



**ABITIBI CONSOLIDATED
COMPANY OF CANADA**

A G R E E M E N T

between

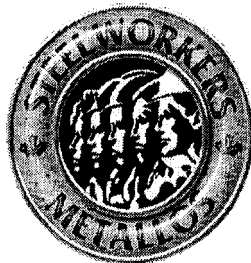
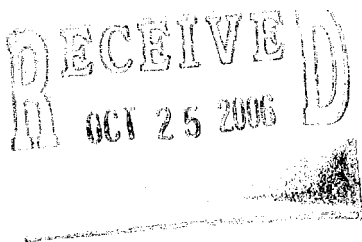
**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS**

(Hereinafter referred to as the "Company")

and

UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")



September 1st, 2005 to November 30th, 2009

00083 (07)

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The official Agreement is the original document signed by the Company and your Union officials.

This booklet is for use as a ready reference only.

A G R E E M E N T

Between

ABITIBI-CONSOLIDATED COMPANY OF CANADA

ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

AND

UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")

ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions, and living conditions as specified in Article X of this Agreement, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, 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 co-operate fully, individually and collectively, for the advancement of the conditions set forth herein.
- 1.02 Use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE II - PERIOD

- 2.01 The Company and the Union agree one with the other that they will abide by the Articles of this Agreement from September 1st, 2005 to November 30th, 2009, inclusive, and from year to year thereafter. If either party desires to change or terminate the Agreement, that party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to September 1st of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE III - RECOGNITION/JURISDICTION

- 3.01 (a) The Company recognizes the Union as the sole collective bargaining agency for all of its employees who are engaged in woods operations on the limits, and on the work sites, of the Company. For purposes of this Article, Company employees shall be all those employed in the job classifications set out in the wage schedule attached to and forming a part of this Agreement, including those who are employed on job classifications which may be established and become part of the attached wage schedule during the term of this Agreement.
- 3.01 (b) The employees of contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the term of this Agreement; save and except the employees of contractors and/or the contractor who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an agreement with a union or unions affiliated with a central labour body covering such work.
- 3.01 (c) The Company and the Union agree that an operator who enters into a third party agreement with the Company and the Ministry of Natural Resources and produces forest products for the Company or any of the negotiating companies, shall have an agreement with the Union covering such operations.
- 3.02 Supervisory personnel, which include contractors whose employees are considered to be employees under this Agreement, shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involve physical danger to employees or danger to property.
- 3.03 It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other Union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE IV - RATES AND CLASSIFICATIONS

- 4.01 The wage schedule is attached hereto and forms a part of this Agreement.
- 4.02 If during the life of this Agreement, a significant change in job content occurs in any job classification listed in the attached wage schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement, the matter may be referred to Stage 3 of the Grievance Procedure.
- 4.03 When changes are to be made in operating methods including major alterations in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least 30 days advance notice in writing. During the 30-day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union and discuss such changes. For the new job classifications, the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the wage schedules of the negotiating companies. Following the

implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes, shall commence without delay. After agreement is reached, such rates shall become part of the attached wage schedule. In the event that the parties do not reach agreement on the rates for the new classifications within 30 days of the effective date of the change or alteration, the matter may be referred to Stage 3 of the Grievance Procedure. The 30-day period may be extended by mutual consent of the parties. New rates when established shall be retroactive to the date of establishment of the new classification.

- 4.04 The Company agrees that when a rate for a job classification is or becomes part of the attached wage schedule, the Company will not change the method of payment for such job classification from day work to piecework or vice versa, if such a change adversely affects the average earnings of the employees concerned.

ARTICLE V - UNION MEMBERSHIP

- 5.01 The Company 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 (a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union intending to suspend a member, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.
- 5.02 (b) The Company shall, after complying with Article XII - Seniority, advise the Union from time to time of the Company's labour requirements. When hiring additional employees, the Company will give preference to Union members who apply and who are capable of doing the work required of them.
- 5.02 (c) New employees shall make application to join the Union when first approached to do so, by a duly authorized Union Steward, Official or Representative. The Company shall, upon hiring, advise all new employees by letter with a copy to the Union Steward, to report to the Union Steward within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

For each new employee, the Company will pay 2 hours to be used as an indoctrination process which will be used at the Union's discretion.

- 5.02 (d) The Company shall put employees on check-off at the time of hire or return to work and deduct the Union's monthly membership dues from monies due them.
- 5.03 The Company agrees for an individual employee who is a member of the Union or becomes a member, to deduct, upon his written request, Union initiation fees and/or monthly membership dues from monies due him. The deduction authorization shall be transferred from camp to camp during the course of his employment.
- 5.04 Remittances of all deductions shall be sent to the Local Union; said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names, with Christian

names and amounts by camps. The Company will endeavour to deliver these lists as soon as possible, but no later than the end of the following month.

The Company agrees to include the social insurance number on the list of Union dues deductions as soon as the Union has provided the Company with the necessary authorizations to do so.

- 5.05 Representatives carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to the Company's operations. Credentials carried by the Union representatives shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union. Said representatives to be provided board and lodging if available, on the Company premises at the prevailing contract rate.
- 5.06 The Local Union shall furnish the Company with a list of Local Officers and Representatives and shall amend these lists as changes occur.
- 5.07 The Company will furnish a list of supervisory personnel to the Union office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

ARTICLE VI - VACATIONS WITH PAY

6.01 (a) Vacation pay shall be paid to each employee by separate bank deposit, to be issued at the time of termination of employment or, at the employee's option, at the time of layoff, or when vacation is taken.

6.01 (b) Each 2% increment of Vacation Pay entitles an employee to one (1) week of time-off.

An employee who has worked continuously for one (1) year must take his full entitlement to time-off, at a time or times satisfactory to himself and his Supervisor. An employee has the right to take his full entitlement to time-off whether or not he has worked continuously for one (1) year at a time or times satisfactory to himself and his Supervisor.

6.01 (c) Effective September 1st, 2004, employees will receive \$70.00 for each week of vacation taken. Effective September 1st, 2006, employees will receive \$75.00 for each week of vacation taken. Effective September 1st, 2008, employees will receive \$80.00 for each week of vacation taken. The full amount owing will be paid during the last pay period of each year.

6.02 Vacation with pay credits shall be paid on the following basis:

- (a) 4% of gross earnings for employees who have worked less than 800 days.
- (b) 6% of gross earnings for employees who have worked 800 days or more but less than 2,000 days.
- (c) 8% of gross earnings for employees who have worked 2,000 days or more but less than 4,000 days.
- (d) 10% of gross earnings for employees who have worked 4,000 days or more but less than

5,400 days.

- (e) 12% of gross earnings for employees who have worked more than 5,400 days.
- (f) Supplementary Vacation with Pay.

Employees who have worked more than 5,000 days for the Company shall receive the following additional vacation in the calendar year in which they attain:

- (a) Age 60 - 1 week (2% of gross earnings)
- (b) Age 61 - 2 weeks (4% of gross earnings)
- (c) Age 62 - 3 weeks (6% of gross earnings)
- (d) Age 63 - 4 weeks (8% of gross earnings)
- (e) Age 64 - 5 weeks (10% of gross earnings)

6.03 Days worked for the purposes of this Article shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist, or chiropractor, and all days on temporary leave of absence on Union business, off-the-job training, vacation, holidays with pay, jury duty, subpoenaed witness and bereavement leave. An employee who has established seniority in accordance with section 12.02 of Article XII shall retain his accumulation of days for his rate of vacation pay for as long as he retains seniority rights with the Company.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 Employees who qualify under Section 12.02 shall be paid without the performance of work for the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When any of the above holidays falls on Saturday, it shall be observed on the preceding Friday and if the holiday falls on Sunday, it will be observed on the following Monday.

Employees, who have accumulated one hundred and twenty (120) days seniority, as specified in Section 6.03, will be granted two (2) floating holidays per year. Such holidays will be taken at a time satisfactory to the employee and his supervisor.

An employee who by reason of layoff, is prevented from taking his floating holidays, shall receive pay in lieu of such holidays.

7.02 (a) An employee, who qualifies under Section 12.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and does not leave work sooner than two (2) days before the holiday and is ready for work on the morning of the second (2nd) day after the holiday, unless his return to work on time is prevented by circumstances beyond his control, shall receive pay for the holiday unless he quits during the thirty (30) day period immediately prior to the holiday.

An employee, who desires to leave prior to the holiday and is ready for work for the second day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at camp level or at management level.

- 7.02 (b) If an employee, who qualifies under Section 12.02, and works any of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave of absence other than as provided in 7.03 when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence, provided he returns to work on time, unless his return to work on time is prevented by circumstances beyond his control.
- 7.02 (c) An employee who qualifies under Section 12.02, who is obliged to cease work due to a layoff during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such thirty (30) day period.
- 7.02 (d) **An** employee, who qualifies under Section 12.02, who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for the holiday(s) within such twenty-one (21) day period.
- 7.02 (e) If an employee who qualifies under Section 12.02 is recalled and works any time during the twenty-one (21) calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.
- 7.02 (f) An employee who qualifies under Section 12.02 and is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.
- 7.03 **A** special leave of absence shall be granted to a qualified employee who must travel a long distance to be home for Christmas, in which event such an employee will receive pay for the holidays provided he returns on time. Any request for such leave of absence must be made to the Camp Foreman no later than December 1st. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.
- 7.04 (a) For a pieceworker, holiday pay shall be calculated at eight (8) times the feller-limber tree length skidding hourly rate, and for a day worker, be calculated at eight (8) times his regular straight time hourly rate.
- 7.04 (b) **A** day worker who is requested to work on any holiday shall be paid for all time worked at the rate of time and one-half his regular rate, and if qualified, in addition, shall receive eight (8) times his regular straight time hourly rate in lieu of the holiday. Double time will be paid after eight (8) hours of work on a holiday.
- 7.04 (c) Pieceworkers shall not work on holidays.

ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

- 8.01 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 given to his foreman, an opportunity to adjust his complaint.
- 8.02 (a) The Union shall arrange for the election from its working membership at each camp, by the members therein, of a Union Grievance Committee of three (3), headed by a Union Steward who shall act as spokesman for that Committee. In the absence of the Steward, the Company will recognize a delegated member of the Grievance Committee as spokesman. Immediately after an election, the Union Grievance Committee in the camp will notify the foreman in writing as to the names of the Union Steward and the members of the Union Grievance Committee elected and the foreman will acknowledge in writing, the receipt of such notice. The Company Foreman shall not be required to recognize either the Union Steward or the Union Grievance Committee until such time as this procedure is carried out.
- 8.02 (b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Grievance Committee members.
- 8.03 A grievance under the provisions of this Agreement is defined to be any difference between the parties or between the Company and employees covered by this Agreement involving the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement.
- 8.04 a) Grievances as defined above may be taken by the employee, by the Union Steward or the Union Representative having jurisdiction directly to the employee's immediate supervisor for adjustment outside of working hours. No grievance shall be recognized unless this procedure is followed. The grievance shall be presented without undue delay. Any grievance submitted to the foreman, in accordance with this procedure, in writing, will be disposed of by the Foreman, in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within forty-eight (48) hours, then,

Stage 2 - the matter shall be taken up by the Union Grievance Committee and/or Union Representative with the Logging Superintendent within ninety-six (96) hours in writing on forms to be supplied by the Union. The Logging Superintendent shall make a reply in writing within a further ninety-six (96) hours. Failing a satisfactory adjustment, then,

Stage 3 - The matter shall be taken up by the Officers of the Local Union and/or their representatives with the Woods Manager of the Company or his representatives. Failing a settlement within seven (7) days, then,

Stage 4 - The matter shall be referred to the General Manager of the Company or his representative and a Union Committee accompanied by the Union's President or his representative. Failing a settlement within fifteen (15) days, then,

Stage 5 - Either party may, within the following fifteen (15) days, refer the matter to Arbitration. This notice to refer the matter to arbitration shall be accompanied by the name of that party's nominee.

