COLLECTIVE AGREEMENT

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# ABITIBI-PRICE INC.

**PROVINCIAL PAPERS** 

and

CANADIAN PAPERWORKERS UNION, C.L.C.

Local No. 239 01252(01)

May 1st, 1984 to April 30th, 1987

The Official Agreement is the original document signed by Company and Union Officials. This booklet is for use as a ready reference only.

### COLLECTIVE AGREEMENT

BETWEEN

ABITIBI-PRICE INC.
PROVINCIAL PAPERS

AND

THE CANADIAN PAPERWORKERS UNION

AND ITS

LOCAL NO. 239

MAY 1, 1984 - APRIL 30, 1987

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### MASTER AGREEMENT

BETWEEN

ABITIBI-PRICE INC.

AND THE

CANADIAN PAPERWORKERS

ΑT

FORT WILLIAM DIVISION
THUNDER BAY DIVISION
PROVINCIAL PAPERS
IROQUOIS FALLS DIVISION
SMOOTH ROCK FALLS DIVISION
GRAND FALLS DIVISION
STEPHENVILLE DIVISION
BEAUPRE MILL
CHANDLER MILL
KENOGAMI MILL

MAY 1, 1984 - APRIL '30, 1987

#### Ml Parties

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

Abitibi-Price Inc. (Iroquois Falls Division) and Locals 90 and 109 Abitibi-Price Inc. (Smooth Rock Falls Division) and Local 32 Abitibi-Price Inc. (Fort William Division) and Local 132 Abitibi-Price Inc. (Thunder Bay Division) and Locals 134 and 249 Abitibi-Price Inc., Fine Papers Division (Port Arthur Division) and Locals 239 and 40 Abitibi-Price Inc. (Grand Falls Division) and Locals 63, 88 and 161 Abitibi-Price Inc. (Stephenville Division) and Local 1093 La Compagnie Price Ltee. (Beaupre) and Locals 138 and 253 La Compagnie Price Ltee. (Kenogami) and Local La Compagnie Gaspesia Ltee. (Chandler) and Locals 455 and 858

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

#### M32 Joint Health and Safety Conference

During the term of the 1984-87 collective agreement, a joint Abitibi-Price/Canadian Paperworkers Union Safety Conference will be held annually. This conference will be held in October or November with the date and location being subject to mutual agreement.

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

M32,03(a) Two delegates from each local union, one of whom is a member of the Mill Joint Health Safety Committee may attend the conference. These delegates shall be compensated for any loss of wages incurred as a result of attending the conference. Company will compensate delegates for transportation expenses and will contribute up to \$50.00 per day for incurred living expenses,

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

M32.04 Conference planning and the agenda will be the responsibility of a joint committee selected by Abitibi-Price and the Canadian Paperworkers Union. Appendix "C" of the Union's submission during the 1984 negotiations

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will be reviewed by this joint committee and appropriate sections will be added to the agenda for discussion at the 1984 conference.

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

M38 J.C.P.

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

### M38.02 Implementation

- (a) The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, newly created jobs or any jobs which have changed.
- (b) The Wage Rate Structure established for the various job classifications is set forth in the "Schedule of Wage Rates", which forms part of this agreement.

- (c) i) in the event that new jobs are created or significant changes occur in existing jobs. the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.
  - ii) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
  - the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.
  - iv) The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to c(i). A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Mill Committee by the Joint Classification Committee.

- (d) The Job Classification Plan will be implemented and upward adjustment will be effective on:
  - May 1, 1980 for the Thunder Bay, Fort William, Iroquois Falls, Beaupre, Smooth Rock Falls and Chandler Division;
  - ii) As soon as practical for Kenogami and Stephenville Divisions;
  - iii) June 1, 1977 for the Grand Falls Division; (in the case of Grand Falls, the new job evaluation scale which forms part of this Appendix will become effective May 1, 1980.)
  - iv) May 1, 1981 for Port Arthur Division.
  - v) At Botwood the Job Classification Plan will be implemented during the term of the 1980-1982 Collective Agreement.
- (e) Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the dates applicable in (d) above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve month period prior to the date of implementation of the Plan at each

location. Employees hired, transferred, or posted to another department after the dates referred to in (d) above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.

- (f) General increases will apply to all occupations.
- (g) Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "redcircled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.
- (h) incentive rates presently allowed to the employees of the Steam Plant will continue to apply.
- (i) The Mill Committee will meet as required.
- (j) The Joint Classification Committee will meet as required.
- (k) As a condition of continued participation in the plan by the Abitibi-Price Inc. Group companies, and in consideration of the Companies' agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any

essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.

- (1) On the principle that, in implementing the Job Classification Plan, no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply:
  - i) If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is the higher.
  - ti) Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, or the evaluated rate for the job at that particular time, whichever is the higher.

M39 Wage Schedule

### JOB CLASSIFICATION PLAN SCALE

Class	May 1,	May 1,	May 1,
	1984	1985	1986
1	12.83	13.34	14.01
2	12.96	13.49	14.165
3	13.12	13.665	14.35
4	13.27	13.83	14.52
5	13.435	14.015	14.715
6	13.595	14.19	14.90
7	13.77	14.385	15.105
8	13.94	14.57	15.30
9	14.09	14.735	15.47
10	14.30	14.965	15.715
11	14.51	15.195	15.955
12	14.69	15.39	16.16
13	14.89	15.61	16.39
14	15.095	15.835	16.625
15	15.295	16.05	16.855
16	15.545	16.325	17.14
17	15.77	16.565	17.395
18	15.995	16.81	17.65
19	16.245	17.08	17.935
20	16.475	17.33	18.195
21	16.73	17.605	18.485
22	16.95	17.845	18.735
23	17.19	18.105	19.01
24	17.435	18.37	19.29
25	17.675	18.63	19.56
26	17.90	18.875	19.82
27	18.155	19.15	20.11
28	18.385	19.40	20.37
29	18.62	19.655	20.64
30	18.87	19.925	20.92
31	19.085	20.16	21.17

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#### Widths

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

### Speeds

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

### ABITIBI-PRICE INC.

### PAPERMAKERS' WAGE SCHEDULE

### Effective May 1, 1984

Class	Machine <u>Tender</u>		3rd Hand	4th <u>Hand</u>	5th Hand	6th <u>Hand</u>
20	17.04	16.12	14.98	13.99	13.71	13.45
21	17.15	16.22	15.06	14.17	13.75	13.45
22	17.20	16.31	15.09	14.23	13.82	13.45
23	17.29	16.41	15.18	14.24	13,85	13.48
24	17.46	16.50	15.24	14.28	13.86	13.48
25	17.51	16.61	15.30	14.30	13.91	13.48
26	17.61	16.78	15.34	14.31	13.93	13.49
27	17.74	16.83	15.43	14.35	13.96	13.49
28	17.81	16.94	15.49	14.40	13.97	13.51
29	17.91	17.03	15.57	14.41	13.99	13.51
30	18.08	17.09	15.64	14.42	14.01	13.51
31	18.17	17.17	15.74	14.43	14.06	13.54
32	18.31	17.28	15.79	14.44	14.07	13.54
33	18.36	17.36	15.83	14.45	14.09	13.54
34	18.46	17.49	15.87	14.47	14.11	13.55
35	18.50	17.57	15.92	14.51	14.12	13.55
36	18.60	17.65	15.99	14.52	14.13	13.55
37	18.64	17.70	16.07	14.57	14.17	13.56
38	18.72	17.77	16.11	14.61	14.18	13.56
39	18.83	17.81	16.13	14.62	14.21	13.56
40	18.91	17.91	16.16	14.66	14.24	13.56
41	18.95	17.96	16.22	14.67	14.25	13.59
42	19.02	18.08	16.30	14.73	14.28	13.59
43	19.12	18.16	16.32	14.74	14.30	13.59
44	19.18	18.22	16.39	14.80	14.31	13.59
45	19.25	18.31	16.42	14.87	14.40	13.64
46	19.34	18.39	16.46	14.90	14.41	13.64
47	19.40	18.46	16.50	14.97	14.42	13.64
48	19.48	18.50	16.62	14.98	14.43	13.70
49	19.57	18.60	16.72	14.99	14.44	13.71

