abitibi-Price Divisional Industrial Relations Departments and the CPU National Office, not later than August 1st each year.

M38 J.C.P.

M38.01 It is agreed that all jobs under the jurisdiction of the Canadian Paperworkers union, except jobs in the mechanical trades and related occupations, and/or jobs properly covered by the Papermakers' Wage Scale,

clerical jobs and supervisory jobs, will be classified using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

M38.02 Implementation

- (a) The Job Classification Plan is the basis for determining the job class applicable to any existing jobs. any newly created jobs or any jobs which have changed.
- (b) The Wage Rate Structure established for the various job classifications is set forth in the "Schedule of Wage Rates", which forms part of this agreement.
- (c) (i) If the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.
 - (ii) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.

- (iii) In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.

- (iv) The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to c(i). Where an evaluation or re-evaluation results in a rate lower than that in effect previously, the higher rate will be maintained as a "red circle" rate. Such red circle rates will be applicable only to those incumbents classified and holding (or employees who have worked within the last 12 months as relief in) the position evaluated or re-evaluated prior to receipt of the Joint Classification Committee's notification of the lower classification.

Such "red circle" rates will disappear through attrition, promotion or adjustment to the J.C.P wage scale. General wage increases, however, will continue to apply to such red circle rates.

- (d) The Job Classification Plan will be implemented and upward adjustment will be effective on:
- (i) May 1, 1980 for the Thunder Bay, Fort William Iroquois Falls, Beaufre, Smooth Rock Falls and Chandler Division;
 - (ii) As soon as practical for Kenogami, and Stephenville Divisions;
 - (iii) June 1, 1977 for the Grand Falls Division; (in the case of Grand Falls, the new job evaluation scale which forms part of this Appendix will become effective May 1, 1980.)
 - (iv) May 1, 1981 for Provincial Papers.
 - (v) At Botwood the Job Classification Plan will be implemented during the term of the 1980-1982 collective agreement.

- (e) Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the dates applicable in (d) above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve month period prior to the date of implementation of the Plan at each location. Employees hired, transferred, or posted to another department after the dates referred to in (d) above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.
- (f) General increases will apply to all occupations.
- (g) Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.
- (h) Incentive rates presently allowed to the employees of the Steam Plant will continue to apply.

- (i) **The Mill Committee will meet as required.**
 - (j) **The Joint Classification Committee will meet as required.**
 - (k) **As a condition of continued participation in the plan by the Abitibi-Price Inc. Group companies, and in consideration of the Companies' agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.**
- (1) **On the principle that, In implementing the Job Classification Plan, no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply:**
- (i) **If movement occurs downwards through lines of progression because of curtailment, individuals effected will revert to the rates they formerly enjoyed on the lower jobs to which**

they are transferred or the evaluated rate for the job at that particular time, whichever is the higher.

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

M39 Wage Schedule

JOB CLASSIFICATION PLAN SCALE

<u>Class</u>	<u>May 1, 1990</u>	<u>May 1, 1991</u>	<u>May 1, 1992</u>
1	16,220	17,110	18,050
2	16,395	17,295	18,245
3	16,600	17,515	18,480
4	16,785	17,710	18,685
5	17,000	17,935	18,920
6	17,205	18,150	19,150
7	17,430	18,390	19,400
8	17,645	18,615	19,640
9	17,830	18,810	19,845
10	18,100	19,095	20,145
11	18,360	19,370	20,435
12	18,585	19,605	20,685
13	18,835	19,870	20,965
14	19,090	20,140	21,250
15	19,340	20,405	21,525
16	19,650	20,730	21,870
17	19,925	21,020	22,175
18	20,205	21,315	22,485
19	20,510	21,640	22,830
20	20,795	21,940	23,145
21	21,105	22,265	23,490
22	21,380	22,555	23,795
23	21,675	22,865	24,125
24	21,980	23,190	24,465
25	22,275	23,500	24,795
26	22,555	23,795	25,105
27	22,870	24,130	25,455
28	23,150	24,425	25,770
29	23,445	24,735	26,095
30	23,745	25,050	26,430
31	24,020	25,340	26,735

MIDITH OF MACHINES IN INCHES

400	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	
450	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
500	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
550	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	
600	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
650	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
700	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	
750	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	
800	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	
850	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	
900	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	
950	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	
1000	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	
1050	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	
1100	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	
1150	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	
1200	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	
1250	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	
1300	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
1350	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	
1400	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	
1450	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	
1500	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	
1550	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	
1600	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	
1650	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	
1700	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	
1750	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	
1800	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	
1850	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	
1900	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	
1950	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	

1950 190 110 130 150 170 190 210 230 250 270 290 310 330 350 370 390 410 430 450 470 490 510 530 550 570 590 610 630 650 670 690 710 730 750 770 790 810 830 850 870 890 910 930
2000 111 131 151 171 191 211 231 251 271 291 311 331 351 371 391 411 431 451 471 491 511 531 551 571 591 611 631 651 671 691 711 731 751 771 791 811 831 851 871 891 911 931
2100 112 132 152 172 192 212 232 252 272 292 312 332 352 372 392 412 432 452 472 492 512 532 552 572 592 612 632 652 672 692 712 732 752 772 792 812 832 852 872 892 912 932
2200 113 133 153 173 193 213 233 253 273 293 313 333 353 373 393 413 433 453 473 493 513 533 553 573 593 613 633 653 673 693 713 733 753 773 793 813 833 853 873 893 913 933
2300 114 134 154 174 194 214 234 254 274 294 314 334 354 374 394 414 434 454 474 494 514 534 554 574 594 614 634 654 674 694 714 734 754 774 794 814 834 854 874 894 914 934
2400 115 135 155 175 195 215 235 255 275 295 315 335 355 375 395 415 435 455 475 495 515 535 555 575 595 615 635 655 675 695 715 735 755 775 795 815 835 855 875 895 915 935
2500 116 136 156 176 196 216 236 256 276 296 316 336 356 376 396 416 436 456 476 496 516 536 556 576 596 616 636 656 676 696 716 736 756 776 796 816 836 856 876 896 916 936
2600 117 137 157 177 197 217 237 257 277 297 317 337 357 377 397 417 437 457 477 497 517 537 557 577 597 617 637 657 677 697 717 737 757 777 797 817 837 857 877 897 917 937
2700 118 138 158 178 198 218 238 258 278 298 318 338 358 378 398 418 438 458 478 498 518 538 558 578 598 618 638 658 678 698 718 738 758 778 798 818 838 858 878 898 918 938
2800 119 139 159 179 199 219 239 259 279 299 319 339 359 379 399 419 439 459 479 499 519 539 559 579 599 619 639 659 679 699 719 739 759 779 799 819 839 859 879 899 919 939
2900 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940
3000 121 141 161 181 201 221 241 261 281 301 321 341 361 381 401 421 441 461 481 501 521 541 561 581 601 621 641 661 681 701 721 741 761 781 801 821 841 861 881 901 921 941
3100 122 142 162 182 202 222 242 262 282 302 322 342 362 382 402 422 442 462 482 502 522 542 562 582 602 622 642 662 682 702 722 742 762 782 802 822 842 862 882 902 922 942
3200 123 143 163 183 203 223 243 263 283 303 323 343 363 383 403 423 443 463 483 503 523 543 563 583 603 623 643 663 683 703 723 743 763 783 803 823 843 863 883 903 923 943
3300 124 144 164 184 204 224 244 264 284 304 324 344 364 384 404 424 444 464 484 504 524 544 564 584 604 624 644 664 684 704 724 744 764 784 804 824 844 864 884 904 924 944
3400 125 145 165 185 205 225 245 265 285 305 325 345 365 385 405 425 445 465 485 505 525 545 565 585 605 625 645 665 685 705 725 745 765 785 805 825 845 865 885 905 925 945
3500 126 146 166 186 206 226 246 266 286 306 326 346 366 386 406 426 446 466 486 506 526 546 566 586 606 626 646 666 686 706 726 746 766 786 806 826 846 866 886 906 926 946

Application of Papermakers Wage Schedule:

The machines must maintain increased or reduced speeds for a period of twelve (12) working days before changes in rates shall be applied according to the schedule.

Widths

Widths of machines are definitely established. Starting with 100 inches and up to, but not including, 110 inches is a group unit called Class 1. Starting with 110 inches and up to, but not including, 120 inches is a group unit called Class 2. This same rule applies all the way down the width differential line.

Speeds

Starting with 400 feet and up to, but not including, 450 feet is a group unit called Class 1. Starting with 450 feet and up to, but not including, 500 feet is a group unit called Class 2. In the speed line the classifications of machines will advance if speed of machine is increased sufficiently to put the " over the 50 foot differential line into higher classes. A 100-inch machine is established as the minimum width for all machines less than 100 inches in width. Fourdrinier widths shall be determined by face width of breast roll. Speed will be taken from the Avtron equipment on the drum reel drive.

ABITIBI-PRICE INC.
PAPERMAKERS' WAGE SCHEDULE

effective May 1, 1990

<u>Class</u>	<u>Machine Tender</u>	<u>Back Tender</u>	<u>3rd Hand</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th Hand</u>
20	21.03	19.97	18.68	17.55	17.23	16.93
21	21.15	20.09	18.76	17.76	17.28	16.93
22	21.21	20.19	18.79	17.82	17.35	16.93
23	21.31	20.31	18.91	17.83	17.38	16.96
24	21.51					16.96
25	21.66	20.53	19.04	17.89	17.46	16.97
26	21.68	20.73	19.09	17.90	17.48	16.97
27	21.82	20.79	19.19	17.96	17.52	16.97
28	21.91	20.91	19.26	18.02	17.53	17.00
29	22.02	21.02	19.35	18.03	17.55	17.00
30	22.21	21.08	19.43	18.04	17.57	17.00
31	22.32	21.18	19.55	18.05	17.62	17.03
32	22.47	21.30	19.60	18.06	17.63	17.03
33	22.62	21.38	19.64	18.07	17.65	17.03
34	22.65	21.54	19.69	18.09	17.67	17.04
35	22.69	21.62	19.75	18.13	17.68	17.04
36	22.81	21.73	19.83	18.16	17.72	17.04
37	22.86	21.78	19.92	18.21	17.76	17.06
38	22.94	21.85	19.96	18.25	17.77	17.06
39	23.07	21.91	19.99	18.26	17.80	17.06
40	23.16	22.02	20.03	18.31	17.83	17.06
41	23.21	22.07	20.09	18.32	17.84	17.09
42	23.29	22.21	20.18	18.40	17.87	17.09
43	23.39	22.30	20.20	18.41	17.89	17.09
44	23.47	22.38	20.29	18.47	17.90	17.09
45	23.55	22.47	20.32	18.54	18.02	17.15
46	23.65	22.58	20.37	18.59	18.03	17.15
47	23.73	22.65	20.41	18.67	18.04	17.15
48	23.81	22.69	20.54	18.68	18.05	17.21
49	23.91	22.81	20.66	18.69	18.06	17.23

May 1, 1990

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
50	23.97	22.89	20.71	18.71	18.07	17.24
51	24.02	22.94	20.73	18.76	18.13	17.28
52	24.16	23.01	20.77	18.78	18.16	17.31
53	24.20	23.10	20.80	18.83	18.21	17.32
54	24.25	23.17	20.85	18.90	18.23	17.33
55	24.34	23.23	21.01	18.91	18.25	17.38
56	24.45	23.31	21.03	18.92	18.26	17.39
57	24.53	23.46	21.08	18.97	18.29	17.43
58	24.60	23.51	21.15	18.98	18.30	17.46
59	24.69	23.56	21.19	19.01	18.31	17.48
60	24.77	23.70	21.26	19.04	18.32	17.50
61	24.85	23.79	21.37	19.06	18.39	17.52
62	24.92	23.91	21.50	19.09	18.41	17.53
63	25.00	23.97	21.52	19.19	18.51	17.55
64	25.04	24.04	21.54	19.20	18.52	17.57
65	25.13	24.16	21.56	19.22	18.54	17.58
66	25.27	24.20	21.68	19.23	18.59	17.63
67	25.36	24.28	21.78	19.26	18.65	17.65
68	25.44	24.39	21.82	19.29	18.67	17.67
69	25.51	24.49	21.86	19.33	18.68	17.68
70	25.63	24.56	21.91	19.36	18.69	17.72
71	25.73	24.63	22.02	19.43	18.74	17.76
72	25.87	24.77	22.14	19.47	18.78	17.77
73	25.98	24.87	22.17	19.58	18.83	17.80
74	26.13	24.98	22.27	19.63	18.91	17.82
75	26.22	25.02	22.32	19.69	18.97	17.83
76	26.40	25.16	22.46	19.75	19.01	17.84
77	26.49	25.28	22.50	19.83	19.06	17.87
78	26.65	25.38	22.61	19.86	19.11	17.89
79	26.77	25.51	22.67	19.96	19.19	17.90
80	26.93	25.63	22.71	19.99	19.22	17.95
81	27.01	25.68	22.83	20.11	19.32	18.00
82	27.15	25.79	22.89	20.16	19.34	18.01
83	27.30	25.89	22.94	20.21	19.37	18.03
84	27.35	25.99	23.05	20.26	19.47	18.05

May 1, 1990

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
	27.56	26.11	23.15	20.36	19.50	18.06
::	27.66	26.19	23.20	20.41	19.57	18.07
87	27.81	26.36	23.28	20.50	19.62	18.12
88	27.92	26.42	23.35	20.53	19.67	18.13
89	28.09	26.47	23.45	20.64	19.71	18.16
90	28.19	26.66	23.48	20.67	19.75	18.18
91	28.33	26.77	23.59	20.73	19.83	18.20
92	28.47	26.80	23.68	20.77	19.85	18.23
93	28.59	26.95	23.78	20.88	19.92	18.26
94	28.69	27.03	23.83	20.91	19.93	18.29
95	28.79	27.15	23.91	20.98	19.96	18.30
96	28.87	27.20	23.97	21.03	19.99	18.31
97	28.98	27.29	24.04	21.06	20.03	18.32
98	29.07	27.35	24.11	21.13	20.07	18.34
99	29.17	27.45	24.16	21.16	20.09	18.35
100	29.26	27.52	24.22	21.21	20.13	18.39

ABITIBI-PRICE INC.
PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 1991

<u>Class</u>	<u>Machine Tender</u>	<u>Back Tender</u>	<u>3rd Hand</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th Hand</u>
20	22.19	21.07	19.71	18.52	18.18	17.86
21	22.31	21.19	19.79	18.74	18.23	17.86
22	22.38	21.30	19.82	18.80	18.30	17.86
23	22.48	21.43	19.95	18.81	18.34	17.89
24	22.69	21.53	20.01	18.85	18.35	17.89
25	22.75	21.66	20.09	18.87	18.42	17.89
26	22.87	21.87	20.14	18.88	18.44	17.90
27	23.02	21.93	20.25	18.95	18.48	17.90
28	23.12	22.06	20.32	19.01	18.49	17.94
29	23.23	22.18	20.41	19.02	18.52	17.94
30	23.43	22.24	20.50	19.03	18.54	17.94
31	23.55	22.34	20.63	19.04	18.59	17.97
32	23.71	22.47	20.68	19.05	18.60	17.97
33	23.76	22.56	20.72	19.06	18.62	17.97
34	23.90	22.72	20.77	19.08	18.64	17.98
35	23.94	22.81	20.84	19.13	18.65	17.98
36	24.06	22.93	20.92	19.16	18.69	17.98
37	24.12	22.98	21.02	19.21	18.74	18.00
38	24.20	23.05	21.06	19.25	18.75	18.00
39	24.34	23.12	21.09	19.26	18.78	18.00
40	24.43	23.23	21.13	19.32	18.81	18.00
41	24.49	23.28	21.19	19.33	18.82	18.03
42	24.57	23.43	21.29	19.41	18.85	18.03
43	24.68	23.53	21.31	19.42	18.87	18.03
44	24.76	23.61	21.41	19.49	18.88	18.03
45	24.85	23.71	21.44	19.56	19.01	18.09
46	24.95	23.82	21.49	19.61	19.02	18.09
47	25.04	23.90	21.53	19.70	19.03	18.09
48	25.12	23.94	21.67	19.71	19.04	18.16
49	25.23	24.06	21.80	19.72	19.05	18.18