Where mutually agreed and prior to arbitration, the parties will share equally in the cost of a mediator, whose decision shall be binding. The parties will mutually agree to a list of mediators. If the parties cannot agree to the mediation process, the terms of the Collective Agreement shall

apply.

The Company and the Union agree to establish a rotating list of arbitrators to be used in the settlement for Abitibi-Consolidated Company of Canada Ontario-East Woodlands. This list may be modified from time to time by mutual consent.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

- 8.04 b) Any notice of disciplinary action shall be given in writing to the employee with a copy to the Union and all such notice shall be removed from the employee's record after a period of 24 months from the date of issue.
- 8.05 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with in writing by both parties, and must be presented to the Company not later than ten (10) days after the discharge or suspension becomes effective. Where such an employee's grievance is not processed from the first stage before he leaves the camp, it must be processed starting at the third stage of the grievance procedure. In case of discharge, or suspension by the Company, the Company will immediately notify the employee in writing of the reason for such discharge or suspension. A copy of such notice shall be submitted to the Union Steward within twenty-four (24) hours. In the event that an employee is found by an Arbitration Board to have been unfairly discharged, or suspended by the Company, the Company agrees that the employee will be reinstated on his job under terms and conditions decided by the Arbitration Board.
- 8.06 Grievances which involve Company policy in respect to interpretation, application, administration, or alleged violation of the Agreement, may be processed commencing at Stage 3 of this Grievance Procedure.
- 8.07 If the Company has a grievance as defined in Section 8.03 it shall commence at Stage 3 of this Grievance Procedure by the Woods Manager or his representative presenting the matter in writing to the Officers of the Union. Failing satisfactory settlement within seven (7) days, the matter shall be referred to the President of the Union or his representative by the General Manager of the Company or his representative. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days refer the matter to Arbitration. This notice to refer the matter to arbitration shall be accompanied by the name of that party's nominee.
- 8.08 In arbitration, the Company and the Union shall each select one man; these two shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. The Arbitration Board's decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two (2) men selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party.
- 8.09 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. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates therefore. The

Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.10 Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour, and shall share equally in the fees and expenses of the third member of the Board.

8.11 Saturdays, Sundays, Statutory and Legal Holidays shall not be included in any time limits in this Article of the Agreement.

ARTICLE IX - NO STRIKE/NO LOCKOUT

9.01 There shall be no strikes caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE X - WORKING AND LIVING CONDITIONS

10.01 It is agreed that the Company and the Union shall co-operate collectively in improving safety and first-aid practices. The Company and the Union agree to set up and maintain a joint Safety Committee in each camp to promote safe working conditions and practices. There will be at least two (2) meetings of the Safety Committee each calendar quarter. The position of Chairman shall alternate between a Company Co-chairman and a Union Co-chairman. The Chairman of each meeting shall make a report in triplicate - copies going to the Company Office, the Union Office and the Camp Bulletin Board. All members of the Joint Health and Safety Committee shall receive certification training.

A member of the Committee is entitled to such time from his work as is necessary to attend meetings of the Committee, and the time so spent shall be deemed to be work time, for which he shall be paid by the Company at his regular or premium rate as may be proper.

The Company agrees that it will maintain good work trails, and will also maintain good and safe transportation practices, and further agrees that there shall be a qualified First Aid Man in each camp, such First Aid Man to have proper visible identification.

It is the intention of the Company to maintain its camp access roads in good condition when in use.

10.02 It is agreed that there shall be emergency first aid kits and two-way radios at or near work sites and in all vehicles regularly used for the transportation of men.

10.03(a) All camps shall have one tier single beds at least 36 inches in width, spaced at least 38 inches apart. All mattresses shall be either airfoam, plastifoam or spring filled mattresses.

Where these conditions require changes in present camps, such changes shall be effected within the term of this Agreement. In construction of new camps, the Company agrees to construct all living quarters into suitable rooms housing not more than one (1) employee per room. It is agreed that the relocation of Camp 34 will not require the modifications to a single room.

The Company agrees to supply two (2) clean sheets and one (1) clean pillowcase per week and

to supply a bed cover for each bed. Clean bedding will be supplied to employees newly arrived in camp. Bed covers will be changed at least once each month, and blankets as conditions warrant. All beds and bed clothing shall be of a good quality and in a serviceable condition at all times.

The Company agrees to continue to provide separate quarters for shift workers.

10.03 (b) It is agreed that the Company will maintain good conditions in respect to cleanliness, sanitation and health. Employees' living and service quarters will be washed and disinfected at least once each week. The Company will continue to provide improved camp facilities, including recreational rooms with a TV set where TV programs are receivable and will provide separate drying rooms, washrooms, inside toilets and showers, laundry and washing and drying machines. As TV sets require replacement, colour sets will be purchased. A lock-up storage type locker will be provided for each man in his bunkhouse. Separate sanitation facilities will be provided for catering staffs.

Air conditioning will be maintained in cookeries, and humidifiers in all bunkhouses. These will be inspected on a regular basis.

In cold weather, the Company will provide facilities to assist in starting employees' cars parked in the camp lots. ~~Car~~ plug-ins and electricity shall be provided for employees in all camps.

A TV Satellite Dish will be installed at all year round live-in camps which are not presently equipped with a Satellite Dish.

10.03 (c) All bunkhouses will be supplied with water coolers and paper drinking cups, except where drinking fountains are provided in the bunkhouse.

10.03 (d) The Company agrees that fly control measures shall be carried out regularly during the summer operating season, and camp pest control as required.

10.04 (a) Refrigeration will be provided for all perishable foods, as required, in all operating camps. All perishable foods shall be handled in a sanitary manner during transportation at all times.

10.04 (b) There shall be no substitute for butter supplied to employees.

10.04 (c) Fruit juices shall be supplied at all meals, served in containers, allowing self-service for consumption at the table. Fresh milk shall be supplied at all meals and coffee times in the cookery.

10.04 (d) Each man shall pack his own lunch unless other mutual arrangements have been made. The preparation of lunches shall be supervised. Waxed paper shall be supplied for the wrapping of lunches. The lunch table shall include a variety of cooked meats and fresh fruits.

10.04 (e) At the request of the Camp Grievance Committee, suitable lunch shacks will be provided where there are concentrations of men. Such shacks to be heated during the period October 1st to April 30th and during the summer months shall have protective screens. The Company will provide each cut and skid crew with a suitable lunch shack for year-round use.

10.04 (f) There shall be coffee breaks in the morning, afternoon and in the evening; coffee, cakes and

lunch to be provided by the Company and served in the cookery. During work hours, coffee breaks shall be on Company time.

- 10.04 (g) The charge for board and lodging shall be \$10.00 per calendar day.
Effective September 1st, 2006 - \$11.00 per calendar day plus all applicable taxes.
Effective September 1st, 2007 - \$12.00 per calendar day plus all applicable taxes.
Effective September 1st, 2008 - \$13.00 per calendar day plus all applicable taxes.
- 10.05 (a) It is agreed that present standards of service will be maintained with respect to transportation, medical service, laundry and recreation. The Company agrees to provide adequate facilities for the transportation of injured or sick employees. Any charges for such services shall not be increased unless mutually agreed to.
- 10.05 (b) The Company agrees to supply kitchen personnel with white aprons and smocks, on loan and other suitable uniform apparel at cost, and provide for the laundering of such exterior clothing without charge. Washing machine facilities and dryers will be supplied for the use of cookery personnel.
- 10.05 (c) The Company will provide free insurance coverage against loss by fire of employees' personal belongings and loss by fire or theft of employee-owned power saws to a maximum of Two Thousand, Five Hundred Dollars (\$2,500) and will provide additional free insurance coverage against loss by fire or theft of tradesmen's tools normally required by tradesmen to the full value of such tools, while on Company property or work sites. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their replacement value. An employee who causes a fire wilfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee owned power saws will be made at camp level between the Company and the Union.
- 10.06 (a) Employees shall be paid every second Tuesday.
- All pay cheques shall be remitted by direct bank deposit to a bank of the employee's choice.
- 10.06 (b) In instances of authorized extended leave of absence, cash advances will be issued to the extent of the employee's payroll credit.
- 10.06 (c) A Time and Earnings statement will be provided to each employee for each pay period. This statement will carry complete detail of rates of pay, hours worked, earnings, deductions, and accrued vacation pay credits covering the period. Explanations of payroll codes will be posted in each camp.
- 10.06 (d) Where twenty-four (24) hours notice of termination of employment by the Company or the employee is rendered, the Company agrees that every reasonable effort will be made to make a full settlement within twenty-four (24) hours after such termination, Saturdays, Sundays and legal holidays excepted.
- 10.06 (e) The Company will provide each pieceworker with a minimum of one (1) scale per week, and will provide each pieceworker with a scale slip after each scale. Scale slips shall be given to each pieceworker at least forty-eight (48) hours prior to the wood being moved.

Scale slips will provide the following information, where applicable: Number of cubic metres or Number of pieces (tree length), Riding and/or Walking Bonus, Footage of Strip or Main Road Cut and Poor Bush Bonus.

- 10.07 All hand tools and equipment required on the job will be made available to pieceworkers and others on loan. When an operator of equipment is required by the Company to do a minor mechanical repair job, he will be furnished such tools as are required on loan. All tools and equipment not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment as a condition of employment, unless otherwise specified in this Agreement.

No employee shall operate a tractor or like equipment owned or leased by himself or by another employee in the cut and skid operations of the Company.

- 10.08 Pieceworkers and others using power saws will be provided with free chainsaw files in addition to other hand tools and equipment required on the job, and will be issued, on loan, the following:

1. Light metal or plastic power saw wedges, same to be replaced when returned in a worn out or broken condition.
2. One (1) safety type gasoline container.
3. One (1) fire extinguisher (chemical type).

The Company agrees to stock two types of power saw chains and chain repair kits, consisting of spare links and rivets, in the camps and sell them to the employees at invoiced cost to the Company.

Pieceworkers and others using power saws will be provided with free power saw gas and oils.

- 10.09 At each operating camp, a separate building will be provided for the storage of power saws. Said building shall contain sufficient lockers for storage. In addition, a suitable, separate heated building, with workbench and vice, will be provided for the repair of power saws. No power saws shall be repaired or stored in living and/or service quarters. Compressed air will be provided in the power saw repair building.

- 10.10 Only factory built buses shall be used for the road transportation of men. Same to have adequate seating accommodation, emergency exit doors and equipped with racks for the safe carrying of tools and gasoline containers. Shelters shall be provided for employees at designated waiting places, such shelters to have heating facilities. The Company will, for the safety of its employees, have either communication or transportation available at designated waiting places. All buses transporting men shall be equipped with two-way radios.

- 10.11 The Company 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.

- 10.12 Food served to the employees in the camps shall, at all times, be of high quality and of sufficient quantity and shall include fresh fruits, vegetables and greens.
- 10.13 The Company, consistent with its policy to promote and ensure the safety of its employees, will not require an employee to work alone in an isolated area unless such operation is deemed safe, and frequent communication with such employee will be maintained by his Supervisor on a scheduled basis.
- 10.14 Employees are responsible to supply all required safety equipment and apparel, except hard hats and non-prescription safety glasses, as specified in the Company's Basic Work Standards. Upon submission of receipts for safety apparel, employees will be reimbursed up to a maximum of \$125.00 per employee. Effective September 1st, 2008, employees will be reimbursed up to a maximum of \$130.00 per employee.

The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company and the Union, or is mandatory under Government legislation.

At the discretion of the Company, the Company agrees to replace free of charge pitted or scratched prescription safety glasses for all employees.