May 1, 1984

Class	Machine Tender			4th Hand	5th <u>Hand</u>	6th Hand
50 50 51 55 55 55 55 55 66 66 67 70 71 72 73 74 75 77 78 79 80 82	19.62 19.66 19.79 19.82 19.87 19.94 20.04 20.11 20.17 20.25 20.32 20.32 20.56 20.56 20.63 20.76 20.97 21.07 21.16 21.28 21.38 21.51 21.60 21.75 21.83 21.97 22.07 22.21 22.28 22.40	18.67 18.72 18.78 18.86 18.92 18.97 19.04 19.17 19.26 19.38 19.46 19.57 19.62 19.68 19.79 19.82 19.68 19.79 20.08 20.13 20.20 20.41 20.50 20.50 20.54 20.66 20.97 21.07 21.12 21.22	16.76 16.78 16.82 16.84 17.02 17.04 17.05 17.15 17.18 17.24 17.35 17.47 17.49 17.51 17.61 17.70 17.74 17.78 17.81 17.71 17.78 17.81 18.01 18.04 18.13 18.17 18.30 18.18 18.17 18.30 18.34 18.42 18.48 18.52 18.48	15.01 15.06 15.08 15.12 15.18 15.19 15.24 15.28 15.30 15.32 15.34 15.44 15.46 15.47 15.55 15.58 15.67 15.82 15.87 15.87 15.99 16.02 16.11 16.12 16.28	14.45 14.51 14.57 14.59 14.61 14.62 14.64 14.66 14.67 14.72 14.72 14.74 14.85 14.87 14.95 14.97	13.72 13.75 13.78 13.79 13.85 13.86 13.89 13.91 13.93 13.94 13.99 14.01 14.02 14.07 14.09 14.11 14.12 14.13 14.14 14.21 14.23 14.24 14.30 14.31 14.38 14.38 14.38 14.39
83 84	22.54 22.59	21.30	18.72 18.81	16.33 16.37	15.59 15.67	14.41 14.43

May 1, 1984

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th <b>Hand</b>
85 86 87	22.77 22.86 22.98	21.49 21.57 21.71	18.90 18.94 19.01	16.45 16.50 16.58	15.70 15.76 15.81	14.44 14.45 14.50
88 89	23.08	21.77 21.82	19.01 19.08 19.16	16.61 16.70	15.86 15.88	14.51 14.52
90 91	23.32	21.98	19.19 19.19 19.29	16.73 16.78	15.92 15.99	14.54 14.56
92 93	23.56	22.10	19.37	16.82 16.91	16.01 16.07	14.59 14.62
94 95	23.75	22.30	19.50 19.57	16.94 17.00	16.08 16.11	14.64
96 97	23.91 24.01	22.45	19.62 19.68	17.04 17.07	16.13 16.16	14.66 14.67
98 99	24.09 24.17	22.59	19.74	17.13 17.16	16.20 16.22	14.69 14.70
100	24.26	22.73	19.84	17.20	16.25	14.72

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### ABITIBI-PRICE INC.

### PAPERMAKERS' WAGE SCHEDULE

### Effective May 1, 1985

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	17.72	16.76	15.58	14.55	14.26	13.99
21	17.84	16.87	15.66	14.74	14.30	13.99
22	17.89	16.96	15.69	14.80	14.37	13.99
23	17.98	17.07	15.79	14.81	14.40	14.02
24	18.16	17.16	15.85	14.85	14.41	14.02
25	18.21	17.27	15.91	14.87	14.47	14.02
26	18.31	17.45	15.95	14.88	14.49	14.03
27	18.45	17.50	16.05	14.92	14.52	14.03
28	18.52	17.62	16.11	14.98	14.53	14.05
29	18.63	17.71	16.19	14.99	14.55	14.05
30	18.80	17.77	16.27	15.00	14.57	14.05
31	18.90	17.86	16.37	15.01	14.62	14.08
32	19.04	17.97	16.42	15.02	14.63	14.08
33	19.09	18.05	16.46	15.03	14.65	14.08
34	19.20	18.19	16.50	15.05	14.67	14.09
35	19.24	18.27	16.56	15.09	14.68	14.09
36	19.34	18.36	16.63	15.10	14.70	14.09
37	19.39	18.41	16.71	15,15	14.74	14.10
38	19.47	18.48	16.75	15,19	14.75	14.10
39	19.58	18.52	16.78	15.20	14.78	14.10
40	19.67	18.63	16.81	15.25	14.81	14.10
41	19.71	18.68	16.87	15.26	14.82	14.13
42	19.78	18.80	16.95	15.32	14.85	14.13
43	19.88	18.89	16.97	15.33	14.87	14.13
44	19.95	18.95	17.05	15.39	14.88	14.13
45	20.02	19.04	17.08	15.46	14.98	14.19
46	20.11	19.13	17.12	15.50	14.99	14.19
47	20.18	19.20	17.16	15.57	15.00	14.19
48	20.26	19.24	17.28	15.58	15.01	14.25
49	20.35	19.34	17.39	15.59	15.02	14.26

May 1, 1985

Class	Machine Tender		3rd Hand	4th <u>Hand</u>	5th <u>Hand</u>	6th <u>Hand</u>
Class 50 51 52 53 54 55 56 57 58 60 61 62 63 64 65 66 67 71 72 73 74 75 76 77 78						
80 81 82 83 84	23.10 23.17 23.30 23.44 23.49	21.91 21.96 22.07 22.15 22.25	19.26 19.36 19.42 19.47 19.56	16.78 16.89 16.93 16.98 17.02	16.08 16.16 16.18 16.21 16.30	14.91 14.96 14.97 14.99 15.01

**May 1,** 1985

86     23.77     22.43     19.70     17.16     16.39     15.       87     23.90     22.58     19.77     17.24     16.44     15.       88     24.00     22.64     19.84     17.27     16.49     15.       89     24.16     22.69     19.93     17.37     16.52     15.       90     24.25     22.86     19.96     17.40     16.56     15.       91     24.38     22.95     20.06     17.45     16.63     15.       92     24.50     22.98     20.14     17.49     16.65     15.       93     24.62     23.12     20.23     17.59     16.71     15.       94     24.70     23.19     20.28     17.62     16.72     15.	Class	Machine ss <u>Tender</u>		3rd Hand	4th <b>Hand</b>	5th <b>Hand</b>	6th <b>Hand</b>
96 24.87 23.35 20.40 17.72 16.78 15. 97 24.97 23.43 20.47 17.75 16.81 15. 98 25.05 23.49 20.53 17.82 16.85 15. 99 25.14 23.57 20.58 17.85 16.87 15.	86 87 88 89 90 91 92 93 94 95 96 97 98	23.77 23.90 24.00 24.16 24.25 24.38 24.50 24.62 24.70 24.80 24.87 24.97 25.05 25.14	22.43 22.58 22.64 22.69 22.86 22.95 22.98 23.12 23.19 23.30 23.35 23.43 23.43 23.57	19.70 19.77 19.84 19.93 19.96 20.06 20.14 20.23 20.28 20.35 20.40 20.47 20.53 20.58	17.16 17.24 17.27 17.37 17.40 17.45 17.59 17.62 17.68 17.72 17.82 17.85	16.39 16.44 16.49 16.52 16.56 16.63 16.65 16.71 16.75 16.78 16.81 16.85	15.02 15.08 15.09 15.10 15.12 15.14 15.23 15.24 15.25 15.26 15.28 15.31

### ABITIBI-PRICE INC.

### PAPERMAKERS' WAGE SCHEDULE

### Effective May 1, 1986

Class	Machine Tender		3rd Hand	4th Hand	5th Hand	6th Hand
20 21 22 23 24 25 26 27	18.61 18.73 18.78 18.88 19.07 19.12 19.23	17.60 17.71 17.81 17.92 18.02 18.13 18.32 18.38	16.36 16.44 16.47 16.58 16.64 16.71 16.75 16.85	15.28 15.48 15.54 15.55 15.59 15.61 15.62 15.67	14.97 15.02 15.09 15.12 15.13 15.19 15.21 15.25	14.69 14.69 14.72 14.72 14.72 14.73
28	19.45	18.50	16.92	15.73	15.26	14.75
29	19.56	18.60	17.00	15.74	15.28	14.75
30	19.74	18.66	17.08	15.75	15.30	14.75
31	19.85	18.75	17.19	15.76	15.35	14.75
32	19.99	18.87	17.24	15.77	15.36	14.78
33	20.04	18.95	17.28	15.78	15.38	14.78
34	20.16	19.10	17.33	15.80	15.40	14.79
35	20.20	19.18	17.39	15.84	15.41	14.79
36	20.31	19.28	17.46	15.86	15.44	14.79
37	20.36	19.33	17.55	15.91	15.48	14.81
38	20.44	19.40	17.59	15.95	15.49	14.81
39	20.56	19.45	17.62	15.96	15.52	14.81
40	20.65	19.56	17.65	16.01	15.55	14.81
41	20.70	19.61	17.71	16.02	15.56	14.84
42	20.77	19.74	17.80	16.09	15.59	14.84
43 44 45 <b>46</b> 47 48 49	20.87 20.95 21.02 21.12 21.19 21.27 21.37	19.83 19.90 19.99 20.09 20.16 20.20 20.31	17.82 17.90 17.93 17.98 18.02 18.14 18.26	16.10 16.16 16.23 16.28 16.35 16.36	15.61 15.62 15.73 15.74 15.75 15.76	14.84 14.84 14.90 14.90 14.90 14.96 14.97

