

COLLECTIVE AGREEMENT

BETWEEN



ABITIBI
CONSOLIDATED

NEWFOUNDLAND WOODLANDS

AND



COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 60N

January 1, 2004 to December 31, 2008

00051(07)

THIS AGREEMENT made at Grand Falls-Windsor, in the Province of Newfoundland and Labrador this 31st day of October, Anno Domini Two Thousand Four.

BETWEEN

ABITIBI-CONSOLIDATED COMPANY OF CANADA, OF GRAND FALLS-WINDSOR, NEWFOUNDLAND, (hereinafter called the "Employer") of the one part,

AND

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

WHEREBY IT IS AGREED AS FOLLOWS:

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ARTICLE I – PURPOSE

- 1.01 (a) The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working and living conditions, and to ensure insofar as possible the safety and physical welfare of the employees, economy of operations, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively for the advancement of the conditions set forth herein.
- (b) Anywhere the Collective Agreement refers to the parties, it shall mean the Company, Abitibi-Consolidated Company of Canada and the Union, Communications, Energy & Paperworkers Union Local 60N.
- 1.02 In this Agreement, the word Employer refers to the company and the reference to any non-working contractor refers to contractors who are not employees under this Agreement but are bound by the Agreement.

ARTICLE II – TERM OF AGREEMENT

- 2.01 This Agreement shall become effective as of the first day of January 2004 (except as otherwise provided) and shall remain in full force and effect to and including the 31st day of December, 2008 and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring change or termination shall notify the other party in writing at least sixty (60) days prior to the end of December of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III – RECOGNITION AND JURISDICTION

- 3.01 (a) The Employer recognizes the Union as the sole collective bargaining agency for all the employees of Abitibi-Consolidated Inc., Woodlands Division, including all employees on the seniority list(s) of Abitibi-Consolidated Inc., in woods operations on the Grand Falls timber limits save and except Woodlands Manager, Assistant Woodlands Manager, Superintendents, Assistant Superintendents, General Foremen, Foremen, Assistant Foremen, Scalars, Assistant Scalars, Technical, Clerical and Office Staff, Guards, Gatekeepers, Non-Working Contractors, Non-Working Sub-Contractors, persons employed in Silviculture operations, persons employed in supervisory, advisory and confidential capacities.
- (b) Members of the Union who are promoted outside the Union will retain seniority and accumulated seniority for a period not exceeding three (3) months. At any time before the three (3) months has expired, the promoted employee may return or be returned to his former classification

provided he has remained a member in good standing of the union. This is applicable to permanent positions only.

- 3.02 (a) The Employer agrees that if contracts are made, such Contractors shall be required to apply all the terms of this Agreement, including the wage rates, i.e., it is understood and agreed between the Company and the Union that any person who works on the Newfoundland Woodlands operation of the Company in any capacity referred to in the Wage Schedules attached hereto or any new classification to be added thereto under Article IV shall be considered to be an employee of the Employer for the purposes of this Agreement. The Company agrees to notify the Union two (2) weeks prior to awarding any contracts.
- (b) When it becomes necessary to contract out work because of a need for specialized skills or equipment associated with road building, the Company will advise the Union at least one week prior to the work being performed. In those cases, the provisions of the Collective Agreement will not apply.

The application of the above provisions shall not impact employees to the extent that their normal hiring periods will be delayed nor would they be laid off prematurely. The minimum annual work commitment for employees, as outlined in this Collective Agreement, will not be affected by the application of this Article.

For the purpose of this Article, special skills will include skills not available within the Company workforce and special equipment will include equipment not presently available within the Company equipment compliment, such as large dozers, rock wagons or belly dumps.

- 3.03 Except as stipulated in Article 3.02(b), anyone performing work, except for the purpose of instruction and/or in case of emergency, as listed in the Job Classifications set out in the Wage Schedules attached to and forming part of this Agreement, shall be considered employees of the Employer within the terms of this Agreement.
- 3.04 Supervisory personnel shall not perform work which would normally be a function of an employee listed in the job classifications covered by this Agreement, including new job classifications added under Article IV, except for the purpose of instruction and/or in case of emergency.
- 3.05 The jurisdiction area of application under this Agreement shall be the Province of Newfoundland and Labrador and shall cover those job classifications listed in the Wage Schedules which are part of this Agreement, including job classifications added under Article IV.
- 3.06 The Employer shall not be asked to act upon and shall not be responsible for questions of jurisdiction which may arise between the Union and any other union or unions. It is also agreed that the Employer's operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other union or unions.

- 3.07 No Company official, supervisor or foreman shall have any private understanding or agreement with any individual employee or group of employees in conflict herewith.

ARTICLE IV – RATES AND CLASSIFICATIONS

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

ARTICLE V – UNION MEMBERSHIP

- 5.01 The Employer agrees that it is in favour of its employees, covered by this Agreement, becoming members of the Union and will facilitate Union membership solicitation as hereinafter provided.
- 5.02 All employees covered by this Agreement shall become members of the Union within 30 days from the date they commence employment. All members shall maintain their membership in good standing as a condition of employment through the term of this Agreement. In the event of the Union having to suspend a member, the Company shall be notified by the Union, in writing, at least seven (7) days before the suspension.
- 5.03 It is the responsibility of the Union to notify the Employer, in writing, of any employee who has refused to join the Union or any member who refuses to maintain his membership in good standing, and the Employer shall not be required to release an employee until notice in writing has been received. In the event of such release, the Company will not be required to issue the notice of lay-off as contained in Clause 12:07.
- 5.04 The Employer shall deduct each month from the wages of each employee within the Union's jurisdiction, the regular monthly working membership dues of the Local Union and, on his behalf, remit the same to the Local Union.
- 5.05 If an individual employee who is a member of the Union or wishes to become a member so desires, the Employer agrees that it will, on his behalf and upon written request, deduct Union Initiation Fees and/or Back Dues from monies due him.
- 5.06 Remittance of all deductions accompanied by an itemized list, in duplicate, showing the payroll number, hours worked, name, SIN, address, date of birth, date of hire, and amount by individual and totals by camp or work areas, shall be sent to the Local Union as soon as possible; but in any event, not later than two (2) weeks from the end of the calendar months in which it is deducted.
- 5.07 The Employer shall advise the Union from time to time of the Employer's labour requirements.
- 5.08 The Union shall furnish the Employer with a list of Local Officers, Representatives and Job Stewards and shall amend these lists promptly as changes occur.
- 5.09 Union representatives, as per list supplied by the Local Union, shall have the right to visit all Newfoundland Woodlands operations in connection with Union business as it pertains to the Employer's operation on condition that said representatives abide by the regular rules and regulations of the Employer. In so doing, the Local Union agrees that their representatives shall have due regard for production. Such Union representatives shall be

provided with board and lodging, if available, on the Employer's premises at \$5.50 per meal.

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

ARTICLE VI – ANNUAL VACATION

- 6.01 The Employer shall grant vacation time off to employees covered by this Agreement in accordance with the following provisions: An employee's vacation entitlement will become effective at the time the employee accumulates the required number of days.
- a) Less than 150 days: one (1) day vacation for each 30 days of seniority.
 - b) 150 - 900 days: two (2) weeks vacation.
 - c) 901 - 1,500 days: three (3) weeks vacation.
 - d) 1,501 - 3,150 days: four (4) weeks vacation.
 - e) 3,151 - 5,150 days: five (5) weeks vacation.
 - f) Over 5,150 days: six (6) weeks vacation.
- 6.02 Vacation Pay shall be paid to employees at the time of vacation, weekly with regular earnings, or deposited in trust and paid if requested on the following basis:
- a) 4% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6:01(a) and (b) above.
 - b) 6% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6:01(c) above.
 - c) 8% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6:01(d) above.
 - d) 10% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6:01(e) above.
 - e) 12% of gross earnings accumulated to the end of the previous computer payroll year for employees under 6:01(f) above.
- 6.03 An employee who loses his seniority rights through voluntary separation shall have his vacation credits included with his pay at the time of separation.
- 6.04 Employees wishing to take vacation time off must first apply for such vacation time off at least three (3) weeks in advance of the date requested. Such vacation time shall be for a period which is mutually agreed. All vacation time off must be approved by the Employer before taken. If, for any reason, the employee cannot be granted his vacation on the date requested, the employee shall be so notified, in writing, within two (2) weeks after the initial application.

- 6.05 The Employer shall provide vacation application forms in multiple copies so that an employee shall have for himself a copy of his request signed by the appropriate Company official.
- 6.06 Subject to the foregoing, an employee shall be granted vacation time off on dates requested unless it causes acute manpower shortage in his classification at his worksite. Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) consecutive calendar days. Vacation Pay will be paid in proportion to the time taken unless the employee makes a request, in writing, to be paid differently.
- 6.07 Should two or more employees apply for the same vacation dates, the date of application should determine. Should the date of application be the same, seniority shall determine.
- 6.08 Vacations shall commence on the first day of the employee's normal work week, unless other arrangements can be made between the employee and his supervisor so that adjustments in the scheduling of crews can be kept to a minimum. Vacation Pay, in accordance with Clause 6:02, shall be on a separate cheque and paid not later than the Friday preceding the day that the vacations are due to commence.
- 6.09 If during the life of this Agreement any legislation is proclaimed which provides for more Vacation Pay than is provided for in this Article, the legislation shall have effect from the date of proclamation.
- 6.10 If an employee has not collected his Vacation Pay as provided for in this Article, the Company shall pay same at the end of the second payroll year, but only up to the end of the previous computer payroll year.

ARTICLE VII – HOLIDAYS WITH PAY

- 7.01 Qualified employees covered by this Agreement shall be paid for the following holidays without the performance of work providing the qualifying time is worked on the Newfoundland Woodlands operations of the Company.
- a) Good Friday
 - b) Victoria Day
 - c) Canada Day
 - d) Labour Day

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

- 7.02 To be eligible for pay for the holidays as outlined in Clause 7:01, employees must qualify as follows:
- a) For employees whose names have not been entered on the seniority list as per Clause 12:03, the required days worked between holidays shall be **fifteen (15)** days.
 - b) Employees must have worked the last scheduled shift before and the first scheduled shift after the holiday except when the employee is on vacation or is absent due to a confirmed illness or accident, in which case the employee shall be paid if he otherwise qualifies. Employees on vacation or absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.
 - c) Employees who otherwise qualify but who are laid off on any of the thirty (30) calendar days immediately preceding the holiday will be paid for the holiday. Employees who otherwise qualify but who are laid off prior to the pay period in which the holiday occurs will not be paid at the time the holiday is due. Such holiday or holidays pay will be added to the first payroll period after recall.
- 7.03 Employees who meet the other requirements of this Article and work on or after November 30th of any calendar year shall be granted three (3) Bonus Days. These days may be taken separately as requested by the employee with the same conditions applying as with Floating Holidays in Article 8:03.
- 7.04 An employee does not have to report before or after the stipulated day as per 7:02(b) if his regular employment is not available.
- 7.05 All employees qualifying for a paid holiday, except those working on negotiated piecework rates, shall receive pay for the holiday at their regular rates. Those working on negotiated piecework rates shall receive pay for the holiday at the General Labour Rate plus 8%.
- 7.06 All employees who qualify for a paid holiday and work on the paid holiday will receive pay for the time worked at time and one-half and in addition will receive the Holiday Pay for which they qualify. All employees who do not qualify for pay for a holiday and work on such holiday shall receive pay for the time worked at time and one-half. Days absent from work while on vacation and all days for which an employee received pay or part pay shall be considered as days worked for the purpose of qualifying for a paid holiday.

ARTICLE XIII – FLOATING HOLIDAYS

- 8.01 Every employee covered by this Agreement is entitled to three (3) Floating Holidays with pay provided he/she meets the following requirements:
- a) To be eligible for the first Floating Holiday, an employee must have 150 days seniority and have worked 25 days in the previous payroll year.
 - b) To be eligible for the second Floating Holiday, an employee must have 150 days seniority and have worked 50 days in the previous payroll year.
 - c) To be eligible for the third Floating Holiday, an employee must have 150 days seniority and have worked 75 days in the previous payroll year.
- 8.02 It is further agreed that an employee may elect to take eight (8) hours pay in lieu of time off.
- 8.03 Time off must be arranged with an employee's immediate supervisor and any employee who does not take the Floating Holiday when the Newfoundland Woodlands are operating will be paid for the day during the last week of operations prior to the regular fall shutdown. The Floating Holidays will not be accumulative from year to year.
- 8.04 For the purpose of administering Articles VI, VII and VIII, employees who have accumulated seniority on both Newfoundland Woodlands operations and Silviculture operations will be given the benefit of combined total seniority. Benefits payable to the employee will be paid only once in the calendar year whether an employee is employed at regular Newfoundland Woodlands operations or Silviculture operations at the time application is made.
- 8.05 For the purpose of Floating Holidays, days lost due to time on Weekly Indemnity or work-related injury not exceeding 12 months will be credited as service.