May 1, 1991

<u>Class</u>	<u>Machine Tender</u>	<u>Back Tender</u>	<u>3rd Hand</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th</u>
50	25.29	24.15	21.85	19.74	19.06	18.19
51	25.34	24.20	21.87	19.79	19.13	18.23
52	25.49	24.28	21.91	19.81	19.16	18.26
53	25.53	24.37	21.94	19.87	19.21	18.27
54	25.58	24.44	22.00	19.94	19.23	18.28
55	25.68	24.51	22.17	19.95	19.25	18.34
56	25.79	24.59	22.19	19.96	19.26	18.35
57	25.88	24.75	22.24	20.01	19.30	18.39
58	25.95	24.80	22.31	20.02	19.31	18.42
59	26.05	24.86	22.36	20.06	19.32	18.44
60	26.13	25.00	22.43	20.09	19.33	18.46
61	26.22	25.10	22.55	20.11	19.40	18.48
62	26.29	25.23	22.68	20.14	19.42	18.49
63	26.38	25.29	22.70	20.25	19.53	18.52
64	26.42	25.36	22.72	20.26	19.54	18.54
65	26.51	25.49	22.75	20.28	19.56	18.55
66	26.66	25.53	22.87	20.29	19.61	18.60
67	26.75	25.62	22.98	20.32	19.68	18.62
68	26.84	25.73	23.02	20.35	19.70	18.64
69	26.91	25.84	23.06	20.39	19.71	18.65
70	27.04	25.91	23.12	20.42	19.72	18.69
71	27.15	25.98	23.23	20.50	19.77	18.74
72	27.29	26.13	23.36	20.54	19.81	18.75
73	27.41	26.24	23.39	20.66	19.87	18.78
74	27.57	26.35	23.49	20.71	19.95	18.80
75	27.66	26.40	23.55	20.77	20.01	18.81
76	27.85	26.54	23.70	20.84	20.06	18.82
77	27.95	26.67	23.74	20.92	20.11	18.85
78	28.12	26.78	23.85	20.95	20.16	18.87
79	28.24	26.91	23.92	21.06	20.25	18.88
80	28.41	27.04	23.96	21.09	20.28	18.94
81	28.50	27.09	24.09	21.22	20.38	18.99
82	28.64	27.21	24.15	21.27	20.40	19.00
83	28.80	27.31	24.20	21.32	20.44	19.02
84	28.85	27.42	24.32	21.37	20.54	19.04

May 1, 1991

<u>Class</u>	<u>Machine Tender</u>	<u>Back Tender</u>	<u>3rd Hand</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th Hand</u>
85			24.42	21.48	20.57	19.05
86	29.18	27.63	24.48	21.53	20.65	19.06
87	29.34	27.81	24.56	21.63	20.70	19.12
88			24.63	21.66	20.75	19.13
89	29.46	27.93	24.74	21.78	20.79	19.16
90	29.74	28.13	24.77	21.81	20.84	19.18
91	29.89	28.24	24.89	21.87	20.92	19.20
92	30.04	28.27	24.98	21.91	20.94	19.23
93	30.16	28.43	25.09	22.03	21.02	19.26
94	30.27	28.52	25.14	22.06	21.03	19.30
95	30.37	28.64	25.23	22.13	21.06	19.31
96	30.46	28.70	25.29	22.19	21.09	19.32
97	30.57	28.79	25.36	22.22	21.13	19.33
98	30.67	28.85	25.44	22.29	21.17	19.35
99	30.77	28.96	25.49	22.32	21.19	19.36
100	30.87	29.03	25.55	22.38	21.24	19.40

ABITIBI-PRICE INC.
PAPERMAKERS' WAGESCHEDULE

Effective May 1, 1992

<u>Class</u>	<u>Machine Back Tender</u>	<u>3rd Tender</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th Hand</u>	
20	23.41	22.23	20.79	19.54	19.18	18.84
21	23.54	22.36	20.88	19.77	19.23	18.84
22	23.61	22.47	20.91	19.83	19.31	18.84
23	23.72	22.61	21.05	19.84	19.35	18.87
24	23.94	22.71	21.11	19.89	19.36	18.87
25	24.00	22.85	21.19	19.91	19.43	18.87
26	24.13	23.07	21.25	19.92	19.45	18.88
27	24.29	23.14	21.36	19.99	19.50	18.88
28	24.39	23.27	21.44	20.06	19.51	18.93
29	24.51	23.40	21.53	20.07	19.54	18.93
30	24.72	23.46	21.63	20.08	19.56	18.93
31		23.57	21.76	20.09	19.61	18.96
32	25.01	23.71	21.82	20.10	19.62	18.96
33	25.07	23.80	21.86	20.11	19.64	18.96
34	25.21	23.97	21.91	20.13	19.67	18.97
35	25.26	24.06	21.99	20.18	19.68	18.97
36	25.38	24.19	22.07	20.21	19.72	18.97
37	25.45	24.24	22.18	20.27	19.77	18.99
38	25.53	24.32	22.22	20.31	19.78	18.99
39	25.68	24.39	22.25	20.32	19.81	18.99
40	25.77	24.51	22.29	20.38	19.84	18.99
41		24.56	22.36	20.39	19.86	19.02
42	25.92	24.72	22.46	20.48	19.89	19.02
43	26.04	24.82	22.48	20.49	19.91	19.02
44	26.12	24.91	22.59	20.56	19.92	19.02
45	26.22	25.01	22.62	20.64	20.06	19.08
46	26.32	25.13	22.67	20.69	20.07	19.08
47	26.42	25.21	22.71	20.78	20.08	19.08
48	26.50	25.26	22.86	20.79	20.09	19.16
49	26.62	25.38	23.00	20.80	20.10	19.18

May 1, 1992

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
50	26.68	25.48	23.05	20.83	20.11	19.19
51	26.73	25.53	23.07	20.88	20.18	19.23
52	26.89	25.62	23.12	20.90	20.21	19.26
53	26.93	25.71	23.15	20.96	20.27	19.27
54	26.99	25.78	23.21	21.04	20.29	19.29
55	27.09	25.86	23.39	21.05	20.31	19.35
56	27.21	25.94	23.41	21.06	20.32	19.36
57	27.30	26.11	23.46	21.11	20.36	19.40
58	27.38	26.16	23.54	21.12	20.37	19.43
59	27.48	26.23	23.59	21.16	20.38	19.45
60	27.57	26.38	23.66	21.19	20.39	19.48
61	27.66	26.48	23.79	21.22	20.47	19.50
62	27.74	26.62	23.93	21.25	20.49	19.51
63	27.83	26.68	23.95	21.36	20.60	19.54
64	27.87	26.75	23.97	21.37	20.61	19.56
65	27.97	26.89	24.00	21.40	20.64	19.57
66	28.13	26.93	24.13	21.41	20.69	19.62
67	28.22	27.03	24.24	21.44	20.76	19.64
68	28.32	27.15	24.29	21.47	20.78	19.67
69	28.39	27.26	24.33	21.51	20.79	19.68
70	28.53	27.34	24.39	21.54	20.80	19.72
71	28.64	27.41	24.51	21.63	20.86	19.77
72	28.79	27.57	24.64	21.67	20.90	19.78
73	28.92	27.68	24.68	21.80	20.96	19.81
74	29.09	27.80	24.78	21.85	21.05	19.83
75	29.18	27.85	24.85	21.91	21.11	19.84
76	29.38	28.00	25.00	21.99	21.16	19.86
77	29.49	28.14	25.05	22.07	21.22	19.89
78	29.67	28.25	25.16	22.10	21.27	19.91
79	29.79	28.39	25.24	22.22	21.36	19.92
80	29.97	28.53	25.28	22.25	21.40	19.98
81	30.07	28.58	25.41	22.39	21.50	20.03
82	30.22	28.71	25.48	22.44	21.52	20.05
83	30.38	28.81	25.53	22.49	21.56	20.07
84	30.44	28.93	25.66	22.55	21.67	20.09

May 1, 1992

<u>Class</u>	<u>Machine Tender</u>	<u>Back Tender</u>	<u>3rd Hand</u>	<u>4th Hand</u>	<u>5th Hand</u>	<u>6th Hand</u>
85	30.68	29.07	25.76	22.66	21.70	20.10
86	30.78	29.15	25.83	22.71	21.79	20.11
87	30.95	29.34	25.91	22.82	21.84	20.17
88	31.08	29.40	25.98	22.85	21.89	20.18
89	31.26	29.47	26.10	22.98	21.93	20.21
90	31.38	29.68	26.13	23.01	21.99	20.23
91	31.53	29.79	26.26	23.07	22.07	20.26
92	31.69	29.82	26.35	23.12	22.09	20.29
93	31.82	29.99	26.47	23.24	22.18	20.32
94	31.93	30.09	26.52	23.27	22.19	20.36
95	32.04	30.22	26.62	23.35	22.22	20.37
96	32.14	30.28	26.68	23.41	22.25	20.38
97	32.25	30.37	26.75	23.44	22.29	20.39
98	32.36	30.44	26.84	23.52	22.33	20.41
99	32.46	30.55	26.89	23.55	22.36	20.42
100	32.57	30.63	26.96	23.61	22.41	20.47

M42 Local Issues

M42.01

- (a) **The parties agree that local issues, which may arise, at Divisions during the term of the collective agreement should be identified and discussed at the appropriate Division prior to commencement of joint bargaining. Accordingly It is agreed that the Union will submit to local management a complete listing of local issues no later than January 30th of the final year of the agreement. It is understood that only those local issues which arise from situations occurring after January 30th may be subsequently raised as local issues prior to the commencement of negotiations.**
- (b) **Management agrees to meet, discuss and attempt to resolve these items no later than March 1st in the final year of the agreement.**
- (c) **It is understood that:**
 - (i) **Items that may or may not have monetary impact (such as improvements in working conditions) but which are unique to the location in which they are presented, and which would not apply**

directly to an operation in another location, are local issues.

- (ii) Items which involve any change to collective agreement language are not local issues.

M43 Job Security

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

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

1. Special early retirement provisions.
2. Freeze on the hiring of permanent employees.
3. Retraining.
4. Transfers to other job vacancies.
5. Exercise of the bumping provisions of agreement.
6. Attrition (death, retirement, voluntary resignation, discharge for cause).

COLLECTIVE AGREEMENT,

BETWEEN

**ABITIBI-PRICE INC.
STEPHENVILLE DIVISION**

AND

THE CANADIAN PAPERWORKERS UNION

AND ITS

LOCAL NO. 1093

MAY 1, 1990 - APRIL 30, 1993

1. Parties

1.01 This Agreement Is between Abitibi-Price Inc., Stephenville Division (referred to herein as the Company), and the Canadian Paperworkers Union - CLC and Its Local 1093 (referred to herein as the Union) covering the mill of the Company located at Stephenville, Newfoundland.

2. Purpose

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

(b) The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Plant under methods that will promote to the fullest extent, safety to the employee, economy of operation and quality and quantity of output, cleanliness of plant and protection of property; and it is recognized by this Agreement to be the duty of the parties to this agreement and of all employees to cooperate fully, individually and collectively for the advancement of these conditions.

3. Union Recognition

3.01 The Company recognizes the Canadian Paperworkers Union and its Local 1093 as the sole agency representing all employees of the Company required for the operation of the mill, at Stephenville with the exceptions as described in the Certification Order issued by the Newfoundland Labour Relations Board on the 18th day of October, 1972 and exceptions as described in the amended Certification Order issued on the 21st day of May, 1974 or as may be amended by the Board subsequent to the original order. No Company Official, Supervisor or Foreman shall have a private understanding or agreement with any individual employee or group of employees in conflict herewith.

3.02 The Union recognizes Management's right to manage.

3.03 An employee promoted permanently to a position within the Company, over which the Union has no jurisdiction, may be returned by the Company, or at his own request, to his former position within three (3) months, provided that he remains in good standing with the Union. The Company will continue a check-off of Union dues for such promoted employees during this period or until the employee revokes such authorization. Employees so promoted will have the option of returning to the Union once.

4. union security

4.01 Any employee who is a member or who becomes a member or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing.

4.02 A new employee who is not a member of the Union shall join the Union within thirty (30) days after the commencement of his employment.

4.03 The Company shall deduct, twice per month, commencing with the first month of employment, from the wages owing and payable to each employee within the Union's jurisdiction, the regular monthly membership dues of such employee and shall remit all deduction monthly to the Financial Secretary of the local union.

4.04 The local Union shall advise the Company, in writing, of the amount of the monthly deduction to apply to each employee. If there should be any change in the amount of such deduction, the Company shall be advised of such change by the Union one month prior to its effective date.

4.05 With the monthly remittance of the Union dues, the Company shall furnish the Union with a duplicate statement showing the total amount deducted and the names of any employees for whom deductions were and were not made.

4.06 The Company shall not be responsible for collecting any past or future arrears in Union dues, or any entrance or initiation fees, or fines, but shall be obliged only to deduct twice monthly the regular monthly dues as long as the wages due to the employee are sufficient to cover this deduction.

4.07 In consideration of this deduction and forwarding service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

4.08 All new employees shall serve a probationary period of thirty (30) worked days during which period the Union shall represent such employees in every capacity except as to discharge.

5. Jurisdiction/Cross-Trades

5.01 It is agreed that the 'cross-trades' concept will apply to all Tradesmen and Apprentices working at Abitibi-Price Inc., Stephenville Division. Generally, Tradesmen will be assigned work in their "primary trade". However, the Company may assign them to other trades or duties within their own group. Except as provided for in Article 14.07(c), production workers will not be required to perform maintenance or repair work normally done by Tradesmen.

5.02 Cross-trade groups Of primary trades:

Group A	Group B
Millwrights	Instrument Mechanics
Pipefitters	Electricians
Welders	
Machinists	
Heavy Equipment Mechanics	

5.03 Qualifications:

Cross-Tradesman AA - An employee who successfully completes his apprenticeship at the Abitibi-Price Inc., Stephenville Division, will be promoted to AA' status after one year of service as an 'A' tradesman.

Other tradesmen will progress to 'AA' automatically after successfully attaining 'A' rating and having worked as an 'A' tradesman for two (2) years.

Cross-Trades Electronics Technician/Cross-Trader Instrument Technician - must qualify as Cross-Tradesman 'AA' and successfully complete an electronics course designated by the Company.

5.04 All tradesmen and apprentices shall assist each other and shall work together as a team within their own group in the interest of getting the job done as quickly as possible. Alternatively, in the interest of efficiency, all tradesmen and apprentices will do work within their capability and within their group without assistance from any particular trade

6. contracting out

6.01 The Company will not contract out repair and maintenance work which is regularly performed by the repair crew, for which the mill is equipped, for which crews are available and which employees are capable of doing. The Company will advise the Union of its intention to contract out prior to the final agreement being reached with a contract.

7. Interrupt,., " of Work

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

7.02 Prior to a legal strike the parties shall meet to discuss procedures to ensure the essential services and complete security of the mill property and facilities. With implementation and continuance of the above, insurance benefits, excluding Weekly Indemnity and Long-Term Disability Benefits, will be maintained subject to the employees or the

Union paying the full cost of such coverage upon return to work. Weekly Indemnity and Long-Ten Disability Benefits being, paid at the commencement of a strike, supported by proper medical evidence when requested, will be continued.

8. Promotions & Transfers

8.01 (a) After having served the probationary period, pursuant to Article 4.08, a temporary employee will be assigned to a temporary employment call-in list and shall be called to employment in order of total mill service, provided that he:

- i) is capable of performing the work to which he is called,
- ii) makes himself available for work and works as required in any department.
- iii) The provisions of Article 8.01 (a) (i) and (ii) will apply to shiploading employees.

(b) When assigning temporary relief in the mill, the Company shall give preference, in order of seniority, to employees as follows:

- i) First opportunity shall be given to employees who are members of the shiploading

crew up to an accumulated maximum of forty-eight (48) hours worked in any work week.