May 1, 1986

	Class	Machine Tender		3rd Hand	4th Hand	5th Hand	6th Hand
	50	21.42	20.39	18.30	16.39	15.78	14.98
	51	21.47	20.44	18.32	16.44	15.84	15.02
	52	21.61	20.51	18.36	16.46	15.86	15.05
	53	21.64	20.59	18.39	16.51	15.91	15.06
	54	21.69	20.66	18.44	16.57	15.93	15.07
	55	21.78	20.72	18.59	16.58	15.95	15.12
	56	21.88	20.79	18.61	16.59	15.96	15.13
•	57	21.96	20.94	18.66	16.64	15.99	15.17
	58	22.03	20.98	18.73	16.65	16.00	15.19
	59	22.11	21.03	18.76	16.68	16.01	15.21
	60	22.19	21.17	18.83	16.71	16.02	15.23
	61	22.27	21.25	18.94	16.73	16.08	15.25
	62	22.33	21.37	19.06	16.75	16.10	15.26
	63	22.41	21.42	19.08	16.85	16.20	15.28
	64	22.45	21.49	19.10	16.86	16.21	15.30
	65	22.53	21.61	19.12	16.88	16.23	15.31
	66	22.67	21.64	19.23	16.89	16.28	15.36
	67	22.75	21.72	19.33	16.92	16.33	15.38
	68	22.83	21.83	19.37	16.95	16.35	15.40
	69	22.90	21.92	19.41	16.98	16.36	15.41
	70	23.01	21.99	19.45	17.01	16.37	15.44
	71	23.11	22.06	19.56	17.08	16.42	15.48
	72	23.24	22.19	19.67	17.12	16.46	15.49
	73	23.35	22.29	19.70	17.22	16.51	15.52
	74	23.49	22.39	19.80	17.27	16.58	15.54
	75	23.58	22.43	19.85	17.33	16.64	15.55
	76	23.75	22.56	19.98	17.39	16.68	15.56
	77 78 79 80	23.84 23.99 24.10 24.26	22.68 22.77 22.90	20.02 20.12 20.18 20.22	17.46 17.49 17.59 17.62	16.73 16.77 16.85 16.88	15.59 15.61 15.62 15.66
	81 82 83 84	24.33 24.47 24.61	23.06 23.17 23.26	20.22 20.33 20.39 20.44 20.54	17.73 17.78 17.83 17.87	16.97 16.99 17.02 17.12	15.71 15.72 15.74
	04	24.66	43.30	40.04	11.01	11.14	15.76

**May** 1, 1986

Class	Machine	Back	3rd	4th	5th	6th
	<b>Tender</b>	<b>Tender</b>	<b>Hand</b>	<b>Hand</b>	<b>Hand</b>	<b>Hand</b>
85 86 87 88 89 90 91 92 93 94 95 96 97 98	24.86 24.96 25.10 25.20 25.37 25.46 25.60 25.73 25.85 26.94 26.11 26.22 26.30 26.49	23.47 23.55 23.71 23.77 23.82 24.00 24.10 24.13 24.28 24.35 24.47 24.52 24.60 24.60 24.60 24.65 24.82	20.64 20.69 20.76 20.83 20.93 20.96 21.06 21.15 21.24 21.29 21.37 21.42 21.49 21.56 21.56	17.97 18.02 18.10 18.13 18.24 18.32 18.36 18.47 18.56 18.61 18.64 18.71	17.15 17.21 17.26 17.31 17.35 17.39 17.48 17.55 17.56 17.59 17.62 17.65 17.67 17.71	15.77 15.78 15.83 15.84 15.86 15.90 15.90 16.00 16.01 16.02 16.04 16.05 16.08

### M42 Local Issues

#### M42.01

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

#### 1. Parties

1.01 This Agreement is between Abitibi-Price Inc. referred to herein as the Company, and the Canadian Paperworkers Union, C.L.C., and it's Local 239, referred to herein as the Union, covering the Provincial Papers mill of the Company located at Thunder Bay, Ontario.

#### 2. Purpose

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

#### 3. Union Recognition

3.01 Abitibi-Price - Provincial Papers recognizes the Canadian Paperworkers Union as the exclusive bargaining agent for the employees under its jurisdiction at the Company's Provincial Papers Division.

### 4. Union Security

- 4.01 The Company when hiring new employees, shall give preference to members of the Union.
- 4.02 All employees whose rates are fixed by this Agreement shall become members of their respective Local Union within fifteen (15) days after entering the Company's employ and

shall be so' instructed by their foreman and shall maintain membership in good standing, and shall upon hiring sign a Union deduction card for monthly dues at the Employment Office for the respective Union concerned.

- 4.03 The payroll deduction authorization for monthly dues will become effective fifteen (15) days after the employee starts to work.
- 4.04 In consideration of this deduction and forwarding service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these

#### dues.

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

#### Jurisdiction

5,01 No employee is to be required to become a member of more than one Union. Questions of jurisdiction shall conform to the regulations covering such matters as fixed by the Canadian Labour Congress and the Company will not be asked to act upon any matters of jurisdiction between Unions. However, when the respective Unions are unable to agree on the Union a man is required to join, then the Company will specify the Union in which they will recognize the specific position, and shall consider him a member of that Union until such time as the respective Unions agree.

5.02 It is understood the Company will continue to recognize lines of demarcation of individual local jurisdictions that have been established over the years until notified in writing by the Local concerned there has been a change.

### 6. Contracting Out

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

### 7. Interruption of Work

7.01 No strikes or lockouts shall occur during the life of this agreement. Prior to a legal strike the parties shall meet to discuss procedures to ensure the essential services and complete security of the mill property and facilities. With implementation and continuance of the above, insurance benefits, excluding Weekly Indemnity and Long Term Disability Benefits, will be maintained subject to the employees or the Union paying the full cost of such coverage upon return to work. Indemnity and Long Term Disability Benefits being paid at the commencement of a strike. supported by proper medical evidence when requested, will be continued.

#### 8. Promotions & Transfers

8.01 When vacancies occur in a department, then the Company shall post on bulletin boards throughout the mill a notice concerning

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the bottom job in the department affected. Such notice shall indicate the qualifications essential to promotion within that department. Such posting shall be for a period of ten (10) working days and the Company shall have the right to make **a** temporary appointment without penalty. In all cases of promotion the Company will give consideration to seniority, ability and qualifications. When the last two factors are relatively equal, seniority will govern.

- 8.02 In cases of promotions, where the man to be promoted is not the senior man in the department concerned, the Company will present the alternative name to the Union, who will have the opportunity to discuss with the Company the qualifications of the senior man. The Company shall take such presentation into consideration in making its decision, which decision may be subject to the grievance procedure outlined in Article 36 of this Agreement.
- 8.03 When transferring employees, either permanently or temporarily, such employees will be paid at the rate which is attached to the position to which they are transferred.
- 9. Lay-offs

9,01 When laying off help, Union men shall be retained in preference to those not members. Among equally efficient employees, the older in point of service being given preference of employment.

9.02 In cases of lay-offs, plant wide seniority with due regard to jurisdiction of each of the signatory unions shall apply. In making transfers under this rule it is understood and agreed that in moving between departments, the

senior man must have the necessary qualifications to enter the department and shall have access only to the bottom job in the line of progression in the department to which he is being transferred.

9.03 If the number of senior employees involved in a permanent lay-off exceeds the number of junior employees holding bottom jobs in the lines of progression, the Company, if requested by the Union, will locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Training will be given if negessary to the senior employees.

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9.04 When employees are laid off they shall be recalled in reverse order of, their lay-off.

10. Severance Pay

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

32/10 33/96 Severance Pay shall be one week's pay for each year of an employee's last full period of service without interruption due to lack of work. Severance Pay will not be paid to employees who resign or are discharged. One-half of this severance pay is payable after the employee has been laid off due to job elimination

for a period of six (6) weeks. The second half of the severance pay is payable after the employee has been laid off a total of three (3) months.

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

# 11. Technological Change/Automation

- 11.01 The Company undertakes to advise and to discuss with the Union in advance as far as is possible of any technological changes which the Company has decided to introduce which will result in significant changes in the employment status of employees.
- 11.02 The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

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

11.04 A permanent employee with one year's continuous service who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set forth in 11.01 above.

#### 12. Paper Mill Schedule

12.01 Normal operation of the paper mill shall not exceed six (6) days a week from 8:00 a.m. Monday to 8:00 a.m. Sunday, and no employees shall be required to work on paper machines between 8:00 a.m. on Sunday and 8:00 a.m. Monday, except for washing screens, oiling dryer boxes, and repair work except as mutually agreed and necessary time shall be allowed on Sunday morning to empty chest of special stock after 8:00 a.m.

12.02 Sunday operation of the paper mill to recover lost production shall be decided upon by agreement between the Company and the Canadian Paperworkers Union, Local 239, subject to sanction of an authorized National Officer.

#### 13. Pulp Mill Schedule

- 13.01 Operation of pulp mills shall be a standard week of not more than six (6) days per week. When deemed necessary by the Company to provide stock to keep the paper mill running six (6) days per week, or to provide experimental pulps for use in our mills, or to provide pulp for other divisions in order to maintain full production of machines in our mills, pulp mills shall operate on Sunday.
- 13.02 The Company will take effective measures to reduce hours required for maintenance and other work on Sundays and paid statutory holidays by improved planning and scheduling.