ARTICLE IX – NO STRIKE / NO LOCKOUT

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

ARTICLE X – WORKING AND LIVING CONDITIONS

10.01 The Employer agrees to abide by the terms and conditions of the Logging Camps Act 1960, the amendments thereto and the regulations thereunder. The Union agrees that the workmen covered by this Agreement will cooperate with the Employer in maintaining the general rules of cleanliness and order in the living quarters, mess halls and surroundings of camps and places of work.

10.02 Subject to this Agreement, it is clearly understood and agreed that it is the sole right of the Employer to administer Newfoundland Woodlands operations, direct employees in such a way as to ensure maximum efficiency, change its methods or system of operation and distribute work. The Union shall be advised of any significant change in operations at least thirty (30) days in advance of the introduction of such change.

10.03 The Employer agrees to discuss with the Union in each particular operation, ways and means of improving conditions for all employees covered by this Agreement and also the interpretation of this Agreement.

10.04 (a) The weekly pay period shall be the period commencing on 8 a.m. each Sunday and ending at 8 a.m. the following Sunday. Weekly pay cheques will be available at the end of the regular shift on the first Thursday following the weekly pay period. However, there may be occasions when such things as weather conditions, computer breakdown, transportation difficulties, job location, etc. will arise which will prevent the Company from meeting this commitment. If such is the case, cheques will be distributed as soon as they are available. Direct Deposit will be made available upon the employee's request.

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

It is further agreed and understood that all employees covered by this Agreement shall be paid through Abitibi-Consolidated Inc. payroll.

(b) Employees covered by this Agreement who experience a two-week delay in Workers' Compensation payments will, upon request, be advanced an amount equal to the Workers' Compensation payment.

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

(b) Except in cases of emergency, in camps, van shall be available and open a minimum of two nights a week on Tuesday and Thursday for at least two hours each night between the hours of 6:30 and 9:30 p.m.

(c) Van shall be sold to employees at no profit to the Employer.

- 10.06 (a) Only factory-built buses or automobiles shall be used for the ground transportation of employees. Such vehicles are to be kept clean and in good repair so as to provide the safe and comfortable transportation qualities intended. Same to have adequate seating accommodation for all on board. Tools and gasoline containers are to be transported separately.
- (b) Shelters shall be provided at waiting and/or lunch places and shall be equipped with oil stoves or wood stoves that shall be equipped to meet the fire regulations.

All shelters shall be built on a single axle and be able to be towed by a standard pickup. Shelters will also have adequate windows and be equipped with table and chairs.

It is nevertheless agreed that when it is necessary to take fire prevention precautions in the summer, no fires will be permitted in such shelters. When practical, lunch shelters will be placed within 250 metres of the cutter.

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

- (c) Where employees provide a Coleman stove for their own use in lunch shelters, the Employer will make such stoves available at cost less a subsidy of \$20.00 per stove. The Employer will provide free fuel and will also stock parts for sale at cost. The use of such stoves shall not be restricted during the fire season unless Government Regulations dictate otherwise.
- 10.07 Employee taken from their job to fight forest fires will be paid their regular rates for such work except those working on negotiated piecework rates who will be paid the General Labour Rate from the time they are taken from their jobs. It is further agreed that the Employer will make every effort to limit the daily working time on fire fighting to eight (8) hours.
- 10.08 When pulpwood has been destroyed by fire before being scaled, such wood shall be paid for at the agreed rate. The Employer will make every effort to establish the quantity of wood burned with a reasonable degree of accuracy.
- 10.09 Employees losing personal belongings through fire while on the Employer's operations will be reimbursed for the loss of personal belongings up to a maximum of \$400.00. In addition, the loss of a chainsaw due to fire will be reimbursed for the cost of the saw to a maximum of \$600.00.

10.10 Employer regulations require every chainsaw operator to have a reliable fire extinguisher on his person while using a chainsaw during the fire season. The Employer will make available suitable fire extinguishers to saw operators free of cost. The fire extinguisher shall be on loan to the employee and he shall return it in good condition to the Employer at the end of the fire season.

10.11 (a) At each operating camp, and where practical on worksites, a separate building will be provided for the storage and repair of power saws and shall be large enough to be adequate and have sufficient space for storage and in addition shall be adequately lighted and heated and equipped with work bench and vice to facilitate repair of power saws. On cutting operations under Schedule "C", the Employer will supply chainsaws and parts to be sold at the Employer's invoice cost to the employee if so requested.

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

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

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

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

10.12 (a) immediately prior to the cutting season, the Company will standardize the price of gas, oil and chain oil supplied to the Cut & Bunch employees based upon the invoice cost at that time less 10%. Such price will be communicated to the Union prior to the cutting season.

Once the price is set, it will remain in effect until the beginning of the next cutting season. Any increase in the set price will be paid for by the Company during each cutting season.

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

- 10.13 (a) On mechanical skidding operations, chainsaws will be supplied by the Employer. In the event that in a spirit of cooperation due to an emergency an employee uses his own saw on any mechanical skidding operation, he will be paid chainsaw rental at the rate of \$4.00 per day with gas and oil supplied free of charge by the Employer.
- (b) When an employee is transferred to cutting operations under Schedule "C" from another classification, the Employer will loan the employee a chainsaw for a maximum of two (2) weeks, gas and oil to be paid for by the employee.

This, however, is not applicable to employees who, upon commencement of the cutting season, commence work in the Cut & Bunch classification while awaiting a possible transfer to another classification.

- 10.14 (a) Tradesmen, such as mechanics and carpenters, may be required to supply all hand tools for their personal use, customarily furnished by tradesmen of their trade. Mechanics' tools over one-half inch drive and taps and dies shall be provided by the Employer free of charge.
- (b) Unless otherwise specified in this Agreement, all hand tools required on the job will be made available to pieceworkers and others on loan. No person shall be required to own or rent any tools or equipment as a condition of employment unless otherwise specified in this Agreement. When tools are provided on loan by the Employer such tools will be charged in full if not returned. If returned in worn out or broken condition, they will be replaced by the Employer.
- (c) It is recognized as most desirable that repairs to mechanical equipment and welding be performed under shelter. The Employer agrees to make every reasonable effort to ensure this condition.
- (d) Tradesmen who lose tools by means of theft while on Company operations will be compensated by the Employer where there is evidence of theft

- 10.15 Day workers using their own power saws will be paid on the following basis:
- a) For road cutting - \$5.00 per day. Gas and oil to be supplied by the Employer without charge.
- b) For improvement jobs - \$5.00 per day. Gas and oil to be supplied by the Employer without charge.
- c) The Foreman is to decide if the chainsaw is to be used and inform the man to take his saw to the job, in which case he will be paid the full day's hire whether his saw is used or not.

- d) Saws are not to be left on the job indefinitely for hire purposes, i.e., a man, on being told that his saw is required on a certain day, will not be able to leave it there for another day or days and expect to collect hire.
- c) Schedule "C" employees used for cutting rights of way will be paid the greater of:
 - Schedule "C", or
 - General Labour Rate plus 8% times the hours worked plus an allowance of \$1.50 per hour worked. This allowance includes cost for saw, parts, chains, bars, files, fuels, lubricants and maintenance.

10.16 The Employer agrees that there shall be no shacking or batching on the Newfoundland Woodlands operations except by mutual agreement between the Company and the Union and under conditions mutually agreed to before any shacking or batching commences. The Company agrees to maintain camps to accommodate people who live outside of commuting areas. This does not interfere with the Company's right to conduct commuter operations at certain times of the year while camps are shut down.

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

10.18 (a) The Company recognizes the need for shift workers to rest comfortably during the off shift. The Company agrees to work towards providing single rooms for shift workers living in camps.

This process will start in 1999 and will be completed as space becomes available.

- (b) Inside toilet facilities, washroom facilities, and drying rooms shall be accessible without travelling outdoors.
- (c) Employees on other than regular day shift shall have separate sleeping quarters to enable them to obtain proper rest.
- (d) Cookhouse and Bunkhouse staff shall have separate sleeping quarters, separated from the kitchen and dining room facilities to the extent that these operations will not unduly heat or disturb their sleeping quarters.

10.19 (a) Camps shall be constructed so as to accommodate all employees with not more than two (2) per room. The rooms shall measure approximately 8' x 10'. All beds and mattresses shall be of good quality and maintained in a serviceable condition at all times. The Employer shall continue to provide spring-filled mattresses and bedding consisting of pillows, pillowcases, sheets and blankets. Pillowcases and bed sheets will be changed once a

week. Clean blankets shall be supplied upon hiring or transfer from another worksite and shall be changed as required. Such items of bedding must not be removed from the Employer's premises except by those employees who must do so in the course of their duties.

- (b) In future, new camps shall be constructed so as to accommodate all employees with not more than one (1) per room. All beds and mattresses shall be of good quality and maintained in a serviceable condition at all times. The Employer shall continue to provide spring-filled mattresses and bedding consisting of pillows, pillowcases, sheets and blankets. Pillowcases and bed sheets will be changed once a week. Clean blankets shall be supplied upon hiring or transfer from another worksite and shall be changed as required. Such items of bedding must not be removed from the Employer's premises except by those employees who must do so in the course of their duties.
- 10.20 All camps shall be of smooth wall construction inside. All camps shall be maintained in such a manner as not to be drafty during winter months and to keep out pests during the summer. All camps shall be properly lighted.
- 10.21 All camps shall have separated proper washing facilities including adequate showers. The Employer shall provide proper facilities for washing clothes in the form of washing machines and an adequate supply of hot and cold water. In camps where washing machines are presently made available for the use of cookery personnel, such machines are to be made available to all other employees.
- 10.22 All camps shall have separate drying rooms, adequate to the extent that it will not be necessary for employees to have wearing apparel and/or footwear drying in their sleeping quarters. It is agreed that drying rooms must be large enough to accommodate all employees, each of whom shall have, for his use only, a hanger-type device to facilitate the drying of wearing apparel.
- 10.23 All camps shall have a recreation room for the use of employees. Such rooms shall be large enough and equipped to accommodate at least half the employees in a comfortable manner.
- 10.24 All Bunkhouses will be supplied with water coolers and paper drinking cups except where drinking fountains are provided in the Bunkhouse.
- 10.25 The Employer will provide a colour T.V. set for the use of the camp where T.V. is available and, in addition, where future replacements are made, a colour T.V. set will be provided for Cookhouse personnel. Radios will also be provided.
- 10.26 (a) Food shall be handled in a sanitary manner at all times. Food served to employees in the camps shall at all times be of high quality and of reasonable variety and sufficient quantity.
- (b) Fruit juices shall be supplied for breakfast.

- (c) Fresh apples and fresh oranges shall be made available in Cookhouse five (5) days a week. Two additional items of fruit shall be made available two (2) days per week.
- (d) There will be two (2) varieties of fresh meat for all take-out lunches. Suitable material will be supplied for the wrapping of lunches.
- (e) The Employer shall maintain at all camps non-carbonated fruit-flavoured cold drink dispensers. The Employer shall maintain steam tables in all camps and where new camps are constructed, such camps shall be equipped with additional electrical appliances to meet the needs of the cookery.
- (f) An exhaust fan will be installed in Bunkhouse washrooms and in the Cookhouse.
- (g) Food coolers will be provided in all Cookhouses
- (h) The Employer will supply fresh milk in all camps.
- (i) Kitchens will be equipped with an industrial size dishwasher.

- 10.27 (a) Where a mid-day meal is taken, a ten-minute break is allowed in the morning and in the afternoon.
- (b) Where men lunch away from camp, they may decide themselves, on a crew basis, to take their lunch at mid-day with ten-minute breaks in the morning and afternoon, or they may have two regular lunch periods of 40 minutes each per day.
 - (c) During work hours, breaks shall be on the Employer's time.
 - (d) A separate area apart from the cookery will be made available for evening lunches and will be adequately supplied.