- 10.15 The Company agrees that there shall be no shacking or batching in the producing and delivering operations on its limits and work sites.
- 10.16 The Company agrees to provide free transportation to all employees who are transferred from camp to camp at the Company's request or in the exercise of seniority under the terms of Article XII - Seniority.

Employees shall have the option of using their own vehicle for transportation. In such cases, the employee shall first notify the Company of his intentions to do so and shall be paid thirty-six cents (\$0.36) per kilometre, effective date of ratification.

Scheduled working time lost as a result of such transfers shall be paid for at the regular straight time rates for day workers and the Feller, Limber, Tree-length Skidding rate per day for pieceworkers, and normal travel time, outside an employee's scheduled working hours, will be paid for up to a maximum of eight (8) hours at the regular straight time rate for day workers and the above rate for pieceworkers.

- 10.17 Lunch boxes and thermos bottles shall be issued on loan, to all employees and shall have been sterilized before issue.
- 10.18 a) Separate sleeping quarters, apart from other shift workers, shall be provided for the night shift when requested by the majority.
- b) The Company shall provide the Union Steward in each operating camp with a room in the bunkhouse in which to conduct Union business.
- 10.19 a) The Company will supply mechanics, welders, machinists and electricians suitable coveralls and provide for the laundering of same, two per week, free of charge.

- b) The Company agrees to supply a maximum of one (1) pair of insulated coveralls per year to mechanics, welders and electricians.
- 10.20
- a) Effective on date of ratification, Tradesmen and helpers assigned to a bush garage shall receive sixty cents (\$0.60) per hour, in addition to the applicable hourly rate.
 - b) Effective date of ratification, Tradesmen and helpers assigned to a main camp or central garage required to perform work of their trade away from a main camp or central garage, will be paid sixty cents (\$0.60) per hour, in addition to the applicable hourly rate, for all such hours worked away from the main camp or central garage.
 - c) Effective date of ratification, Tradesmen and helpers assigned to work in the yard of the main camp or central garage for one (1) full shift or more, will be paid sixty cents (\$0.60) per hour in addition to the applicable hourly rate for such hours worked in the yard.
- 10.21 Chemical type toilets will be installed in bush garages.
- 10.22 The Company agrees to the importance of Union support in the Return to Work Program for members. The Union Steward will be contacted and input sought in the Return to Work programs involving Union members.
- 10.23 The Company will maintain two sets of manuals that are required by employees to maintain their driver's license. The books will be issued on a use and return basis and are the responsibility of the employee when signed out. If not returned within 30 days of signing out, the employee will be responsible for full replacement cost of the manual.

ARTICLE XI - HOURS OF WORK

11.01 (a) The week for operations shall be six (6) days per week Monday to Saturday inclusive.

The work week for day or shift workers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive. Pieceworkers may be scheduled to work in day work jobs on the day shift Monday to Friday inclusive.

It is agreed that day work or shift work employees may be required to work in excess of their regular work day or shift or work week and will be paid in accordance with Section 11.05 (a) for such time worked. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

11.01 (b) For the purpose of this Agreement, Sunday, a paid holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.

11.01 (c) It is agreed that the hours of operations at mini-camp(s) may be scheduled on the following weekly basis:

Ten (10) hours x four (4) days x two (2) shifts

Agreement on specific operating procedures to be included in the Letter of Understanding that forms part of this Agreement.

- 11.02 (a) The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m. mealtime excepted,
- 11.02 (b) The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted. However, it is agreed that on Fridays, the night shift may at the request of the employees or the Company and by mutual agreement, be scheduled to commence prior to 7:00 p.m., in accordance with the provisions of Section 11.03 (b).
- 11.03 (a) A night shift differential of fifty-six cents (\$0.56) per hour shall be paid in addition to the regular rates for all night shift work.
- 11.03 (b) On other two-shift operations, the first shift shall consist of eight (8) consecutive hours, mealtime excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of eight (8) consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of fifty-six cents (\$0.56) per hour.
- 11.03 (c) On a three-shift operation, the shifts shall be eight (8) consecutive hours. The starting and stopping times for the three (3) shifts and the shift differentials to be paid shall be as follows:

Shift Differential (per hour)

	Starting Time	Stopping Time	Rate
1 st shift	7 am - 8 am	3 pm - 4 pm	Nil
2 nd shift	3 pm - 4 pm	11 pm – 12 am	\$0.56
3 rd shift	11 pm – 12 am	7 am - 8 am	\$0.68

- 11.03 (d) The hours of work and the "sixth day" for day workers and shift workers shall be posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following:
- 1) An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one and one-half (1½) 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.
 - 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 one (1) hour period. For the log haul only, the first shift shall start between the hours of 6:00 am and 8:00 am. The second shift shall start between the hours of 6:00 p.m. and 8:00 p.m.
- 11.03 (e) If an employee, who has completed his scheduled work week is required for work on his "sixth day" or Sunday, such overtime shall be posted on the preceding Thursday. If he is available for the posted overtime work at the regular starting time and is unable to commence work for

reasons beyond his control, he shall receive four (4) hours pay at the applicable overtime rate as specified in Section 11.05 (a) provided he remains available for the four (4) hour period, if so requested by the Company.

- 11.04 (a) A day or shift worker, who is unable to work the full day or shift for reasons beyond his control, shall be paid for one-half (1/2) a day if he works less than four (4) hours, and for a full day, if he works more than four (4) hours.

A pieceworker who will lose more than one (1) hour of work for reason of failure of the Company to supply a skidder, shall be paid for all hours lost in excess of one (1) hour at the rate for Feller, Limber, Tree Length Skidding, provided he reports to the supervisor, remains available, and accepts alternate day work, if so requested by the Company.

In the case of time lost in excess of one (1) hour for reason of lack of assignment to a cutting area, and/or time required in excess of one (1) hour to travel from one assigned cutting area to another, payment shall be made for all hours lost.

- 11.04 (b) A day or shift worker who reports for work at his scheduled starting time and is unable to commence work due to reasons beyond his control, shall receive four (4) hours pay at his regular rate provided he remains available for two (2) hours from his scheduled starting time, accepts alternate work if so assigned and commences regular work when conditions permit.

If regular or alternate work commences in the first half of the shift on the first or subsequent days, the above payment shall not be made and the provisions of Section 11.04 (a) will apply. Should the employee work any of the hours in the second half of the shift, he shall receive four (4) hours pay for such hours. The Company will commence regular work as soon as conditions permit.

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 11.03 (d) shall not apply, providing there is a break of at least eight (8) hours between shifts.

Notwithstanding the provisions above governing payment of four (4) hours, such payment shall not be made for the second and subsequent consecutive days in the event the Company gives notice that no work is available, a minimum of eight (8) hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee, he may exercise his seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, he shall be laid off and given eight (8) hours pay in lieu of two (2) days notice. If he does exercise his seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight (8) hours pay in lieu of two days notice. In neither case may any such employee be permitted to exercise seniority outside the camp unit until the third consecutive day following the day notice is given.

Should an employee elect to take leave of absence in lieu of exercising seniority under this Article, he shall be permitted to exercise his seniority on his return to work.

Notification and reporting procedures shall be established locally.

11.05 (a) Time worked by an employee in excess of eight (8) hours per day or shift or outside his regular shift, and the first eight (8) hours worked by an employee on Sunday, or his designated "sixth day" (Saturday or Monday) shall be paid for at the rate of time and one-half.

Time worked by an employee in excess of eight (8) hours on Sunday or his designated "sixth day" (Saturday or Monday) shall be paid for at the rate of double time.

Overtime work required in a camp unit will be distributed on as equal a basis as possible among the employees in the camp unit who normally perform the work in the classifications requiring the overtime.

For calculating overtime pay, shift differentials shall not be considered as part of an employee's applicable hourly rate.

11.05 (b) Employees in the classifications specified below may be required to work in excess of eight (8) hours per day or shift and forty (40) hours per week, Monday to Sunday inclusive, and are not subject to the other provisions of Article XI:

- (a) Cook / Choreboy
- (b) Second Cook / Choreboy
- (c) Cookee / Choreboy
- (d) Watchman

For employees in the job classifications listed above, the hours of work per day or shift and per week will be scheduled as follows:

1) The regular work day or shift shall be eight (8) consecutive hours, mealtime excepted. However, the work day or shift of eight (8) hours may be scheduled in any twelve (12) hour period divided into not more than two (2) parts, provided there is a break of at least eight (8) hours between shifts worked.

The scheduled work week shall consist of five (5) consecutive shifts Monday to Friday inclusive or Tuesday to Saturday inclusive.

2) Time worked in excess or outside of the scheduled eight (8) hours per day or shift, all hours worked in excess of his scheduled work week, and all hours worked on the "sixth day" (Saturday or Monday) and on Sunday, shall be paid for at the rate of double time. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

3) An employee in the above listed classifications who is unable to work the full day or shift for reasons beyond his control, shall be paid for one-half day if he is available at the start of his scheduled shift, and for one full day, if he remains available for the start of the second half of his scheduled shift.

4) The scheduled hours per day or shift shall be posted on Friday of the previous week. Scheduled overtime day or shift for the "sixth day" or Sunday shall be posted on the preceding Thursday. The starting and stopping times shall remain fixed during the weekly period subject to the following:

An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When an employee reverts to his original shift, he will be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked.

- 5) If an employee who has completed his scheduled work week is called back for his "sixth day" or Sunday, he shall be provided a minimum of eight (8) hours work and be paid at time and one-half provided he remains available if so requested by the Company.
- 6) When a second shift is scheduled for employees in the above listed classifications, they shall be paid a shift differential of fifty-six cents (\$0.56) per hour for each second shift worked.
- 7) The present standard of service by choreboys shall be maintained.

11.06 Travelling Time shall not be considered as time worked. Travelling time shall be paid for as stipulated in the Travelling Time Section of the Wage Schedule of this Agreement.

11.07 An employee, who is called out for work after completing his day or shift, or more than one (1) hour before the start of his day or shift, shall receive time and one-half for the hours worked, but in no case shall he receive less than four (4) hours pay at straight time. When the call-out for work is within the one (1) hour period prior to the start of his day or shift, he will be paid time and one-half from the starting time of the call-out to the scheduled starting time of his day or shift. Where the employee continues to work into his day or shift, the provisions of Section 11.05 (a) shall apply after he has completed eight (8) hours of work exclusive of the time worked prior to his starting time.

An employee who is called out for work on his "sixth day" (Saturday or Monday) or Sunday, shall be paid at the appropriate overtime rate as set out in 11.05 (a) from the starting time of the call-out, but in no case shall he receive less than four (4) hours pay at the rate of time and one-half.

ARTICLE XII - SENIORITY

12.01 The Company recognizes the principle of seniority. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, lay-offs and recalls after lay-offs.

An employee who has established seniority and is then employed on a full-time basis by the Union shall retain his seniority for a period not exceeding twelve (12) months.

12.02 Employment of any new employee shall be considered as probationary until he has worked thirty (30) days within a six month period. Thereafter Article 12.01 shall apply and the employee shall be credited with thirty (30) days of accrued seniority.

12.03 (a) Seniority will be applied on a Company wide basis in recalls, promotions, transfers from camp to camp and lay-offs.

When lay-offs are required due to the completion of seasonal operations, or a part thereof, each of the employees so affected will be permitted to exercise his seniority and transfer to a job for which he is qualified, provided that, having received advance notice in accordance with Section 12.04, he advises the Company, prior to the effective date of the advance notice and in writing on forms to be supplied by the Company, of his desire to transfer or to be laid off.

The Company will provide the Union Grievance Committee, prior to the intended lay-off, with a list of jobs filled by employees with less seniority than those employees given notice.