#### 14. Hours of Work

- 14.01 Normal hours of employment for Day Workers covered in the attached schedule shall be eight (8) hours per day. Day Workers shall be at their respective places to begin work at the hour required for each individual department and shall remain in their places until the corresponding hour for stopping in that particular department.
- 14.02 When a Day Worker is required to carry on through all or part of his lunch period, he shall have the following alternatives:
  - (a) Take the full lunch period from the time the job is completed.
  - (b) Be allowed twenty (20) minutes for lunch on the job without loss of time.

(c) When a workman has elected to take his lunch on the job he will have the choice of going home at 4:00 p.m. and getting eight (8) hours' pay, or going home at 4:30 p.m. and getting eight and three quarters (8 3/41 hours' pay.

14.03 The foregoing applies only to Day Workers who occasionally are required to work through their lunch period. The regular hours for Day Workers are defined as being 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., excepting as mutually agreed. The underlined words in this clause mean that "regular hours" shall be defined in some cases in a different way to allow the man to take all or part of his lunch period either before 12:00 noon or after 12:30 p.m. so as not to interfere

with this work.

14.04 Normal hours for Day Workers shall not exceed forty (40) hours per week.

- 14.05(a) The schedule of hours for Tour Workers and hours at which tours shall change shall be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, 12:00 midnight to 8:00 a.m., or as mutually agreed.
  - (b) Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal operations, it being agreed that in some cases it is necessary to effect an "average" work week. The word "average" shall mean the work week schedule already agreed upon.

14.06 All manual labour on paper machines, such as operating machines and putting on clothing shall be done by members of Local 239, C.P.U.

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

15. Premium Pay - Day Workers

37.0/8

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

15.02 Work done in excess of eight (8) hours in any weekday shall be paid for at the rate of time and one-half.

15.03 A Day Worker who, on the completion of a shift, is called in during the hours from 4:30 p.m. to 7:00 a.m., shall be guaranteed a minimum of four (4) hours' pay and shall perform only that emergency work that required the call-in. If upon completion of the emergency work that necessitated the call-in, the employee is required by the Company to perform any subsequent additional work, it shall be treated as an added call-in. employee shall clock out and clock back in between such call-ins. When a Day Worker is called in on a breakdown before 7:00 a.m. and continues to work on that breakdown after his normal starting time, the time and one-half rate will apply to the completion of the job. If called in between 7:00 a.m. and 8:00 a.m., he shall receive time and one-half for the period worked.

15.04 Any employee called in for a Sunday or holiday work shall be paid a minimum of four (4) hours at straight time. 26/02

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

15.06 Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

## 16. Premium Pay - Tour Workers

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

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

- (a) When such work is caused by the change of shifts.
- (b) Overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.
- (c) When required to replace an employee for tardiness up to two (2) hours.

16.03 Employees who fail to report for work or who in any way penalize their mates or the Company under this overtime arrangement will be subject to the applicable mill rules as contained in Article 37. Disciplinary action under these rules and regulations shall be subject to grievance procedure.

16.04 Except as noted above tour workers called on duty after regular working hours or, on their scheduled days off shall receive time and one-half for all overtime work and in no case shall they receive **less** than four (4) hours pay at regular rates for the work performed on each call.

16.05 Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

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

# 17. Height Pay

520/1

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

## 18. Wire Pay

18.01 When wire changes occur before startup on Monday morning, the day crews are to receive three (3) hours' pay over and above their regular eight (8) hours' pay for this wire change only.

18.02 With the exception of Monday morning wires, all workers engaged in putting on wires at a time other than their regular shifts are to receive six (6) hours' pay or time and one-half whichever is greater. If workers commence to put on a wire before their shift or day begins, or continue such work after their tour or day ends, they shall receive six (6) hours' pay or time and one-half whichever is greater. Men putting on wires on their regular shift shall not receive such extra pay.

18.03 The elimination of wires and clothing changes on Sundays is desirable and is agreed to. However, it is also agreed that preparation for early start-ups on Sunday nights or Monday mornings is necessary and is agreed to. The Company will start a wire change when sufficient number of the crew is available.

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

## 19. Days Off

19.01 Schedules **shall** be posted in each department not later than 3:00 p.m. Friday each week showing the crews for the following week. Where feasible the Company will post the

schedules on Thursday. Such schedules shall show the day or days off for each man in the crew.

19.02 When an employee is required to work on his scheduled or designated day or days off, he shall be paid for all hours worked on such day or days at an overtime rate of one and one-half times the straight time rate. It is also agreed that the following exceptions apply to the above.

- (a) When an employee wishes to change his scheduled or designated days off, he will notify his supervisor at least twenty-four (24) hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day or days originally scheduled as his scheduled or recognized days off. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off, he shall De paid at the overtime rate.
- (b) In the event of a major breakdown an employee may be required to work on his scheduled or designated day or days off for which he will be paid at straight time rates provided he has been given at least twenty-four (24) hours advance notice and granted another day or days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these days.

19.03 If a Statutory Holiday falls on an employee's scheduled day off, it will not be necessary for the employee to take another day off in lieu of the Statutory Holiday. If however, the employee requests an additional day off, it will be scheduled at a mutually acceptable time.

## 20. Rest Pay

20.01 A day worker working in excess of sixteen (16) hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

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

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

## 21. Statutory Holidays

#### 21.01 Holidays are as follows:

Victoria Day - Twenty-four (24) hours - from 8:00 a.m. Monday to 8:00 a.m. Tuesday.

Canada Day - Twenty-four (24) hours (Sunday excluded) from 8:00 a.m. of the day of the holiday to 8:00 a.m. of the day following the holiday.

Labour Day - Twenty-four (24) hours - from 8:00 a.m. Monday to 8:00 a.m. Tuesday.

Christmas - Forty (40) hours (Sunday excluded) from 4:00 p.m. of the day preceding the holiday to 8:00 a.m. of the day following the holiday.

New Year's Day - Twenty-four (24) hours (Sinday excluded). Time of shutdown ta be mutually agreed. During the term of this agreement the Statutory Holiday hours shall be arranged locally.

21.02 For each of the five (5) Statutory-Holidays, namely New Year's Day, Victoria Day, Canada-Day, Labour Day and Christmas, eight (8) hours' pay will be allowed to hourly paid workers when they do not work.

21.03 Day Workers shall receive straight time only for work done between 4:00 p.m. and 4:30 p.m. of the day preceding the holiday.

21.04 Employees who work on a Statutory Holiday shall be (1) paid at the rate of time and one-half, (2) granted a day off with pay at

a later date, and (3) paid double time for any time worked in excess of eight (8) hours on the Statutory Holiday.

- 21.05 On Statutory Holidays the Company will ask for volunteers to do work that the Unions agree is emergency work and which has been discussed with the Local Union Committee, it being understood that emergency work is not accumulated maintenance work.
- 21.06 Holiday pay shall be calculated at eight (8) times the regular hourly rate paid on the day worked prior to the holiday or the rate of his permanent payroll position, whichever is greater.
- 21.07 When an employee is scheduled to work on one of these holidays, he shall be entitled to a day off with pay, calculated as above at some later date when mill operations make such absence possible. However, such day off must be taken within a four (4) week period after the holiday, including the week in which the holiday occurred.
- 21.08 To be eligible for such paid holidays an employee must:
  - (a) have been in the employ of the Company for a minimum of thirty (30) days. Such thirty (30) days may be accumulated within the immediately preceding twelve (12) months provided there is no break in service. A break in service for this purpose shall be defined as:

- 1) voluntary separation
- 2) discharge for cause
- a lay-off of more than four (4) months' duration (time before and after a lesser lay-off may be counted)
- (b) have been at work on the work day preceding the holiday and must return to work as scheduled immediately following the holiday, unless excused as indicated below.
- 21.09 Employees may be relieved from the provision of paragraph 21.08(b) under the following conditions:
  - (a) If away on vacation.
  - (b) If laid up by accident or illness. Any employee if absent due to illness or accident must have been at work at some time within the ninety (90) day period previous to the holiday.
  - (c) If work not available due to curtailed operation of the plant
  - (d) If he has applied for and received special official leave
  - (e) If rehired within thirty (30) days of date of termination, employees will be paid for statutory holidays falling within that thirty (30) day period.
- 21.10 Employees whose annual vacation period includes one of these holidays shall be entitled to an extra day with pay as may be arranged.

21.11 Except in unforeseen emergency conditions, when matters will be discussed with the Unions concerned, no production worker will be required to come in during the Statutory Holiday except for early start-up.

22. Floating Holidays

53/110



- 22.01 Six (6) days holidays with pay shall be allowed at a time suitable to the employee and the Company so that there will be no loss of production.
- 22.02 The wages will not be paid under this Agreement unless the employee actually takes the time off.
- 22.03 Holiday Pay shall be calculated at eight (8) times the regular hourly rate paid on the last day worked prior to the holiday or the rate of his permanent payroll position whichever is greater.
- 22.04 With the policy of wage rate adjustments now in effect, an employee is eligible for floating holidays after he has been in the employ of the Company for six (6) months or more.
- 22.05 To be eligible for such paid holidays, an employee must have been at work on the day preceding the holiday and must work as scheduled immediately following the holiday, unless excused as indicated below.
- 22.06 Employees may be relieved from provisions of paragraph 22.05 under the following conditions:
  - (a) If away on vacation or a Statutory Holiday.