10.28 Effective upon date of ratification, Room and Board will be provided by the Company at a set rate of \$14.50 per day. Effective January 1, 2006, the set rate will increase to \$15.00 per day.

Board & Lodging -Weekend

Board and lodging in camps will be available to those who desire it on a seven (7) day week basis and cookery staff shall not be sent home for weekends, thus depriving them of wages due them.

10.29 Upon spring recall, the Company agrees to pay each employee who has accumulated a minimum of one hundred (100) days of seniority at the end of the previous computer payroll year, a lump sum annual payment, on a separate cheque, to cover subsidies dealing with safety footwear, safety pants, all clothing, gloves and white clothing for Cookhouse staff. All

safety related clothing must adhere to the Company's protective clothing policies and CSA standards. This lump sum payment will be on the following basis:

1. For all trades people, a payment of \$180.00. In addition, the Company will supply 2 pairs of coveralls and 1 pair of rainwear per year. Such clothing will be issued once annually upon spring recall.
2. For all employees, excluding those noted in Item #1, a payment of \$235.00.

- 10.30 All employees transferred on a temporary basis from one camp to another at the Employer's request shall be paid all authorized travelling expenses. Travelling expenses will include board, lodging and wages while in transit.
- 10.31 Hand cleaner and waste rags shall be made available for mechanics and others repairing mechanical equipment at their place of work.
- 10.32 When camps are in use, the Employer agrees to maintain the camp access road in fair condition.
- 10.33 The dining room will be made available to Union Representatives for holding Union meetings subject to availability of the room and consent of the Camp Foreman.
- 10.34 It is agreed that the Employer and the Union shall cooperate collectively in improving safety and first aid practices. The Employer agrees to maintain good work trails and will also maintain good and safe transportation practices, and further agrees that at least one member of the crew in each camp or on each worksite will be qualified to render first aid. It is agreed there shall be emergency first aid kits in all camps and, where practical, at or near worksites and in all vehicles and boats regularly used for the transportation of men. All employees will be provided with a minimum safety kit.
- 10.35 Mobile radio telephones shall be installed in all camps, in suitable booths, and shall be made available to all employees. Employees using this service must do so at their own expense. Suitable two-way communications will be installed in commuter buses.
- 10.36 The Company shall provide the Union Steward in each operating camp with a suitably equipped room in the Bunkhouse in which to conduct Union business.
- 10.37 The Company agrees to maintain garage environment so that there is no danger to employees' health due to exhaust fumes.
- 10.38 Whenever the employees or the Union organizes a Recreational Committee in a camp, the Employer will appoint a member to that committee. Such committees will review the recreational needs of that

particular camp and make recommendations to the Employer. The Employer will give due consideration to all reasonable recommendations.

10.39 All machinery will be equipped with suitable cabs during winter months

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

10.41 **Bulletin Boards**

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

ARTICLE Xi – HOURS OF WORK

The hours of work and associated schedules and language are as contained in the following Appendices:

Appendix "A" - 8-Hour Schedule

Applicable to: Production Day Workers

Appendix "E" - 10-Hour Schedule

Applicable to: (a) Non Production Day Workers in classifications of Backhoe, Front-End Loader, Bulldozer, Grader, Carpenter, Labourer, and (b) Mechanical classifications unless to do so would be impractical.

Appendix "C" - 11-Hour Schedule

Applicable to: Mechanical Harvesting operation

Appendix "D" - 12-Hour Schedule

Applicable to: Operations on a continuous 24-hour basis over a 7-day per week period.

11.01 Company can apply either the 8-hour or 10-hour work schedule to the Cut & Bunch Classification when mutually agreed to by both parties.

ARTICLE XII – SENIORITY

- 12.01 (a) There shall be two types of seniority:
1. General Seniority
 2. Classification Seniority

For the purpose of hiring and lay-off, employees in the Driver Classifications listed in Schedule 'A', holding a Class O1 license and holding seniority in the classifications of Tractor Trailer, Knuckleboom, B-Train, Single and Tandem Axel will have such seniority combined into one classification of Truck Driver – Trailer.

- (b) General Seniority is defined as the employee's length of accumulated service in days worked as of the date of hire as shown on the Seniority List.
- (c) For the purpose of hiring and lay-off, a person's position on the Frozen Seniority List of June 30, 1991 will prevail provided the senior employee is capable after a reasonable period of training.

Company agrees to the establishment of a ranking list based on the current Frozen Seniority List in Logging. New hires into Logging Classifications will be listed on the bottom of the Logging Ranking List.

- (d) Employees will accumulate seniority for all time worked in a particular classification, it being understood that an employee may have more than one type of Classification Seniority.
- (e) When considering seniority for promotions and demotions, the first consideration shall be Classification Seniority. Where Classification Seniority is equal, position on the Ranking List shall be considered.
- (f) When a vacancy occurs at a camp or operation because of accident, illness, leave of absence, etc., the Foreman may fill the vacancy on a temporary basis with an employee from that camp or operation with seniority in the classification. Employees will be offered the temporary position in order of seniority in that classification. A temporary placement will not remain in the position beyond the end of the calendar week following the week in which the temporary placement became necessary.
- (g) If the vacancy continues beyond the time limit specified above, the position will be filled by the employee with the most Classification Seniority who is not working in that classification at that time and wishes to accept the position.
- (h) The employee placed on a temporary basis will continue to accumulate seniority in his previous classification unless hereinafter, in which case he will accumulate seniority from the date he was originally placed.
- (i) When it becomes necessary for the Company to temporarily transfer an employee from one classification to another, it will be offered on a

voluntary basis to employees with seniority in the classification. If no employee accepts the position, the most junior employee with classification seniority will be transferred.

- (j) When it becomes necessary to displace an employee from a classification, the employee with the least amount of classification seniority will be displaced from that classification and that employee will have the right to bump the most junior employee in another classification in which he has classification seniority.

If the displaced employee has insufficient classification seniority to exercise his bumping rights, then in lieu of a lay off may bump the employee with the least ranking seniority among those employees who have less ranking seniority than him within the classification where he is classified.

In the event the affected employee does not have seniority in any other classification, he will be offered other employment, which may include cutting under Schedule "C". If there is no other work available, or if the employee does not accept the offer of other work, he will be laid off.

Notwithstanding the above, when an employee is transferred into a particular operation and a subsequent crew change causing a reduction in the crew occurs on that operation within 16 working days of his transfer date, such employee will be the first displaced from that operation.

- (k) Employees and/or the Company will have the option of interchanging employees on a voluntary basis between the harvester and forwarder classifications during a shift on a given operation.

12.02 General Seniority and Classification Seniority shall be accrued for all days on authorized vacation, for all authorized holidays for which the employee is paid and for all days that would have been worked but were lost because of confirmed illness or injury or leave of absence or Union business, but such service will not be considered to the extent to change his position on the Seniority List.

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

12.04 When the time of recall has been determined following a general shutdown, adequate notice will be given by telephone advising an employee of the date to report for work and the employee will be expected to report for work on the date specified unless other arrangements have been made. It is the responsibility of the employee to advise the Company of any change in address or telephone number on record at the employment office.

Upon commencement of a general shutdown, the Employer shall be allowed a leeway of one (1) week during the period of shutdown *in* the event that inexperienced employees in the Harvester Operator classification have to be transferred from operations in Central to operations on the West Coast. During such leeway period, seniority provisions will not necessarily apply. It is understood and agreed that the provision of 1 week leeway does not apply to any work that may become available during the period of general shutdown, nor following temporary lay-off such as may be caused by weather and the conditions following therefrom. Notwithstanding the foregoing, when emergency jobs of short duration have to be done during periods of general shutdown, the Company will not be required to recall the most senior employees.

12.05 Employees who have to leave the job because of personal injury or sickness shall return to the job from which he left if same is continuing. Otherwise, he will be placed according to his seniority. A medical certificate of fitness shall be required for the purpose of rehiring.

12.06 Where the term "*camp*" is used, it shall also mean commuter operation,

12.07 (a) In the case of a planned general shutdown, a notice will be posted on all bulletin boards in areas where the shutdown applies. In cases of lay-off other than those caused by Acts of God, employees shall be given written notice of such lay-off or one (1) week's pay in lieu thereof. For the purpose of this Agreement, an Act of God shall include weather conditions and any other conditions over which the Company does not have control.

During times when operations have to cease prematurely and unexpectedly due to Acts of God, seniority provisions shall not apply until the beginning of the following week for employees in the Trucking Classification whose only option is a transfer from Central to West Coast operations or from West Coast to Central operations. Only those employees who are on the operation affected by the Act of God will be laid off in the current week.

(b) When lay-offs are required due to the completion of seasonal operations, or a part thereof, each employee so affected will be permitted to exercise his seniority to transfer to another job if he so desires, subject to the principles of Clause 12:01. Transfers will be made only if the employee, having received the advanced notice of lay-off, in accordance with Clause 12:07(a), advises the Company, in writing, of his desire to be transferred two working days after the notice of lay-off (posted or by individual notice). Forms will be provided by the Company for this purpose.

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

- 12.08 Upon commencement of normal operations from June 1 to March 31, recall of employees will be in accordance with the seniority provisions of the Collective Agreement. When special projects, such as cutting of rights-of-way, road construction, bridge maintenance, etc., occur prior to or after normal operations, the work involved will be carried out firstly by commuters within the defined commuting areas rather than on a seniority basis.
- 12.09 An alphabetical list of names of the employees for whom seniority is established as above will be submitted to the Union in triplicate every three (3) months, showing accumulated seniority to date, classification seniority, rank, their hiring date following their last break in seniority, occupation or occupations, date of birth, and address. Seniority Lists will be confirmed as accurate if no protest is received within thirty (30) days from the date of posting such lists in camps and/or in buses on commuter operations.
- 12.10 In case of lay-off and hiring, the Job Steward will be given preference of employment over all other employees. However, the Job Steward must bump the most junior employee whose work he is capable of performing. This provision will only apply where a Job Steward is being laid off or hired in a camp or operation where he was originally elected as Job Steward.
- The above provision will only apply if the Job Steward is a regular employee (30 days or more seniority).*
- 12.11 An employee who has established seniority shall lose all seniority if he:
1. Quits the employ of the Company.
 2. Is discharged and not reinstated.
 3. Fails to answer recall or fails to report for work in both cases without satisfactory reason following leave of absence or recall from lay-off.
 4. Is laid off for over twenty-four (24) months.
 5. Has not complied with Article V of the Labour Agreement.

ARTICLE XIII – ADJUSTMENT OF GRIEVANCES

- 13.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is generally understood that an employee has no Grievance until he has first given the Foreman, or his representative, an opportunity to adjust his complaints, and it is agreed that a person must be hired and have clearly made known to him the name of the Foreman or the Foreman's representative before commencing work.
- 13.02 (a) Where possible, the Union shall arrange for the election, from its working membership at each camp or worksite by the members therein, of a Union Steward. Immediately after an election, the Union will notify the Company, in writing, as to the name of the Union Steward. The Foreman shall not be required to recognize the Union Steward until such time as this procedure is carried out.
- (b) It is agreed that there shall be no discrimination exercised in any manner towards the Union Steward or Union Committee members.
- 13.03 A Grievance under the provisions of this Agreement is defined to be any difference including the degree or extent of disciplinary action between the Company and the Union or between any one of the employees and his Employer covered by this Agreement, or alleged violation of any of the provisions of this Agreement.

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

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

Stage 2: The complaint shall be taken up by the Job Steward or Union representative with the Area Superintendent or his representative within three (3) days from the end of the three (3) day period in Stage 1. The Area Superintendent or his representative shall have three (3) days to satisfactorily adjust the complaint and, failing satisfactory adjustment, the matter becomes a grievance and submitted at Stage 3.