- ii) Second opportunity shall be given to temporary employees on the casual call list to an accumulated maximum of forty-eight (48) hours worked in any work week.
- iii) If overtime relief work is required because all boat loading and call list employees have accumulated forty-eight (48) hours of work, first opportunity shall be given to employees who regularly work in the job classification in which the vacancy occurs.
- iv) Notwithstanding the above, if the situation arises where temporary relief is required in the mill, and the employees in the shiploading crew and the call list employees have accumulated forty-eight (48) hours of work, but no regular employee is available for work, then the Company reserves the right to revert first to the shiploading crew and secondly to the Casual call list and has the option of assigning a shift to one of

those employees - paying the appropriate overtime compensation.

- v) Workers from the call lists will be paid time and one-half for all time worked in excess of forty-eight (48) hours in any work week.
- vi) If the employee has worked as temporary relief in the mill and a boat arrives in port, he will be required to work on boat loading until its completion and the forty-eight (48) hours maximum worked is not applicable in this situation.
- vii) In calculating whether an employee has accumulated forty-eight (48) hours of work for the scheduling purposes of Article 8.01 (b) (i), (ii), (iii) and (iv), the hours paid for the time not worked pursuant to Articles 41.06, 41.07, 41.08, 41.09, 41.10 and 41.12 shall be included as if they were hours worked.

viii)

When a boat is scheduled to arrive in port for loading during the week, the following "Backing Off" rules will apply to the ship loading employees and call list employees:

1. If a boat is scheduled to arrive on Monday the employees mentioned above will be scheduled as normal.
2. If a boat is scheduled to arrive on Tuesday or Wednesday, they will work one (1) shift and then will be backed off.
3. If a boat is scheduled to arrive on Thursday, they will work two (2) shifts and then will be backed off.
4. If a boat is scheduled to arrive on Friday, they will work three (3) shifts and then will be backed off.
5. If a boat is scheduled to arrive on Saturday, they will work four (4) shifts and then will be backed off.

6. If a boat is scheduled to arrive on Tuesday to pick up a part load of 3,000 tons or less, the employees referred to in paragraph one will work one (1) shift and then will be backed off.

ix) In the event that call list employees work in jobs for a full week where eight hour shifts are applicable (such as yard services, stores, or oiling), they will be paid overtime under the conditions outlined in Article 15.01 and 15.02.

8.02(a) For the purpose of this Agreement there shall be three (3) classes of seniority: Job Seniority, Departmental Seniority and Mill Seniority.

- (b) 1) **Job Seniority** Is defined as the length of service in a specific job classification, measured from the date the employee is assigned to that job on a regular basis.
- 1i) **Departmental Seniority** is defined as the length of service in a particular department measured from the date an employee is assigned to that department on a regular basis.
- iii) **Mill Seniority** is defined as the length of service with Abitibi-Price Inc., Stephenville Division.
- iv) Seniority lists, showing mill, department and job seniority of each employee will be posted on or before February 15th of each year. This listing will be considered final and accurate if no objections are raised within the thirty (30) day period following posting.
- (c) In consideration of seniority for promotion, first preference shall be given to job seniority. When job seniority is equal, departmental seniority shall prevail. If job and departmental seniority are both equal, then mill seniority shall govern.

8.03 Lines of progression will be defined as the progression from job classification to another job classification, as established in each department in the mill.

8.04 (a) Promotions within a line of progression will be on the basis of seniority and ability. The promoted employee must be qualified on the basis of ability to fulfill all the requirements of the job. An employee in a line of progression will be provided an opportunity to demonstrate the ability required for promotion in the line of progression.

(b) No employee, who has been integrated into a line of progression through job posting may refuse a promotion, except when in the opinion of the Company, an employee is not capable of performing the duties of a higher position, or for health reasons supported by satisfactory medical documentation. Such medical evidence must be supplied by a qualified medical practitioner and is subject to review by a Company appointed specialist.

(c) Any regular employee who was placed through job posting, as under 8.04(b), who refuses a

promotion in his line of progression after June 1, 1981, will relinquish his regular position and have his name placed on the Local 1093 Call List in the position which his mill service places him.

(d) When an employee is frozen pursuant to 8.04(b), he shall as a consequence of such refusal, for all purposes of promotion be considered junior to the employees who are promoted.

(e) In the case of a reduction in the work force, employees will be demoted step by step down the line of progression in the reverse order of the steps of promotion in the affected line of progression.

8.05 When a vacancy occurs on shift for any reason and a qualified replacement is available, an employee will be promoted from among the employees on the same shift in which the vacancy occurs (unless overtime must be paid) and shift seniority will apply. If overtime must be paid, the vacancy will be filled by a person in the same job classification where the vacancy occurs. Line of progression promotions will only be made for permanent promotions or determined absence of thirty (30) days or more in duration except when, in the opinion of the Company, such a progression is necessary to maintain qualified persons in all positions of the line of progression. Employees who are temporarily absent from work due to accident or illness shall be entitled to resume the position their seniority entitles them to when they return to work.

- 8.06 (a) When a standard payroll vacancy occurs in any department in an entry job, or higher job if the entry job is frozen pursuant to Article 8.04(b), a newly created job, or when filling a job in the Maintenance Department, the Company will post a notice to this effect on the Mill Bulletin Boards for a period of seven (7) days and the Company shall have the right to make a temporary appointment without penalty. Such notice will contain information as to title, rate, department, duties and qualifications required for the posted position. Successful applicants for job postings will be limited to one posting every six (6) months.
- (b) In all cases of promotion the Company will give Consideration to seniority, ability and qualifications. When the last two factors are relatively equal, seniority will govern.
- (c) In cases where the employee to be promoted or selected through job posting is not the senior employee, the Company shall, prior to such promotion or appointment, present

the, name of the employee Selected to the Union who will have an opportunity to discuss with the Company the qualifications of the employee concerned. The Company shall take such presentation into consideration in making the decision, which decision may be subject to the grievance procedure.

8.07 If an employee fails to prove himself on the new job after a training period, he shall be returned to his former job without loss of seniority.

9. Lay-offs

9.01 In case of a lay-off, those with the most mill seniority shall be given preference of employment. If the regular employee displaced desires to do so, he will have the right to bump into the bottom job in any department where a junior regular employee in mill service is employed, it being understood that the employee exercising this bumping right must be able to perform after a reasonable training period. all the duties of the position to which he seeks appointment and that the most junior regular employee being displaced by this bumping shall revert to the Local 1093 Call List on his mill Service. It is understood that this provision is not applicable to short-term lay-offs that have pre-determined length of less than thirty (30) days.

9.02 In the Maintenance Department, excluding Yard Services, lay-off will be in order of seniority in each of the prime trades, or trade for which he possesses a Provincial Ticket.

9.03 (a) Regular employees who have been laid off will be entitled to be re-employed in the reverse order of lay-off, provided the employee, entitled to re-employment returns to the service of the Company within ten (10) days of notice of recall. Failure to report within ten (10) days of recall will result in loss of recall rights, except in the case of an employee recalled for casual work or for employment of a short duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights. Recall rights will lapse if the lay-off is for a period of more than twelve (12) months for those employees with less than five (5) years seniority and eighteen (18) months for those employees with five (5) or more years seniority. The Company will either recall by notice at the time of notice of lay-off or by notice sent by registered mail to the employee's address recorded in the Personnel file.

(b) In the event that the Company re-quired manpower during curtailed operations, recall will be by tele-
phone to the number recorded in the Personnel Office. If a senior man cannot be reached, a registered letter will be sent to him at the address recorded in the Personnel Office advising him of work avail-
ability and that he may exercise his seniority immediately, provid-
ing he is the most senior man noti-
fied. Any other employee who is senior to the employee working will be required to wait until the following week to exercise his seniority.

(c) It is understood that call crew employees must be available for work as required and the terms of (a) and (b) above will only have effect when the number of employees on the call crew list is reduced.

9.04 An employee will lose his employment status if the employee:

- (a) voluntarily leaving Company employ or quitting,
- (b) discharged for just cause,
- (c) is on lay-off for a period of not more than twelve (12) months for

those employees with less than five (5) years seniority, and more than eighteen (18) months for those employees with five (5) or more years seniority,

- (d) is recalled and does not report for work es outlined in Section 9.03(a), (b), (c).

10. Severance Pay

10.01 An employee with at least one year's *continuous service* who is laid off due to job elimination by management decision for such causes es more efficient operation, change or elimination of a process, lack of orders, shall be paid Severance Pay. Severance Pay shall not be paid due to job elimination for such causes as fire, flood, explosion, or "Act of God". Severance Pay shall be paid in accordance with the following:

- (a) Severance Pay shall be one week's pay for each year of an employee's lest full period of service without interruption due to lack Of work. Severance Pay will not be paid to employees who resign or are discharged. One-half of this Severance Pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks. The second half of the Severance Pay is payable after the employee has been laid off a total of three (3) months.

- (b) If recalled to work before the Severance Pay payment is payable, no such payment will be made. Any employee refusing a recall shall forfeit his right to Severance Pay.
- (c) A severed employee who is recalled after having received all of the Severance Pay due him will, as of the date of return, commence a new period of accumulation which will be credited toward any future lay-off.
- (d) If an employee is recalled after having received half of the Severance Pay due him, he will, upon return to work, retain the right to the unpaid portion which will be added to any new accumulation of Severance Pay.

11. Technological Change

11.01 The Company will advise and discuss with the Union as early as possible (but not less than two (2) months in advance) the introduction of any technological change which will result in lay-off or other significant changes in the employment status of employees, and will consider practical ways and means of minimizing the adverse effect on employees displaced by such changes.

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

12. Paper Mill Schedule

12.01 The normal schedule operation of the paper mill will be Continuous for seven (7) days per week except for scheduled shutdown holidays es designated and such other shutdowns or reduced operating schedules as considered necessary by the Company. The work week shall commence at 8:00 a.m. Sunday.

12.02 After a Statutory Holiday the regular paper mill crew shall report for work et 7:30 a.m as Scheduled to help prepare the machine for start-up. For all work done between 7:30 a.m. and 8:00 a.m time and one-half shall be paid. The few essential employees scheduled before 7:30 a.m for Pulp and Paper Mill start-up will receive call-in pay. These essential employees will not be required to report for work prior to 6:00 a.m.

13. Pulp Mill Schedule
- Not Applicable to Local 1093

14. Hours of Work

14.01 The regular hours of work for Day Workers shall be from 8:00 a.m. to 4:00 p.m. with one fifteen minute paid rest period in the morning and a thirty minute paid lunch break, except in the event of a serious breakdown in which case (2) 12-hour tours may be scheduled. When (2) 12-hour tours are scheduled, they will be from 8:00 a.m. to 8:00 p.m. and from 8:00 p.m. to 8:00 a.m.

14.02 Normal hours of employment for Day Workers shall not exceed forty (40) hours per week.

14.03 The Company shall post a work Schedule not later than 3:00 p.m. Thursday of each week.

14.04 in the event that a temporary change in the normal schedule of hours for Day Workers becomes necessary because of a breakdown of equipment in any department of the mill, the Company will give the employees effected notice of such change not less than twenty-four (24) hours prior to the start of the new work schedule. In the absence of such notice, time and one-half will be paid for time worked between 4:00 p.m. and 8:00 a.m. on the first day of the changed schedule.

14.05(a) Where eight (8) hour tours are worked by Tour Workers, they shall be from 8:00 a.m. to 4:00

p.m.; 4:00 p.m to 12:00 midnight
and 12:00 midnight to 8:00 a.m
except as mutually agreed.

- (b) **Where twelve (12) hour tours are worked by Tour Workers, they shall be 8:00 a.m. to 8:00 p.m, and 8:00 p.m to 8:00 a.m.**
- (c) **In no case will the Company be penalized when mutually agreed shift changes deviate from the above scheduled hours.**

14.06 Shifts shall be arranged to suit the running schedule of the mill to avoid interruptions of operations. Where eight hour shifts are worked on a regular basis, a 7-day swing schedule will be instituted providing an average work week of 42 hours with the 6th day of work necessitated under such schedule being paid at straight time rates.

14.07(a) **During a machine shutdown, normal clean-up, clothing changes and scheduled normal maintenance operating crews will be provided with work.**

- (b) **In the event of an emergency shutdown, operating crews will be provided with work for twenty-four (24) hours (including the shift on which the shutdown occurs and the two shifts following).**

(c) For all such shutdowns, employees will be expected to do work assigned and will be paid at the rate of their regular occupation. Tour Workers may be scheduled to work with Day Workers during these shutdowns and if so scheduled will work day work hours. Owing such shutdowns, no maintenance overtime work shall be assigned to personnel other than maintenance workers.

14.08(a) This Agreement relates to shift workers who work a 12-hour shift schedule.

(b) Any agreement to work 12-hour shifts in mill operating departments can be cancelled upon 30 days written notice from one party to the other party.

Notwithstanding the above, the agreement to work 12-hour shifts in mill operating departments will remain in effect for the life of the 1990 collective agreement unless the parties mutually agree to a change.

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

(d) **Floater:** An employee whose schedule of work is covered by this Agreement, shall at his own choice receive 8 hours or 12 hours of pay when taking a floater. If the employee decides to have 12 hours of pay, he will be recorded as having taken one and one-half floaters so that the hours paid shall not be greater than the number of floaters that he is entitled to, multiplied by 8, the conversion being made as follows:

Payable Floaters	Payment, As Per Work Schedule
1	8 = 12
2	16 = 24
3	24 = 36
4	32 = 48
5	40 = N/A
6	48 = N/A

(e) **Payment for time not worked:** The time normally paid when absent from work for reason of funeral leave, or jury duty, as per conditions set forth in the Collective Agreement, will be paid on the following basis.

(f) **Bereavement Leave:**

(i) When death occurs to those persons listed in Article 24.01 the employee will be granted a leave of absence of up to five (5) consecutive

scheduled working days falling within the eight (8) day period beginning with date of death. For each scheduled working day during which the employee is absent he will be paid for twelve (12) hours at his regular straight time rate, however the maximum bereavement leave payment shall be forty (40) hours;

(ii) When death occurs to those persons listed in Article 24.02 of the collective agreement, the employee will be granted a leave of absence for up to three (3) consecutive scheduled working days lost within the eight (8) day period beginning with date of death. However, the maximum bereavement leave payment shall be twenty-four (24) hours.

(iii) When distance prevents the employee from attending the funeral, one (1) day of compassionate leave will be allowed within the eight (8) day period beginning with the date of death. An employee will be paid for eight (8) hours at his regular straight time rate for this day.

- (iv) The company agrees that the terms of Article 24.04, 24.05, 24.06, 24.07 will apply to workers on the twelve hour schedule.
- (g) Jury Duty: The difference between the payment received for such duties and twelve (12) hours per day, for each scheduled work days lost
- (h) Shifts: Hours of work are from 08h00 to 20h00, day shift, and 20h00 to 0800 for night, shift.
- (i) Overtime: Time and one-half for all work done in excess of twelve (12) hours weekdays, and double time for all work done in excess of twelve (12) hours Sundays or Statutory Holidays.
- (j) Night shift Premiums: Shift premiums of 40¢ and 55¢ are paid for hours effectively and respectively worked between 16h00 and 24h00 and 24h00 and 08h00. Effective May 1, 1991 the shift premium for the hours between 24h00 and 08h00 will be increased to 60¢ per hour.
- (k) The conditions outlined herein will only apply to employees working

twelve-hour shifts and all related conditions contained in the Labour Agreement, or any other agreement, either verbal or written, are automatically modified so as to take into account the content of this Agreement, which will take precedence over the collective contract or any other verbal or written agreement.

- (1) Statutory Holiday Pay: Pay for the shutdown Statutory Holidays will be eight (8) hours for employees on days off and twelve (12) hours for employees scheduled to work.

15. Premium Pay - Day Workers

15.01 Time and one-half shall be paid for a, , hours worked between 8:00 a.m Sunday and 8:00 a.m Monday. Work done in excess of eight (8) hours on Sunday will be paid for at the rate of double time.

15.02 Time and one-half will be paid for a, , time worked outside an employee's scheduled eight (8) hours. However, Day Workers who have been assigned to the 8:00 p.m to 8:00 a.m. tour may, to effect a return to the Day Worker schedule, be assigned to the 4:00 p.m to 12:00 midnight tour at straight time.