12.03 (b) In transfers from one job classification to another, senior employees shall receive first consideration. In such cases, an employee shall receive the rate for the job to which he is transferred. In case of a temporary change to a lower job classification, the employee shall retain the rate for his previous job classification. For determining the rate of pay for pieceworkers transferred to day work jobs, the rate specified for Feller, Limber, Tree-length Skidding shall apply, or the rate of the job classification, whichever is the higher.

12.03 (c) The Company, when filling vacancies, will do so from within the bargaining unit in accordance with Article XII. Notice of impending vacancies will be posted on the camp bulletin board for at least five (5) working days.

It is agreed however, that temporary appointments may be made without posting for filling vacancies of less than three (3) calendar weeks' duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs unless they apply in writing within this five (5) day period.

In the filling of vacancies, the Company will award the posted jobs to the most senior qualified applicant. Qualified shall mean having the ability, knowledge, training and skill to perform the normal requirements of the job. Employees who had been previously considered qualified to perform the work in question but over time, have become unfamiliar with it thereby affecting their ability to perform to an acceptable standard, will be allowed five (5) working days to re-qualify (or a further time as may be mutually agreed, if further training time is required). Failure of an employee to re-qualify shall entitle him to return to his former job without loss of seniority or benefits.

The Company shall post notices in Camps showing the names of successful applicants for all posted vacancies and newly created jobs.

12.03 (d) A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, and/or a leave of absence not exceeding thirty (30) work days, shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 12.03 (c) and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp, In the event that a vacancy is not filled from within the camp unit, it shall be filled on a Division basis.

The employee who had occupied the job upon his return to work shall once again occupy the job that he had filled prior to vacating for any of the reasons set forth above provided however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of lay-

off from his former job, has exercised his seniority on this particular job.

- 12.03 (e) Successful applicants will be required to fill the vacancy for which they have applied and remain in that position for a minimum period of **three (3)** months or the term of the job whichever is less. The employee would only be moved from the position in the case of bumping or layoff.
- 12.04 In case of lay-off which is to exceed two (2) working days, the Company will notify, in writing, the men intended to be laid off, at least two (2) working days in advance, with a copy of such said notice to the Union Grievance Committee. The Company agrees that all reasonable effort will be made to give employees as much advance notice of lay-off as possible.
- 12.05 When the approximate time of recall is known at the time of lay-off, employees leaving camp will be informed of such approximate date at that time. But in all cases, notice in writing will be sent to an employee at his given address at least fourteen (14) days before he is required to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified, unless other arrangements have been made in writing.
- 12.06 The Company agrees to submit to the Union Office by January 31st of each year a list, in duplicate, of employees covered by this Agreement.
- This list will show each employee's occupation, address, and Company service in days as specified in Section 6.03 as at December 31st of the previous year.
- 12.07 A list shall be prepared and posted monthly in each camp, showing the seniority order of the employees.
- 12.08 An employee's seniority shall be broken and his name removed from the Seniority list if he:
- 1) Quits voluntarily.
 - 2) Is discharged and not reinstated.
 - 3) Fails to report to work following recall, as provided in Section 12.05 of this Article.
 - 4) Fails to return from a leave of absence on the date specified, unless his return to work is prevented by circumstances beyond his control.
 - 5) Retires.
 - 6) Is laid off for thirty-six (36) months or more.
 - 7) Is absent without permission for three (3) consecutive days unless such absence is for reasons beyond his control and he has taken reasonable steps to advise the Company.
- 12.09 Any employee promoted or transferred to a position with the Company outside the bargaining unit shall retain his seniority for a period not exceeding twelve (12) months from the date of promotion or transfer and shall have the right to exercise his seniority in accordance with all the provisions of this Article upon proof of Union Membership in good standing. Supervisory personnel who are generally employed on seasonal operations and who have not acquired seniority, in accordance with this Article, may be placed on jobs listed in the bargaining unit

during the off-season, provided that this does not interfere with the application of seniority of any employee. Such personnel shall apply for Union membership prior to being placed on the job and maintain their Union membership in good standing.

- 12.10 When jobs are discontinued, affected employees shall be offered alternate employment on remaining jobs, in accordance with Article XII, to meet the Company's labour requirements and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company.

It is understood and agreed that senior employees who are provided with notice of layoff due to a curtailment of operations and who are not qualified to operate any of the remaining equipment will be entitled to displace a junior employee in the position of their choice and will be provided with reasonable training to perform the work to an acceptable standard. Senior employees so affected will not be allowed to displace junior employees whose occupation requires a provincial or federal certificate i.e.; trades people, truck drivers, etc.

The rights of a senior unqualified employee to displace to a position of choice will not apply for temporary layoffs the duration of which is two weeks or less. In these circumstances, the senior employee will be assigned alternate work of the Company's choosing.

Severance Allowance

- 12.11 An employee with one (1) year or more of employment for whom no job is available because of mechanization, technological changes or automation can, upon termination, elect to receive a severance allowance of one and one-half (1½) weeks' pay for each year of employment during his last period of employment (up to the date of termination) computed on the basis of 40 straight time hours at the employee's regular rate.

It is understood that an employee who chooses to receive his severance allowance shall be terminated from his employment waiving his recall rights pursuant to this agreement.

ARTICLE XIII - BULLETIN BOARDS

- 13.01 The Union shall have the right to post notices dealing with Union affairs on the bulletin boards of the Company, such notices to have approval of the **Camp** Foreman before such posting.

ARTICLE XIV - MEDICAL, SURGICAL, DRUG AND HOSPITAL CARE PLANS

- 14.01 (a) Effective first of the month following date of ratification, for each employee on the payroll who has established seniority in accordance with Article XII, the Company will provide an extended Health Care Plan (major medical insurance benefits) paid in full by the Company. The plan will cover students to age 25.
- 14.01 (b) The Company will maintain coverage for employees who are off work due to a Worker's Compensation claim or a Short Term Disability claim for up to a period of 12 months. Notwithstanding the above, the employees may maintain coverage at their own cost, during periods of layoff or when absent from work and in receipt of W.S.I.B. or L.T.D. benefits.

It is understood that the election of the option must be made at the time of layoff or when the initial 12 month period is elapsed on forms provided by the Company.

- 14.01 (c) The Company will continue coverage for a laid off employee to the end of the month in which he was laid off. Coverage will resume on the date the employee returns to work from layoff.
- 14.01 (d) The Company will compensate an employee when a fee is charged by a physician for a completion of a medical certificate required to support a claim for benefits pursuant to the Weekly or Long Term Disability Plans. Such payment shall be to a maximum amount of Fifty Dollars (\$50.00) per certificate effective date of ratification, and will be initiated upon presentation of a receipt from the attending physician.
- 14.01 (e) Brand name prescription drugs will be reimbursed at 80%. Generic brand prescription drugs will be reimbursed at 100%. Brand name drugs will only be reimbursed at 100% provided there is 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 participant.

ARTICLE XV - LIFE INSURANCE

- 15.01 The Company will provide Seventy-Five Thousand Dollars (\$75,000) of Life Insurance for each employee while actively employed. Effective September 1st, 2008, the Company will provide eighty-five thousand dollars (\$85,000) of Life Insurance for each employee while actively employed. The Company will pay 50% of the premium cost and the cost to the employee will not exceed Thirty Cents (\$0.30) per Thousand Dollars (\$1,000) per month. The Plan forms part of this Agreement and is attached hereto as Appendix "III".

For an employee who is not actively at work on that date, the increase in insurance will become effective on the date he returns to active employment.

ARTICLE XVI - WEEKLY INDEMNITY

- 16.01 Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan. The Plan will provide seventy percent (70%) of weekly earnings [forty (40) hours times an employee's regular rate and pieceworkers forty (40) hours times the Feller, Limber, Tree Length Skidding hourly rate] up to a maximum of Five Hundred and Ninety Dollars (\$590) weekly, to commence on the first day in case of a non-compensable accident and after three (3) continuous days from the commencement of a disability due to sickness or on the date when admitted to a hospital within the first three (3) days of illness. In the case of day surgery, the employee will be covered from the first day. In all cases, the period of disability will continue up to a maximum of fifty-two (52) weeks. The Plan forms part of this Agreement and is attached hereto as Appendix "IV". In case of day surgery, the employee will be covered from the first day.

Effective September 1st, 2006, the Plan will provide a maximum weekly disability benefit of Six Hundred Dollars (\$600.00) for all new claims for employees actively at work on that date. Effective September 1st, 2007, the Plan will provide a maximum weekly disability benefit of Six Hundred and Ten Dollars (\$610.00) for employees actively at work on that date. Effective September 1st, 2008, the Plan will provide a maximum weekly disability benefit of Six Hundred

and Twenty (\$620.00) for employees actively at work on that date.

For an employee who is not actively at work on the effective date or dates of the changes, the increase in benefit will become effective on the date he returns to active employment.

If an employee covered by the Weekly Indemnity Plan suffers a disability for which payment is in dispute with the W.S.I.B., Weekly Indemnity payment will be made retro-actively if requested by the employee and provided he has been off work for at least one (1) month due to the disability without W.S.I.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.S.I.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund or insurance Company.

ARTICLE XVII - BEREAVEMENT PAY

17.01 When death occurs to a member of an employee's immediate family, that is an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grand-father, grand-mother, son-in-law, daughter-in-law or grand-child, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate [Piecworkers, eight (8) times the Feller, Limber, Tree-length Skidding hourly rate] for time lost up to a maximum of three (3) days or up to a maximum of five (5) days, on the death of an employee's spouse, children, father or mother. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. Pay will be granted for the scheduled work days lost during this period.

Any claims for bereavement pay must be submitted by the employee to the Company in writing, along with proof of bereavement in the employee's immediate family.

It is understood that for purposes of this Article step-relatives will be considered the same as blood relatives.

ARTICLE XVIII - JURY DUTY/SUBPOENAED WITNESS ALLOWANCE

18.01 In the case of an employee who is called for jury service or subpoenaed to act as a witness in any criminal or civil matter in a recognized court of law, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate [Piecworkers eight (8) hours pay based on the Feller, Limber, Tree-length Skidding hourly rate] and the payment he received for such service. The employee will present proof of service and of pay received therefore, when making his claim for such allowance.

ARTICLE XIX - DENTAL CARE PLAN

19.01 The Company will provide a dental plan, with participation compulsory for all employees, on the following basis:

- 1) Eligibility

Participation in this plan is limited to employees who have accumulated sixty-five (65) days of seniority with the Company.

2) Plan Design

- a) Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.
- b) Services and benefits as provided in Blue Cross Rider No. 2 (50%).
- c) Orthodontic Services and Benefits as provided in Rider No. 3 (with 50% reimbursement) to a lifetime maximum of \$1,000 per insured family member.

Effective September 1st, 2000, the maximum for Class 1 and Class 2 expenses will be increased to \$1,500.00 per family member, per year.

Effective September 1st, 2004, the Plan will be amended to provide for 2003 schedule of fees.

Effective September 1st, 2006 amend the Plan to provide for a one-year time lag in the ODA schedule of fees.

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to lay-off or Leave of Absence, but in no case beyond the end of the month following the month in which such absence commenced.

3) Administration

The Plan will be administered in accordance with an appropriate contract or set of procedures reflecting the plan design outlined in Item 2 above. The Decision as to the choice of administrative vehicle from among service carriers, insurance companies or self-administration will be made by the Company on the basis of appropriate study of these alternatives.

4) Premiums

The premium cost of this plan shall be paid by the Company.

5) Integration

The Plan will not provide like benefits where such are currently being provided by Federal or Provincial Legislation.

If during the life of this Agreement, Federal or Provincial Government shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

ARTICLE XX - LONG TERM DISABILITY PLAN

20.01 The Company will provide and pay the premium cost of a Long Term Disability Plan. The Plan forms part of this Agreement and is attached hereto as Appendix "V".