Stage 3: The grievance shall be referred to the General Operations Superintendent or his representative within three (3) days from the end of

the decision period in Stage 2. Failing a satisfactory adjustment within four (4) days, then;

Stage 4: The matter shall be referred to the Newfoundland Woodlands Manager or his representative within three (3) days from the end of the decision period in Stage 3. Failing a satisfactory adjustment within fifteen (15) days, then:

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

- 13.04 The Employer will notify the Local Union Secretary, in writing, at the time of discharge or suspension of an employee, giving the reasons for such discharge or suspension. A Grievance arising from a claim of unjust discharge or suspension may be processed beginning at Stage 3 of the Grievance Procedure, in writing, not later than six (6) days after receipt of notification. Where it has been finally established by an Arbitration Board that an employee has been improperly discharged or suspended, he shall be reinstated in his former job without loss of seniority and the consideration of the Grievance shall include the determination of the extent, if any, to which he shall be compensated for lost pay and reimbursement for the premium cost of any health and welfare coverage currently in effect. Arbitration will in no way award redress exceeding that which the employee would have earned in the Company's employ had he not been improperly discharged or suspended.
- 13.05 If the Union has a Grievance as defined in Section 13:03, it shall commence at Stage 3 of the Grievance Procedure.
- 13.06 In Arbitration, the Employer and the Union shall each select one (1) nominee -these two shall select a third party who will act as Chairperson. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the name of the other party's nominee and shall forthwith inform the other party of the name of the nominee. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two (2) nominees selected by the respective parties to select a third party as provided above within ten (10) days, they shall ask the Provincial Minister of Environment & Labour to appoint a third party and such appointee shall be accepted by both parties as Chairperson. If the party to whom notice is given fails to select an arbitrator within the period of five (5) days after receiving notice, the Provincial Minister of Environment & Labour shall, on the request of either party, name an arbitrator on behalf of the party who failed to select an arbitrator.
- 13.07 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement, and that it shall deal only with the

specific questions as submitted and shall have no power to alter, add to, or amend this Agreement, except arbitrations under Article IV.

- 13.08 (a) Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Provincial Minister of Environment and Labour, and shall share equally in the fees and expenses of the third member of the Board. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board.
- (b) The Arbitration Board shall file their decision with the parties within fifteen (15) days of the hearing.
- 13.09 Time limits specified in this Article may be extended by mutual consent of the parties or by mutual consent of the respective nominees to an Arbitration Board. Saturdays, Sundays and holidays specified under Article VII, shall not be included in any time limits of this Article.

13.10 **Expedited Arbitration Process**

If both parties agree, a process of expedited arbitration can be used and the decision will be final and binding on both parties.

ARTICLE XIV – SAFETY

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

- (e) The wearing of eye protection is a condition of employment in designated areas. Approved eye protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. Items lost or damaged through negligence will be replaced by the employee at his own cost.
 - (f) The wearing of hearing protection devices is a condition of employment for all employees working in areas where the noise level exceeds 85 decibels. Approved hearing protection will be made available to employees required to wear same. The initial issue will be free of charge to employees and will be replaced by the Employer when worn or damaged through fair wear and tear. When lost or damaged through negligence, will be replaced by the employee at his own cost.
- 14.04 (a) The Employer agrees that all those engaged in the transportation of employees in Employer vehicles will follow good and safe transportation practices.
- (b) The Employer agrees to require all others engaged in the transportation of employees on Employer's roads to engage in safe transportation practices.
- 14.05 Cutters shall not be allowed to work in areas where they cannot be in ready contact with other workers.
- 14.06 (a) A joint Union-Management committee will be established. There shall be a safety representative on each operation. The Union shall appoint Union representatives on this committee. Meetings will be held as required, but not less than once a month during the operating season. Meeting time and place to be arranged by the Safety Supervisor.
- (b) In general, the function of the committee shall be to advise the Company in all matters pertaining to the safety and occupational health of employees.
- (c) Minutes of committee meetings shall be kept, copies to be posted on the applicable notice boards and copies to be forwarded to the Union.
- 14.07 Noise level checks will be made whenever a change of equipment or process causes an appreciable change in noise level, or as recommended by the committee, Records of noise level readings will be made available to the committee.

ARTICLE XV – DISCIPLINE

- 15.01 Disciplinary action by the Employer may be taken against an employee for just cause.
- 15.02 Any employee subjected to disciplinary action other than discharge will be considered to have a clear record if he has no further disciplinary action taken against him under this Article for a period of twenty-four (24) months.

ARTICLE XVI – COMMUTING

- 16.01 A commuter, for the purpose of this Agreement, is an employee not obtaining board and lodging in a camp or attached to a camp operation.
- 16.02 Each community from which employees commute will have an agreed central place or places as a Marshalling Point for the purpose of commuting, except as mutually agreed between the Company and the Union.
- 16.03 The Employer will provide free and acceptable transportation for commuters from the Marshalling point to the disembarkation point in the work area. When transportation is by road, factory-built buses or automobiles will be used.
- 16.04 Employees shall not be allowed to commute to an operation in their own vehicles except by arrangement between the Company and the Union. In such a case, employees who use their own vehicles will be paid the established corporate rate per kilometre or a rate as agreed to between the Company and the Union.
- 16.05 If it becomes necessary to hire a man who is not a **bonafide** resident of a community from which free transportation is provided, board and lodging will be provided in that community by the Employer at the agreed camp rate.
- 16.06 Where camps are operating and board and lodging is available, employees who use their own transportation will not receive a commuting allowance.

ARTICLE XVII – WALKING AND RIDING TIME

- 17.01 Walking and riding time will be established on the following basis:
- For the purpose of this Article, it is agreed that an employee walks at the rate of three (3) miles per hour.
 - Time allowance for riding time from the designated starting point to the disembarkation point will be established between the parties. Where a commuter bus makes frequent stops to allow employees to disembark, the time lost shall not enter into the calculation for walking and riding time.
 - When travelling time to the place of work is composed of walking and riding time, it shall be combined.
 - Walking and riding time from a camp shall be reckoned from the dining room door to the employee's place of work.
 - Walking and riding time for commuters shall be reckoned from the Marshalling Point to the employee's place of work.
- 17.02 Employees will be paid for walking and/or riding time to and from work over one-half (1/2) hour each way on the basis of a flat rate of \$11.07 per hour. The flat rate will be adjusted by the amount of the General Wage increase for the life of the Agreement.
- 17.03 Walking and/or riding time shall not exceed one and one-half (1 1/2) hours each way.
- 17.04 Where two separate crews travel on the same bus from the same Marshalling Point to separate disembarkation points, there will only be one designated riding and walking time.

ARTICLE XVIII – COOKHOUSE AND BUNKHOUSE STAFF

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

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

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

On mechanical harvesting operations which are supplemented by manual operation (Tree Length to Slasher or Cut and Bunch 8') and both are working conflicting shifts and total number of employees in the crew is equal to or greater than 25% of the harvest crew, one additional Cookee will be added.

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

When it is mutually agreed that circumstances warrant, the Bunkhouseman will be hired until the workforce exceeds fifteen (15) employees. The Bunkhouseman's duties will be performed by another employee as part of his daily duties.

When the number of employees in a camp reaches 110, an additional Bunkhouseman will be added, making a total of two (2) Bunkhousemen. For every Bunkhouseman will be added for every additional ninety (90) employees thereafter.

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

18 02 Cookees shall not be permitted to do work aside fromitch and dining room duties. The Bunkhouseman is permitted to work at the crew camp for food or the washing of dishes

18 03 Cookees will be required to work after 9 p.m. in the preparation of food for the night crew. The Bunkhouseman will schedule his duties around peak work periods in the Cookhouse

18 04 Cookees are required to work after 9 p.m. in the preparation of food for the night crew. The Bunkhouseman will schedule his duties around peak work periods in the Cookhouse

18 05 Cookees in any classifications will be selected by the company for the current workforce. Selected employees will be in an enhanced training program to enhance their skills in the Cookery field. If it is determined by the Company that there are no suitable candidates within the current workforce, the vacancies will be filled externally.

ARTICLE XIX – BEREAVEMENT LEAVE

19.01 When death occurs to a member of an employee's immediate family, the employee will be granted leave and shall be paid eight (8) hours at his regular straight time rate (pieceworkers shall be paid eight (8) hours at the General Labour Rate plus 8%) for lost time to a maximum of five (5) consecutive days. When death occurs to a member of an employee's family, other than immediate family, leave will be granted under the same conditions to a maximum of three (3) consecutive days.

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

19.03 If an employee's family member dies while the employee is on vacation, his vacation shall be extended by the number of days bereavement leave for which he would have qualified.

ARTICLE XX – TRAINING

20.01 The Company and the Union recognize the value of a training plan and agree when it becomes necessary to train employees, the training will be posted and the employees will be given an opportunity to demonstrate their ability to perform the job. Training will be done by seniority and the trainee will be judged by his performance on the job for which he is being trained. There shall be a training committee of Union and Management which will define the parameters of quality and quantity of work performed.

ARTICLE XXI – FRINGE BENEFITS

- 21.01
- a) Group Life Insurance
 - b) Weekly Indemnity
 - c) Medical & Drug Plan
 - d) Accidental Death & Dismemberment Plan
 - e) Dental Plan
 - f) Pension Plan
 - g) Long Term Disability Plan

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

ARTICLE XXII – JURY DUTY

22.01 Any employee who is summoned by a court or other agency with such authority for jury duty or to attend a hearing, shall be paid the same wages as he would have received if he had been at work during the time he was absent from work because of his compliance with the summons and time spent incidental to the matter before the court arbitrator, or other judicial body. This Clause does not apply in the case of the accused or the Griever.

22.02 When an employee is called for duty as in 22:01 and is scheduled to work on the midnight shift prior to court convening, he shall have this shift off with pay.

ARTICLE XXIII – LEAVE OF ABSENCE

- 23.01 Leave of absence without pay, up to a maximum of three (3) months, may be granted for the following reasons:
- Legitimate personal reasons.
 - 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.
 - Military service.
 - Duties of an elected Municipal Office.
 - Attendance at a recognized establishment of learning.
- 23.02 Any leave of absence granted pursuant to 23:01 will not result in any loss of seniority.
- 23.03 Leave of absence without pay may be granted for service as an elected representative in the Federal or Provincial Legislature. Such leave, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.
- 23.04 Any leave of absence granted pursuant to 23:03 will not cause a break in continuity of service, but the period of absence shall not be counted in calculating any service-related benefit.
- 23.05 Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for Group Life insurance and all other insurance coverage in accordance with the provisions of the respective policies.
- 23.06 All leaves of absence must be applied for in writing.
- 23.07 An employee who is employed by the Union shall be granted a leave of absence. Upon his return to work, such employee shall be placed in his position on the seniority list.
- 23.08 The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.
- 23.09 Time off with pay will be provided to employees writing qualifying examinations during scheduled working hours for certificates required in his occupation.
- 23.10 Such pay will be at his straight time rate and limited to eight (E) hours
- 23.11 Maternity and Parental Leave will be granted in accordance with applicable Federal and Provincial Legislation.

ARTICLE XXIV – CLASSIFICATION SENIORITY

- 24.01 (a) All job vacancies that are established will be posted so that all employees who wish to apply for the job may do so. The notice will be posted for a period of twenty (20) working days. The Company will select the senior person who is capable, with the necessary training, to perform the work required. On commuter operations, notices will be posted on buses.
- (b) An employee wishing to transfer from one job to another, will notify the Company in writing. This information will be considered when placing crews and filling vacancies.

ARTICLE XXV – OTHER PROVISIONS (PIECEWORK) WITHOUT GUARANTEE

- 25.01 The Contractor or Foreman will rotate the cutters in order to obtain equalization of cutting chances for each camp or worksite.
- 25.02 At the start of each cutting season, the Company will provide the Union with a list containing the names of all Contractors with whom contracts are made for the production of pulpwood, also the camp or worksite to be operated by the Company, and the name of the foreman supervising same. Such lists to be promptly amended from time to time as additions and deletions take place. The list will also show by classifications the estimated quantity of pulpwood to be produced and the location of the cutting area for each Contractor or Foreman. At the end of the Labour Contract year, the Company will provide the Union with a breakdown of the wood produced.
- 25.03 (a) For the purpose of this Agreement "cubic metre" shall mean the solid wood content of a pile of pulpwood scaled on a stacked basis and converted to solid measure using a factor of .6641 in the case of 1.25 metre length pulpwood and a factor of .6250 in the case of 2.5 metre length pulpwood.
- (b) It is agreed that a piececutter is entitled to know the amount of wood he had cut before it is removed, and conditions become such that it is impossible for him to check the accuracy of his scale. To this end, all cut and piled wood shall be scaled on the strip. All cut and bunch wood shall be scaled on the landing to which it was forwarded. The cutter will be given reasonable time to check his scale before the wood is removed. On tree length operations, the employee shall be notified how much wood he has produced before conditions are such that he is unable to check the accuracy of his scale. On commuter operations, information will be posted on the bus or in the lunch shelter. Employees will be notified as soon as possible after their scaling tables are changed.
- (c) Scaling of 2.50 metre wood shall not exceed three (3) weeks.