15.03 A Day Worker who, on the completion of a shift, is called in during the hours

from 4:00 p.m to 7:00 a.m shall be guaranteed a minimum of four (4) hours pay. If upon completion of the work that necessitated the call-in, the employee is required by the Company to perform any subsequent unrelated work. it shall be treated as an added call-in. When a Day Worker is called in on a breakdown before 7:00 a.m. and continues to work on that breakdown after his normal starting time, the time and one-half rate will apply to the completion of the job. If called in between 7:00 a.m and 8:00 a.m, he shall receive time and one-half for period worked until 8:00 a.m. If an employee, who has been in the mill on a call, does not wish to perform work on a second unrelated call, he will not be assigned to the second Call unless an alternate employee cannot be found to perform the required work.

15.04 If called in on Sunday or Statutory Holidays or on his scheduled days off, a Day Worker shall receive time and one-half for the hours worked with a minimum of six (6) hours pay for each call. For the purpose Of this section, a Day Worker's Statutory Holiday will be from 8:00 a.m of the day for which he received his Statutory Holiday Pay to 8:00 a.m, the following day.

15.05 A Day Worker who reports for duty at the beginning of his normal day and finds his work schedule has been changed and if he has not been contacted previously by telephone or messenger, shall receive two (2) hours' pay and will be allowed to return home.

15.06 Overtime for Day Workers or Tour Workers shall not be pyramided and one basis only shall be used to calculate time for the same hours.

16. Premium Pay ~ Tour Workers

16.01 Time and one-half Shall be paid for all hours worked between 8:00 a.m Sunday and 8:00 a.m, Monday. Work done in excess of eight (8) hours on Sunday will be paid for at the rate of double time.

16.02 Tour Workers shall be paid at the rate of time and one-half for all work performed beyond their regular dally hours Of work with the following exceptions:

- (a) When such work is caused by the change of shifts.
- (b) Overtime work by special arrangement between a Tour Worker and his mate to exchange shifts with the approval of his supervisor, and when this can be accomplished without additional cost or penalty to the company.
- (c) When required to replace an employee for tardiness up to two (2) hours. However, if a replacement is not provided within two (2) hours, time and one-half will be paid from the beginning of the we?-time shift.

16.03(a) Except as noted above, Tour Workers called on duty after regular working hours or prior to the commencement of a regular shift, shall receive time and one-half for all overtime work and if in no case shall they receive less than four (4) hours pay at regular rates for the work performed on each call. If called in on Sunday and Statutory Holidays or on their Scheduled days Off, time and one-half will apply, and in no case shall they receive less than six (6) hours pay at regular rates.

(b) Tour Workers relieved and subsequently assigned to remain after his normal quitting time will be paid a call-in.

16.04 If, in an emergency, where weather conditions prevent replacements from reporting to work and a shift worker works continuously for more than sixteen (16) hours, lunch periods included and if Scheduled to work the next day, he will be given a rest period of eight (8) hours. He will not be required to report for work until the end of the eight (8) hour rest period. He will be paid straight time for any time lost from his work day as a result of the rest period. This will not apply to excessive hours worked as a result of an arrangement between employees.

16.05 Overtime for Tour Workers shall not be pyramided and on a basis only shall be used to calculate time for the same hours.

- 16.06(a) A tour employee who is called for work and after reporting is sent home because of a change in crew as a result of termination of boat loading, will be paid a minimum of two (2) hours pay. If the employee reports for work and has worked in excess of two (2) hours before being sent home, the employee will be paid for time worked.
- (b) A tour worker who reports for duty at the beginning of his normal day and finds his work schedule has been changed, and if he has not been contacted previously by telephone or messenger, shall receive two (2) hours' pay and will be allowed to return home.
- 16.06(c) Employees assigned as roll handlers, who are sent home because boat loading is completed, or work ceases due to weather conditions before the end of a shift, shall be paid an additional two hours at the same rate as for time worked.
- (d) Labour, pool employees working in the finishing department who are sent home because boat loading is completed, or work ceases due to weather conditions before the end of a shift, shall be paid an additional two hours at the same rate as for the time worked.

17. Height Pay

17.01 Height pay will be paid at the rate of time and one-half for work performed in areas forty (40) feet or above a solid floor. For work on Sundays, Statutory Holidays, designated days off, and after eight (8) hours in any one day, the employee shall receive a further premium of fifty percent (50%) of his regular rate.

18. Wire Pay

18.01(a) All employees engaged in putting on wires, other than their regular shift shall receive six (6) hours pay or time and one-half, whichever is greater.

(b) If an employee commences to put on a wire before his shift or day begins or continues such work beyond the end of his scheduled tour or day, he will receive six (6) hours pay or time and one-half, whichever is greater, for the time spent performing such work outside his regular shift or day.

(c) An employee called in to install or remove a synthetic wire intact, will be paid a wire call for each operation.

(d) Employees called in or held over after their regular shift or day,

to work on a wire change. will be free to go home once the sheet is through the presses.

(e) Employees engaged in putting a wire on their regular shift shall not receive any extra pay.

(f) A" employee called in or held over after his regular shift or day to run the winder during a wire change will be paid a wire call.

18.02 When for maintenance reasons or re-conditioning for reuse a wire is removed and reinstalled on the wire stringing equipment or repacked in its transporting container. the crew involved in this work will receive the same wire time as paid for installing a wire.

19. Days Off

19.01 Any Day Worker called in on Sunday, who works eight (8) hours or more and was not scheduled to work on that day, shall not have to take a designated day off during the week and shall work on his 5th scheduled day at time and one-half if he so desires.

20. Rest Pay

20.01 A Day Worker working in excess of sixteen (16) hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent

that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

20.02 Any Day Worker called in who works two (2) hours or more after midnight, shall receive time off (at straight time) equal to the time worked between midnight and 8:00 a.m. provided he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time.

20.03 On a Sunday, such rest pay shall be paid at one and one-half times an employee's regular rate provided the employee is scheduled to work that day.

21. Statutory Holidays

21.01 Holidays are as follows:

- Canada Day - 24 hours beginning at 8:00 a.m. July 1st
- Labour Day - 24 hours beginning at 8:00 a.m. Monday
- Christmas Day - 48 hours beginning at 4:00 p.m. December 24th
- New Year's Day - 40 hours beginning at 4:00 p.m. December 31st

21.02 All hourly rated employees who qualify under Section 21.06 shall be entitled to pay for each of the following Statutory Holidays on the following basis:

Canada Day 8 hours pay
New Year's Shutdown 16 hours pay
Labour Day 8 hours pay
Christmas Shutdown 16 hours pay'

21.03 Holiday pay shall be calculated at eight (8) times the regular hourly rate paid on the last day worked prior to the holiday or the rate of his regular payroll position, whichever is greater.

21.04 Employees who work on a Statutory Holiday will, in addition to the provisions of 21.03, be (1) paid at the rate of time and one-half, and (2) paid double time for all time worked in excess of eight (8) hours on the Statutory Holiday and (3) have the option of taking a day off later without pay at a time mutually agreed to by employee and his Department Head.

21.05 With the exception of the hours from 4:00 p.m. December 24th to 8:00 a.m. December 26th of the Christmas statutory holiday shutdown, the Company will have the option of scheduling repair and maintenance or project work during statutory holiday periods subject to the following conditions:

1. The Union will be informed in advance of the work to be accomplished during statutory holiday hours.

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

21.06 To be eligible for such paid holidays an employee must:

- (a) **have been in the employ of the Company for a minimum of thirty (30) worked days. Such thirty (30) days may be accumulated within the immediately preceding twelve (12) months provide; there is no break in service. break in service for this purpose shall be defined as:**

- i) voluntary separation
- ii) discharge for just cause
- iii) a lay-off of more than four (4) months duration. (Time before and after a lesser lay-off may be counted.),

(b) have been at work on his scheduled work day immediately preceding the holiday and must return to work as scheduled immediately following the holiday unless excused as indicated below.

21.07 Employees may be relieved of the provisions of paragraph 21.06(b) under the following conditions:

- (a) If away on vacation.
- (b) If laid up by accident or illness. Any employee if absent due to illness or accident must have been at work at some time within the ninety (90) day period previous to the holiday.
- (c) If work not available due to curtailed operation of the plant.
- (d) If he has applied for and received special official leave.

(e) If rehired within thirty (30) days of date of termination, employees will be paid for Statutory Holidays falling within that thirty (30) day period.

21.08 Employees whose annual vacation period includes one of these holidays shall be paid eight (8) hours' pay at their straight time rate and will have the option of taking an additional day off without pay at a time mutually agreed to between the employee and his supervisor.

21.09 When a Statutory Holiday falls on an employee's scheduled day off, it will not be necessary for the employee to take another day off in addition to the Statutory Holiday, unless he prefers to do so, in which case the day off in lieu will be scheduled at a mutually acceptable time.

21.10(1) The Union recognizes that conditions affecting particular mill operations from time to time may require the uninterrupted production of end product in order to take advantage of market opportunities as and when they occur. It is understood and agreed that on the occasion of two statutory holidays per year the Company will have the option of proposing continuing operations to the union locals involved, through the statutory holiday shutdown period. This provision excludes the Christmas shutdown. Such continued operation will be subject to agreement by the local unions involved.

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

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

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

(4) The collective agreements will be amended to provide the following pay provisions for employees who work on a statutory holiday run-through:

- (a) Employees who work on a statutory holiday will receive statutory holiday pay in accordance with the collective agreement.
- (b) In addition to (a) above, employees who work will be paid at the rate of double time.
- (c) For each hour worked the employee will receive an additional payment of one (1) hour at the rate paid for the job performed.

(d) An employee who works a complete shift during the twenty-four (24) hours of a statutory holiday can take a compensatory holiday without pay before the following month of May at a date approved by the employee's supervisor.

(5) Employees who do not work on a statutory holiday will be paid in accordance with the provisions of the collective agreement.

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

(7) This agreement does not apply to employees who must perform regular work during statutory holidays when the mill is not in operation.

22. Floating Holidays

22.01 Employees with one (1) or more years of continuous service will be entitled to six (6) floating holidays on January 1st of each calendar year, subject to the following:

(a) New employees will become eligible for floating holidays at the rate of one (1) for each forty-five (45) days service to the end of the calendar year during which the

employee completes his first full year of service. At the end of his first full year of service, he will be entitled to all of his floaters for the balance of that calendar year up to a maximum of six (6) days for that calendar year.

(b) An employee separating from the payroll will be entitled to one (1) floating holiday for each forty-five (45) days service in the calendar year during which he separates.

22.02 pay for floating holidays will be eight (8) hours at the straight time rate of pay for the job the employee would have performed had he worked on that day.

22.03 Floating holidays shall, be taken at a time mutually convenient to management and the employee and must be taken in the calendar year that they are due.

22.04 Should there be an accumulation of holidays in the latter months of the year, the supervisor and the employee will, by November 15th, schedule any remaining floating holidays not already taken.

22.05(a) In the event of an emergency or having given three (3) days notice to his supervisor, the necessity of paying time and one-half will not be a valid reason for refusal to grant floating holidays.

(b) During the period June 15th to August 31st, every reasonable effort will be made to comply with request for floater. However, in the event of a shortage of trained personnel in a given job classification, and no replacement being available, the three (3) days notice will not apply during this period.

(c) Except in the case where the demand is not excessive, floating holidays shall be limited to a maximum of two (2) days per employee during the period December 23 to December 31 inclusive. This will be administered on a rotating basis.

23. Vacations With Pay

23.01 All employees shall be entitled to two (2) weeks' vacation with pay following the completion of one (1) year of continuous service.

23.02 Employees with four (4) years of more of continuous service shall be entitled to three (3) weeks' vacation with pay in each calendar year.

23.03 Employees with nine (9) years or more of continuous service shall be entitled to four (4) weeks' vacation with pay in each calendar year.

23.04 Employees with twenty (20) years or more of continuous service shall be entitled to five (5) weeks' vacation with pay in each calendar year.

23.05 Employees with twenty-seven (27) years or more of continuous service shall be entitled to six (6) weeks' vacation with pay in each calendar year. (Effective January 1, 1988, twenty-five (25) years.)

23.06(a) If three, four, five and/or six weeks are taken at one time they must be taken within the period from September 15th to June 15th.

(b) Vacations taken during the summer months, June 16th to September 14th, will be limited to two (2) weeks, with the third, fourth, fifth and/or sixth weeks to be taken in the period of September 15th to June 15th as agreed between the employee and the Company. However, additional vacations during this period June 16th to September 14th, may be scheduled with the approval of the Departmental Superintendent.

23.07(a) Each week of vacation pay will be calculated at 2.4% of gross earnings in the previous year, or forty (40) hours' pay at the employee's regular rate whichever is the greater. For employees who work a schedule that results in a forty-two (42) hour average work week, vacation pay will be calculated at 2.4% of gross earnings in the previous payroll year, or forty-two (42) hours' pay at the employee's regular rate, whichever is greater.

- (b) An employee shall receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.

23.08 The Unions agree to cooperate with Management in scheduling vacations in such a manner that maximum production may be maintained.

23.09 Vacation schedules will be posted not later than January 15th and must be completed by April 1st of each year. Emergency circumstances for the employee or the Company may require changes in schedules. Vacation schedule listings will be administered on a rotating basis.

23.10 Vacations cannot be accumulated but must be taken in the year in which they are due.

23.11(a) To be eligible for vacations, employees must have worked at least two-thirds of the available time during the qualifying year, except that time lost due to mill accidents or sickness (such sickness to be limited to four (4) months in any one year) does not count against employees' working time credits in the qualifying year.

- (b) If an employee works a minimum of four (4) months in a calendar year and is sick for four (4) months or more in the same year, the

employee is considered to have completed the minimum qualifying period to be eligible for vacation in the following year. If an employee works less than four (4) months in any one calendar year in the following year his vacation pay will be calculated on the appropriate percentage of his earnings for the year in which the sickness occurred.

- (c) The qualifying year in determining eligibility for vacations in the first year shall be the twelve (12) months' period beginning with the date of employment; in subsequent years the qualifying year may be the calendar year. The main purpose in making the calendar year the qualifying year for the employee's second vacation is to enable an employee whose anniversary date of employment comes in the late Fall to have his vacation during the desirable vacation period, that is, during the Summer months.

23.12 Subject to Section 23.11, each week of vacation pay will be calculated at 2.4% of the gross earnings in the previous calendar year or forty (40) hours' pay at the employee's regular rate, whichever is greater. For employees who work a schedule that results in

a forty-two (42) hour average work week, vacation pay will be calculated at 2.4% of gross earnings in the previous payroll year. or forty-two (42) hours' pay at the employee's regular rate, whichever is greater.

23.13 Tour Workers shall not be entitled to the night shift differential while absent on vacation.

23.14 Employees with more the" one year's service who are laid off due to lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay based on the following formulae:

- (a) Full vacation credit based on service in the preceding calendar year, plus
- (b) 4.8%, 7.2%, 9.6%, 12.0%, or 14.4% if gross earnings (depending on whether the employee is entitled to 2, 3, 4, 5 or 6 weeks vacation), calculated from January 1 in the current year to date of leaving. If vacation has been take" in the current year based on the preceding year's employment, (b) only shall apply.

23.15 Employees with less than one year of continuous service who are laid off for lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay at the rate of 4.8% of gross earnings from date of employment to date of separation.

23.16 When a lay-off due to lack of work: is of more than four (4) month's duration, continuity of service is broken until, after recall, an employee completes one year of continuous service. After this, time his length of service can be restored, counting the time before and after, but not during the lay-off and his vacation period started from the anniversary date of his returning. Such restoration of service, however, is contingent upon the man keeping the Company posted as to his current address and the man reported back to work as soon as practical when recalled. His vacation pay would be granted on the basis of his restored length of service.

23.17 Employees may be paid on leaving for vacation, for earnings to date of leaving plus vacation pay and less usual deductions for the period for which they are being paid.

23.18 Supplementary Plan - Employees with twenty-five (25) years or more of continuous service shall receive the following additional vacation in the calendar year in which they attain:

- Age 60 - Additional one week's vacation
- Age 61 - Additional two weeks' vacation
- Age 62 - Additional three weeks' vacation
- Age 63 - Additional four weeks' vacation
- Age 64 - Additional five weeks' vacation

24. Bereavement Leave

24.01 When death occurs to a" employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death. (spouse shall include common-law spouse as previously declared on the forms for health coverage).