- (b) If laid up by accident or illness. Any employee if absent due to illness or accident must have been at work some time within the ninety (90) day period previous to the holiday.
- (c) If work not available due to curtailed operations at the plant.
- (d) If he has applied for arid received special official leave.
- 22.07 If a man is required to work on any one of his holidays after definite dates have been designated, he shall be paid time and one-half.
- 22.08 If after the Company has arranged to provide a relief man, these arrangements break down due to the absence of one of the three (3) men scheduled to work, straight time will be paid except when the absence is due to a bona fide sickness.

## 23. Vacations With Pay

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- 23.01 All employees on permanent payroll positions shall be entitled to two (2) weeks vacation with pay following the completion of one (1) year of continuous service.
- 23.02 Employees with four (4) years or more of continuous service shall be entitled to three (3) weeks vacation with pay in each calendar year.
- 23.03 Employees with nine (9) years or more of continuous service shall be entitled to four (4) weeks vacation with pay in each calendar year.

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

23.05 Employees with twenty-seven (27) years or more of continuous service shall be entitled to six (6) weeks vacation with pay in each calendar year.

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

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

- 23.07(a) If three, four, five and/or six weeks are taken at one time they must be taken within the period from September 15th to June 15th.
  - (b) Vacations taken during the summer months, June 16th to September 14th will be limited to two (2) weeks, with the third, forth, fifth and/or sixth weeks to be taken in the period September 15th to June 15th as agreed between the employee and the Company.
  - (c) Necessities of operation must be given full consideration.

- 23.08(a) Each week of vacation pay will be calculated at 2% of gross earnings in the previous calendar year, or forty (40) hours' pay at the employee's regular rate, whichever is the greater.
  - (b) An employee shall receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.
- 23.09 The Union agrees to cooperate with Management in scheduling vacations in such a manner that maximum production may be maintained.
- 23.10 Vacations with pay are intended to enable each employee to enjoy a respite from routine duty with no financial worry to distract from their benefits. Vacations are in no way considered a bonus.
- 23.11 The privilege of taking vacations must be confined to permanent employees employed upon standard payroll positions.
  - 23.12 In drawing up the vacation schedule, the management will endeavor to meet the wishes of the individual employee. It must be understood, however, that the necessities of operation must be given full consideration. In cases where vacation periods requested conflict, preference will be given to the older employees in point of service and within departments.
  - 23,13 Working on long shifts while men are away on vacation is to be avoided whenever possible.

- 23.14 Taking vacations is to be compulsory. Vacations cannot be accumulated but must be taken in the year when they are due.
- 23.15(a) To be eligible for vacations, employees must have worked at least two-thirds of the available time during the qualifying year, except that time lost due to mill accidents or sickness (such sickness to be limited to four (4) months in any one year) does not count against employees' working time credits in the qualifying year.
  - (b) If an employee works a minimum of four (4) months in a calendar year and is sick for four (4) months or more in the same year, the employee is considered to have completed the minimum qualifying period to be eligible for vacation in the following year.

    If an employee works less than four (4) months in any one calendar year in the following year his vacation pay will be calculated on the appropriate percentage of his earnings for the year in which the sickness occurred.
- 23.16 The qualifying year in determining eligibility for Vacations in the first year shall be the twelve (12) months' period beginning with the date of employment; in subsequent years the qualifying year may be the calendar year. The main purpose in making the calendar year the qualifying year for the employee's second vacation is to enable an employee whose anniversary date of employment comes in the late fall to have his vacation during the desirable vacation period, that is, during the summer months.

- 23.17(a) Each week of vacation pay will be calculated at 2% of the gross earnings in the previous calendar year or forty (40) hours' pay at the employee's regular rate, whichever is greater.
  - (b) An employee shall receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.
- 23.18 Tour and shift workers shall not be entitled to the night shift differential while absent on vacation.
- 23.19 Employees with more than one year's service who are laid off due to lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay based on the following formulae:
  - (a) Full vacation credit based on service in the preceding calendar year, plus
  - (b) 4%, 6%, 8%, 10% or 12% of gross earnings (depending on whether the employee is entitled to 2, 3, 4, 5, or 6 weeks' vacation) calculated from January 1 in the current year to date of leaving. If vacation has been taken in the current year based on the preceding calendar year's employment, (b) only shall apply.
- 23.20 Employees with less than one year of continuous service who are laid off for lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay at the rate of 4% of gross earnings from date of employment to date of separation.

- 23.21 Employees who leave the Company's employ without giving the required notice or who are discharged for cause shall be entitled to vacation pay based only on the formula set out in the Employment Standards Act. Notice of resignation during the last shift worked is considered adequate.
- 23.22 When a layoff due to lack of work is of more than four (4) months' duration, continuity of service is broken until, after rehiring, an employee completes one year of continuous service. After this time his length of service can be restored, counting the time before and after, but not during the layoff, and his vacation period started from the anniversary date of his returning. Such restoration of service. however, is contingent upon the man keeping the Company posted as to his current address and the man reporting back to work as soon as practical when recalled. His vacation pay would be granted on the basis of his restored length of service.
- 23.23 Employees may be paid on leaving for vacation, for earnings to date of leaving plus vacation pay and less usual deductions for the period for which they are being paid.

# 24. Funeral Leave

63A/1

24.01 When death occurs to an employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled working days lost in the six (6) day period beginning with the date of death. (Spouse shall include common-law spouse as previously declared on the forms provided for health coverage.)

- 24.02 When death occurs to an employee's mother, father, foster parents, adoptive parents, brothers, sisters, moiher-in-law, father-in-law, stepmother, stepfather, step-brother, stepsister, grandfather, grandmother and grandchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the six (6) day period beginning with the date of death.
- 24.03 When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the (6) day period beginning with the date of death.
- 24.04 Pay will be at straight time even though one or more of the days of the funeral leave occur on Sunday or a paid holiday.
- 24.05 Pay will not be granted if the employee does not attend the funeral except as outlined above in Article 24.03.
- 24.06 The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave

# 25. Jury Duty

638C/1

25.01 An employee who is prevented from working his scheduled shift due to being on Jury Duty, reporting for Jury Roll-call or as a Subpoenaed Witness shall be paid the difference between the pay received for such Jury Duty or Subpoenaed Witness and eight times the straight time hourly rate he would otherwise have received.

25.02 An employee scheduled to work the midnight to 8:00 a.m. shift or tour immediately prior to reporting for Jury Duty, Jury Roll-call or Subpoenaed Witness on that date will be excused, upon request, and the terms of this Article will be applied.

25.03 In making application for such payment, the employee is required to submit supporting documents as to days of service and fee received.

#### 26. Leave of Absence

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

63N/3(1) 63K/3(3)

631/3

63N/3 (1) Legitimate personal reasons.

(2) Official Union business.
 (3) Candidacy for public office at the Federal or Provincial level.
 3 Such leave may be extended until seven (7) days have elapsed following the date of the election.

- (4) Military Service.
- (5) Duties of an elected Municipal Office.
- (b) Any leave of absence granted pursuant to Section (a) will not result in any loss of seniority.
- (e) Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial legislature. Such leave, if granted, shall normally expire thirty (30) days

following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.

- (d) Any leave of absence granted pursuant to Section (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any servicerelated benefit.
- (e) Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for group life insurance and all other insurance coverages in accordance with the provisions of the respective policies.
- (f) All leaves of absence must be applied for in writing.
- (g) The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.
- 26.02(a) Time off with pay will be provided to an employee writing qualifying examinations during scheduled working hours for certificates required in his occupation.
  - (b) Such pay will be at his straight time rate and limited to eight (8) hours.

## 27. Benefits

27.01(a) The Company will pay the prevailing medicare premium rates established by the provincial government up to the rates in effect to April 30, 1987.

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These payments will be maintained for a twelve (12) month period when an employee is sick or disabled by accident.

- (b) The Company's contribution to employees' insurance shall be applied first on account of those plans to which the employer's contribution is not taxable in the hands of the employee.
- 27.02 The Abitibi-Price Weekly Indemnity Plan forms part of this Agreement and is attached hereto as Appendix "A". The premium cost will be borne by the Company. The 5/12 of the U.I.C. premium reduction will continue to be retained by the Company.
- 27.03 The Abitibi-Price Long Term Disability Plan forms part of this Agreement and is attached hereto as Appendix "B". The premium cost will be borne by the Company.
- 27.04 The Company will pay the prevailing premium costs for the Supplementary Health Care Plan up to the rates in effect to April 30, 1987. This **Plan** forms part of this agreement and is attached hereto as Appendix "C".
- 27.05 The Dental Care Plan forms part of this Agreement and is attached hereto as Appendix "D". Employee contributions towards the cost of **this** Plan are \$1.10 per month for single coverage and \$3.85 per month for family coverage. The Company will absorb the remaining cost of this Plan including additional future premium increases through to April 30, 1987.
- 27.06 The Group Life Insurance Plan coverage is  $2\frac{1}{2}$  times annual earnings with a

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maximum coverage of \$60,000. The premium cost will be borne by the Company and the Plan is subject to insurance regulations.