- 25.04 The Company agrees to notify the Union of any changes to licensed timber limits.
- 25.05 It is understood and agreed between the parties that should a Cook be transferred from his regular position to cook at a Company Fishing Lodge, he will continue to accumulate seniority as though he remained at his regular position.
- 25.06 It is understood and agreed between the parties that when a cutter cutting 2.50 metre Cut and Bunch wood is required to place such wood on a single skid per pile, an additional thirty-six cents (36¢) per cubic metre will be paid. Where he is required to place such wood on two skids per pile, an additional seventy-two cents (72¢) per cubic metre will be paid in addition to the negotiated rates.

ARTICLE XXVI – SPECIAL PROVISIONS – GUARANTEED RATE

- 26.01 The Employer reserves the right to place any part of the Newfoundland Woodlands operations on a piecework basis, excluding the cookery, and the piecework rate to be paid for such work will be based on the conditions affecting the work. However, in placing any part of their operations on a piecework basis, the Employer agrees that the Hours of Work Article will apply and that over a settlement period not less than the rate for the classifications affected will be paid. If there is no rate, the General Labour Rate shall apply. This does not apply to cutting under Schedule "C", the rates for which are in the Agreement and for which there is no guaranteed daily rate.
- 26.02 An employee cutting under Schedule "C" rates or incentive bonus system, who works overtime at his regular job, shall be paid on the basis of his regular rate and for overtime shall receive, in addition, half time at the hourly rate for the work being performed. If there is no rate for the work, the General Labour Rate shall apply. This shall be kept separate and apart and shown thusly on the payroll statement of earnings.
- 26.03 The Employer agrees that there will be no lumping of established classifications, i.e., when a financial remuneration is provided for in the Agreement, it shall be kept separate and apart and shall be shown thusly on memo slips. It is understood that any work covered by a guaranteed daily rate will be considered as a classification, and the rate set for the rental of owner-operated or employee-owned equipment shall be considered a classification for the purpose of this clause.
- 26.04 Where mechanical logging is carried out on piecework and hauling of wood is part of the logging method, employees shall not be required to pull such wood more than 1,300' - 3 cutters; 1,800' 2 cutters.
- 26.05 The Employer will set a rate for the rental of each piece of mechanical equipment that is owner-operated or owned by an employee and this rate shall not be lumped with any other financial remuneration provided for in

the Agreement, but shall be solely for the rental of equipment and shall not be a variable rate, i.e. the financial remuneration of an employee shall in no way whatsoever be taken from the earnings of the owner-operated or employee-owned equipment.

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

ARTICLE XXVII – NON DISCRIMINATION

27.01 There shall be no discrimination, harassment or intimidation against anyone. Nothing in the Collective Agreement shall conflict with any legislation.

PURCHASE WOOD

The Company agrees that no purchase wood will be harvested on the Grand Falls Timber Limits unless mutually agreed between the parties except that the parties agree to recognize the historical operation in existence involving J. T. Maloney. A maximum of 17,876 m³ will be harvested by this operation in each calendar year. The Company further agrees to supply the Union twice annually a complete summary of wood harvested from the Grand Falls Timber Limits by J. T. Maloney.

PENSION PLAN

See Appendix " E attached.

SCHEDULE A

	Jan. 1 2003	Jan. 1 2004	Jan. 1 2005	Jan. 1 2006	Jan. 1 2007	Jan. 1 2008
<u>Mechanical Classifications</u>						
Mechanic 1 st Class – Certified	25.70	26.47	27.00	27.54	28.09	28.65
Mechanic 1 st Class – Uncertified	23.74	24.45	24.94	25.44	25.95	26.47
Mechanic 2 nd Class	21.90	22.56	23.01	23.47	23.94	24.42
Welder 1 st Class – Certified	25.70	26.47	27.00	27.54	28.09	28.65
Welder 1 st Class – Uncertified	23.62	24.33	24.82	25.31	25.82	26.33
Mechanic – Power Saw	22.22	22.89	23.34	23.81	24.29	24.77
<u>Equipment Operators</u>						
Chipper Operator	21.54	22.19	22.63	23.08	23.54	24.02
Blasher Operator	21.54	22.19	22.63	23.08	23.54	24.02
Harvester Operator	22.26	22.93	23.38	23.85	24.33	24.82
Forwarder Operator	21.92	22.58	23.03	23.49	23.96	24.44
Front-End Loader Operator (L.T.)	22.02	22.68	23.13	23.60	24.07	24.55
Front-End Loader Operator (G.R.)	21.81	22.46	22.91	23.37	23.84	24.32
Backhoe Operator	21.81	22.46	22.91	23.37	23.84	24.32
Dozer Operator	21.81	22.46	22.91	23.37	23.84	24.32
Grader Operator	21.81	22.46	22.91	23.37	23.84	24.32
Skidder Operator (Non-Production)	21.23	21.87	22.30	22.75	23.21	23.67
<u>Production Class</u>						
Wheeled Skidder Operator	21.09	21.72	22.16	22.60	23.05	23.51
Feller & Bucker	20.39	21.00	21.41	21.85	22.29	22.74
<u>Driver Classifications</u>						
Truck Driver - Pallet	21.60	22.25	22.69	23.15	23.61	24.08
Truck Driver - Trailer	21.89	22.55	23.00	23.46	23.92	24.40
Truck Driver – Knuckle Boom	22.02	22.67	23.11	23.60	24.07	24.55
Truck Driver – Single & Tandem Axle	21.40	22.04	22.48	22.93	23.38	23.84
Truck Driver – O-Train	22.08	22.74	23.20	23.66	24.13	24.60
<u>Other</u>						
Bus Driver	20.53	21.18	21.57	22.00	22.44	22.89
Jackhammer Operator	20.45	21.10	21.51	21.96	22.40	22.85
Carpenter 1 st Class – Certified	24.22	24.93	25.41	25.95	26.47	27.01
Carpenter – Uncertified	22.55	23.21	23.67	24.16	24.65	25.14
Dynamite Man	20.56	21.18	21.60	22.03	22.47	22.92
General Labour	20.35	20.96	21.38	21.81	22.24	22.69
<u>Sawmill</u>						
Sawyer	21.03	21.66	22.09	22.54	22.99	23.45
Tail Sawyer	20.50	21.12	21.54	21.97	22.41	22.86
Trimmer	20.35	20.96	21.38	21.81	22.24	22.69
Edger Man	20.68	21.30	21.73	22.16	22.60	23.05
Canter	20.63	21.25	21.67	22.11	22.55	23.00
Planer Operator	20.63	21.25	21.67	22.11	22.55	23.00
Jack-up Man	20.35	20.96	21.38	21.81	22.24	22.69
<u>Miscellaneous</u>						
Painter	20.61	21.23	21.65	22.09	22.53	22.98

SCHEDULE B

	Jan. 1 2003	Jan. 1 2004	Jan. 1 2005	Jan. 1 2006	Jan. 1 2007	Jan. 1 2008
Cookhouse Staff						
First Cook	181.58	187.03	190.77	194.58	198.47	202.44
Second Cook	162.87	167.76	171.11	174.53	178.02	181.58
Cooke	156.75	161.45	164.68	167.98	171.33	174.76
Bunkhouseman	156.75	161.45	164.68	167.98	171.33	174.76
Miscellaneous						
Watchman	156.72	161.42	164.65	167.94	171.30	174.73

SCHEDULE C

	Jan. 1 2003	Jan. 1 2004	Jan. 1 2005	Jan. 1 2006	Jan. 1 2007	Jan. 1 2008
Cut & Pile – 2.50 Metre	23.28	23.98	24.46	24.95	25.45	25.95
Cut & Bunch – 2.50 Metre	19.72	20.31	20.72	21.13	21.55	21.99

4¢ per m³ will be paid on air wood produced in respect of Poor Bush Bonus.

\$1.25 per m³ will be paid as a Winter Bonus on all 2.50 metre wood during the period January 1 to April 30.

Cutters will not cut strip roads while cutting their strips.

SCHEDULE D

	Jan. 1 2003	Jan. 1 2004	Jan. 1 2005	Jan. 1 2006	Jan. 1 2007	Jan. 1 2008
4-Man Crew						
Feller & Bucker	9.99	10.29	10.50	10.71	10.92	11.14
Skidder Operator	3.39	3.49	3.56	3.63	3.71	3.78
	13.38	13.78	14.06	14.34	14.62	14.92
3-Man Crew						
Feller & Bucker	9.99	10.29	10.50	10.71	10.92	11.14
Skidder Operator	4.19	4.32	4.40	4.49	4.58	4.67
	14.18	14.61	14.90	15.20	15.50	15.81

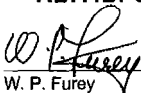
Local Issues - Loggers

1. Construction of a new, portable camp ~ resolved as per Company's letter of June 3, 2004.
2. a) Company agrees to the supply of food coolers to the two existing camps.
b) Company agrees to install a steam table at each of the two existing camps
3. Company agrees that recreation rooms in the two existing camps be equipped with an air conditioner.
4. The non-union repair facility of A. & F. Hollett & Son Ltd. located adjacent to the Mill Yard will not be used to do work within the jurisdiction of Local 60N.

MEMORANDUM OF AGREEMENT

IN WITNESS OF AND IN AGREEMENT WITH THE FOREGOING,
the undersigned, being duly authorized to do so, have signed on this
31st day of October, 2004 at Grand Falls-Windsor in the Province of
Newfoundland and Labrador

FOR ABITIBI-CONSOLIDATED COMPANY OF CANADA



W. P. Furey
Woodlands Manager



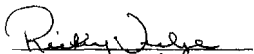
K. G. Dawe
Director of Industrial Relations



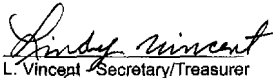
W. A. Ball
Asst. Director of I. R.



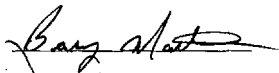
FOR COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 608



R. Fudge - President



L. Vincent - Secretary/Treasurer



MEMORANDUM OF UNDERSTANDING REGARDING EMPLOYMENT

Between

**Abitibi-Consolidated Company of Canada
Newfoundland Woodlands**

And

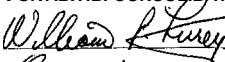
**Communications, Energy & Paperworkers
Union of Canada, Local 60N**

For those employees on the Seniority List as of August 1, 2004, for whom a minimum of twenty-two (22) weeks work per year and for those employees on the Seniority List as of August 1, 2004, for whom a *minimum* of eighteen (18) weeks work per year existed during the 1999-2003 Collective Agreement will continue to be offered the same period of weeks for the term of this Agreement. It is further agreed that any Silviculture employees on the Seniority List as of August 1, 2004, who are transferred to fill a permanent vacancy in the Logging agreement will be included under the eighteen (18) week work commitment.

Given that this Agreement is related to the operation of the mill, downtime of less than six (6) weeks in any calendar year will not affect this Employment Commitment. Further downtime in the same calendar year, which is over and above this six-week period, will reduce the Employment Commitment by one (1) week for every two (2) additional weeks of downtime.

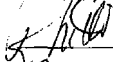
Under this Agreement, employees will only be compensated for time actually worked as provided above. The parties agree that this may involve extending the commitment past December 31 and into the upcoming year. In the event that weather conditions are such that it is not feasible to deploy the employees, the parties agree to meet and agree upon an alternative period to fulfill the balance of the Employment Commitment.

FOR ABITIBI-CONSOLIDATED


Oct 31/04

Date

FOR CEP, LOCAL 60N


Oct. 31/04

Date



APPENDIX “A”

HOURS OF WORK 8-HOURSCHEDULE

Applicable to: Production Day Workers

1. The standard work week for operations on the eight (8) hour schedule shall be **six (6)** days per week, Monday to Saturday inclusive.
2. a) The regular work week shall be forty (**40**) hours, composed of five (5) shifts of eight (8) consecutive hours per day, meal time excepted, during the period of Monday to Friday inclusive or Tuesday to Saturday inclusive, for employees assigned to the 8-hour schedule. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day and shall be paid in accordance with the provisions of this Article. If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.
 - b) Meal time for lunch, i.e., the mid-workday meal or lunch, shall be one hour after approximately half of the work time of the shift has expired or as otherwise agreed between the parties.
3. a) For the purpose of this Agreement, Sunday shall begin at 7 a.m. on Sunday and end at 7 a.m. on Monday.
 - b) A holiday, under Article VII, shall begin at 7 a.m. the day of the holiday and end at 7 a.m. the day following the holiday.
 - c) An employee's scheduled day off shall begin at 7 a.m. on that day and end at 7 a.m. the day following.
4. a) The day shift shall consist of eight (8) consecutive hours between the hours of 7 a.m. and 5 p.m., meal time excepted.
 - b) The night shift consists of eight (8) consecutive hours between the hours of 7 p.m. and 5 a.m., meal time excepted.