24.02 When death occurs to a" employee's mother, father, foster parents, adoptive parents, brothers, sisters, mother-in-law, father-in-law, stepmother, stepfather, step-brother, stepsister, grandfather, grandmother and grandchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

24.03 When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the (6) day period beginning with the date of death.

24.04 Pay will be at straight time even though one or more of the days Of the Bereavement leave occur on Sunday or a paid holiday.

24.05 Pay will not be granted if the employee does not attend the funeral except as outlined above in Article 24.03.

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

24.07 To be entitled to such leave of absence, employees must have forty-five (45) or more days of service with the Company, must make application for this payment within thirty (30) days after the time lost, must not be absent on vacation, sickness, compensation or leave of absence and not be on lay-off at the time leave is requested.

25. Jury Duty/Subpoenaed Witness

25.01(a) 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, if he is required to serve as a juror or is required to spend time on or incidental to jury duty, or is subpoenaed as a witness, the time spent while attending or incidental to attending court as a witness will

be paid the same as he would have received had he worked during such time.

- (b) An employee scheduled to work the 8:00 p.m. to 8:00 a.m. shift or tour, immediately prior to jury duty or witness duty, as Provided in 25.01(a), on that day will be excused, upon request, and jury roll call or jury duty allowance will be paid.

25.02 The employee shall have given prior notice to the Company that he has been summoned for jury or witness duty.

25.03 The employee shall furnish satisfactory evidence to the Company that he reported for or performed jury or witness duty on the days for which he claims payment.

26. Leave of Absence

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

- i) Legitimate personal reasons
- ii) Official Union business
- iii) Candidacy for public office at the Federal or Provincial level. Such leave may be extended until seven (7) days have elapsed following the date of the election.

- iv) **Military service**
 - v) **Duties of an elected Municipal Office**
- (b) **Any leave of absence granted pursuant to Section (a) will not result in any loss of seniority.**
- (c) **Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial Legislature. Such, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.**
- (d) **Any leave of absence granted pursuant to Section (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service-related benefit.**
- (e) **Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for group life insurance and all other insurance coverages in accordance with the provisions of the respective policies.**
- (f) **A, leaves of absence must be applied for in writing.**

(g) **The Company may rewire an employee to exhaust his normal vacation entitlement before commencing a leave of absence.**

26.02(a) **Time off with pay will be provided to employees writing qualifying examinations during scheduled working hours for certificates required in his occupation.**

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

27. Benefits

27.01 **The Company will pay the prevailing medicare premium rates established by the provincial government up to the rates in effect to April 30, 1993. These payments will be maintained for a twelve (12) month period when an employee is sick or disabled by accident.**

27.02 **The company will pay the prevailing premium costs, up to the rates in effect to April 30, 1993, for the Supplementary Health Care Plan which is described in Appendix "C".**

27.03 **The Dental Care Plan forms part of this Agreement and is attached hereto as Appendix "D". Employee contributions towards the cost of this Plan are \$1.10 per month for single coverage and \$3.85 per month for family coverage. The Company will absorb the remaining cost of this Plan including addition-; future premium increases through to April . 1993.**

27.04 The Abitibi-Price Weekly Indemnity Plan forms part of this Agreement and is attached hereto as Appendix "A". The premium cost will be borne by the Company. The 5/12 of the U.I.C. premium reduction will continue to be retained by the Company.

27.05 The Abitibi-Price Long Term Disability Plan forms part of this Agreement and is attached hereto as Appendix "B". The premium cost will be born by the Company

27.06 The Group Life Insurance Plan coverage is 2½ times annual earnings up to a maximum coverage Of \$60,000. The premium cost will be borne by the Company and the Plan is subject to present regulations.

27.07 Effective July 1, 1987, optional dependent life insurance at employee cost will be provided on the following basis:

1. spouse - \$5,000
2. Each unmarried child:
 - a) 14 days but less than 1 year of age, \$1,000.00
 - b) 1 year but less than 19 years [twenty-five (25) years when a student full time], wholly dependent on the employee for support, \$2,000.00.

The spouse life insurance will be reduced to \$1,000.00 upon the employees retirement and cancelled on his death.

27.08 The Company will maintain \$2,500 Group Life Insurance for retired employees at no cost to the Pensioner provided he was covered by Group Life Insurance during this employment. (4,000 for employees who retire on or after July 1, 1987.)

27.09 **Changes in the level of an employee's insurance benefits due to the application of the wage increases will become effective on the first of the month following ratification of the Memorandum of Agreement for all employees actively at work on that date. For employees who are not actively at work on that date, the changes will become effective on the date he returns to active employment.**

27.10(a) **Insured employees who become disabled on or after June 1, 1982, who continue to be disabled for longer than twelve months may continue their coverage in the Group Life Insurance and Dental Plans, at their option, until the expiration of the twenty-four (24) month period commencing with the date of disability. Such employees may continue coverage in the Supplementary Health Care Plan, at their option, until the earlier of retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees. (b) The Company will provide optional coverage under the Supplementary Health Care Plan to Retirees between the ages of 58 and 65. The cost of such coverage shall be borne by the Retiree.**

27.11 The, Abitibi-Price Pension Plan, which is registered in the Province Of Ontario, forms part of this Collective Agreement. It is understood and agreed that no amendments will be made to this pension plan until the expiration of the moratorium referred to in Section C of the Memorandum of Agreement signed in Ottawa, on the 3rd day of June 1987.

28. Meals

28.01 An employee who will be required to work more than one hour beyond the end of his regular shift, will be provided with a meal not later than one hour after the end of his regular shift. Thereafter, an additional meal will be provided every four hours unless the fourth hour completes the employee's work day.

28.02 When, without at least twelve hours' prior notice, an employee is required to report to work more than one hour before commencement of his regular shift, he will receive a meal at the beginning of his shift and every four hours thereafter unless the fourth hour completes his work day.

28.03 When, without at least twelve hours' prior notice, an employee is required to work a full shift on his scheduled day off, he shall be provided with a meal at the beginning of his shift and every four hours thereafter unless the fourth hour completes his work day.

28.04 When a" employee is "called in" to work for a period of time which is not adjacent to his regular hours of work, he shall be provided with a meal after having worked two hours. However, an employee who leaves the mill at the end of his shift and, upon reaching home, is required to return to work before he has eaten. will be provided with a mea, at the beginning of the shift and every four hours thereafter unless the fourth hour completes the shift.

28.05 Meals will not be provided when employees substitute as a result of a mutual arrangement, when employees substitute at the change of shift in order that they may attend meetings or when required to replace fellow employees under the Tardiness Clause - 16.02(c).

29. Punch Cards
- Not Applicable To Local 1093

30. Metrification

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

31. Safety

31.01 The Company will pay \$25.00 annually towards the purchase of protective footwear. (Effective June 12, 1987, \$40.00 annually)

31.02 A Joint Union Management Committee will be established to make recommendations on all matters concerning safety, heat, noise and security and to investigate problems in these areas.

32. Joint Health and Safety Conference
- See Master Agreement

33. Trades Promotion Plan
- Not Applicable To Local 1093

34. Electricians Promotion Plan
- Not Applicable To Local 1093

35. Apprenticeship Plan'
- Not Applicable To Local 1093

36. Grievance/Arbitration

36.01 A grievance, under the provisions of this Agreement, is defined to be any difference including the degree or extent of disciplinary action, between the parties or between any one of the employees and the employer covered by this Agreement, involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement. A group grievance shall be filed at Step 2 and a Union or Policy Grievance shall be filed at Step 3.

36.02 An employee who has a complaint shall, within five (5) days, first discuss the matter with his immediate Supervisor. Should the employee so desire, he may be accompanied by his Steward. Recognizing

the importance of full discussion between the employee and his Supervisor in clearing up misunderstandings and preserving harmonious relations, every effort shall be made at this point to settle the complaint. Should the employee feel that his complaint **has not been** satisfactorily resolved after he has discussed it with his Supervisor, he **may**, through his Steward, take the following Steps:

36.03 **step 1** - Make the complaint a grievance by, within five (5) days submitting the complaint, in writing to the Supervisor who will submit it to the Superintendent, or his representative, stating the general nature of the alleged violation of the Agreement. The Superintendent, or his representative, shall within two (2) days after receipt thereof by the Supervisor give his answer to the grievance in writing.

36.04 **Step 2** - If the grievance is not settled by the Superintendent or his representative, the Union **may** appeal by giving written notice of the responsible Senior Manager, or his representative, within five (5) days after receipt Of the Superintendent's or his representative's answer. The parties shall meet within five (5) days at a mutually agreed time and the Union shall **have the right** to have their National Representative or his representative in attendance.

36.05 The responsible Senior Manager or his representative shall give his written answer to the grievance within five (5) days after the close of discussion.

36.06 Step 3 - If the grievance is not settled by the responsible Senior Manager or his representative, the Union may appeal by giving written notice within fifteen (15) days of receipt of the answer from the responsible Senior Manager or his representative, to the Senior Vice-President of the Company or his representative, who shall discuss it within fourteen (14) days with the President of the National Union or his representative.,

36.07 The Senior Vice-President, or his representative shall give his written answer to the grievance within ten (10) days after the close of discussions.

36.08 Step 4 - If the grievance is not settled in Step 3, it may be submitted to arbitration in accordance with Article 9 of this Agreement, by written notice being given by either party to the other within twenty (20) days after receipt of the written answer of the Senior Vice-President of the Company or his representative.

36.09 The parties agree to follow each of the foregoing Steps in the processing of a grievance; however, in cases of discipline amounting to suspension or discharge, the grievance procedure shall start at step 2. Sundays and Holidays are excluded in computing the time limits in this Article. Time limits outlined in this Article may be extended by mutual written agreement of the parties.

36.10 A Board of Arbitration shall consist of one (1) member nominated by the Company; one (1) member nominated by the Union; and a third member who shall act as Chairman, appointed by the other two members so nominated. Within ten (10) days of a request for an Arbitration Board, each party shall notify the other of its appointee. Should either party fail to appoint a member within these prescribed times, the Minister of Manpower and Industrial Relations will appoint the member. Should the members of the Board nominated by the Company and the Union fail to agree on a third member as Chairman within ten (10) days after the day in which notice in writing of the nomination of the second member is received, either party, after written notice to the other, may apply to the Minister of Manpower and Industrial Relations for the Province of Newfoundland, asking him to appoint such a member and Chairman of the Board of Arbitration. The Chairman and one other member of the Board of Arbitration, shall constitute a quorum, but in the absence of a member the other members shall not proceed unless the absent member has been given notice of the sitting.

36.11 The Company and the Union will bear the fees and expenses, if any, of their respective nominees to the Board. The fees and expenses of the Chairman, if any, shall be borne in equal shares by the Company and the Union. The Board shall meet and hear evidence of both sides and render a decision within fifteen (15) days. A finding of the majority of the Board shall be binding on both parties.

36.12 The Board of Arbitration shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary to the determination of the grievance and shall not have any power to alter or change, in any way, the provisions of this Agreement to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

36.13 Notwithstanding the provisions of Section' 36.12, in cases of disciplinary action, the Board may amend the penalty or absolve the employee if, on investigation, it finds that the employee has been unjustly suspended or discharged.

37. Mill Rules

37.01 Starting and Stopping Time Day Workers

Day Workers shall be at their respective places to begin work at the hour required for each individual department and shall remain in their places until the corresponding hour for stopping in that particular department.

37.02 Starting and Stopping Work of Tour Workers

When a tour begins, each Tour Worker is required to be in his place. At the end of a shift, no Tour Worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to

take responsibility of the position. If a Tour Worker does not report, for his regular shift, his mate shall notify the Foreman. He shall then remain at his post until a substitute is secured.

37.03 Reporting and Absenteeism

- (a) It is the duty of a worker to report for his regular work unless he has already arranged with his Foreman for a leave of absence. If unavoidably prevented from reporting, he must give as much advance notice to security as circumstances permit, but at least four (4) hours before his work commences. and the person receiving this notice must complete the standard report provided for recording such notice.

- (b) If an employee has been absent from work a day or more he shall give adequate notice of his intention to return, to Security. This notice should be given twenty-four (24) hours in advance, if possible, but at least in sufficient time to make necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give sufficient notice, to security, to enable the Supervisor to adjust the shifts back to the original schedule,

without penalty to the Company or the relieving employee, the Supervisor may send the returning employee home when he reports for work.

- (c) Should investigation of a case of absenteeism fail to disclose a bonafide reason, management shall discipline the absentee as follows:
 - i) First Case - Instruction and warning
 - ii) Second Case - Instruction and up to three (3) days lay-off.
 - iii) Third Case - Instruction and lay-off subject to discharge.
- (d) i) It is understood that should an employee have a Clear record for a full twelve-month period between Steps 1 and 2, or Steps 2 and 3, or after Stage 3, his record shall be considered clear.
 - (ii) It is understood and agreed that all records of discipline which date back more than three years and deal only with minor infractions involving disciplinary measures of not more than three (3) days suspension will be cleared from an employee's record.

- (e) Should the "arranged absence of an employee be of sufficient length, or the reasons for the absence be of such a nature to indicate irresponsibility in the individual concerned, management may discipline the offending employee with a lay-off subject to discharge.
- (f) All cases of unarranged absenteeism will be recorded on the employee's record by the employment Supervisor who will be given a written report of each case by the Superintendent concerned. A copy of this report will be sent to the individual and Secretary of the Union concerned.

37.04 Individual Responsibility - Everything in and about the plant shall be kept clean and in good order, and each employee will be held responsible for the condition of the part of the plant under his control as far as is humanly possible. He is also required to see that his locker is kept clean and in neat condition.

37.05(a) Cause for Discharge - Nothing contained in this Agreement shall be deemed to restrain or limit the Company right to formulate and issue reasonable rules necessary for the efficiency of the operation and which are not contrary to any of the terms and conditions of this Collective Agreement and to enforce these rules through discipline, up to and including discharge. It is understood

that the reasonableness Of these rules and the discipline flowing from the contravention of these ruler will be subject to the terms of the grievance procedure.

37.06 Bulletin Boards - Notices shall not be ported in the mill except on the official bulletin boards and permission of the General Superintendent must be obtained before the notice is posted.

37.07 Fire Service - In the case of fire all employees must assist in preventing the destruction of Company property. Fire apparatus must not be removed from its place or used except in cares Of fire.

37.08 Leaving the Plant - NO employees shall be permitted to leave the plant during working hours without the permission of the head of the department. Employees stopping work and leaving the job are required to punch out when leaving and punch in again on returning to the job. This does not refer ta men who are specially instructed by the department head to go out for special reasons having to do with, the job.

37.09 Safety

- (a) The Company intends that employees will be provided with a safe place to work and will be trained to perform their work in a safe manner. The employees will cooperate in ways that will obtain the proper results.

The Company's Safety Rules shall be complied with at all times.

- (b) i) Safety shoes must be worn at work.
 - ii) Hard hats must be worn, except in designated areas, and will be supplied by the Company.
 - iii) Special protection clothing as the Company may designate as mandatory will be supplied by the Company.
 - iv) Hearing protection devices, as specified by the Company, must be worn by employees working in areas where the noise level is in excess of eighty-five (85) decibels.
- (c) i) All employees will be given a hearing test as part of their pre-employment physical; this test will be repeated annually. An employee may request a retest at anytime after six (6) months have expired from the date of the last test.
 - ii) The existing decibel levels will be posted in all areas of the mill. When temporary hazards are detected, a notice of such hazard will be posted on the bulletin boards.
 - iii) The Union will be supplied with technical and Government releases on noise abatement.

(d) The Company will maintain suitable first-aid facilities and trained personnel to meet the requirements of the mill. Employees must report injuries, accidents and unsafe conditions to their Supervisor immediately.

37.10 Removal of Tools - Anyone leaving the employ of the Company shall not remove any tools from the premises until first they are inspected by the head of his department.

37.11 Removal of Company Property - No Company property is, to be removed from the mill premises without the written permission of the responsible departmental Superintendent and Storeskeeper.