ARTICLE XXI - PENSION PLAN

- 21.01 (a) The Defined Contribution Pension Plan will continue during the term of this Agreement as amended by the Memorandum of Agreement signed on January 26th, 2006.
- (b) Effective September 1st, 2006, each unit will be increased to Ninety-Five dollars (\$95.00) per month. Effective September 1st, 2007, each unit will be increased to One Hundred dollars (\$100.00) per month. Effective September 1st, 2008, each unit will be increased to One Hundred and Five dollars (\$105.00) per month.
- (c) The pension plan text forms part of this Agreement.
- (d) When an employee is off on WI or WSIB for 30 days or more, he will have the option to put in his contribution as per the current Collective Agreement to the Pension Plan for a period of six (6) months.

ARTICLE XXII - VISION CARE

22.01 The Company will provide a Vision Care Plan which will provide for expenses incurred by an employee and/or his covered dependants when recommended by a physician or optometrist as follows:

Frames, lenses and the fitting of prescription glasses, including contact lenses will be covered to a maximum of \$160 per family member in any two consecutive calendar years.

Effective September 1st, 2006, increase from \$160.00 to \$170.00 per family member in any two consecutive calendar years.

Effective September 1st, 2007, increase from \$170.00 to \$180.00 per family member in any two consecutive calendar years.

ARTICLE XXIII - PAID EDUCATIONAL LEAVE

23.01 Effective the first of the month following date of ratification, provide for one cent (\$0.01) per regular hour worked to the Educational Fund.

Effective September 1st, 1999, increase to two cents (\$0.02) per regular hour worked.

Effective September 1st, 2000, increase to three cents (\$0.03) per regular hour worked.

ARTICLE XXIV – BENEFITS GENERAL

24.01 The Company will provide the opportunity to employees on LTD and WSIB over one (1) year, employees who retire early (up to age 65) and employees on temporary lay-off up to six months (the six months starts the month following the month of lay-off), the option of maintaining medical and dental plan coverage provided employees pay the required monthly premiums.

SIGNED AT TIMMINS, ONTARIO, THIS 26th DAY OF JANUARY, 2006.

For the Company
Abitibi-Consolidated Company of Canada
Ontario-East Woodlands

For the Union
United Steelworkers Local 1-2995

Robert G. Tomchick

Roland Laurin

Jean-Pierre Cousineau

Daniel Bellehumeur

Jennifer Tallman

Alain Fortin

Kyle Aird

Étienne Gagnon

Guy Bourgouin

APPENDIX I - WAGE SCHEDULE

POSITION NUMBERS

IROQUOIS FALLS DIVISION

SEPTEMBER 1st, 2005 to NOVEMBER 30th, 2009

PART I - DAYWORK CLASSIFICATIONS

RATE PER HOUR

Sept. 1/06 to Aug. 31/07	Sept. 1/07 to Aug. 31/08	Sept. 1/08 to Nov. 30/09
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A) HOURLY RATES

Classification

Bull Cook or Choreboy	\$25.05	\$25.55	\$26.19
Bus Driver	\$25.12	\$25.63	\$26.26
Carpenter (Qualified)	\$29.34	\$29.92	\$30.68
Cook (1 - 20 men)	\$26.59	\$27.12	\$27.80
Cook (over 20 men)	\$26.97	\$27.51	\$28.20
Cook (Second)	\$26.22	\$26.75	\$27.43
Cookee	\$24.72	\$25.22	\$25.86
Electrician "A" class	\$29.34	\$29.92	\$30.68
Electrician "B" class	\$27.37	\$27.91	\$28.62
Electrician Helper "A"	\$25.23	\$25.74	\$26.39
Feller , Limber, Tree-length Skidding	\$25.64	\$26.16	\$26.80
Fire Patrolman	\$24.53	\$25.02	\$25.65
Handyman	\$25.15	\$25.66	\$26.29
Labourer (General)	\$24.53	\$25.02	\$25.65
Mechanic Helper	\$24.72	\$25.22	\$25.86
Mechanic Helper class "A"	\$25.23	\$25.74	\$26.39
Mechanic II	\$26.23	\$26.76	\$27.44
Mechanic I	\$27.37	\$27.91	\$28.62
Mechanic Class "A"	\$29.34	\$29.92	\$30.68
Mechanic Class "A"-1	\$29.72	\$30.32	\$31.08
Mechanic Lead	\$29.86	\$30.45	\$31.22
Bulldozer Operator "A"	\$26.96	\$27.50	\$28.19
Bulldozer Operator "B"	\$26.19	\$26.72	\$27.38
Operator, Crane (with certificate)	\$27.22	\$27.77	\$28.47
Operator, Crane (without certificate)	\$26.64	\$27.18	\$27.85
Operator, Front End & Overhead Loader	\$25.92	\$26.44	\$27.10
Operator, Hough 90 - 70	\$25.91	\$26.43	\$27.09
Operator, Hydraulic Tree-length loader	\$26.64	\$27.18	\$27.85
Operator, Hydraulic Backhoe	\$26.64	\$27.18	\$27.85
Operator, Feller-buncher	\$26.47	\$27.00	\$27.68
Operator, Grapple Skidder	\$25.82	\$26.33	\$27.00
Operator, Mechanical Skidder, Wheeled Type	\$25.63	\$26.15	\$26.79

A) HOURLY RATES

Classification	Sept. 1/06 To Aug. 31/07	Sept. 1/07 To Aug. 31/08	Sept. 1/08 To Nov. 30/09
Operator, Mechanical Slasher	\$25.92	\$26.44	\$27.10
Operator, One Man Slasher, Tracked	\$26.47	\$27.00	\$27.68
Operator, One Man Slasher, Wheeled	\$25.92	\$26.44	\$27.10
Operator, Power Grader	\$25.92	\$26.44	\$27.10
Operator, Power Saw, Non Productive	\$25.05	\$25.55	\$26.19
Operator, Pump	\$24.72	\$25.22	\$25.86
Operator, Tree-length Forwarder	\$26.09	\$26.61	\$27.28
Operator, Rail Delimber	\$26.47	\$27.00	\$27.68
Snowmobile Driver	\$25.00	\$25.50	\$26.14
Truck Driver, Float	\$25.87	\$26.38	\$27.05
Truck Driver (hauling butt and top loads)	\$25.98	\$26.50	\$27.16
Truck Driver (hauling multiple trailers)	\$26.22	\$26.75	\$27.43
Truck Driver, Single Axle hauling on body	\$25.12	\$25.63	\$26.26
Truck Driver, Tandem Axle	\$25.52	\$26.03	\$26.68
Truck Driver, Tandem Axle (hauling trailer)	\$25.80	\$26.31	\$26.98
Truck Driver, Tandem Axle (hauling trailer over 102 inches wide)	\$25.87	\$26.38	\$27.05
Truck Driver, Snow Plowing	\$25.53	\$26.04	\$26.69
Watchman, Camp & Night	\$24.80	\$25.29	\$25.93
Welder Helper	\$24.72	\$25.22	\$25.86
Welder Helper, Class "A"	\$25.23	\$25.74	\$26.39
Welder II	\$26.23	\$26.76	\$27.44
Welder I	\$27.37	\$27.91	\$28.62
Welder Class "A"	\$29.34	\$29.92	\$30.68
Welder Lead	\$29.86	\$30.45	\$31.22
Deckhand	\$24.80	\$25.29	\$25.93

B) POWER SAW RENTAL

A day worker using his power saw at Company request will be paid a power saw rental of:

	<u>Rate</u>
Per 8-hour day or shift when felling and limbing	\$15.00
Per 8-hour day or shift when bucking at a landing, on a skidding operation	\$15.00

If he is unable to work the full day or shift for reasons beyond his control, he will be paid one-half day's rental when he works less than four hours and a full day's rental when he works more than four hours.

C) EMPLOYEE TRAINING

An employee, who is assigned to train another employee or employees, shall be paid his regular rate plus thirty cents (\$0.30) per hour during the training assignment. Pieceworkers shall be paid at the Feller, Limber rate, plus thirty cents (\$0.30) per hour.

D) SILVICULTURAL WAGE SCHEDULE

	09/01/06	09/01/07	09/01/08	
		To	to	to
	08/31/07	08/31/08	11/30/09	
a) <u>Hourly Rates</u>				
<i>Classification</i>				
Tree Planter (Position 500)			\$23.15	\$23.62 \$24
Labourer (Position 505)				\$23.15 \$23
	\$24.21			
Crew Leader				\$0.35 in addition to regular hourly rate
b) <u>Piecework Rates</u>				
<i>Manual Planting - Site Prepared</i>				
Bare Root Stock	\$.10			
Tubed Seedlings (Paper Pots)	\$.08			
<i>Manual Planting - Site Unprepared</i>				
Bare Root Stock	\$.11			
Tubed Seedlings (Paper Pots)	\$.09			

PART II - TRAVELLING TIME

1. Travelling time from camp to the working place may consist of riding time, walking time, or any combination of the two.

When calculating travelling time, walking time shall be based on the rate of one quarter of a mile equal to five (5) minutes and shall be added to applicable riding time.

2. A pieceworker, paid on any other basis other than a rate per cubic meter, shall be paid for travelling time, from the camp to the work site, in excess of one-half (1/2) hour each way at feller limber rate of pay.
3. A day worker shall be paid for travelling time, from the camp to the work site, in excess of one-half (1/2) hour each way, at his regular rate of pay.
4. Travelling time computed as per Items 2 and 3 above shall be credited not less than once per pay period.
5. The Company will limit the actual walking distance to 1 1/2 miles as much as possible.

PART III - TRAVEL ALLOWANCE

Travel time to live-in camps - Detour Lake and Tomlinson

	<u>Rate</u>
0 - 80 km	\$8.00 per week
81 - 161 km	\$12.00 per week
161+ km	\$16.00 per week

PART IV - COOKERY SCHEDULES

It is agreed that where cafeteria style kitchens are established in a camp with the following equipment: Steam Tables, Propane, Oil or Electric Stoves; Mechanical Dishwashers; Bread Slicer; Meat Slicer and Meat Grinder; Bread and Pastry Mixer; Potato Peeler and other necessary equipment for the operation of a cafeteria style cookery, the schedule shall be as follows:

<u>No. of Persons Eating</u>	<u>Classification</u>
1 - 10	1 Cook/Choreboy
11 - 30	1 Cook/Choreboy 1 2 nd Cook/Choreboy
31 - 45	1 Cook/Choreboy 1 2 nd Cook/Choreboy 1 Cookee/Choreboy

As per the Agreement to operate the mini-camp(s) on a four (4) day week basis, kitchens will be closed Friday to Sunday inclusive.

It is agreed that two (2) meals per operating day will be sewed from 6:00 am to 8:00 am and 5:00 pm to 8:00 pm.

It is further agreed that the above camp force may be varied to the half-way point, up or down, for short periods.

PART V - THREE SHIFT OPERATION

In addition to the provisions of Article XI - Hours of Work, the following shall apply:

The Company will endeavour to change shifts as quickly as possible and provide suitable shelter for men changing shift.

A minimum of 20 minutes for lunch will be allowed during each shift.

The Company will endeavour to serve meals as follows when operating a three shift basis:

- (a) The regular breakfast will be sewed at 6:00 a.m. for the regular day crew and shift workers working the day and afternoon shifts.
- (b) Breakfast will be served at 8:00 a.m. for men coming off night shift at 7:00 a.m. and at this

meal, meats and vegetables will be served.

- (c) The regular dinner will be served at 12:00 noon.
- (d) The regular supper will be served at 6:00 p.m.
- (e) For men coming off afternoon shift at 11:00 p.m., a meal will be served at 12 midnight.

The Company will continue past practices with respect to serving food to men going on 11:00 p.m. shift.