- c) A shift differential of seventy cents (70¢) per hour shall be paid in addition to the regular rates for all second shift work for the term of the Agreement.
- d) On other two-shift operations, the first shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence at 7 a.m. or after. The second shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence prior to 7 p.m. and shall carry the regular shift differential.
- e) The weekly work schedule shall be scheduled and posted on the Company and Union bulletin boards not later than 7 p.m. on Thursday of the previous week. Failing such posting, unless the employee is personally notified before the regular quitting time of his fifth weekly shift of a change in his schedule for the coming week, the schedule of the week previous shall apply. The starting and stopping times and shift schedule shall remain constant and fixed during the weekly periods subject to the following:
1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company after 7 p.m. on Thursday of the previous week, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked and, if not, time and one-half shall apply. An employee cannot lose time by reason of changing shifts, i.e., if this takes place, he shall be paid for the shift or shifts lost at his regular rate.
 2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a two-hour period, and in such cases, the work shift shall take place between the hours of 7 a.m. to 6 p.m. or 1 p.m. to 6 a.m. as the case may be.
5. a) If an employee is required to work on his scheduled day off, on Sunday, on a holiday under Article VII, or on Christmas Day, Boxing Day or New Year's Day, such overtime shall be scheduled and posted in the same manner and with the same conditions applying as for the hours of work and the scheduled day off under 4. e). If he is available for posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive two (2) hours pay at time and one-half. If requested by the Employer, the employee must remain available for the two (2) hours to be eligible for such pay. If work commences during the two (2) hour period, he shall receive pay at time and one-half for all time worked plus time and one-half for idle time when available or two (2) hours at time and one-half, whichever is greater.

- b) Employees covered under Schedule "A" will be paid double time for all time worked in excess of eight (8) consecutive hours on Sundays.
- c) An employee called out after the completion of his regular shift will be paid a minimum of four (4) hours or time and one-half for the hours worked, whichever is greater.
- 6. The Employer has the right to enforce the hours of work. Time worked in excess of eight (8) hours per day or shift, all hours worked on Sunday, except as provided for in 5. b), all hours worked by an employee on his scheduled day off, or outside his scheduled day or shift, and all hours worked on holidays under Article VII, and all hours worked on Christmas Day, Boxing Day or New Year's Day, shall be paid for at time and one-half. All time worked in excess of eight (8) hours on Sunday will be paid at double time. Premium time will not apply to fire fighting.
- 7. Time spent traveling to and from work shall not be considered as time worked unless otherwise specified. Walking and riding time shall be paid for as stipulated in this Agreement.
- 8. Cooks, Second Cooks, Cookees, Watchmen, and Bunkhousemen are not subject to the provisions of this Agreement providing for a 5-day work week and eight (8) hour work day or shift. In lieu thereof, they will work one (1) weekend and have the next two (2) weekends off from Thursday evening until Sunday evening without loss of pay. If Thursday is a holiday, time off without loss of pay shall begin on Wednesday evening. If Monday is a holiday, time off without loss of pay will be extended to Monday evening in both cases, as his holiday pay if he qualifies. This is not to be construed as a right upon which a claim for extra pay may be made if not availed of.
- 9. In cases of lay-off, Cookhouse and Bunkhouse staff shall be paid, in lieu of their earned time off, for all days worked since their last scheduled weekend off at the calculated rate per day, which is equivalent of their actual rate for days worked, i.e. 5_ days per week.
- 10. a) Employees working on incentive bonus and/or piecework covered by a guaranteed rate will be governed by the following breakdown clause:

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

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

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

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

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

An employee reporting for work as directed shall not be sent home because there is no work available due to a mechanical breakdown. In such cases, the employee will be offered alternate work to complete his normal work week at his regular rate of pay or the prevailing rate for the job performed, whichever is higher.

if it becomes necessary to change an employee's shift in order to offer such alternate employment, the Employer will not be subject to the penalty provided for in Clause 4. (e) 1. of this Agreement. Furthermore, should the employee refuse to perform the alternate employment, he loses his rights to the provisions contained herein.

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

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

Where any breakdown continues beyond the employee's normal work week referred to above and no other work is available, then the employee may exercise his bumping rights under Article 12.

Any employee who accepts not to exercise his seniority or accept alternate work will be laid off and his seniority will not be affected.

Should an employee be laid off as a result of this process, the one (1) week's notice of lay off referred to in Article 12:08(a) will not apply.

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

11. When work has to be discontinued after commencing, an employee shall receive a half day's pay if the number of hours worked **is** less than four, and a full day's pay if the number of hours worked is more than four.
12. **An** employee who, during his scheduled work week, reports for work at his scheduled starting time and **is** unable to commence work for reasons beyond his control, shall receive two **hours** pay at his **regular** rate **unless he** was notified previously that work would not commence, and providing that when requested to do **so** by the Employer, the employee shall remain available **for** work **for the** two hours. An employee in a camp operation shall be deemed to have reported for work **once** he leaves the immediate camp premises. Camp premises is defined as the area that **is** covered by a radius of 300 metres from the main entrance door to the Cookhouse. An employee on commuter operations shall be deemed to have reported for work when he arrives **at** the Marshalling Point. This Clause does not apply when the reason for non-commencement is due to Acts of God.
13. An employee who, when recalled, reports for work as directed and no work is available, shall be paid for all regular working hours spent waiting to go **to** work at the rate of the job for which he was recalled. It is understood that the employee can **be** offered alternate employment and, if refused, he **is** not entitled to any payment.
14. Employees working on cut and bunch operations who experience downtime in excess of **one** hour due to moving from one cutting area to another, non-availability of Company spare saws, or other reasonable circumstances, will be compensated for the downtime at the General Labour Rate.



APPENDIX “B”

HOURS OF WORK 10-HOURSCHEDULE

Applicable to: **(a)** Non-Production Day Workers in Classifications of Backhoe, Front End Loader, Bulldozer, Grader, Carpenter, Labour, and

(b) Mechanical Classifications Unless to do so Would be Impractical

1. The standard work week for operations on the IO-hour schedule shall be six (6) days per week, Monday to Saturday inclusive.
2. a) The regular work week shall be forty (40) hours, composed of four (4) shifts of ten (10) consecutive hours per day, meal time excepted, during the period of Monday to Saturday inclusive, for employees assigned to the IO-hour schedule. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day and shall be paid in accordance with the provisions of this Article. If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.

b) Meal time for lunch, i.e., the mid-workday meal or lunch, shall be one hour after approximately half of the work time of the shift has expired or as otherwise agreed between the parties.
3. a) For the purpose of this Agreement, Sunday shall begin at 7 a.m. on Sunday and end at 7 a.m. on Monday.

b) A holiday, under Article VII, shall begin at 7 a.m. the day of the holiday and end at 7 a.m. the day following the holiday.

c) An employee's scheduled day off shall begin at 7 a.m. on that day and end at 7 a.m. the day following.
4. a) The day shift shall consist of ten (10) consecutive hours and shall commence at 6 a.m. or after, meal time excepted.

- b) The night shift shall consist of ten (10) consecutive hours and shall commence prior to 7 p.m., meal time excepted.
 - c) A shift differential of seventy cents (70¢) per hour shall be paid in addition to the regular rates for all second shift work for the term of the Agreement.
 - d) The weekly work schedule shall be posted on the Company and Union bulletin boards not later than 7 p.m. on Thursday of the previous week. Failing such posting, unless the employee is personally notified before the regular quitting time of his fourth weekly shift of a change in his schedule for the coming week, the schedule of the week previous shall apply. The starting and stopping times and shift schedule shall remain constant and fixed during the weekly periods subject to the following:
 - 1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company after 7 p.m. on Thursday of the previous week, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least ten (10) hours between shifts worked and, if not, time and one-half shall apply. An employee cannot lose time by reason of changing shifts, i.e., if this takes place, he shall be paid for the shift or shifts lost at his regular rate.
 - 2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a two-hour period, and in such cases, the work shift shall take place between the hours of 7 a.m. to 6 p.m. or 7 p.m. to 6 a.m. as the case may be.
5. a) If an employee is required to work on his scheduled day off, on Sunday, on a holiday under Article VII, or on Christmas Day, Boxing Day or New Year's Day, such overtime shall be scheduled and posted in the same manner and with the same conditions applying as for the hours of work and the scheduled day off under 4. d). If he is available for posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive two (2) hours pay at time and one-half. if requested by the Employer, the employee must remain available for the two (2) hours to be eligible for such pay. if work commences during the two (2) hour period, he shall receive pay at time and one-half for all time worked plus time and one-half for idle time when available or two (2) hours at time and one-half, whichever is greater.
- b) Employees covered under Schedule "A" will be paid double time for all time worked in excess of ten (10) consecutive hours on Sundays.

- c) An employee called out after the completion of his regular shift will he paid a minimum of four (4) hours or time and one-half for the hours worked, whichever is greater.
6. The Employer has the right to enforce the hours of work. Time worked in excess of ten (10) hours per shift, all hours worked **on** Sunday, except **as** provided for in 5. (b), all hours worked by an employee on his scheduled day off, or outside his scheduled shift, and all hours worked on holidays under Article VII, and all hours worked **on** Christmas Day, Boxing Day or New Year's Day, shall be paid for at time and one-half. All time worked **in** excess of ten (10) hours on Sunday will be paid at double time. Premium time will not apply to fire fighting.
7. Time spent traveling to and from work shall not he considered **as** time worked unless otherwise specified. Walking and riding time shall he paid for as stipulated in this Agreement.
8. Employees on the IO-hour shift schedule shall be governed by the following breakdown clause:

Any employee reporting for work as directed shall not be sent home because there is no work available due to a mechanical breakdown. In such cases, the employee will be offered alternate work to complete his normal work week at his regular rate of pay or the prevailing rate for the job performed, whichever is higher.

if it becomes necessary to change an employee's shift in order to offer such alternate employment, the Employer will not be **subject** to the penalty provided for in Clause 4. (d) 1. of this Agreement. Furthermore, should the employee refuse to perform the alternate employment, he loses his rights to the provisions contained herein.

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

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

Where any breakdown continues beyond the employee's *normal* work week referred to above and **no** other work is available, then the employee may exercise his humping rights under Article 12.

Any employee who accepts not to exercise his seniority or accept alternate work will be laid off and his seniority will not he affected.

Should an employee be laid off as a result of this process, the one (1) week's notice of lay off referred to in Article 12:08(a) will not apply.

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

9. When work has to be discontinued after commencing, an employee shall receive a half day's pay if the number of hours worked is less than five, and a full day's pay if the number of hours worked is more than five.
10. An employee who, during his scheduled work week, reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, shall receive two hours pay at his regular rate unless he was notified previously that work would not commence, and providing that when requested to so by the Employer, the employee shall remain available for work for the two hours. An employee in a camp operation shall be deemed to have reported for work once he leaves the immediate camp premises. Camp premises is defined as the area that is covered by a radius of 300 metres from the main entrance door to the Cookhouse. An employee on commuter operations shall be deemed to have reported for work when he arrives at the Marshalling Point. This Clause does not apply when the reason for non-commencement is due to Acts of God.
11. An employee who, when recalled, reports for work as directed and no work is available, shall be paid for all regular working hours spent waiting to go to work at the rate of the job for which he was recalled. It is understood that the employee can be offered alternate employment and, if refused, he is not entitled to any payment.