37.12 Union Business - Any employee required to be absent from his regular location to conduct Union business, shall first secure the permission of his Supervisor. Such permission shall not be unreasonably withheld.

37.13 Pay Day - The regular pay day for hourly paid employees shall be Friday of each week.

38. Job Classification Plan
- See Master Agreement

39. Wage Schedule

39.01 The attached schedule of wage Rates (Appendix "G") shall be effective under this Agreement.

39.02 A shift differential of forty cents (40¢ effective May 1, 1989) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 4:00 p.m. and 12:00 midnight and a shift differential of fifty-five cents (55¢ effective May 1, 1988) per hour shall be paid for all hours worked on tour or shift occupation between the hours of 12:00 midnight and 8:00 a.m. Effective May 1, 1991, the 12-8 shift differential will increase to sixty cents (60) per hour. This shift differential shall not apply to Day Workers on overtime work.

39.03 Tour Workers absent on vacation, holidays with pay, paid sick leave, funeral leave, or jury duty shall not be entitled to the night shift differential.

39.04 Employees assigned responsibility in the absence of a salaried Foreman shall receive a premium of seventy (70¢) per hour while they are carrying such responsibility. The Company reserves the right to determine when it is necessary to set up a replacement for an absent Foreman and the above premium shall only be applicable when the employee has been officially designated to take on such responsibility.

39.05 When a Journeyman is promoted on a temporary basis to the position of a working Lead Hand, he shall be paid thirty-four cents (34¢) per hour above his Journeyman rate during such time as he occupies this position.

39.06 **Working Lead Hands** promoted on a temporary basis to the position of a salaried Foreman Relief shall receive a premium of thirty-six (36¢) per hour while they are carrying such responsibility.

40. General

40.01 Except in cases of emergency where equipment is in jeopardy or interruption of production is imminent, Supervisors will not perform work normally performed by members of the bargaining unit.

40.02 The Union undertakes to cooperate with Management in reducing absenteeism

40.03 Use of the masculine gender in this Agreement shall be considered also to include the feminine.

40.04 **Maternity Leave**

- (a) Maternity leave without pay will be granted to employees with ten (10) months or more of service who are required to be absent as a result of the employee's pregnancy.
- (b) The leave of absence will normally be two (2) months before and two (2) months after the delivery date. Leaves of up to four (4) months after the delivery date will be granted if recommended by the employee's physician.

(c) During maternity leave, Life and Accidental Death and Dismemberment Insurance and medical coverage will be maintained by the Company. The employee will pay the premium and cost on any leave extending beyond four (4) months.

40.05 Painter qualifications form part of this Agreement and are attached as Appendix "1".

41. Ship Loading/Unloading

41.01 The attached line of progression will be instituted to provide for effective management of the needed skills to efficiently load and/or unload conventional ships. The Union will be advised of manning requirements for side loading ships when such ships are scheduled.

41.02 The crew show" shall be directed by a Non-Union Supervisor. All positions will work a twelve hour shift and will be filled by a ship loading crew member. The ship loading crew will be filled by call crew employees posting for the indicated positions. Successful applicants will be the first assigned to ship loading duties and will remain at ship loading while work is available. During periods when no ships are in port requiring loading or unloading, the ship loading crew will be called-in in order of service to fill temporary vacancies in the mill which occur on their shift and for which they are qualified.

41.03 Members of the ship loading crew may post for regular positions in the mill as they become available. The vacancy in the ship loading crew thus created will be posted for in accordance with Article 8.06(a) (b) and (c).

41.04 Temporary vacancies that occur in mill lines of progression during ship loading will be filled from the casual call-in list.

41.05 Ship loading workers will be paid for actual hours worked with the following exceptions only:

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

41.06 Shipping employees notified and who report for work and are sent home, without starting work, because no work is available or because work cannot proceed due to weather conditions shall receive two (2) hours' pay at the same rate as for time worked.

41.07 If, however, the crews are put to work or detained for one-half hour ($\frac{1}{2}$) or more, a minimum of four (4) hours will be paid at the same rate as for time worked.

41.08 If, after work has commenced, a stoppage occurs due to weather conditions, and men are asked to stand-by, stand-by time will be paid for at the same rate as for time worked.

41.09 If boat loading is completed, or work ceases due to weather conditions, before the end of a shift and men are sent home, they will be paid an additional two hours at the same rate as for the time worked.

41.10 A telephone answering service will be installed and it is the employee's responsibility to call in to the designated phone number and receive a recorded message advising him when he will be required for work. This telephone will not be used for any other purpose.

41.11(a) Regular shipping employees "called in" for the purpose of docking or undocking a ship will be paid a minimum of four (4) hours time for

each ship docked or "docked. If an employee is called in outside his normal work hours to move a ship from one berth to another, a minimum of four (4) hours time will be paid. (Employees moving a ship from one berth to another berth will be paid one call.) If employees are called in a" Sundays or Statutory Holidays, they will be paid a minimum of six (6) hours at straight time.

- (b) **Employee** docking ships during regular working hours will be paid on a straight time basis. If they are required to stay beyond the regular working hours for the purpose of undocking a ship, it will be considered a continuation of the days work and time and one-half will be paid. If, however, they are required to stay beyond the regular working hours to dock a ship, a minimum of four (4) hours will be paid.

41.12 Employees will not be required to work' more than one' and one-half hours beyond the end of their regular shift for the purpose of completing a boat.

41.13 Boat loading will be scheduled to commence at 8:00 a.m., 12:00 noon, 4:00 p.m., 8:00 p.m or 12:00 midnight.

41.14 "Except as modified by the foregoing provisions of this Article 41, boat loading employees will be covered by the terms and conditions of the collective agreement."

BOAT IN

MILL

26

BOAT LOADING
CREW (26)

2	X	13
2	X	6

CASUAL CALL
CREW

(12)

NO BOAT

MILL

(2)

(1)

BOAT LOADING
CREW (26)

(1) FIRST ASSIGNMENTS
(2) SECOND ASSIGNMENTS

CASUAL CALL
CREW



42. Local Issues • See Master Agreement and Appendix "K".

43. Term of Agreement

43.01 The Company and the Union agree that they will abide by the articles of this Agreement for the period from date of signing to April 30, 1993, and from year to year thereafter subject to not less than thirty (30) days notice in writing prior to April 30, 1993 and in any succeeding year, by either party desiring a change.

43.02 The Parties agree to sign at Stephenville, Newfoundland this 30th day of November, Nineteen Hundred and Ninety.

ABITIBI-PRICE INC.
Stephenville Division

Jack Van Loeren
Michael Brothers

CANADIAN PAPERWORKERS UNION
Local 1093

Frank T. Campbell
W. W. Ullae
Dennis Holt

APPENDIX 'A'

ABITIBI-PRICE INC.

WEEKLY INDEMNITY PLAN

1. DEFINITIONS

In this plan, unless otherwise specifically provided,

- (a) "Accident" Is a bodily injury caused by external, violent means;
- (b) "Disability" Is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this plan;
- (c) "Employee" means an employee in the active employment of the Company, who participates in this plan;
- (d) "Insurer" means the insurance company or carrier appointed by the Company;
- (e) "Plan" means the Abitibi-Price Inc. Weekly Indemnity Plan;
- (f) "Wage" means an employee's regular weekly wage, based on 40 times his straight time average rate, for the 40 hours worked prior to the start of disability, excluding any overtime premium or shift bonus. Employees who are regularly scheduled

to work a 42 hour work week will have their benefits calculated on that base.

2. PARTICIPATION

- (a) All employees Of the company listed on the attached participation schedule shall be eligible to participate in this Plan. in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to eligible employees who have completed three months of continuous employment with the Company.

3. AMOUNT OF DISABILITY BENEFITS

- (a) The amount of disability benefits shall be 70% of an employee's wage, as defined in Section 1(f), immediately preceding the date of disability with no maximum
- (b) Change in Benefits
Any employee not actively at work on the effective date or dates Of the changes in benefits will not be eligible for the increase in benefits until the date Of his return to active employment.
- (c) A daily rate Of payment for each calendar day of absence that

qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section (a) hereof.

4. ELIGIBILITY FOR PAYMENT

- (a) i) Except in the case of disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any illness, beginning after 3 consecutive days of continuance of the disability.

- ii) In the case of a disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one accident or such sickness commencing from the date of the accident or first day of hospitalization.

(b) **An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.**

(c) **An employee shall not be eligible for an amount of disability benefit under this plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.**

In the event of a lay-off an employee shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.

(d) **An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred**

prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

- (e) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on a full time basis.
- (f) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii) Any Injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or

- iii) **Self-destruction or any self-inflicted Injury, while sane or insane, or**
 - iv) **Any injury or illness result- from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or**
 - v) **Disability for which the em- ployee is not under the treatment of a physician ex- cept that authorization for benefits by a chiropractor shall be permitted for up to four weeks per insured person per calendar year, or**
 - vi) **Alcoholism or Drug Addiction, unless the employee is under- going a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treat- ment approved by the insurer and a licensed physician.**
- (g) **An amount of disability benefit will not be payable following the normal retirement date of an em- ployee, other than retirement under**

the total and permanent disability provision of the Company pension plan.

- (h) **An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.**
- (i) **An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.**
- (j) **An employee on Weekly Indemnity who is determined as being fit for "light duty" by a licensed physician and if no "light duty" work is available, he shall remain on Weekly Indemnity Benefits in line with Section 4 (a)(i).**
- (k) i) **An amount of disability benefit under the plan shall not be paid in event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the**

pregnancy leave provisions of any relevant provincial or federal legislation.

ii) For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

5. (a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, in the event of absence due to illness, an employee must be certified by a physician for the disability within the first three (3) days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two (2) complete days prior to the day that the employee is actually certified by a physician.

When an employee becomes ill on a Friday, the three (3) day waiting period will be extended to the

Mnday. However, if the employee in this instance fails to see his doctor on the Mnday immediately following the Friday, the grace period will revert to three (3) days only.

6. MISCELLANEOUS PROVISIONS

- (a) An employee who is absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, and is unable to return to active employment when eligible because of a disability, shall, upon the date Of his return to active employment, be eligible to participate in this plan;**
- (b) An employee absent on an authorized leave of absence on the date he was to become eligible under this plan, shall, upon the date of his return ta active employment,, be eligible to participate in this plan;**
- (c) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan, but not beyond the end Of the policy month next fallowing the policy month in which such employee ceased work.**

- (d) If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

The Company will be reimbursed by the claimant for any advance payments made prior to the Company's receipt of notification of the adjudication of the claim.

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

7. GOVERNMENT DISABILITY PLANS

- (a) The amount of disability benefit under this plan will be reduced by the amount for which an employee and/or the employee's dependent up to the age of eighteen is eligible under the disability benefit provision of the Canada Or Quebec Pension Plan or similar provisions in any other Government plans for disability, for which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pensions and Workmen's Compensation Disability Pensions.

(b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans;

(c) 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 and/or Insurer, as the case may be, through some other mutually satisfactory arrangement.

8. **COMPANY PENSION PLAN DISABILITY BENEFITS**

The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision of the Company pension plan.

9. **PHYSICAL EXAMINATIONS**

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

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

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

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

10. ADMINISTRATION

- (a) **It shall be the obligation of the employee to notify immediately the Company of his absence due to disability. following which the Company will issue the necessary initial claim forms to him**
- (b) **Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the plan, and the Company will forward the claim forms to the insurer for adjudication and processing.**

- (c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or the insurer may establish claims control procedures.
- (d) i) **A Claims Committee will be established at each mill consisting of a union representative of each participating local and representatives of management; having a representative of management as Chairman, the purpose of which will be to discuss any problems relating to the administration of the plan, and to review claims experience. To assist in the function of the Claims Committee, a representative of the insurer will attend meetings periodically, and claims experience will be made available.**
- ii) **The Claims Committee may assist in the establishment of claims control procedures which, may be required from time to time.**
- iii) **The Claims Committee will not seek, directly or indirectly, to abridge, modify, add to, or subtract from the terms of this Plan, nor to secure benefits not payable under the terms of this Plan.**

11. All of the foregoing provisions of this plan shall be subject to the Grievance procedure.

APPENDIX 'B'

ABITIBI-PRICE INC.

LONG TERM DISABILITY PLAN

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

1. ELIGIBILITY

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

2. EFFECTIVE DATE OF COVERAGE

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

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

3. QUALIFYING PERIOD

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

4. DEFINITION OF DISABILITY

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months is unable because of disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

5. AMOUNT OF BENEFIT

- (a) 55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum monthly payment of \$1,800. (\$2,000.00 for employees on becoming disabled on or after May 1, 1987.) The regular straight time hourly rate shall be the rate used to calculate Weekly Indemnity benefits.

- (b) **The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or more after disablement), Workmen' 6 Compensation, or any other "on-private disability income plan.**

6. DURATION OF BENEFITS

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

- (a) **On the date the employee ceases to be disabled; or**

(NOTE: If there is a recurrence of the same disability within four months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the Abitibi-Price Inc. Weekly Indemnity Plan.)

- (b) **on death, or**
- (c) **On the earlier of retirement or age 65.**

**7. CONTINUATION OF GROUP LIFE
INSURANCE DURING DISABILITY**

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

8. EXCLUSIONS

(a) Benefits under the Long Term Disability Plan will not be payable for claims resulting from

- i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or**
- ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or**
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or**
- iv) Disability for which the employee is not under the treatment of a physician, or**

- v) **Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.**

- (b) i) **An amount of disability benefit under this plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation**

- ii) **For employees who fail to qualify for pregnancy leave or absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.**

9. REHABILITATION

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

APPENDIX 'C'

ABITIBI-PRICE INC.

SUPPLEMENTARY HEALTH CARE PLAN

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

ELIGIBILITY

Employees

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

Dependents

For purposes of dependents' coverage provided under the plan, eligible dependents include the wife or husband and unmarried children from birth to their 21st birthday.

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

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

DESCRIPTION OF BENEFIT

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

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

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

The Maximum Lifetime Benefit for all Covered Expenses is \$10,000 for each insured family member. on January 1 of each year, up to \$1,000 of the maximum lifetime benefit previously utilized, will be automatically restored.

FOP example, If you receive \$1,700.00 in benefit payments in one calendar year, your maximum benefit will automatically be restored by \$1,000.00 on the next January 1, making your new maximum \$9,300.00. The next January 1, your maximum will be restored to \$10,000 provided benefits paid in that year were \$300.00 or less.

COVERED EXPENSES

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

Class I Expenses

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

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

- **Framer. lenses, and the fitting of** prescription glasses, including contact lenses up to a total payment of \$75.00 per family member, in any two consecutive calendar years.

Class II Expenses

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

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

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

OUT-PATIENT HOSPITAL SERVICES AND SUPPLIES
in connection with

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

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

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

TREATMENT BY A PROVINCIALLY LICENSED OSTEOPATH, NATUROPATH, PODIATRIST OR CHRISTIAN SCIENCE PRACTITIONER up to \$7.00 per treatment and up to \$25 per disability for X-rays but not more than 30 visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of \$7.00 per treatment and no benefit

will be paid while the individual is entitled to similar benefits under any provincial health plan.

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

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

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

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

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

SPEECH THERAPY by a person duly qualified and registered and legally engaged in the practice of speech therapy provided such services, by duration and type, have been prescribed by a physician but "at more than 30 visits in any calendar year.

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

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

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they were incurred.
- (2) Up to \$50 per day for charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence. No charges will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which

the individual would not have been covered under this Plan had he been hospitalized in his normal province of residence.

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

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

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

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

ANESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS.

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES.

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.

GENERAL DEFINITIONS

Definitions

Definitions relating to this Plan shall be those set out in Confederation life Insurance company policy 83120, effective January 1, 1985.

Continuation of Supplementary Health Care Benefits For Incapacitated Children:

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

EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless treatment is the result of a "on-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.
- (3) Any expenses for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation under any Workmen's Compensation legislation.

- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any Injury or disease which results from an act of war or hostilities of any kind.