Where more than 10 men and less than 20 men are fed in the cookery at night, a cookee will be assigned.

Where 20 or more men are fed in the cookery at night, a cookee will be assigned and a second cook will be added to the cookery schedule, and assigned with the cookee at night.

Lunch Time for Truck Drivers

The Company agrees that lunch time, on two shift haul, will be reduced to ½ hour, except where prevented by mill unloading schedules.

PART VI - COMMUTERS

- 1) Employees who work on commuter operations will be paid as follows:

<u>Distance Travelled (one way)</u>	<u>Rate</u>
0 - 45 km	\$0
46 - 90 km	\$8.00 per day
91 - 135 km	\$20.00 per day
136+ km	\$25.00 per day

- 2) In lieu of being provided board and lodging in a camp for each day that he is available for work as per his scheduled work week (including overtime days), he shall continue to receive the commuter allowance for the term of the Agreement or until such time that:
- i) He returns in accordance with the provisions of Article XII - Seniority, to employment in a camp where board and lodging is made available to him.
 - ii) He has established himself as a resident of that particular commuting area of operations.
 - iii) He is laid off in accordance with the provisions of Article XII - Seniority.
- 3) The Company will arrange to provide free transportation from a designated marshalling point or points, to and from the parking site or sites in the operating areas.
- 4) The Company agrees to provide car plug-ins at each Terminal point.
- 5) Vacancies on commuter operations will be filled in accordance with Article XII - Seniority.

- 6) An employee who has successfully applied for a job on commuter operations may return to camp living operations in accordance with the seniority provisions of the Agreement, only when there is a vacancy or when he is subject to be laid off.
- 7) Day work classifications on commuter operations (Iroquois Falls) will be open to camp employees and commuters alike in accordance with seniority.
- 8) The Company will provide adequate waiting shacks for all commuters at debarkation points. Such shacks to be heated as required. Adequate toilet and washroom facilities will also be provided for all day workers.
- 9) Time spent by pieceworkers or day workers travelling on the Company transportation vehicle from a marshalling point to a parking site plus time spent walking from the parking site to place of work, in excess of one-half hour each way shall be paid for on the following basis:
 - a) Day workers at their regular rate of pay.
 - b) Pieceworkers at Feller Limber rate.

Walking time based on the rate of one quarter of a mile equals five (5) minutes shall be added to the riding time. Travelling time so computed shall be credited not less than once per pay period.

- 10) Employees' residence will be considered as being the town where his/her mail is received. Distances will be measured from the Town Hall to either the Marshalling Point where Company transportation is provided or where work begins.

PART VII - TRADE APPRENTICESHIP PROGRAM

1. Apprenticeship openings will be filled in accordance with the provisions of Section 12.03(c) (job postings). Employees who meet the educational level specified by the Apprenticeship Act will qualify.
2. There will be a probationary period of up to thirty (30) working days prior to entering into an apprenticeship agreement, during which time the employee may return, or, failing to display the necessary mechanical aptitude, be returned to his former job without loss of seniority.
3. Any apprentice who fails to satisfactorily complete the Ontario Apprentice program may be retained in this classification and allowed to progress to Mechanic I without prejudice.
4. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfil the obligations of the contract, including necessary training periods in a vocational school.
5. The apprentice may receive a weekly training allowance from the government while attending a Trade School Course. The Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay. Calculation of the Company's portion will be based on the government allowance for an apprentice who is able to live at home while attending the Trade School.

If the apprentice is required to live away from home in order to attend a Trade School, he will receive the Company pay supplement referred to above in addition to any increased allowance paid by the government to an apprentice living away from home while attending school.

An apprentice's entitlement to Vacation with Pay, Paid Holiday pay, Weekly Indemnity, Funeral and Bereavement Leave will not be affected by his attendance at a Trade School, nor will his participation in any employee welfare plans in which he is enrolled.

6. Providing a Tradesman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such certificate and receive the "A" rate immediately following his course of studies and notification that a Trade Certificate will be issued.
7. If an apprentice is entitled to a reduction in the term of his apprenticeship because of academic achievement, he shall enter his apprenticeship at the proper category as per the Job Description.

PART VIII - JOB DESCRIPTIONS

A) MECHANICS

HELPER

Required to work as an assistant to other mechanics as assigned. Shall be upgraded prior to or at the end of a one year period to Helper Class "A". A helper will commence to accumulate common mechanical tools.

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period, be placed in other suitable employment.

HELPER CLASS "A"

He shall, under the direction of mechanics of a higher classification, work on all types of equipment used on woods operations: shall be capable of performing the following jobs independently: tire repair, wash jobs, greasing and oiling service.

A helper entering the trade at this level will commence to accumulate common mechanical tools.

He shall be upgraded prior to or at the end of a one year period to Mechanic II.

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period, be placed in other suitable employment.

MECHANIC II

He shall be capable under direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations. It is expected that eligible personnel shall put forth every effort to obtain a Provincial Trade Certificate.

MECHANIC I

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

Where a present mechanic or a person subsequently hired has no certificate but has had special training and/or is assigned on only one type of equipment, he will automatically be rated as a Mechanic I.

MECHANIC CLASS “A”

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

He must be in possession of a Provincial Trade Certificate recommended by the Ministry of Labour of Ontario.

Mechanics presently employed in this classification will not be required to have a Certificate.

MECHANIC CLASS “A-1”

In addition to fulfilling all of the qualifications of a Mechanic Class “A” and being in possession of a Provincial Trade Certificate, he shall have had advanced theoretical and practical training in equipment sub-systems or be in possession of both a motor vehicle mechanic certificate and a heavy duty equipment mechanic certificate recognized by the Ministry of Labour of Ontario.

MECHANIC LEAD

A Mechanic Lead is appointed as the need arises, must possess the qualification set out under Mechanic Class “A” and in addition, shall be capable of leading other mechanics.

Mechanics presently employed in this category are not required to have a Provincial Trade Certificate.

B) WELDERS

HELPER

Required to work as an assistant to welders as assigned. He shall be upgraded prior to or at the end of a one year period to Helper Class “A”. In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

HELPER CLASS “A”

He shall be capable under direction of performing the following:

- 1) Oxyacetylene and electrical welding in flat positions with opportunity of working in other positions.
- 2) Cutting, soldering and brazing.

He shall be upgraded prior to or at the end of a one year period to Welder II. In the event that he fails to display the necessary aptitude for further training, he may at any time during this period, be placed in other suitable employment.

WELDER II

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall also have an understanding of types of flames, oxydizing and carbonizing.

WELDER I

Shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing both types of welding in all positions with all metals used on woods operations.

He must assume responsibility for all work performed by himself or his assistants.

WELDER CLASS "A"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall have an understanding of types of flames, oxidizing and carbonizing.

He shall be proficient in both types of welding in all positions with all metals used on woods operations.

He must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He must be in possession of the necessary Trade Certificate.

Welders presently employed in this classification will not be required to have a Trade Certificate.

WELDER LEAD

A Welder Lead is appointed as the need arises and must possess the qualifications set out under Welder Class "A" and in addition, shall be capable of leading other welders.

Welders presently employed in this category are not required to have a Trade Certificate.

PART IX - TRADESMEN'S TOOLS

Tradesmen will furnish all hand tools common to the trade. Mechanics will furnish spanners up to 1¼"

opening, sockets up to and including ½” drive and 1¼” opening, adjustable wrenches up to 18” in length, hammers, chisels, punches and screw drivers. The Company agrees to replace any personal tools broken in service provided that such broken tools are returned. The Company agrees to provide tools to tradesmen at cost. The Company will provide on loan, any special tools including power driven tools, testing and measuring instruments and gauges, pullers, sockets over ½” drive, spanners over 1¼” opening.

In the event that the common tools of tradesmen are required to be in metric measurement, such tools shall be provided on loan by the Company.

PART X - ANNUAL REVIEW OF HELPERS AND TRADESMEN

Once each year during the month of November, a group, which is comprised of the Divisional Mechanical Superintendent, Mechanical Foreman and 2 qualified representatives of the Union, will determine by review whether helpers and tradesmen qualify for upgrading. If, in the interim, upgrading is necessary, it will be done by the Divisional Mechanical Superintendent and Mechanical Foreman.

APPENDIX II

LETTERS OF UNDERSTANDING

between

**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS**

(Hereinafter referred to as the “Company”)

and

UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the “Union”)

Appendix II contains the Letters of Understanding as per attached:

1. ROAD CONSTRUCTION
2. RETIREMENT SUPPLEMENTS
3. COMMUTERS
4. VACATION WITH PAY
5. EQUIPMENT CABS AND CLIMATIC CONTROLS
6. RECOGNITION – JURISDICTION
7. ONTARIO WOODSWORKERS DISABILITY BENEFIT PLAN - LONG TERM DISABILITY BENEFIT PLAN
8. LICENCE - TRUCK DRIVERS AND BUS DRIVERS
9. ARTICLE XIV - MEDICAL, SURGICAL, DRUG AND HOSPITAL CARE PLANS
10. PURCHASE AND SALE OF WOOD AT SKIDWAY
11. FOUR DAY LANGUAGE
12. SURGE HIRES

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

and

UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")

ROAD CONSTRUCTION

Re: Road construction limited to loading, hauling and spreading road building aggregate and from time to time, peak work requirements; e.g. production of non-traditional species in isolated areas

In consideration of the seasonal nature of the work to be performed, the Company may contract out this work; however, it is understood that employees will be governed by the terms of this Agreement.

Prior to the commencement of the operation, laid off qualified employees who are on the regular seniority list, shall be offered this work; however, if there are no qualified employees on lay-off, then other employees will be hired to operate this equipment.

It is understood that vacancies on the operations will not be posted. Should a qualified employee be displaced from his job and his only alternative to maintaining employment is to bump on to the operations, he will be allowed to do so provided the company cannot provide alternate employment with the exclusion of tree planting.

Under no circumstances in the application of this letter of understanding, will the Company be required to train truck drivers.

The above employees will be excluded from the following benefits for the first three months of employment.

1. Medical, Surgical, Drug and Hospital Care Plan
2. Weekly Indemnity
3. Bereavement Pay
4. Jury Duty
5. Vision Care

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

Robert G. Tomchick
Jean-Pierre Cousineau
Jennifer Tallman
Kyle Aird

For the Union
UNITED STEELWORKERS LOCAL 1-2995

Roland Laurin
Daniel Bellehumeur
Alain Fortin
Étienne Gagnon

Guy Bourgouin

Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

and

UNITED STEELWORKERS LOCAL 1-2995

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RETIREMENT SUPPLEMENTS

Effective September 1st, 2005, the Company agrees to provide an early retirement payment to employees who retire prior to the attainment of age 65. This opportunity will apply only to employees who reach 60 years of age before November 30th, 2009 and have accumulated 4,000 days of seniority. Employees electing early retirement will be required to advise the Company in writing of their desire to retire at least 30 calendar days prior to their actual retirement date.

Employees making this choice will receive \$500 per month in addition to the continuation of Drug, Supplementary Health Care and Group Life Insurance coverage at Company cost. The above payment and benefits will commence the first of the month following the month in which the employee retires and will continue until the attainment of age 65 or the death of the retiree whichever occurs first.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

For the Union
UNITED STEELWORKERS LOCAL 1-2995

Robert G. Tomchick
Jean-Pierre Cousineau
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Roland Laurin
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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EASTWOODLANDS

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COMMUTERS

The Company and the Union agree to the following:

There are two Marshalling Points 1) the corner of Tomlinson Road and the Translimit Road with the Terminal Point being St. Lambert in the Province of Quebec and 2) the Main Garage with the Terminal Point also being the Main Garage.

The Company will designate the Marshalling Point for each operation. The Company will provide plug-ins at each Terminal Point.