APPENDIX “C”

HOURS OF WORK 11-HOUR SCHEDULE

Applicable to: Mechanical Harvesting Operations

1. The standard work week for operations on the 11-hour schedule shall be six (6) days per week, Monday to Saturday inclusive.
2. a) The regular work week shall be forty-four (44) hours, composed of four (4) shifts of eleven (11) consecutive hours per day, meal time excepted, during the period of Monday to Saturday inclusive, for employees assigned to the 11-hour schedule. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day and shall be paid in accordance with the provisions of this Article. If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.
b) Meal time for lunch, i.e., the mid-workday meal or lunch, shall be one hour after approximately half of the work time of the shift has expired or as otherwise agreed between the parties.
3. a) For the purpose of this Agreement, Sunday shall begin at 7 a.m. on Sunday and end at 7 a.m. on Monday.
b) A holiday, under Article VII, shall begin at 7 a.m. the day of the holiday and end at 7 a.m. the day following the holiday.
c) An employee's scheduled day off shall begin at 7 a.m. on that day and end at 7 a.m. the day following.
4. a) The day shift shall consist of eleven (11) consecutive hours and shall commence at 7 a.m. or after, meal time excepted.
b) The night shift shall consist of eleven (11) consecutive hours and shall commence at 7 p.m., meal time excepted.

- c) A shift differential of seventy cents (70¢) per hour shall be paid in addition to the regular rates for all second shift work for the term of the Agreement.
- d) The weekly work schedule shall be posted on the Company and Union bulletin boards not later than 7 p.m. on Thursday of the previous week. Failing such posting, unless the employee is personally notified before the regular quitting time of his fourth weekly shift of a change in his schedule for the coming week, the schedule of the week previous shall apply. The starting and stopping times and shift schedule shall remain constant and fixed during the weekly periods subject to the following:
1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company after 7 p.m. on Thursday of the previous week, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eleven (11) hours between shifts worked and, if not, time and one-half shall apply. An employee cannot lose time by reason of changing shifts, i.e., if this takes place, he shall be paid for the shift or shifts lost at his regular rate.
 2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a two-hour period, and in such cases, the work shift shall take place between the hours of 7 a.m. to 6 p.m. or 7 p.m. to 6 a.m. as the case may be.
5. a) If an employee is required to work on his scheduled day off, on Sunday, on a holiday under Article VII, or on Christmas Day, Boxing Day or New Year's Day, such overtime shall be scheduled and posted in the same manner and with the same conditions applying as for the hours of work and the scheduled day off under 4. d). If he is available for posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive two (2) hours pay at time and one-half. If requested by the Employer, the employee must remain available for the two (2) hours to be eligible for such pay. If work commences during the two (2) hour period, he shall receive pay at time and one-half for all time worked plus time and one-half for idle time when available or two (2) hours at time and one-half, whichever is greater.
- b) Employees covered under Schedule "A" will be paid double time for all time worked in excess of eleven (11) consecutive hours on Sundays.

- c) An employee called out after the completion of his regular shift will be paid a minimum of four (4) hours or time and one-half for the hours worked, whichever is greater.
6. The Employer has the right to enforce the hours of work. Time worked in excess of forty (40) hours per week, all hours worked on Sunday, except as provided for in 5. (b), all hours worked by an employee on his scheduled day off, or outside his scheduled shift, and all hours worked on holidays under Article VII, and all hours worked on Christmas Day, Boxing Day or New Year's Day, shall be paid for at time and one-half. All time worked in excess of eleven (11) hours on Sunday will be paid at double time. Premium time will not apply to fire fighting.
7. Time spent traveling to and from work shall not be considered as time worked unless otherwise specified. Walking and riding time shall be paid for as stipulated in this Agreement.
8. Employees on the 11-hour shift schedule shall be governed by the following breakdown clause:

Any employee reporting for work as directed shall *not* be sent home because there is no work available due to a mechanical breakdown. In such cases, the employee will be offered alternate work to complete his normal work week at his regular rate of pay or the prevailing rate for the job performed, whichever is higher.

If it becomes necessary to change an employee's shift in order to offer such alternate employment, the Employer will not be subject to the penalty provided for in Clause 4. (d) 1. of this Agreement. Furthermore, should the employee refuse to perform the alternate employment, he loses his rights to the provisions contained herein.

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

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

Where any breakdown continues beyond the employee's normal work week referred to above and no other work is available, then the employee may exercise his bumping rights under Article 12.

Any employee who accepts not to exercise his seniority or accept alternate work will be laid off and his seniority will not be affected.

Should an employee be laid off as a result of this process, the one (1) week's notice of lay off referred to in Article 12:08(a) will not apply.

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

9. When work has to be discontinued after commencing, an employee shall receive a **half** day's pay if the number of hours worked is less than five and one half, and a **full** day's pay if the number of hours worked is more than five and one half.
10. An employee who, during his scheduled work week, reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, shall receive two hours pay at his regular rate unless he was notified previously that work would not commence, and providing that when requested to so **by** the Employer, the employee shall remain available for work for the two hours. An employee in a camp operation shall be deemed to have reported for work once he leaves the immediate camp premises. Camp premises is defined as the area that is covered by a radius of 300 metres from the main entrance door to the Cookhouse. An employee on commuter operations shall be deemed to have reported for work when he arrives at the Marshalling Point. This Clause does not apply when the reason for non-commencement is due to Acts of God.
11. An employee who, when recalled, reports for work as directed and no work is available, shall be paid for **all** regular working hours spent waiting to go to work at the rate of the job for which he was recalled. It is understood that the employee can be offered alternate employment and, if refused, he is not entitled to any payment.
12. Change to this Schedule will not take place without mutual agreement between the Company and the Union.



APPENDIX “D”

HOURS OF WORK 12-HOUR SCHEDULE

Applicable to: Operations on a Continuous 24-Hour Basis Over a 7-Day Per Week Period

1. **Hours of Work** The schedule of hours for workers on 12-hour shifts shall be from 8 a.m. to 8 p.m. and 8 p.m. to 8 a.m. An employee shall not normally be required to work in excess of sixteen (16) continuous hours in any twenty-four (24) hour period.
2. **Shift Differential** Shift differential will be paid as follows:

7 a.m. to 7 p.m.: \$0.00 per hour
7 p.m. to 7 a.m.: \$0.76 per hour
3. **Vacation With Pay**: it is understood that a week’s vacation will consist of four (4) consecutive scheduled working days off.
4. **Statutory Holidays**: An employee who qualifies for a paid holiday and works on the paid holiday will receive pay for twelve (12) hours at time and one-half; and, in addition, will receive the “Holiday Pay” for which he qualifies. An employee who does not qualify for pay for a holiday and who works on the holiday shall receive pay for twelve (12) hours at time and one-half.

When an employee qualifies for a paid Statutory Holiday and that holiday coincides with his scheduled day off, he will receive pay for eight (8) hours at his regular straight time rate.

When an employee qualifies for a paid Statutory Holiday and the holiday does not coincide with his scheduled day off and the employee does not work, he will receive pay for twelve (12) hours at his regular straight time rate.

5. **Floating Holidays**: An employee will be granted eight (8) hours off with pay at his regular straight time rate for each Floating Holiday for which he qualifies. An employee taking a Floating Holiday may elect to be paid for eight (8) hours or twelve (12) hours (if he qualifies).

6. **Rate of Pay:**
- a) Regular straight time rate plus shift differential, if applicable, shall be paid for all hours worked during a twelve-hour shift.
 - b) Time and one-half shall be paid for all consecutive hours worked in excess of twelve (12) hours.
 - c) Time and one-half shall be paid for the first twelve (12) hours worked on Sunday and double time for all hours worked in excess of twelve (12) consecutive hours.
7. **Calculation of Seniority:** Seniority days will be determined by dividing the number of regularly scheduled hours worked by eight (8).
8. **Exchanging Days Off:** Employees are prohibited from exchanging day or days off or shifts if it would result in any employees being scheduled to work more than sixteen (16) hours. Under no circumstances will such a change in day or days off or shifts cause additional cost to the Company.

This exchanging can only be done with the agreement of the employee's supervisor



APPENDIX “E” PENSION PLAN

Effective January 1, 2000, the Company will implement a defined contribution pension plan (also known as a money purchase plan). Participation in the Plan will be mandatory and a condition of employment.

The Plan will be registered with Revenue Canada and the Department of Finance of Newfoundland and, as such, will be subject to all Laws and Regulations applicable to registered Pension Plans.

The following is only a summary of the Plan design. All applicable provisions will be part of the Plan text that will be filed with the government authorities.

Eligibility

Employees actively at work on January 1, 2000, who have accumulated ninety (90) days of seniority or more will be automatically enrolled in the Plan.

Employees will become members of the Plan on the first day of the month following completion of ninety (90) days of seniority.

All eligible employees must complete an *Application for Membership* form.

Contributions

Each employee will contribute 3% of his weekly earnings to the Plan. The Employer will match the employee's contribution. Employee/Employer mandatory contributions increase to 4% effective upon date of ratification.

Each employee can elect to contribute an extra 1%, 2% or 3% of weekly earnings to the Plan. Effective upon date of ratification, each employee can elect to contribute an extra 1%, 2%, 3% or 4% of weekly earnings. The election for voluntary contribution can only be changed once a year.

Special Contribution

The Employer will make a special one time contribution to each member's account when the Plan is originally introduced. This special contribution will be equal to \$250.

Termination of Employment

A member will not be allowed to withdraw or transfer his account balance as long as he retains his seniority.

Note: *The actual Pension Plan will be terminated and all employees' entitlements will be transferred to the new Plan, subject to applicable legislation.*



**ABITIBI
CONSOLIDATED**

NEWFOUNDLAND WOODLANDS

*Benefit Plans for Employees Who are Members of
Communications, Energy and Paperworkers Union of
Canada, Local 60N*

Benefit Plans

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

FOR

ELIGIBLE UNION EMPLOYEES

OF

ABITIBI-CONSOLIDATED COMPANY OF CANADA
NEWFOUNDLAND WOODLANDS

WHO ARE MEMBERS OF

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

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

Detailed information is available through the Industrial Relations Department.

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GROUP LIFE INSURANCE

TYPE OF PLAN

One year group renewal term

ELIGIBILITY

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

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

DEFINITIONS

- **Regular Employee:** Any employee of the Company who is covered by the current Collective Agreement shall be deemed a "Regular Employee" provided that he has accumulated at least forty-five (45) days of seniority.
- **Dependent:** An unmarried child, less than 21 years of age, or under 26 if they are studying full-time in an accredited institution in Canada, or of any age if they are totally and permanently disabled, provided they were covered when they became disabled.

BENEFIT

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

Death Benefit

- **Employee:** If the employee should die, regardless of cause, \$60,000.00 will be paid to the beneficiary for the term of this Agreement.
- **Spouse:** If the spouse should die, regardless of cause, \$10,000.00 will be paid to the employee for the term of this Agreement.
- **Dependent:** If the dependent should die, regardless of cause, \$5,000.00 will be paid to the employee for the term of this Agreement.

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

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

OPTIONS AT DEATH

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

PREMIUM COST

The Company will pay the full cost

CONVERSION OPTION

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

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

PERIODS OF LAY-OFF

Should the employee be temporarily laid off, the Group Life Insurance will remain in force.

LEAVE OF ABSENCE

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

TERMINATION OF INSURANCE

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

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

CLAIM PROCEDURES

Life Insurance Benefit

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

Change of Carrier

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

RETIREMENTS

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

ACCIDENTAL DEATH & DISMEMBERMENT

ELIGIBILITY

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

CONTRIBUTIONS

Paid in full by the Employer.

SCHEDULE OF BENEFITS

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

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

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

Employee

For the life of this Agreement, the principal sum under the Accidental Death and Dismemberment benefit is \$50,000.00.

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

Spouse and Dependent

For the life of this Agreement, an accident death benefit will be provided for spouse and dependent as follows:

- Spouse: \$5,000.00
- Dependent: \$2,500.00

Note: Dependent is an unmarried child less than 21 years of age, or under age 26 if they are studying full-time in an accredited institution in Canada, or of any age if they are totally and permanently disabled, provided they were covered when they became disabled.

EXPOSURE AND DISAPPEARANCE

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

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

BENEFICIARY

In the event of loss of life, the principal sum will be paid to the employee's beneficiary as recorded on his group insurance enrollment card. In the event of losses other than life the amounts indicated will be paid to the Insured.