Co-ordination of Benefits

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

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

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

Termination of Benefits

Termination of Employment:

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

workmen's Compensation:

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

Weekly Indemnity:

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

Leave of Absence:

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

Lay-Off:

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

Changes to Report

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

- (1) Employee without dependents.**
- (2) Employee with dependents.**

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

Payment of Claims

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

APPENDIX 'D'

ABITIBI-PRICE INC.

DENTAL CARE PLAN

ELIGIBILITY

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

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

EFFECTIVE DATE OF BENEFITS

Employee:

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

Dependent:

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

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

THE PLAN

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

- (a) 100% of the cost of Class, I covered expenses, and**
- (b) 50% of the cost of Class II and Class III covered expenses based on the 1989 Provincial Dental Association Schedule Of Fees. (Effective May 1, 1991: the 1990 Provincial Dental Association Schedule of Fees; effective May 1, 1992, the 1991 Provincial Dental Association Schedule Of Fees.)**

The maximum benefit per calendar year is \$1,000 per insured family member for Class I and II covered expenses. The lifetime maximum benefit is \$500 per insured family member for Class III covered expenses. (Effective June 12, 1987, \$1,000.)

COVERED EXPENSES

Class I Procedures:

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

Class II Procedures:

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

- Repair or relining of dentures.

Class III Procedures:

- **Orthodontic** treatment, including **correction** of malocclusion.

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

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

PRE-DETERMINATION OF BENEFITS

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

proposed course of treatment. the Insurance Company will notify both you and your dentist of the estimated payment under the Plan.

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

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

EXCLUSIONS

The Plan does not cover:

- Dental Services not listed under "covered Expenses".
Services not performed by a licensed dentist.
Any eligible expenses for which coverage is provided or available (or would be if the Plan was not in effect) under any insurance or other contract, Plan or law.
Treatments received before the effective date of your benefits, or which commenced after lay-off or termination of employment.
Dental services performed primarily for cosmetic purposes.

- Travel expenses to and from the place of treatment.
- Treatment brought about by conditions arising from war, riot or insurrection, or while serving in the armed forces of any country.

TERMINATION OF BENEFITS

Termination of Employment:

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

Workmen's Compensation:

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

Weekly Indemnity:

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

Leave of Absence:

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

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

Lay-Off:

Benefits Will cease upon lay-off. In the event that an employee has a course of

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

HOW TO CLAIM

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

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

APPENDIX 'E'

ABITIBI-PRICE INC.

TRADES PROMOTION PLAN

Not Applicable To Local 1093

APPENDIX 'F'

ABITIBI-PRICE INC.

APPRENTICESHIP PLAN

Not Applicable To Local 1093

APPENDIX 'G'

ABITIBI-PRICE INC.
WAGE SCHEDULE

Classifications JCP May 1, May 1, May 1,
 Class 1990 1991 1992

Woodhandling Department

Woodroom Operator	12	18.585	19.605	20.685
Asst. Woodroom Operator	8	17.645	18.615	19.640
Infeed Operator	8	17.645	18.615	19.640
Reclaim Operator	7	17.430	18.390	19.400
Utility	4	16.785	17.710	18.685

T.M.P.

Operator	24	19.090	20.140	21.250
Asst. Oper. No. 1	15	19.340	20.405	21.525
Asst. Oper. No. 2	7	17.430	18.390	19.400
Tester/Utility	5	17.005	17.935	18.920

Paper Mill

Machine Tender		<u>Paper-</u>	<u>Paper-</u>	<u>Paper-</u>
Rack Tender		<u>Makers</u>	<u>Makers</u>	<u>Makers</u>
Third Hand		<u>wage</u>	<u>wage</u>	<u>wage</u>
Fourth Hand		<u>Scale</u>	<u>Scale</u>	<u>Scale</u>
Fifth Hand				
Sixth Hand				

Stock Preparation Operator		<u>Paper-</u>	<u>Paper-</u>	<u>Paper-</u>
Inspector/Tester		<u>Makers</u>	<u>Makers</u>	<u>Makers</u>
Paper mill Utility Man		<u>Wage</u>	<u>Wage</u>	<u>Wage</u>
		<u>Scale</u>	<u>Scale</u>	<u>Scale</u>

Classifications	JCP Class	May 1, 1990	May 1, 1991	May 1, 1992
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Paper Mill (cont'd)

No.1 Roll Finisher	11	18,360	19,370	20,435
Roll Handler(Whse.)	8	17,645	18,615	19,640
No. 2 Roll Finisher	5	17,000	17,935	18,920
Utility	5	17,000	17,935	18,920
Kraft PulperUtility	3	16,600	17,515	18,480

Steam Plant

Shift Engineer	27	22,870	24,130	25,455
Boiler Operator	15	19,340	20,405	21,525
Asst. Boiler Oper.	11	18,360	19,370	20,435

Steam Plant employees holding a certificate of a class higher than required for the job performed will receive an hourly premium of 25¢ for a first class certificate, 20¢ for a second class certificate, and 15¢ for a third class certificate and a 10¢ for a fourth class certificate.

To receive this premium the employee must be prepared to accept promotion.

Boat Loading

Checker	9	17,830	18,810	19,845
Lead Hand	9	17,830	18,810	19,845
Winchman	8	17,645	18,615	19,640
Signalman (Winchman Relief)	8	17,645	18,615	19,640
Clamp TruckOperator	7	17,430	18,390	19,400
Tow Motor Operator	6	17,205	18,150	19,150
Senior Man in Hold	5	17,000	17,935	18,920
No. 1 Slingman (Tab Remover)	4	16,785	17,710	18,685
Fork Lift Operator/ Utility	4	16,785	17,710	18,685
No. 2 Slingman	3	16,600	17,515	18,480
Man in Hold	3	16,600	17,515	18,480

<u>Classifications</u>	<u>JCP Class</u>	<u>May 1, 1990</u>	<u>May 1, 1991</u>	<u>May 1, 1992</u>
<u>Mechanical & Electrical Trades</u>				
Cross-Tradesman "A"		21.03	22.19	23.41
Cross-Tradesman "AA"		22.23	23.45	24.74
Cross-Trades Electronic/ Instrument Technician		23.01	24.27	25.61
Shift Electrician				
Shift Millwright				

<u>Classifications</u>	<u>JCP Class</u>	<u>May 1, 1990</u>	<u>May 1, 1991</u>	<u>May 1, 1992</u>
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Apprentice

First Period		16.22	17.11	18.05
Second Period		16.82	17.74	18.71
Third Period		17.42	18.37	19.37
Fourth Period		18.02	19.00	20.03
Fifth Period		18.62	19.63	20.69
Sixth Period		19.22	20.26	21.35
Seventh Period		19.82	20.89	22.01
Eighth Period		20.42	21.52	22.67

Area Oiler

<u>Paper Mill/</u>				
T.M.P. Oiler	9	17.830	18.810	19.845
General Mill Oiler	7	17.430	18.390	19.400
<u>Woodmill/Steam Plant/</u>				
Paper Whse. Oiler	5	17.000	17.935	18.920

Painters

Painter "A"		19.62	20.70	21.84
Painter "B"		17.30	18.25	19.25

Yard Services Department

crane Operator	14	19.090	20.140	21.250
Grader Operator	8	17.645	18.615	19.640
Payloader Operator	7	17.430	18.390	19.400
Tractor Operator	6	17.205	18.150	19.150
Tractor Trailer	6	17.205	18.150	19.150
Tractor Driver	6	17.205	18.150	19.150
Clamp Truck Operator	4	16.785	17.710	18.685
Labourers	1	16.220	17.110	18.050

JCP May 1, May 1, May 1,
Classifications Class 1990 1991 1992

Stores

Storesman	5	17,005	17,935	18,920
Janitor	1	16,220	17,110	18,050
Cleaner/Courier	3	16,600	17,515	18,480

Stock Prep Operator

Beater Engineers, or by whatever name they might be called, shall receive either Class "A" or Class "B" rate.

Class "A" - In a mill where coloured paper (NOT shades of Standard White Newsprint) is manufactured, the hourly rate for the Beater Engineer, or by whatever name he might be called, shall equal the highest Machine Tender rate on the machine(s) to which he furnishes stock.

Class "B" - In a mill where any other paper, except coloured paper, is manufactured, the hourly rate for the Beater Engineer, or by whatever name he might be called, shall equal the highest basic Back Tender rate on the machine(s) to which he furnishes stock.

Head Clothing Man

The Head Clothing Man will be paid the Third Hand rate.

Inspector - Tester

The Inspector - Tester will be paid the Third Hand Rate.

Paper Mill Utility Man

The Paper mill Utility Man will be paid ten cents (10¢) below the Sixth (6th) Hand rate. When the winder is running seven (7) rolls plus a butt, this shall be considered as eight (8) rolls. When running eight (8) rolls or more the papermill utility man will be assigned to assist the winder crew.

Stack Adjustment

While operating with double calendar stacks, or while operating a breaker stack, the Backtenders rate will be adjusted upward by two classes.

ABITIBI-PRICE INC.

STEPHENVILLE DIVISION

OFFICE EMPLOYEES

Position	Class
Stenographer	
Senior Stenographer	2
Stores Clerk Typist	3
Control Clerk	4
Assistant Order Clerk	4
Data Processing operator	4
Invoice Clerk	4
Stores Record Clerk	4
Maintenance Clerk	5
Intermediate Draftsman	5
Laboratory Technician	5
Order Clerk	6
Cost & Budget Clerk	6
Maintenance Planner	7

Employees within the bargaining unit shall move from the rate at which they were hired, promote or transferred to the Standard rate for their job classification within a period of 18 months. Normally such movement shall be in 3 equal steps spaced at intervals of 6, 12 and 18 months.

All employees who have reached or exceeded Standard in their current grade shall receive an increase equal to one-third (1/3) the difference between Standard and Maximum on each anniversary of reaching or exceeding Standard until the Maximum salary or their current grade is reached.

ABITIBI-PRICE INC.
STEPHENVILLE DIVISION
CONTINUOUS OPERATION
EFFECTIVE MAY 1, 1990

General Staff Salary Scale

<u>Class</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>Std.</u>	
1	2389	2419	2448	2477 2566
2	2442	2480	2519	2558 2681
3	2546	2607	2670	2733 2846
4	2719	2780	2842	2905 3083
5	2846	2928	3009	3092 3302
6	3005	3098	3191	3284 3534
7	3188	3281	3374	3467 3753

ABITIBI-PRICE INC.
STEPHENVILLE DIVISION
CONTINUOUS OPERATION
EFFECTIVE MAY 1, 1991

General Staff Salary Scale

<u>Class</u>	<u>Min.</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>Std.</u>	<u>Max.</u>
1	2520	2552	2583	2613	2707
2	2576	2616	2658	2699	2828
3	2686	2750	2817	2883	3003
4	2869	2933	2998	3065	3253
5	3003	3089	3174	3262	3484
6	3170	3268	3367	3465	3728
7	3363	3461	3560	3658	3959

ABITIBI-PRICE INC.
STEPHENVILLE DIVISION
' CONTINUOUS OPERATION
EFFECTIVE MAY 1, 1992

General Staff Salary Scale

<u>Class</u>	<u>Min.</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>Std.</u>	<u>Max.</u>
1	2659	2692	2725	2757	2856
2	2718	2760	2804	2847	2984
3	2834	2901	2972	3042	3168
4	3027	3094	3163	3234	3432
5	3168	3259	3349	3441	3676
6	3344	3448	3552	3656	3933
7	3548	3651	3756	3859	4177

APPENDIX 'H'

ABITIBI-PRICE INC.

SALARY BARGAINING UNIT

1. Except as modified below, employees of the Salary Bargaining Unit will be covered by the terms and conditions of this Agreement.

2. **Hours of Work and Overtime**

(a) Normal working hours for office employees covered by this Agreement are from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 4:00 p.m. Monday through Friday. However, the work week may change provided such changes are scheduled one (1) week in advance. For time worked in excess of seven (7) hours per day on Sundays and on scheduled days off, the Company agrees to grant compensating pay at time and one-half.

"An Office Worker who works seven (7) hours or more on Sunday will take another day off during the week. If he is required to work on this other day off, he will receive time and one-half."

(b) The Company reserves the right to schedule the Data Processing Department on a staggered hours basis

between the hours of 8:00 a.m. and 8:00 p.m. when the shift will be split 8:00 a.m - 12:00 noon, 1:00 p.m. - 4:00 p.m and 12:00 noon - 4:00 p.m and 5:00 p.m to 8:00 p.m. A shift differential will be paid in accordance with Article 39.02 on the hours worked on the second shift. It is understood that employees on staggered shift will rotate.

3. Probation

A new employee may be released at any time during the first forty-five (45) worked days of his employment at the discretion of the Company.

4. Employment, Promotion, Demotion, Lay-Off and Recall

(a) As soon as a job within the Union's jurisdiction is permanently vacant, or it is determined that a job falls within the Union's jurisdiction, the Union will be advised and the job will be posted for a period of five (5) working days.

(b) Each job posting will contain information as to:

- i) The job title.
- ii) The Department in which it is located.
- iii) The grade and salary of the job as of the date of posting.

- iv) **A brief description of the job.**
 - v) **The minimum requirements (or the equivalent) necessary to fill the job.**
- (c) **Before recruiting from outside the Union's jurisdiction, consideration will be give" to employees in the following order:**
- i) **Salary group.**
 - ii) **Hourly group and part-time steno (includes part-time steno pool).**
- (d) **Promotion from one step to the next higher step within a line of progression will be on the basis of seniority. providing the senior employ& is qualified for promotion on the basis of ability to fulfill the normal requirements of the job.**
- (e) **When an employee has been selected to fill a vacancy within the Union's jurisdiction, the Company will I advise the Union in advance of the appointment.**
- (f) i) **When an employee's job is down-, graded or his job is eliminated he may opt to use his seniority to displace the most junior employee in the class in which his job was formerly classified or in a lower class provided he meets the minimum requirements of the job which he seeks.**

- ii) **In the case of a reduction in the work force, employees will be demoted in the reverse order of their promotion.**

- iii) **Notwithstanding the above in the event that an employee's job is eliminated and he has no option under Article 4(f)(1) of Appendix 'H' he may use his mill seniority to bump into another department of the mill under the provision of Article 9.01 of the Collective Agreement.**

- (g) i) **If a regular employee's status is to be changed or his job eliminated or discontinued due to a reduction of office and clerical staff, management will meet with the local Union one (1) month in advance for the purpose of acquainting the local Union with the situation. This does not apply to temporary lay-offs where notice of two (2) weeks will be give".**

- i) Notwithstanding any other provisions of this Article, when employees jobs have been downgraded or when they have been demoted for reasons other than incompetence, the Company will offer the senior employees so affected, any job which becomes vacant in the class in which he was formerly classified before posting the vacancy, provided he meets the minimum requirements of the job in question. In addition, if a job becomes vacant in the class immediately above his former class, the application of such employee will be considered on the same basis of ~~those~~ of other employees in the same class as that of his former job.
- (h) A salaried employee who applies for and is selected to fill a permanent job vacancy within the same class as his present job shall receive the same salary as in his present position with no break in his anniversary service.
- (f) i) A recall list of employees who have been laid off will be given to the Union and will be kept up to date.