The Company will provide a suitable vehicle at La Sarre to reach the terminal point in St. Lambert. Also, the Company will provide suitable vehicles at Cochrane and Iroquois Falls to reach the terminal point at the Main Garage.

Driving/traveling time between La Sarre and the terminal point in St. Lambert and between Cochrane and Iroquois Falls and the terminal point at the Main Garage shall not be considered hours worked and therefore unpaid.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

For the Union
UNITED STEELWORKERS LOCAL 1-2995

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LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

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VACATION WITH PAY

Employees who have not taken or scheduled their full entitlement of vacation by September 1st, will be scheduled by the Company, and employees who do not work the full year will be required to take their vacation on a pro rata basis of time worked during the year as follows:

12%	=	2.5	days per month at work
10%	=	2.0	days per month at work
8%	=	1.6	days per month at work
6%	=	1.25	days per month at work
4%	=	0.8	days per month at work

The above will also apply to Supplementary Vacations with pay.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

For the Union
UNITED STEELWORKERS LOCAL 1-2995

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LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

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UNITED STEELWORKERS LOCAL 1-2995

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EQUIPMENT CABS AND CLIMATIC CONTROLS

Consistent with the Company's policy to ensure to the utmost extent the safety and physical welfare of employees, the Company will, on the purchase of new bulldozers, loaders, graders and harvesters, provide for suitable cabs with climatic controls. This will include the installation of air conditioning in new buses.

It is further proposed that a committee representing machine operators and management assess the operation of the new cabs and controls and make recommendations as to their application to other new equipment. When leasing equipment, the Company will endeavour to provide cabs with climatic controls, based on availability and economic considerations.

Unit(s) for tree planter transportation will be inspected by Company personnel (one Mechanic and Garage Supervisor) prior to acceptance.

For the Company
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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

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UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")

RECOGNITION - JURISDICTION

This will confirm our understanding that during the term of the Collective Agreement dated September 1st, 2005 to November 30th, 2009, the Company will produce a minimum of 300,000 m³ of wood products annually from limit operations.

However, if circumstances should arise which are beyond the control of the Company, resulting in the Company altering this 300,000 m³ volume and which would affect the employment opportunities of our employees, we will undertake to advise the Union as early as possible and discuss ways and means of providing job opportunities for our employees in accordance with Article XII.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

For the Union
UNITED STEELWORKERS LOCAL 1-2995

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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

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UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")

ONTARIO WOODSWORKERS DISABILITY BENEFIT PLAN LONG TERM DISABILITY BENEFIT PLAN

It is understood that an employee receiving benefits under this Plan will make an application for Disability Benefits under the Canada or Quebec Pension Plan when eligible to do so, and when the employee's disability has been determined as being severe and prolonged by the employee's physician. If the application is approved, benefits under this Plan will then be offset by the amount of CPP/QPP primary benefit received by the employee, retroactive to the date of eligibility as approved by the Canada or Quebec Pension Plan.

For the Company
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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED COMPANY OF CANADA ONTARIO-EAST WOODLANDS

(Hereinafter referred to as the "Company")

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LICENSE - TRUCK DRIVERS AND BUS DRIVERS

The Company will reimburse Truck or Bus Drivers for time lost, if necessary, when summoned by the Ministry of Transportation and Communications to renew their license, where such renewal is required in order to continue their jobs as a Truck or Bus Driver.

For the Company
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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS**

(Hereinafter referred to as the "Company")

and

UNITED STEELWORKERS LOCAL 1-2995

(Hereinafter referred to as the "Union")

ARTICLE XIV - MEDICAL, SURGICAL, DRUG AND HOSPITAL CARE PLANS

If, due to legislative action, any type of corporate assessment is levied to fund any of the above plans, the agreed to amounts will be used first to offset direct costs to the Company and in no case will the Company's contributions exceed the agreed to amounts.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

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For the Union
UNITED STEELWORKERS LOCAL 1-2995

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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS
(Hereinafter referred to as the "Company")**

and

UNITED STEELWORKERS LOCAL 1-2995

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PURCHASE AND SALE OF WOOD AT SKIDWAY

It is agreed that softwoods produced by Third Party Operations on the Limits, may be purchased by the Company, in accordance with the following guidelines:

- 1) Softwoods may be purchased at skidway and will be loaded and hauled by bargaining unit employees.

It is agreed that hardwoods produced by the bargaining unit may be made available for sale at skidway in tree length form and that the purchaser will assume responsibility for all processing and handling from that point onward. It is further agreed that the Company will pay the equivalent amount of union dues at the following rate:

- a) for softwoods purchased - 7.5 cents per m³

In consideration of the above, the Company agrees to expand its current volume agreement with the Union by 10,000 m³. This Letter of Understanding will renew itself on each anniversary date (September 1st of each year) of the Collective Agreement unless either party notifies the other in writing of its desire to renegotiate or cancel this understanding.

For the Company
Abitibi-Consolidated Co. of Canada
Ontario-East Woodlands

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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS**

and

UNITED STEELWORKERS LOCAL 1-2995

FOUR-DAY LANGUAGE

It is understood that this Agreement is supplementary to the Collective Agreement between the parties and is intended to cover the special conditions arising from the re-arrangement of work week and work day schedules.

Hours of Work

It is understood that the work week shall be forty (40) hours per week, ten (10) hours per day, Monday to Thursday.

Shift Schedule

It is understood that the first shift or day shift shall consist of ten consecutive hours, mealtime excepted and shall commence at 7:00 a.m. or after. The night shift or second shift shall consist of ten (10) consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m.

Shift Differential

Shift Differential shall be paid in accordance with the Agreement on second shift.

Reporting Day

For employees scheduled on regular ten (10) hour shifts, one half day shall be interpreted as five (5) hours and a full day shall be interpreted as ten (10) hours.

Overtime

For employees scheduled on ten (10) hour shifts, time and one half shall apply for all time worked in excess of ten (10) hours per shift, and for all hours outside of his regular scheduled hours of work. Double time will be paid after (10) hours of work on an employee's designated day off or Sunday.

Seniority Days

For purposes of this Article, an employee who is working on the modified shift schedule shall be credited with five (5) days in any week in which the four (4) regular shifts are "worked" in accordance with the provisions of Article VI and Article XII.

Holidays with Pay

- (a) Qualified employees not working on a holiday shall be paid for eight (8)

hours at their regular rate of pay, if the holiday falls on their scheduled day off, or ten (10) hours at their regular rate of pay, if the holiday falls on their scheduled work day.

- (b) An employee requested to work on any holiday shall be paid at the rate of time and one-half for his regularly scheduled hours of work, at the rate of double time after his regularly scheduled hours of work. In addition and if qualified, he shall receive ten (10) hours pay in lieu of the holiday.
- (c) Notwithstanding the scheduled shift hours, an employee granted a floating holiday shall receive eight (8) hours pay.

Bereavement Pay

For employees on modified shift scheduling, this clause will be administered on the basis of payment for each regular shift missed, ten (10) hours, but in no event shall the total paid exceed forty (40) hours pay, in the case of death of spouse, children or parents, nor exceed twenty-four (24) hours pay, in the case of death of other specified family members.

Jury Duty or Witness

Employees will be paid the difference between payment received for such duties and their regular pay that they would have received for each scheduled shift lost, ten (10) hours.

For the Company
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Dated at Timmins, Ontario, this 26th day of January, 2006.

LETTER OF UNDERSTANDING

between

**ABITIBI-CONSOLIDATED COMPANY OF CANADA
ONTARIO-EAST WOODLANDS**

and

UNITED STEELWORKERS LOCAL 1-2995

SURGE HIRES

The parties agree that, in recognition of the need at certain times of the year to temporarily increase the work force, the Company can hire new employees with or without equipment, without posting the jobs, and, providing no qualified employees are on lay-off for a period of up to seventy-five (75) days worked. Such employees will be governed by all the terms and conditions of the Collective Agreement, saving and except the following:

Article XIV	Medical, Surgical, Drug and Hospital Care Plans
Article XV	Life Insurance
Article XVI	Weekly Indemnity
Article XVII	Bereavement Pay
Article XVIII	Jury Duty/Subpoenaed Witness Allowance
Article XIX	Dental Care Plan
Article XX	Long Term Disability Plan
Article XXI	Pension Plan
Article XXII	Vision Care Plan

Upon completion of the work required, surge employees will be laid off, and will have no rights to recall or to the job posting procedure. It is not the intent to utilize surge hiring to cause an extended layoff.

For the Company
Abitibi-Consolidated Co. of Canada
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Dated at Timmins, Ontario, this 26th day of January, 2006.

APPENDIX III

ONTARIO WOODS WORKERS GROUP LIFE INSURANCE PLAN

AS AMENDED DECEMBER 1st, 1

1. DEFINITIONS

In this Plan, unless otherwise specifically provided:

- (a) "Employee" means a person in the active employment of the Company.
- (b) "Insurer" means the insurance company or carrier appointed by the Company for the purpose of this Plan.
- (c) "Plan" means the Ontario Woods Workers Group Life Insurance Plan.
- (d) "Company" means Abitibi-Consolidated Company of Canada
- (e) "Insurance" means the amount of life insurance payable upon the death of the employee.
- (f) "Totally Disabled" means wholly and continuously disabled by sickness or an accidental bodily injury which prevents one from engaging in any occupation and from performing any work for remuneration or profit.

2. ELIGIBILITY

- (a) All employees of the Company, who are members or are eligible to become members of the United Steelworkers Union, Local 1-2995 shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to eligible employees who have accumulated 30 days of seniority with the Company.
- (c) Participation in this Plan is compulsory.

3. APPLICATION TO COMPANY

Eligible employees must submit a signed application card to the Company authorizing deduction of the required premium. This signed application card must be returned to the Company before 30 days of seniority have been accumulated.

4. REQUIRED PREMIUM

Each participating employee will contribute 50% of the premium cost of \$0.30 per thousand per month, whichever is the lesser.

5. AMOUNT OF INSURANCE

\$60,000 per employee, or as may be amended.

6. COMMENCEMENT OF INSURANCE

- (a) Insurance commences on the 1st day of the month following accumulation of 30 days of seniority. Employees must be actively at work on this date, otherwise the insurance will commence on the date of return to work.
- (b) For a previously participating employee returning from lay-off or an authorized leave of absence, insurance commences on the 1st day of full time **work**.

7. TERMINATION OF INSURANCE

The insurance under this Plan shall terminate:

- (a) When the employee's employment terminates.
- (b) Up to the end of the month following the month in which the employee is laid off.
- (c) Up to the end of the month following the month in which the employee commences an authorized leave of absence.
- (d) The employee is no longer in receipt of disability benefits under the terms of the Ontario Woods workers Disability Benefit Plan, subject to Section 8.
- (e) The employee retires.

8. CONTINUATION FOR TOTAL DISABILITY

The insurer of this Plan will be required to provide for the continuation of insurance for any "totally disabled" employee whose disability commenced prior to his 65th birthday. This continuation of insurance will not require any premium payments by the employee. Proof of disability satisfactory to the insurer, must be provided at the request of the insurer. Notwithstanding the foregoing, insurance under this provision will terminate on date of retirement, or age 65 whichever first occurs.

9. CONTINUATION DURING SHORT TERM DISABILITY

While an employee is in receipt of benefits under the Ontario Woods workers Disability Benefit Plan he fits under the Ontario Woods workers Disability Benefit Plan, he may continue his group life insurance provided he continues to contribute his share of the premium as set out in Section 4.

10. CLAIMS

At **an** employee's death from any cause while insured, the amount of insurance shall be paid promptly to his beneficiary. The payment and the adjudication of claims are the responsibility of the insurer.