- 27.07 The Company will maintain \$2,500 Group Life Insurance for retired employees at no cost to the Pensioner provided he was covered by Group Life Insurance during his employment.
- 27.08 Changes in the level of an employee's insurance benefits due to the application of the wage increases will become effective on the first of the month following ratification of the memorandum of Agreement for all employees actively at work on that date. For employees who are not actively at work on that date the changes will become effective on the date he returns to active employment.
- 27.09 Insured employees who become disabled on or after June 1, 1982 who continue to be disabled for longer than twelve months may continue their coverage in the Group Life Insurance and Dental Plans, at their option, until the expiration of the twenty-four month period commencing with the date of disability. Such employees may continue coverage in the Supplementary Health Care Plan, at their option, until the earlier of retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees.
- 27.10(a) The Abitibi-Price Pension Plan, which is registered in the Province of Ontario, forms part of this collective agreement. It is understood and agreed that no amendments will be made to this pension plan until the expiration of the moratorium referred

to in Section 15 of the Memorandum of Agreement signed in Ottawa, on the 26th day of September 1981.

- (b) <u>Information</u> The Company agrees to <u>furnish</u> the signatory Unions with an annual statement showing for the pension fund:
  - (1) Income from investments.
  - (2) Company contributions.
  - (3) Total contributions.
  - (4) Total paid-up annuities purchased and total pension payments made.
  - (5) List of pensioners retiring each year, and amount of pension (5 year guarantee basis).
  - (6) Numbers and ages of separations and entries into the Plan.
  - (7) Amount of recoveries through terminations.
  - (8) Any other information necessary to properly evaluate the Retirement Income Fund (Pian) including a copy of any and all actuarial valuation made of the Plan.
- (c) <u>Duration</u> Written request for changes to this Plan shall be filed no later than four (4) months prior to the expiry date.
- 27.11(a) Joint Retirement Board The membership of the Joint Retirement Board will include two employee representatives and a third member who shall be a National Officer or his designee. Three (3) regular meetings will be scheduled each year, including a meeting at which the actuarial valuation

and other financial and statistical reports will be presented. Urgent applications for early retirement, which cannot be held up for the regularly scheduled meetings, will be dealt with by a quorum after contacting the Union Representatives by telephones.

(b) The Company will arrange and pay transportation and hotel expenses (when necessary) plus \$25.00 a day to cover meals and incidental charges for the Union Retirement Board members who are employees. Scheduled days lost will be paid for on the basis of eight (8) hours per day at the employees' regular rate:;.

## 28. Meals

39A8/999

28.01 An employee who is required to work more than two (2) hours beyond the end of his regular shift will be provided with at hot meal. Thereafter, an additional hot meal will be supplied at four (4) hour intervals unless the fourth (4th) hour completes his work assignment.

#### 29. Punch Cards

29.01 If the Company changes, amends or alters an employee's punch card for any reason, the employee will be notified before the end of the current pay period.

29.02 Card rates will be updated to reflect the level of operation, permanent promotion or demotion.

#### 30. Metrification

- 30.01 The Company will pay the cost of all education related to the metric system if such education is deemed necessary by the Company.
- 30.02 In those cases where an employee already owns **a** tool in Imperial measure and the Company requires him to own the equivalent tool in metric measure, the Company will pay for 50% of the cost of the required metric tool.

#### 31. Safety

- 31.01 An employee losing time during his normal day or shift because of an injury occurring on the job will receive his regular pay for that day or shift.
- 31.02 The Company will pay \$25.00 annually towards the purchase of protective footwear.
- 31.03 On application to supervision individual cases involving accidental contact with corrosive chemicals will be considered. Protective clothing is now provided for planned work with these materials.
- 32. Joint Health and Safety Conference See Master Agreement.
- 33. Trades Promotion PlanNot Applicable to Local 239
- 34. Electricians Promotion Plan
   Not Applicable to Local 239
- 35. Apprenticeship Plan
   Not Applicable to Local 239

#### 36. Grievance/Arbitration

36.01 In case of a grievance arising in the Mill it shall be reported to the Manager, preferably in writing. If the Manager and the men are unable to arrive at a satisfactory settlement within forty-eight (48) hours, the question shall then be referred to the General Manager of the Company and the Vice-president of the National Union concerned or their accredited representatives, and on failure to agree, shall be left to arbitration; the General Manager of the Company to select one man, the Vice-president of the National Union concerned to select one man and the two thus chosen to select a third party who will confer and render a decision within five (5) days.

36.02 Upon failure to agree upon selection of a third party, the matter shall be referred to the Provincial Minister of Labour with the request that he appoint the third arbitrator. The decision of the Board shall be final and binding upon both parties, it being understood that the function of the Arbitration Board shall be to interpret and apply this agreement.

36.03 This Board, however, shall have no authority to add to or subtract from or to modify or extend any of the items of the agreement or any agreement made supplementary hereto, except by mutual consent of the Company and the Union. If an employee is unjustly discharged, his case shall be reported to the Manager within forty-eight (48) hours, and if, on investigation it is found that he was unjustly discharged, he shall be reinstated without lost time.

36.04 In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance

or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified. Such decision shall be final and binding on both parties to this agreement.

#### 37. Mill Rules

# 37.01 Starting and Stopping of Tour Workers

- (a) Each worker is required to be in his place when his tour begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job.
- (b) If a Tour Worker does not report for his regular shift, his mate shall notify the department Superintendent or Foreman. He shall then remain at his post until a substitute is secured.
- (c) It is the duty of a Tour Worker to report for his regular shift unless he has already arranged with his Foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his Foreman or at the office as early as possible before the beginning of his tour, and the person receiving this notice must complete the standard report provided for recording such notice.
- 37.02(a) If an employee has been absent from work without arrangement, or without notice under the preceding paragraph, he shall report to his Super-

intendent for instructions before returning to work.

- (b) Should investigation of a case of absenteeism fail to disclose a bona fide reason, management shall discipline the absentee as follows:
  - First Case Instruction and warning.
  - 2. Second Case Instruction and up to three (3) days lay-off.
  - 3. Third Case Instruction and lay-off subject to discharge.
- (c) It is understood that should an employee have a clear record for a full twelve-month (12) period between steps 1 and 2 or steps 2 and 3, or after stage 3, his record shall be considered clear.
  - (d) Should the unarranged absence of an employee be of sufficient length, or the reasons for the absence be of such a nature to indicate irresponsibility in the individual concerned, management may discipline the offending employee with a lay-off subject to discharge.
  - (e) All cases of unarranged absenteeism will be recorded on the employee's record by the employment supervisor who will be given a written report of each case by the Superintendent concerned. A copy of this report will be sent to the individual and Secretary of the Union concerned.

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

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

#### 37.05 Causes for Discharge

Incompetency.
Bringing intoxicants into the Mill.
Smoking while on duty except in prohibited areas.

Refusal to comply with Company's rules. Giving or taking of a bribe of any nature, as an inducement to obtaining work or retaining a position.

Reading of books or newspapers while on duty. Reporting for duty under the influence of liquor.

Destruction, removal or waste of Company's property.

Disorderly conduct.
Dishonesty.
Disobedience.
Neglect of duty.
Deliberate sleeping of duty.
The disfigurement of Bulletin Boards and interference with Company notices.
Any offence sufficiently grave to warrant discharge.

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

#### 37.07 Fire Service

- (a) In case of fire, all employees must assist in preventing destruction of the Company'- property. Fire apparatus must not be removed from its place or used, except in case of fire. No torches or lamps shall be used in any building;.
- (b) The Company will train employees in this area as it deems necessary.
- 37.08 Leaving the Plant No employee shall be permitted to leave the plant during working hours without the permission of the head of his department. Employees stopping work and leaving the job are required to punch out when leaving and punch in again when returning to the job. This does not refer to men who are specially instructed by the department head to go out for special reasons having to do with the job.

37.09 Suggestion System - The making of suggestions by all employees is encouraged by

the management under the Suggestion System. Labour-Management Committee, with equal representation of employees and management, meets once monthly to discuss mill improvements, safety, quality of products, etc. Any suggestions you may have when submitted to this Committee will receive every consideration.

37.10 Time Cards - The punching of any other employee's time card or the punching of your card by anyone other than yourself is strictly forbidden.