- ii) Notice of recall shall be sent by registered mail when a lay-off has lasted more than one (1) month, to the last known address of the employee who is being recalled.
- iii) In recalling employees to service, the Company will follow the principle that the last employee laid off will be the first employee recalled, provided the employee in line to be recalled possesses the qualifications necessary to perform satisfactorily the duties of the job to which he is recalled, following a brief familiarization period as to routine.
- iv) The Company will not hire from the open market while employees on the Recall List qualified to perform the duties of the position to be filled are ready, willing and able to be re-employed.
- v) An employee who has been recalled must advise the management within ten (10) days of the mailing of notice

of recall of his intention to return and must report for work within three (3) weeks of the mailing of the notice of recall, otherwise he will lose his recall rights.

vi) Recall rights will not be lost:

- If an employee refuses an offer of work of short duration at a time when he is regularly employed elsewhere; or

- If he refuses a job in a class lower than the class of the job he held at the time of his lay-off.

vii) With the exception of employees who receive red circle rates, an employee recalled to the former position he held shall receive his former rate of pay modified by any adjustments which have been applied to his class during the period he was on the recall list. Time on extended lay-off, however, will not be considered as service for the purpose of meeting the service requirements to move from one rate in a class to the next

5. Salaries

- (a) **The classifications and monthly salaries for the various office employees covered by this Agreement will be those listed in Appendix "G" attached and forming part of this Agreement.**
- (b) **Employees will be paid on a weekly basis.**
- (c) (1) **When an employee is promoted to a position in a grade above that applicable to his current position, he shall be entitled to receive as an increase in pay, 4% of current monthly salary provided the resultant rate does not exceed the maximum of the new grade. If the resultant rate is below the standard and if the rate falls between time progression steps in the established new grade, the amount of increase shall be adjusted to the next higher progression step and he shall retain the same promotion date in his grade as he had accrued in his previous grade. Such change in rate shall become effective on the 1st or 15th of the month coincident to or next following the date of promotion.**

- ii) **In the event of promotion, and up to a time limit of three (3) months, if the employee promoted proves unsatisfactory or if the employee so desires, he shall be returned to his former position without loss of seniority and at his former salary rate.**

 - iii) **When an employee is demoted by the Company to a position in a grade lower than that applicable to his current position, he shall receive either his current rate or the maximum applicable to the lower job, whichever is the lower amount. Such change in rate shall become effective on the 1st or 15th of the month coincident to or next following the date of demotion.**
- (d) **If an employee replaces an employee of a higher group, he will receive the greater of:**
- i) **his present salary plus an increase of 4%; or**
 - ii) **the rate he would receive for the job if he were transferred to it on a permanent basis;**
- for all time worked at the higher job level.**

- (e) If an employee replaces an employee of a higher classification, in a position outside the bargaining unit, for one working day or more, he will receive an adjustment of eight percent (8%) to his salary retroactive to the first day of continuous replacement and for the period of such replacement.
- (f) Should an employee qualify to replace a higher position as foreseen in paragraph (d) above, he will receive the appropriate adjustment each time he replaces in the higher position.

APPENDIX 'I'

ABITIBI-PRICE INC.

PAINTER QUALIFICATIONS

PAINTER, CLASS "A"

In addition to fulfilling all the requirements of Painter, Class "B", Painter, Class "A" shall be expected to have had a minimum of one years' practical experience; to be able to do all types of interior decorating in offices or houses; to have a working knowledge of pigments, vehicles, oil thinners, dryers, mixing paints and colours, theory of paint colours, formulas for paint covering, capacities, graining, staining, sanding, painted work, calcimining, fuming, filling, varnishing or wax finishing; and to be capable of leading other painters under the general supervision of a Foreman.

PAINTER, CLASS "B"

A Painter, Class "B" shall be expected to have sufficient experience to be able to rig stagings; to have a fair knowledge of ropes, knots and tackle; to use paint guns effectively and do brush work; to care for all the tools of his trade, such as brushes, guns, hoses, hammers, etc., to conserve their life; to understand and be able to use paint

removers, primers, fixatives, protective coatings for mill work; and be able to glare windows. A Painter, Class "B" shall progress to Painter, Class "A" upon completion of one year's service as a painter, Class "B" providing he can fulfill the qualifications of Painter, Class "A".

APPENDIX 'J'

ABITIBI-PRICE INC.

JOB EVALUATION PLAN

OFFICE EMPLOYEES

A) IMPLEMENTATION:

1. This Plan will be implemented January 1, 1984 and any changes in salaries as a result of the Plan will be effective January 1, 1984.
2. Upon initial implementation of the Job Evaluation Plan, where an evaluation results in a class maximum lower than the maximum in effect prior to January 1, 1984, the rate of the incumbent will be considered a "Red Circle" rate. Employees hired, transferred, or posted to another position after January 1, 1984, will receive the class rate of the position they are hired for, transferred to, or accept through job posting. "Red Circle" rates will disappear with attrition and promotion.
3. The following general principles will apply to "Red Circle" rates:
 - i) If an employee becomes "red circled" on the Job he is holding, either on a temporary

or relief basis, at the date of implementation, the employee's salary will not be reduced until the temporary or relief assignment is completed.

Should the employee, having reverted to his regular job, again hold a job on either a temporary or relief basis, payment will be made in accordance with the evaluated salary for the job.

- ii) A" employee holding a job due to promotion to a permanent position at the date of implementation will be entitled to a "red circled" rate, if he returns to his former job within a period of 3 months from the date of promotion and his former job has become "red circled".

Similarly, following the implementation of the Plan, if an employee in a "red circles" rate accepts a promotion to a permanent position, he will retain the right to his former "red circle" rate should he return to his former job within the period of 3 months from the date of promotion, otherwise he will receive the evaluated salary for the new job.

- iii) An employee on authorized leave of absence (deemed to include, for the purpose of implementation, sickness, accident, vacation and pregnancy leave) at the date of implementation, and who returns to work within the period specified in the Collective Agreement, will be entitled to a "red circled" rate if his former job has become "red circled".
- iv) An employee on layoff, at the date of implementation, who returns to his regular job within the period of time set out in Article 9.04(c) of the Collective Agreement, will be entitled to a "red circle" rate should his regular job have become "red circled".
- v) In the case of job elimination, or layoff, an employee in a "red circled" job, will retain "bumping" rights based on his old grade level. These rights will be retained for the same period as set out in (iv) above.
- vi) Employees on "red circled" jobs will be entitled to their normal promotional salary increases and annual salary reviews if their current rate is below the maximum of the

existing salary class for the
"red circled" job for as long
as they remain as the incumbent.

4. Upon initial implementation of the Job Evaluation Plan where the evaluation results in a class, and the maximum salary for this position is higher than that in effect prior to January 1, 1984, the rate of the incumbent at that date will be considered a "Green Circled" rate. The incumbent's rate will move step to step to the appropriate level in the new salary range (i.e. the incumbent at standard in the existing salary range will move to standard in the new salary range).
5. upon implementation of the Plan, either management or the employee may request through the Local Mill committee, that the Joint Central Evaluation Committee review the assigned job evaluation. Should this review result in a change in salary class, adjustments will be made retroactive to January 1, 1984.

B) ONGOING MAINTENANCE

It is agreed that all office positions under the jurisdiction of the Canadian Paperworkers union, Local 1093, will be classified "sing the Thorne Stevenson & Kellogg Job Evaluation Manual.

1. The Job Evaluation Plan is the basis for determining the job class applicable to any existing positions, newly created position or any positions which may have changed.
2. The Salary Scale established for the various levels of job classifications is set forth in the "Schedule of General Staff Salary Scale", which forms part of the Collective Agreement.
- 3a. In the event that new positions are created, the Company will prepare a Position Description and based on its content, the Industrial Relations Department will assign a temporary salary class to that position. Within three months of the position being filled, the Company will review the Position Description with the incumbent and local Mill Committee for submission to the Joint Central Evaluation Committee (J.C.E.C.).
- 3b. In the event that changes occur in existing positions, the employee or the Company may request through the local Mill Committee, the preparation of the new Position Description for submission to the J.C.E.C. for evaluation.
- 3c. The Position Description will consist of a position description and job evaluation sheet and will be prepared

in a similar fashion used for the implementation of this Plan.

- 3d. The J.C.E.C., consisting of the C.P.U. Central Evaluation Committee and representatives Of the Company, will evaluate the positions submitted in accordance with 3a or 3b and will inform the Mill Committee of resulting classifications.**
- 3e. The incumbent of a job will receive the applicable job class rate as determined above.**

As a result of a newly created job, any rate adjustment will be retroactive to the date the job was implemented.

Any rate adjustment, as a result of a change within a" existing position will be retroactive to the date the initial request for a review is made to the local Mill Committee.

Adjustments will be made in the same manner as used when the Plan was initially implemented. Resulting "Red Circled" and "Green Circled" rates will be treated as per sections 3 and 4 of Section A.

- 4. The Divisional Committees and the J.C.E.C. will meet as required.**

5. **The Senior Committee, consisting of the respective Vice-Presidents or their delegates of the Canadian Paperworkers Union and the Company, will meet to settle job classifications that have not been unanimously agreed to by the Joint Central Evaluation committee. Unsettled differences in the Senior Committee will be referred to the next negotiation of the Labour Agreement.**

6. **As a condition of continued participation in the Plan by Abitibi-Price Inc. and in consideration of the Company's agreement to adhere to the general principles of the Job Evaluation Plan, the Union agrees that it will not cause or be party to the modification of any essential element of the Job Evaluation Plan, during the term of the *current* Collective Agreement.**

APPENDIX 'K'

LOCAL ISSUES, LOCAL 1093

WOODROOM

3-87 The Company agrees to add the third infeed operator on a permanent basis with the following guidelines:

If night shift operation is required, two operators will remain on days and one operator will be assigned to nights along with a moved up chip reclaim operator.

When wood is not being received or reclaimed, infeed operators absent due to vacation, sickness and floaters will only be replaced to the extent necessary to maintain a crew of two.

4-90 If it is necessary to reclaim bark on night shift and overtime is required, the overtime should go to the Reclaim operator or the Utility.

SALARY BARGAINING UNIT

6-90 Any office employee who has a reasonable and rational emergency, during the work day that required leaving work, will if he/she desires, work the hours lost at straight time at a time mutually convenient between the employee and the employee's supervisor. Employees are required to notify the supervisor prior to departure and upon returning to work.

19-87 The practice of calling employees at home for job information will be discontinued.

22-87 With the exception of wage rate which is specifically covered in Appendix H, Article 5, the Company will ensure that an employee temporarily promoted to a higher-rated position will receive all the benefits of that higher-rated position.

MECHANICAL/ELECTRICAL

9-90 The Company will use labour pool employees to fill the Oiler's position on weekends. Should any problem arise, they will be addressed with the Union before changes are implemented.

10-90 The Company agrees that if oil resistant boots are not available it will provide the second pair of boots to the classified oilers at no charge with the first pair being covered by the normal \$40 refund.

13-90 The meal allowance during the term of 1990 collective agreement will be \$8.00

43-87 The Company agrees that the shift mechanic will remain in the position at all times with the understanding that they will be working on breakdowns.

PAPER MILL

55-87 A third man will be added to the winder crew when running Japanese orders as long as the present wrapping specifications and methods used are in effect. (Core taping, V pattern on leading edge of paper on roll, taping, hand placed wrapper).

60-87 The Shift mechanic will be assigned to felt and wire changes providing he does not assume any of the duties presently being performed by the machine crew except those identified by the Union i.e. repairs to broken hydraulic hoses and broken jacks.

62-87 The clothing allowance to the winder crew to compensate for abnormal wear conditions caused by the winder drum rough surface will be \$35.00.

FINISHING AND WAREHOUSING

71-87 The company agrees that the number of roll handlers presently being used. **Will not be reduced when finishing the loading of a boat.**

T.M.P.

72-87 Regular employees will not be called to work during the 4-day period prior to the start of their vacation.

SHIPPING

74-87 Shipping and labour pool employees when assigned to the mill on temporary relief will be advised whether or not they will be working 8 or 12 hour shifts. However, there are times when they may be required for periods of less than 8 hours and they will be so advised.

78-87 When two or more "call-list" employees report for work in the same department, the senior employee will be assigned the senior position, provided he is trained for that position.

80-87 Refer to letter of intent.

89-87 The Company agrees to use Shipping employees to dock and undock tankers making delivery of Bunker "C" to Abitibi-Price Inc.

1-90 The Company agrees to use six (6) men to move a boat from one berth to another during the period Nov. 1 - Mar. 31.

10-90 The Company agrees that a 12-hour rest period will be provided between the completion of one boat and the beginning of another with the exception of those employees involved in the docking and undocking of ships.

LABOUR POOL

92-87 Crew safety meetings will be held on a monthly basis with a supervisor chairing the meeting. Efforts will be made to have a Union member from each crew to act as secretary for the meeting. The minutes of the previous monthly meeting for that crew will be read.

95-87 When boat loading or labour pool employees are assigned to operating departments, rainwear and rubber boots will be issued if required. Employees acquiring rainsuits and boots in this fashion will be responsible for their safe housekeeping for future use.

96-87 Labour pool or call list employees assigned to work in the Stores department will be paid the utility rate.

100-87 Snow clearing from the infeed pad will be done by yard Services.

101-87 Any employee on the call list who does not make himself available for a shift of work in a position from which he is training will be considered to have worked that shift for the purpose of accumulating his time pursuant to Article 8.01(a).

2-90 The Company agrees to the administration of the schedule on a rotation basis with a maximum of three (3) labour pool employees permitted to take vacation at one time during prime time.

3-90 The Company agrees to pay for the full shift in the operating departments provided the employee is on the job not later than one hour after being called because of the following scheduling problems:

1. No replacements for scheduled vacations.
2. No replacements for scheduled floaters.
3. No replacement for sickness which was reported to security four hours before his work commences.

4-90 The Company agrees that if an employee on the call list is called for work after 8:30 a.m. or 8:30 p.m. and cannot report, he should not be charged for that shift under existing local issue #101.

5-90 The Company agrees (provided the regular yard services employee does not want to work overtime) that if a labour pool employee is assigned work in yard services and overtime is required to complete the job, the labour employee assigned to the job will be given first opportunity to work the overtime. Actual hours worked to be counted towards accumulating 48 hours as per Article 8.01(B)(7).

APPENDIX "L"

ABITIBI-PRICE INC.

DEPENDENT LIFE INSURANCE PLAN

The Company will provide dependent life insurance coverage at employee cost on the following basis:

ELIGIBILITY

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

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

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

BENEFIT LEVEL

1. Spouse - \$5000.00
2. Each unmarried child:
 - (A) 14 days but less than 1 year of age. \$1,000.00
 - (B) 1 year but less than 19 years (twenty-five (25) years when a student full time). wholly dependent on the employee for support, \$2,000.00.

The spouse's life insurance will be *reduced* to \$1,000.00 upon the employee's 'retirement and cancelled on his death.

April 22, 1987

Mr. Mel Moores
President, Local 1093
Canadian Paperworkers Union

Dear Mr. Moores:

This will confirm that the company will assign the duties associated with van loading to employees within the boat loading line of progression under the following guidelines.

NO GOAT LOADING

The employees required to load vans will be the most senior trained employees in the boat loading line of progression. In the event of a vacancy created by sickness, vacation, etc. the next senior man available will be assigned.

BOAT LOADING AND VAN OR CONTAINER LOADING

Under this operation, the extra roll handlers required for boat loading will be provided by moving up in the finishing line of progression. The additional roll handlers required for van loading will be taken from the clamp truck classification within the boatloading line of progression. That line of progression would then move up and labour pool employees would be assigned to the Man in Hold positions as required.

WORK TO BE PERFORMED

Roll Handlers. under the finishing-warehousing line of progression, will be responsible for performing the following work:

- 1) Off loading end bands, wrapper, heads, other supplies, Cull rolls of newsprint from vans or trucks and loading of cull rolls.
- 2) All operation of Munck vacuum cranes.
- 3) Loading of wrapper, end bands, heads, other supplies, culls, rewraps and any other material going from warehouse to mill.
- 4) Load paper on to Tugmaster trailer going to the dock.

Shipping Personnel will be responsible for performing the following work:

- 1) A., duties involved in loading paper onto boats.
- 2) All work involved in loading paper onto van or containers
- 3) All work involved in checking for boats and vans (one for boatloading and one for vanloading).

WHEN SENT HOME DUE TO BAD WEATHER

When boat loading is called off due to bad weather and crews are sent home, the senior

men who are trained to load vans or containers will bump the junior men on the vans or containers and the junior men will go home and be given the two allowed hours.

If senior shipping employees have accumulated a maximum of 48 (forty-eight) worked hours, and boat loading is called off due to bad weather - the next senior shipping employee who does not have an accumulation of 48 (forty-eight) worked hours will stay behind and load vans or containers.

"AN OR CONTAINER LOADING

When loading vans or containers, if the shipping employees have all accumulated 48 (forty-eight) hours of work, then employees on the casual call list will be called to work, if they are trained to fill the positions required.

These guidelines may require further discussion and changes following the assignment of vanloading to shipping employees to deal with issues that may arise which were not anticipated during initial discussions.

Yours truly,

M.A. Brothers
Superintendent, Industrial
Relations

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