11. BENEFICIARY

Any employee covered by this Plan may, subject to the provisions of any applicable law from time

to time in force, designate a beneficiary to receive any benefits payable under this Plan on his death and may alter or revoke such designation from time to time.

12. ASSIGNMENT

No assignment by any employee of any insurance to which he may be entitled under this Plan shall be valid.

13. INSURANCE CERTIFICATE

The insurer shall issue to the Company for delivery to each employee covered under the Plan a certificate evidencing the coverage to which he is entitled under the Plan.

APPENDIX IV

ONTARIO WOODS WORKERS DISABILITY BENEFIT PLAN

AS AMENDED ON DECEMBER 1st, 1980

1. DEFINITIONS

In this Plan, unless otherwise specifically provided:

- (a) "Accident" is a bodily injury caused by external violent means.
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this Plan.
- (c) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Abitibi-Consolidated Company of Canada and Local 1-2995, United Steelworkers.
- (d) "Insurer" means the insurance company or carrier appointed by the companies.
- (e) "Plan" means the Ontario Woods Workers Disability Benefit Plan.
- (f) "Company" means Abitibi-Consolidated Company of Canada
- (g) "Weekly Earnings" means, in the case of a day worker, 40 hours x his regular rate; for a pieceworker "weekly earnings" means 40 x the Feller-Limber hourly rate.
- (h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. PARTICIPATION

- (a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to employees who have accumulated 45 days of seniority with the Company.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1(g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of \$580 effective the first of the month following date of ratification, \$590 effective September 1st, 2004.

The weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act 1971 and its Regulations as amended.

4. ELIGIBILITY FOR PAYMENT

- (a)
 - i) Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after 3 continuous days from the commencement of the disability due to sickness or on the date when admitted to a hospital within the first (3) days of illness. In case of Day Surgery, the employee will be covered from the first day.
 - ii) In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one accident, commencing from the date of the accident.
- (b) An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.
- (c) An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.
- (d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- (e) An employee shall be considered as eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of lay-off and is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.
- (f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- (g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of:
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii) Disability or loss (1) while the employee is on or could be placed on pregnancy/maternity leave, or (2) if an employee fails to qualify for

pregnancy/maternity leave because of failure to meet the length of service requirements, during the period of pregnancy/maternity leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or

- iii) Any injury or illness entitling the employee to compensation under Workers' Compensation or similar legislation, or
 - iv) Self-destruction or any self-inflicted injury, while sane or insane, or
 - v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or
 - vi) Disability for which the employee is not under the treatment of a medical practitioner, or
 - vii) For a period of disability in excess of four weeks where treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or
 - viii) 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/or drug addiction, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.
- h) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one half day's regular pay, from the Company.
 - i) An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the Company Pension Plan.
 - j) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
 - k) The amount of disability benefit under this Plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision of the Company Pension Plan.

5. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two complete days prior to the day that the employee is actually certified by a medical practitioner.

- b) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof.
- c) The amount of disability payment will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

6. MISCELLANEOUS PROVISIONS

- a) **An** employee absent on an authorized leave of absence on the date he was to become eligible under this Plan, as set out in Section 4, shall, upon the date of his return to active employment be eligible to participate in this Plan.
- b) If an employee, who has been covered under the terms of this Plan, is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan up to a maximum of 31 days, or up to the date he would have been laid off should lay-off occur during this period.
- c) The 5/12 of the E.I. premium reduction will continue to be retained by the Company.

7. GOVERNMENT DISABILITY PLANS

- a) The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plans, or similar provisions in any other Government Plans for disability for which the employee is receiving an amount of disability benefit under this Plan, except for war disability pensions and W.S.I.B. disability pensions.
- b) The Company and/or insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan or such other Government Plans.
- c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

The Company and/or insurer reserve the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a medical practitioner, designated by the Company and/or insurer.

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

9. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him.

- b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim forms to the insurer as its agent for further processing.
- c) The Company will meet with representatives of the participating Unions from time to time, for purposes of discussing the administration of the Plan and any problems which may arise.
- d) Should an employee or the Union have any complaint concerning entitlements to benefits under the Plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. The arbitration board shall have powers to adjudicate on the merits of the grievance.

10. INTERPRETATION

It is our understanding and interpretation that an employee is entitled to benefits, for which he may be eligible under the provisions of the Plan as a result of non-occupational injury or illness when unable to perform his regular duties and the Company is unable to offer him alternative suitable employment. It is understood the employee will be expected to accept the alternative employment, if it is available. If an employee voluntarily accepts employment with another employer, the employee will not be eligible for benefits under this Plan.

APPENDIX V

LONG TERM DISABILITY BENEFIT PLAN FOR ONTARIO-EAST WOODLANDS EMPLOYEES

The Company shall pay the monthly premium cost of the Long Term Disability Benefit Plan. The Long Term Disability Benefit Plan shall be administered in accordance with the terms of an insurance policy.

1. ELIGIBILITY

The Long Term Disability Benefit Plan shall be compulsory for all employees who have accumulated 45 days seniority with the Company.

2. EFFECTIVE DATE OF COVERAGE

An eligible employee is entitled to benefits provided he is actively at work on the first day the Long Term Disability Benefit Plan becomes effective. An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits upon the return to continuous active full-time employment for a period of more than four consecutive weeks.

The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the Plan.

3. QUALIFYING PERIOD

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

4. DEFINITION OF DISABILITY

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits for the same disability under the Weekly Indemnity Plan and is thereafter unable because of disease or injury to work at any occupation in the Company for which he is reasonably fitted by education, training or experience.

5. AMOUNT OF BENEFIT

- a) The disability benefit shall be 55% of monthly earnings as defined in 5(b).
- b) "Monthly Earnings" means, in the case of a day or shift worker, 173 x his regular hourly rate; in the case of a pieceworker, 173 x the Feller-Limber hourly rate.
- c) "Hourly Rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding overtime or shift bonus. The date on which the disability occurred, is the date of commencement of disability for weekly indemnity benefits.

- d) The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plans, or similar provisions in any other Government Plans for disability for which the employee is receiving an amount of disability benefit under this Plan, except for war disability pensions and Workers' Compensation disability pensions.
- e) While receiving benefits under this Plan, Pension Plan members will continue to accrue pension benefits at no cost to them. The pension accrued will be 4% of benefits paid under the Plan. Death benefits will not accrue during this period, except with respect to interest on the employee's contributions made prior to commencement of Long Term Disability Benefits.

6. DURATION OF BENEFITS

- a) Benefits will be paid for one month, for each completed month of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.
- b) 200 days of accrued seniority will be considered as 12 months of service.
- c) Disability benefits will be paid one month in arrears.

7. TERMINATION OF BENEFITS

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

- a) On the date the employee ceases to be disabled. (If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability Benefit payment. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan), or
- b) On exhaustion of the benefit period or,
- c) On retirement or attainment of age 65 or,
- d) On death.

8. CONTINUATION OF GROUP LIFE INSURANCE DURING DISABILITY

- a) An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy the Group Life Insurance coverage in effect on the date of his disability at no premium cost to him subject to the Termination of Benefits (Clause 7).

9. EXCLUSIONS

- a) An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.
- b) Benefits under the Long Term Disability Plan will not be payable for claims resulting

from:

- i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
- ii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or
- iv) Disability for which the employee is not under the treatment of a physician, or
- v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- vi) Disability or loss (1) while the employee is on or could be placed on pregnancy/maternity leave, or (2) if an employee fails to qualify for pregnancy/maternity leave because of failure to meet the length of service requirements, during the period of pregnancy/maternity leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes.

10. REHABILITATION

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

11. PHYSICAL EXAMINATIONS

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

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

APPENDIX VI

SUPPLEMENTARY HEALTH CARE PLAN

This description outlines the principal features of the Supplementary Health Care Group Insurance Plan.

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

COVERED EXPENSES

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

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

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

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

OUT-PATIENT HOSPITAL SERVICES AND SUPPLIES in connection with:

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

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

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

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

TREATMENT BY A PROVINCIALY LICENSED CHIROPRACTOR up to \$15 per visit and up to \$25 per disability for x-rays, subject to a maximum of \$300 per calendar year. No benefits will be paid

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

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

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

TREATMENT BY A PERSON DULY QUALIFIED AND REGISTERED AND LEGALLY ENGAGED IN THE PRACTICE OF ACUPUNCTURE for not more than \$7 per visit, and not more than 30 visits per year.

TREATMENTS BY A MASSEUR who is duly qualified and registered and legally engaged in the practice of massage provided such services, by duration and type, have been prescribed by a physician but not more than \$7 per visit, and not more than 30 visits in any calendar year.

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

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

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

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence provided such charges are reasonable and customary in the area in which they were incurred.
- (2) Up to \$50 per day for charges for hospital confinement in excess of the allowance for accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence. No charges will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal province of residence.

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

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

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

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

accident.

ANAESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES

EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless treatment is the result of a non-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.
- (3) Any expenses for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation under any Workers' Compensation legislation.
- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any injury or disease which results from an act of war or hostilities of any kind.

APPENDIX VII

SILVICULTURAL ADDENDUM TO THE AGREEMENT

The Company and the Union agree that where it is necessary for the Company to increase its work force of employees listed on the seniority list for the sole purpose of carrying out seasonal silviculture work, (reforestation), the Company may hire additional employees to perform seasonal silviculture work under the provisions of the Collective Agreement and as amended by this Addendum for such seasonal employees.

1. **Re: Article V - Union Membership**

- a) The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.
- b) The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them and remit same to the Union Office monthly, accompanied with the list of said employees.

2. **Re: Article VI - Vacations with Pay**

For such aforesaid employees, vacation with pay credits shall be paid at the rate of 4% of his gross earnings and the total accrued amount of credits shall be paid by cheque to each employee at the time of termination or lay-off from such seasonal employment.

3. **Re: Article VII - Holidays with Pay**

- a) Such aforesaid employees who qualify under Section 12.02 shall be paid without the performance of work for the holidays listed in 7.01 excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid.

Employees absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.

- b) The provisions set out in Sections 7.02 (b), 7.02 (c), 7.02 (d), 7.02 (e), 7.02 (f) and 7.03 are not applicable.

4. **Re: Article X - Working and Living Conditions**

- a) Where silvicultural work is to be carried out in isolated areas from Camps and such areas are not accessible from communities on a daily commuter basis, the Company may set up suitable temporary camps to accommodate such said employees while so engaged.
- b) Employees who have established seniority in accordance with Article XII are eligible to receive a subsidy of up to \$40.00 towards the purchase of 1 pair of safety boots, per

planting season. Original receipts must be presented to Camp Clerk before payment will be made.

5. Re: Article XII - Seniority

- a) The Company recognizes the principles of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability in promotions, transfers, lay-off and re-hires. Seniority will govern on a camp basis.
- b) Employment of any new employee shall be considered probationary until he has worked forty-five (45) days within a six month period.
- c) A separate list shall be established and maintained of the aforesaid employees, which will show the accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- d) An employee, on the silvicultural seniority list hired on other production operations, will be required to complete a further thirty (30) day probationary period in accordance with Section 12.02.

Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article XII of the Collective Agreement.

6. The provisions set out under:

- Article XIV - Medical, Surgical, Drug and Hospital Care Plans,
- Article XV - Life Insurance,
- Article XVI - Weekly Indemnity,
- Article XVII - Bereavement Pay,
- Article XVIII - Jury Duty Allowance,
- Article XIX - Dental Care Plan
- Article XX - Long Term Disability Plan
- Article XXI - Pension Plan
- Article XXIII - Vision Care Plan
- Article XXIV - Benefits General

are not applicable for the aforesaid employees.

7. Re: Commuters

When marshalling points are not established in the Collective Agreement, which are suitable to a particular silviculture Commuter operation, they shall be established by negotiations between the Company and the Union prior to commencement of such operations.