DEFINITIONS

- **Accidental Death** means death resulting from any of the following:
 - a Accidental bodily injury visible on the surface of the body or disclosed by an autopsy
 - b. Disease or infection resulting from an accidental bodily injury.
 - c An accidental drowning.
- **Loss of Foot:** Means severance at or above the ankle joint
- **Loss of Hand:** Means severance at or above the wrist joint
- **Loss of Thumb and Finger:** Means severance at or above the knuckles joining the thumb distally to the hand.
- **Loss of Eye** Means entire and irrecoverable loss of sight of the eye

EXCEPTIONS

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

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

PERIODS OF LAY OFF

Should you be temporarily laid off, your Accidental Death and Dismemberment will remain in force for 90 days from the first day of lay off.

TERMINATION OF INSURANCE

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

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

WEEKLY INDEMNITY

ELIGIBILITY

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

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

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

BENEFIT

If you are totally disabled, unable to work, and under the continuing care of a physician, you will be eligible to receive a weekly income of \$594.00.

Effective on the date of ratification and the first of each year for the term of this Agreement, Weekly Indemnity will increase by a percentage equal to the General Wage Increase.

Your benefit will commence:

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

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

PERIODS OF LAY OFF

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

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

Should the employee be disabled from the same accident or sickness on the date he is recalled to work, his benefit will resume from the date that he is recalled. The insured employee who becomes disabled during a period of lay off will become

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eligible for benefits commencing from the day following the date he would have started to work.

DEFINITION OF DISABILITY

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

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

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

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

RECURRENT DISABILITY

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

INTEGRATION OF BENEFITS

Benefits payable under this plan will be offset by any benefits which are payable (or would have been payable had a satisfactory application been submitted) under the Canada Pension Plan or the Quebec Pension Plan or any government plan of automobile insurance which has been approved as an acceptable limitation by Human Resources Development. Benefits are also offset by earnings or benefits from any employer. These offsets apply to primary benefits only.

It is further agreed that the Union will fully cooperate with the Employer to control absenteeism and the misuse of disability payment provisions and, furthermore, that all necessary and reasonable attempts to investigate the legitimacy of all and any absences and that any employee proven to have made false statements or to have given misinformation is liable to dismissal.

TAXES AT SOURCE

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

TERMINATION OF COVERAGE

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

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

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

EMPLOYMENT INSURANCE COMMISSION REGISTRATION

In the event that any time the plan is registered with Human Resources Development Canada, the total premium reduction will be retained by the Company.

EXCEPTIONS AND LIMITATIONS

Benefits will *not* be payable for the following:

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

10. 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.
11. The disability is due to cosmetic surgery or treatment as determined by the Insurer, unless such surgery or treatment is for accidental injury and commences within 90 days of the accident.
12. The disability arises while engaged in employment for remuneration or profit with any other employer, including strike or holidays.
13. The disability is the result of engaging in a criminal act.

CLAIM PROCEDURES

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

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

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

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

When there is a delay of two (2) weeks or more in Weekly Indemnity payments, the Company will make advance payments at normal intervals until the claim is processed if requested by the employee.

In cases where there is a medical dispute as to the validity of a claim or the continuance of a claim and where the physician of the employee and the Employer fail to reach an agreement, the dispute will be referred to a practicing specialist who will render a final and binding decision.

Once you have been in receipt of Weekly Indemnity benefits, in order for you to be able to come back to work, you must have a return to work pass from your doctor. When you have the pass, you report for work on the designated day and present the pass to your foreman. All foremen have been instructed not to allow any employees back to work unless they produce a pass.

INSURANCE FORMS

The Company agrees to pay for the fees charged by doctors for completion of Weekly Indemnity forms.

COST

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

GOVERNMENT DISABILITY PLANS

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

LONG TERM DISABILITY

ELIGIBILITY

All full-time Union employees of the Newfoundland Woodlands Division who are covered by the terms of the Weekly indemnity Plan are covered by the Long Term Disability Plan.

BENEFIT

Upon the date of ratification, the maximum monthly benefit payable for any eligible employees who are actively at work on the above date will be \$1,725.00 per month. Effective January 1 of each subsequent year for the term of this Agreement, Long Term Disability benefits will be increased by an amount equal to the General Wage Increase.

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

1. The Long Term Disability benefits shall be reduced by any benefits or replacement income that is payable, or would have been payable had a satisfactory request been submitted to the government, under the CPP/QPP and under any Workers' Compensation Act related directly to the accident or illness for which these benefits are paid. These reductions apply to primary benefits only.
2. Earnings or payments from any employer.
3. Disability benefits payable under any other group, association or franchise insurance plan.
4. Retirement benefits provided by an employer and/or a government,
5. Income replacement indemnity payable under any government plan of automobile insurance.

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

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

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

COMMENCEMENT OF BENEFITS

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

MAXIMUM BENEFIT PERIOD

Once you have satisfied the qualifying period, you will receive a monthly income until your 65th birthday or the cessation of total disability, or until you have received a maximum of 156 months in benefits, whichever occurs first. During a legal strike, Weekly Indemnity and Long Term Disability will continue to be paid if supported by appropriate medical evidence if requested.

DEFINITION OF TOTAL 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 if unable to perform any and every duty of every occupation in Newfoundland Woodlands for which he is reasonably fitted by education, training or expertise.

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

REHABILITATION

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

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

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

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

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

WAIVER OF PREMIUM

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

EXCEPTIONS AND LIMITATIONS

Benefits will not be payable for the following:

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

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

CLAIM PROCEDURES

You should contact the Industrial Relations Department of Abitibi-Consolidated in Grand Falls-Windsor. A claim form will be sent to you, and you in turn will take the form to your doctor. Your doctor completes the portion headed "*Attending Physician's Statement*". If he/she **does** not answer all questions, the form will be returned and this could result in a delay of your payments. You must **complete** the section headed "Insured's Statement", then return the forms to the Industrial Relations Department. You may, from time to time, be requested to have your doctor complete supplementary forms as required by the insurance company.

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

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

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

INSURANCE FORMS

The Company agrees to pay for the fees charged by doctors for completion of Long Term Disability forms.

TERMINATION OF INSURANCE

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

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

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

EXTENSION OF BENEFITS

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

MAJOR MEDICAL

ELIGIBILITY

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

Eligible dependents are your spouse and your unmarried children (including adopted, foster and step-children) less than 21 years of age, or under age 26 if they are studying full-time in an accredited institution in Canada, or of any age if they are totally and permanently disabled, provided they were covered when they became disabled.

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

COORDINATION OF BENEFITS

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

HOSPITAL BENEFIT

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

PAYMENT OF BENEFITS

Effective upon ratification, brand name prescription drugs will be reimbursed at 80%. For generic prescription drugs and drugs with no generic, reimbursement will be 100%. Brand name drugs will only be reimbursed at 100% provided there is a medical justification from the treating physician for its generic equivalent not being recommended, not tolerated or cannot be administered given the medical condition of the insured patient.

DEDUCTIBLE

The \$25.00 deductible is applied once each calendar year to the eligible expenses incurred that year per family.

ELIGIBLE EXPENSES

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

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

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

\$30 00 per day to a maximum of 30 days per year Effective January 1, 2005, the reimbursement rate will increase to \$45 00

- 11 Physiotherapy by a person duly qualified and registered and legally engaged in the practice of physiotherapy provided such services, by duration and type, have been prescribed by a physician
- 12 Professional services of a physician (where this coverage is permitted by law) with the following conditions
 - a In the case of treatment for mental and nervous disorders while not confined to hospital, payment will be at least 50% and is subject to a maximum payment of \$10 00 for each treatment and \$500 00 for all treatments during any calendar year
 - b. For emergency treatment outside Canada, reasonable and customary charges in the area in which the service is given will be considered as an eligible expense less the amount payable under your provincial Medicare plan.
13. Hospital charges incurred for emergency treatment outside Canada, including room and board (for the difference between the benefit payable by the provincial hospital plan and the actual cost of ward accommodation) and charges for special hospital services for a maximum of 31 days per period of disability.
14. Orthopedic shoes when prescribed by an attending physician. One pair per year subject to a maximum of \$75.00. Effective January 1, 2005, the reimbursement rate will be a maximum of \$100.00.
15. Chiropractor - \$20.00 per visit to a maximum of \$400.00 per year. Effective January 1, 2005, the reimbursement rate will increase to \$25.00 per visit to a maximum of \$400.00 per year.
16. Vaccines will be a covered expense

VISION CARE - EMPLOYEE AND DEPENDENTS

Frames, lenses and the fitting of prescription glasses, including prescription sunglasses and contact lenses, up to a maximum of \$100.00 in any two consecutive calendar years. Payment will be exempt from the plan deductible. Effective January 1, 2005, the current benefit rate will increase to \$125.00.

The vision care benefit will be \$125.00 once every twenty-four (24) months for employees and dependents age eighteen (16) and over, and once every twelve (12) months for dependents under age eighteen (18). An optometric benefit (eye examination) of \$20.00 once every twenty-four (24) months will be extended to employees and dependents age eighteen (18) and over and once every twelve (12) months for dependents under age eighteen (18).

MATERNITY EXPENSES

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

EXPENSES NOT COVERED

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

PERIODS OF LAY OFF

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

TERMINATION OF INSURANCE

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

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

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

CLAIM PROCEDURE

- Hospital & Major *Medical* Benefits

Claim forms are obtainable from the supervisors in the area in which you work or from the Industrial Relations Department of Abitibi-Consolidated in Grand Falls-Windsor. When hospitalized, a claim form should be completed by the hospital. The claim form can then be submitted to Manulife Financial.

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

Manulife Financial
Att: Group Operations – Health & Dental Claims
P. O. Box 11605
Station Centre-ville
MONTREAL, Quebec **H3C 5T7**

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

Itemized bills in support of claims will not be returned but will be retained by the insurer.

Note: It is your responsibility to pay for your *medical bills* and submit same to the Insurer for reimbursement

DENTAL

ELIGIBILITY

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

Eligible dependents are your spouse and your unmarried children (including adopted, foster and step-children) less than 21 years of age, or under age 26 if they are studying full-time in an accredited institution in Canada, or of any age if they are totally and permanently disabled, provided they were covered when they became disabled.

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

COORDINATION OF BENEFITS

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

CONTRIBUTIONS

For the Dental Plan, the employee monthly contributions will be as per the table below:

	EMPLOYEE CONTRIBUTIONS	
	Jan. 1, 2006	Jan. 1, 2008
Family Coverage	\$5/month	\$10/month
Single Coverage	\$3/month	\$5/month

COVERED EXPENSES

The maximum benefit per calendar year will be \$1,000.00 per insured family member and covers extractions, partial dentures, full dentures and denture repairs.

1. Dental x-rays.
2. Oral surgery, including excision of impacted teeth.
3. Amalgam, silicate and plastic composite fillings.
4. Anesthetics administered in connection with oral surgery or other covered dental services.
5. Injections of antibiotic drugs by the attending physician.
6. Oral examination, scaling and cleaning of teeth once every six (6) months.
7. Endodontics treatment including Root Canal treatment.

8. Braces and retainers at 50% of the cost with a lifetime maximum of \$750.00 per insured family member. Effective January 1, 2005, the lifetime maximum will be set at \$1,000.00.

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

PREDETERMINATION OF BENEFITS

If the cost of a course of treatment planned is expected to exceed \$200.00, the course of treatment must be filed with and approved by the insurance company prior to the commencement of treatment. The forms are available from your Employer. After reviewing the proposed treatment, the insurance company will notify both you and your dentist of the estimated payment under the plan. Failure to file and obtain approval may result in benefits of a lesser amount than would otherwise have been payable. When optional procedures are available, reimbursement will be based on the least expensive procedure which, as determined by the insurance company, will produce a professionally adequate result.

EXCLUSIONS

The plan does not cover:

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

TERMINATION OF BENEFITS

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

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

EXTENSION OF BENEFITS

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

1. Where an impression for a denture is taken prior to the date your insurance terminated and the denture is installed after the insurance terminates, dental expenses in connection with this procedure and incurred within 30 days after the termination of insurance are eligible.
2. If your insurance terminates due to your death, dental expenses incurred on behalf of your dependents will be eligible for payment provided:
 - a. the services are rendered within 90 days following your death, and
 - b. they are part of a series of planned dental services started prior to your death or rendered at definite dental appointments made prior to your death.
3. If your insurance terminates due to lay off, benefits will continue for up to 90 days. There is no specific time limit for dentures provided the work was started within the 90-day period.

WORKERS' COMPENSATION

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

CLAIM PROCEDURE

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 Manulife Financial for processing.

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

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

Extension of Benefits After 90 Days

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

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