#### 37.11 Safety System

- (a) All employees must cooperate to the fullest extent in promoting the safety of the mills in the Company. Safety is part of your job, and under no circumstances does this Company require of its employees that they shall risk life or limb in carrying on its work
- (b) For your protection, and that of your fellow employees, you must make sure that you fully understand the nature and risk of any work assigned to you before attempting to proceed with it. If the instructions given you by your immediate superior, fellow worker and/or your Foreman are not entirely clear, do not hesitate to ask for further information.
- (c) Unseemly conduct, including any form of horseplay or of making unnecessary noises, is dangerous and is positively forbidden,

- (d) Employees must not wear clothing, jewellery or footwear that can readily become tangled in moving equipment. Protective clothing must be worn when conditions necessitate, and all clothing not is use must be kept in lockers provided for this purpose. Protuding rags and loose clothing are a major cause of careless accidents.
- (e) "Hold Do Not Start" tags are to be used by all mill personnel authorized to perform maintenance work or adjust equipment, and in all instances before such duties are performed, the tag must be used. Employees using these tags must assure themselves that the proper switch, valve or control has been tagged out, and where possible, double check to be certain, In all cases where push buttons control equipment, said buttons should be pushed at least twice to make sure that the proper switch has been pulled and tagged.
  - shall be hung on any opened electrical switch to indicate that work is being done on equipment controlled by the switch. At no time shall the switch be closed while the tag is on it. Reliance for protection is not to be placed on tags on push buttons because of the possibility of accidental contact with the button and consequent energizing of equipment. There is also the possibility of control circuits be-

coming defective through moisture, breaking down of insulation, etc., which would also result in energizing of equipment without warnings.

- ii) Each "Hold Do Not Start" tag must bear the signature of the men who hung it on the switch. Workmen shall not borrow the "Hold + Do Not Start" tags bearing another person's signature.
- In case there are several men or crews performing different types of work independently on a motor or machine, each man or crew Foreman shall use his own tag. The tag shall only be removed by these men or Foremen when the job is completed after each one has assured himself that all of the men under his direction are in safe position. If the Supervisor thinks it necessary, on major repair work, each man may be required to use his own tag and personally remove it when he completes the work assigned to him.
- iv) In case of long jobs extending from one shift to another, the man who tagged the equipment must, before leaving the mill, go to the control with the man who relieves him, remove his tag, and see that his relief worker hangs his tag on the control. Failure to follow the proper tag

removal procedure will result in the man who neglected to remove his tag before leaving the mill, being called from home on his own time to remove it before the equipment can be started.

- v) "Hold Do Not Start" tags shall be removed Only by the person whose name appears on the tag, except in the case of an emergency, in which event the Master Mechanic and Departmental Superintendnet, or their appointees, must make an "on the spot" decision as to the tag removal, after all due safety precautions have been taken.
- (f) Safeguards must not be removed except for necessary repairs. If removed they must positively be replaced as soon as work is completed and to prevent accidents where the job has been only partially completed.
- (g) Employees must not ride on freight elevators except when accompanying a load or otherwise authorized.
- (h) All accidents must be reported promptly to your Foreman and all employees when injured, even to a minor extent, must promptly avail themselves of the First Aid facilities provided at the mill.
- (i) In the interest of safety, every new employee shall be instructed how to stop machinery which he is required to work around regularly.

- (j) Eye injuries can be prevented, and all employees using grinding equipment, portable or stationary, chipping hammer, using compressed air to clean machinery, etc., are absolutely forbidden to use such equipment without wearing goggles or face guards always available in mill stores for your protection.
- (k) Report unsafe work conditions at once to your Foreman. Safety Committee meetings are held regularly. Raise your problem concerning safe work methods and job hazards at these meetings through the Safety Committee Member in your department.
- (1) Good housekeeping at all times on every job is important and the wearing of safety shoes is strongly recommended
- (m) All electrical equipment is dangerous.

  Do not meddle with it. In case of trouble, call an Electrician.
- (n) The use of compressed air for cleaning purposes should be held to a strict minimum. Never use compressed air for blowing off your clothing and never aim a compressed air hose in the direction of anyone.
- (o) Familiarize yourself with the location of the nearest fire fighting equipment in your department and understand how to use it.
- (p) Do not operate any equipment without proper authority to do so.

- (q) Any unsafe work practices are absolutely forbidden.
- 37.12 Removal of Tools Anybody leaving the employ of the Company shall not remove any tool from the premises until they are first inspected by the Head of his department or the Master Mechanic.
- 37.13 Use of Telephones The mill telephones are primarily for Company business. When personal calls are necessary, a minimum of time should be used. Emergency calls only will be accepted for men on shift. Inquiry will be made at the switchboard and such messages will be delivered promptly. Those in charge at nights will see that these regulations are followed
- 37.14 Smoking Smoking is absolutely prohibited everywhere throughout the entire mill yards. Smoking will be permitted only in approved areas inside the mill buildings. A list of same is shown below:
  - (a) Steam Plant
  - (b) Truck and Repair Garage
  - (c) Digester Charging Floor
  - (d) Yard Slasher Mill Dressing Room
  - (e) Lunch Room
  - (f) Yard Office
  - (g) Store Room, Main Floor Only
  - (h) All Dressing Rooms and Lock Rooms
  - (i) Machine Shop
  - (j) Grinder Room
  - (k) Wet Machines
  - (1) Screen Room
  - (m) Designated Smoking Zones ONLY in Paper Mill

- 37.15 Permit for Trucks, Inspection of Cars, Etc. No trucks will be permitted to enter or leave the plant after 5:00 p.m. without a special permit signed by the Manager or his Deputy, and it is the duty of the Watchman to see that this rule is enforced. The Company also reserves the right at any time to examine all or any cars or containers leaving the mill in the presence of the owner.
- 37.16 Lockers Lockers are supplied to each employee and keys are obtainable from the department office.
- 37.17 Parking Lots The Company has provided parking space for cars and bicycles and all such vehicles must be kept in designated space and not taken to other parts of the mill.
- 37.18 Recreation Hall is in the office basement and is available for the use of the employees, and they are expected to use and treat same as if it were their own property. Any employees wishing to entertain guests, other than mill employees, in the hall, will have to obtain permission from the Management.
- 37.19 Drinking Water Drinking fountains have been installed at various points in the mill for the use of employees. Water from such fountains has been approved by the Department of health and other sources must be considered contaminated.
- 37.20 Insurance All employees are required to enroll for Group Life Insurance before the end of three (3) months from the date of employment. Temporary employees must enroll at the end of six (6) months. This insurance is carried by the Sun Life Insurance Company. On leaving employment, prior to

retirement, these policies may be retained without examination by making application direct to the Sun Life Insurance Company but at rates established by them.

- 37.21 Physical Examination Physical examination by the Company Doctor must be taken by all new employees and is optional without cost to all employees.
- 37.22 Unemployment Insurance Subject to regulations of the Unemployment Insurance Commission, all employees must be covered under the Act.
- 37.23 Retirement Income Plan All new employees must become members of the Retirement Income Plan when eligible.
- 37.24 Discipline when any disciplinary action is being taken by the Company, the employee will have Union representation, if he so desires.
- 38, Job Classification Plan See Master Agreement.
- 39. Wage Schedule
- 39.01a) The attached schedule of wage rates (Appendix G) shall be effective under this Agreement.
- 39.01b) Notwithstanding Article 39.01(a), in the intervening months between date of ratification (June 19, 1984) and May 1, 1985, the parties will meet in good faith to develop an acceptable profit-sharing plan during the time frame indicated. If an agreement is reached then the new plan will apply and replace the May 1, 1985 and May 1, 1986 sections of the

various wage schedules. The implementation of such a program will be subject to ratification by the Union membership.

the Union membership.

39.02 A shift differential of thirty cents (30¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 4 p.m. and 12 midnight and a shift differential of forty cents (40¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 12 midnight and 8 a.m. Effective May 1, 1985, the 4 - 12 shift differential will be increased to thirty-five cents (35¢) per hour and the 12 - 8 shift differential will be increased to fifty-cents (50¢) per hour. This shift differential shall not apply to day workers on overtime work.

39.03 Tour and shift workers absent on Vacations, Holidays with pay, paid Sick Leave, Funeral Leave or Jury Duty Shall not be entitled to the night shift differential.

39.04 When equipment of a type new to the mill or a major change in the process system results in the creation of a new job or jobs, every effort will be made to determine a permanent rate for the job or jobs within three (3) months of the date at which the duties and responsibilities are definitely established.

39.05 It is the Company's responsibility to decide the necessity for providing replacement Foremen. When it is necessary to move a man up to replace an hourly rated Foreman, the Company will pay the rate for the job. Man assigned responsibility in the absence of a salaried Foreman or a superintendent shall receive a premium of sixty (60) cents per hour while they are carrying such responsibility. Where in specific cases present policy is more

generous than that in the wording above, then the present policy shall be continued. It is understood that when foremen are absent for one day or more, the Company will set **up** another man to carry the foreman's responsibility during such absence. It is further understood that the company reserves the right to determine when it is necessary to set up a replacement for a superintendent absent for one day or more. The above premium in all cases shall be applicable only when the man has been officially designated to take on such responsibility.

39.06 The Company will accept the wage rates as outlined in the Papermakers' Wage Scale insofar as classes and rates for Machine Tenders, Back Tenders, 3rd Hand, 4th Hand, 6th Hand and Beater Engineers are concerned for classes 20 to 12° inclusive. Widths, speeds, frequency of speed rate adjustments and stack adjustments to remain as provided for in the present agreements and/or presently in effect.

39.07 The accepted schedule is applicable to either **six** (6) or eight (8) hour shifts.

# 40. General

40.01 Superintendents, Assistant Superintendents, Foremen, Watchmen and Office Staff, including General Office, Engineering and Chemical are considered Management under this Agreement.

40.02 Use of the masculine gender in this agreement shall be considered also to include the feminine



- 40.03 The Company shall pay lost time for Local Union Officers and stewards attending meetings called by Divisional Management.
- 41. Boat Loading Not Applicable to Local 239
- 42. Local Issues See Master Agreement.
- 43. Term of Agreement
- 43.01 The Company and the Union agree that they will abide by the articles of this agreement for a period of three (3) years from May 1. 1984 to April 30, 1987 and from year to year thereafter, subject to not less than thirty (30) days' notice in writing prior to April 30, 1987 and in any succeeding year, by either party desiring a change and on failure to arrive at satisfactory settlement, the agreement will automatically terminate.
- 43.02 The Union shall have the right to discuss local adjustments with Management at divisional level prior to April 30, 1985 and April 30. 1986, and prior to negotiations 1987. All local adjustments must be submitted in writing by February 15th of that year for discussion and final settlement at local level prior to April 30, 1985 and April 30, 1986, and prior to wage negotiations 1987, and where granted will become effective May 1. It is understood that "local adjustments" are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility. Jobs covered by the papermakers' wage scale or included in the Job Classification Plan will not be subject to the "local adjustments" process,

Signed this 5 day of December 1984 at Thunder Bay, Ontario.

Abitibi-Price

Canadian Paperworkers

# APPENDIX 'A'

# ABITIBI-PRICE INC.

# WEEKLY INDEMNITY PLAN

#### 1. DEFINITIONS

In this plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily injury caused by external, violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this plan;
- (c) "Employee" means an employee in the active employment of the Company, who participates in this plan;
- (d) "Insurer" means the insurance company or carrier appointed by the Company:
- (e) "Plan" means the Abitibi-Price Inc. Weekly Indemnity Plan;
- (f) "Wage" means an employee's regular weekly wage, based on forty (40) times his straight time average rate for the forty (40) hours worked prior to the start of disability, excluding any overtime premium or shift bonus. Employees who are regularly scheduled to work a 42 hour work week will have their benefits calculated on that base.

#### 2. PARTICIPATION

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

# 3. AMOUNT OF DISABILITY BENEFITS

(a) The amount of disability benefits shall be seventy percent (70%) of an employee's wage, as defined in Section 1 (f), immediately preceding the date of disability with no maximum.

# (b) Change in Benefits Any employee not actively at work on the effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active em-

(c) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section (a) hereof.

#### 4. ELIGIBILITY FOR PAYMENT

ployment.

(a) i) Except in the case of disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability

benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any illness, beginning after 3 consecutive days of continuance of the disability.

- ii) In the case of a disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any one accident or such sickness commencing from the date of the accident or first day of hospitalization.
- (b) An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.
- (c) An employee shall not be eligible for an amount of disability benefit under this plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.

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

- (d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment. for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- (e) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on a full time basis.
- (f) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
  - Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

- ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation. or
- iii) Self-destruction or any selfinflicted injury, while sane or insane, or
- iv) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
- Disability for which the employee is not under the treatment of a physician except that authorization for benefits by a chiropractor shall be permitted for up to four weeks per insured person per calendar year, or
- vi) Alcoholism or Drug Addiction, unless the employee is 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.
- (g) 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.

- (h) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
- (i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- (j) An employee on Weekly Indemnity who is determined as being fit for "light duty" by a licensed physician and if no "light duty" work is available, he shall remain on Weekly Indemnity Benefits in line with Section 4 (a)(i).
- (k) i) An amount of disability benefit under the plan shall not be paid in event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.
  - i) For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a nor-

mal leave of absence for legitimate personal reasons.

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

When an employee becomes ill on a Friday, the three (3) day waiting period will be extended to the Monday. However, if the employee in this instance fails to see his doctor on the Monday immediately following the Friday, the grace period will revert to three (3) days only.

# 6. MISCELLANEOUS PROVISIONS

- (a) An employee who is absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, and is unable to return to active employment when eligible because of a disability, shall, upon the date of his return to active employment, be eligible to participate in this plan:
- (b) An employee absent on an authorized leave of absence on the date he was

to become eligible under this plan, shall, upon the date of his return to active employment, be eligible to participate in this plan:

- (c) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan, but not beyond the end of the policy month next following the policy month in which such employee ceased work.
- (d) If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

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

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

#### GOVERNMENT DISABILITY PLANS

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

- (b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans:
- (c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

# 8. COMPANY PENSION PLAN DISABILITY BENEFITS

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

# 9. PHYSICAL EXAMINATIONS

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

physician or physicians designated by the Company and/or insurer.

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

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

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

#### 10. ADMINISTRATION

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

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

# APPENDIX 'B'

# ABITIBI-PRICE INC.

# LONG TERM DISABILITY PLAN

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

#### 1. ELIGIBILITY

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

#### 2. EFFECTIVE DATE OF COVERAGE

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

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

#### QUALIFYING PERIOD

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

#### 4. DEFINITION OF DISABILITY

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

## 5. AMOUNT OF BENEFIT

(a) 50% of regular straight time hourly rate, multiplied by 2,080 and divided 8405 by 12, up to a maximum monthly OSO1500 payment of \$1,500. 55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a 8407 maximum monthly payment of \$1,650 for employees who commence LTD 0551650 coverage on or after July 1, 1984. (\$1,800 for employees who commence 8605 Long Term Disability claims on or after May 1, 1986.) The regular OSS/800 straight time hourly rate shall be the rate used to calculate Weekly Indemnity benefits.

> (b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Govern

ment disability plan (except increases in such amounts occurring 12 months or more after disablement), Workmen's Compensation, or any other nonprivate disability income plan.

#### 6. DURATION OF BENEFITS

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

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

(NOTE: If there is a recurrence of the same disability within four (4) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the Abitibi-Price Inc. Weekly Indemnity Plan.)

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

# 7. CONTINUATION OF GROUP LIFE INSURANCE DURING DISABILITY

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

#### 8. EXCLUSIONS

- (a) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or
  - iii) Self-destruction or any selfinflicted injury, while sane or insane, or
  - iv) Disability for which the employee is not under the treatment of a physician, or
  - v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- (b) i) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by

the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

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

#### 9. REHABILITATION

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

# APPENDIX 'C'

# ABITIBI-PRICE INC.

# SUPPLEMENTARY HEALTH CARE PLAN

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

# **ELIGIBILITY**

# Employees

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

# Dependents

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

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

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

# DESCRIPTION OF BENEFIT

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

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

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

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

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

#### COVERED EXPENSES

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

Class I Expenses

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

## Class II Expenses

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

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

PROFESSIONAL AMBULANCE SERVICE when used to transport the individual from the place where he is injured by an accident or striken 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 SUP-PLIES in connection with

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

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

CONVALESCENT HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES up to the difference between the hospital's daily charge for ward and average semi-private accommodations for as many as 120

days during any one period of disability provided the individual is admitted to the convalescent hospital within 14 days following confinement in a hospital. All confinements in a convalescent hospital will be considered **as** one period of disability unless confinements are separated by at least 90 days.

TREATMENT BY A PROVINCIALLY LICENSED CHIROPRACTOR, 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.

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 vist and \$10 for each additional visit but not more than 30 visits in any calendar year.

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

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

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

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

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

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

will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal province of residence.

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

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

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

ANESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS.

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES.

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.

GENERAL DEFINITIONS

Definitions

Definitions relating to this Plan shall be those set out in Excelsior Life Insurance Company policy XC2652, effective November 1, 1970.

Continuation of Supplementary Health Care Benefits For Incapacited Children:

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

#### EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

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

(7) Any injury or disease which results from an act of war or hostilities of any kind.

Co-ordination of Benefits

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

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

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

Termination of Benefits

Termination of Employment:

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

Workmen's Compensation:

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

Weekly Indemnity:

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

Leave of Absence:

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

Lay-off:

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

Changes to Report

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

(1) Employee without dependents.

(2) Employee with dependents.

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

Payment of Claims

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

# APPENDIX 'D'

# ABITIBI-PRICE INC.

# DENTAL CARE PLAN

#### **ELIGIBILITY**

You, your spouse and your unmarried dependent children under age 21 are eligible for inclusion in the Plan after your continuous employment for ninety (90) working days.

#### EFFECTIVE DATE OF BENEFITS

# Employee:

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

# Dependent:

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

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

# THE PLAN

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

- (a) 100% of the cost of Class I covered expenses, and
- (b) 50% of the cost of Class II and Class III covered expenses based on the 1982 Provincial Dental Association Schedule of Fees. (Effective July 1, 1984: the 1983 Provincial Dental Association Schedule of Fees; effective May 1, 1985, the 1984 Provincial Dental Association Schedule of Fees. Effective May 1, 1986; the 1985 Provincial Dental Association Schedule of Fees.)

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

#### COVERED EXPENSES

#### Class I Procedures:

- Oral examinations, including scaling and cleaning of teeth.
- Topical application of sodium or stannous fluoride.
- Oral hygiene instruction.
- Dental x-rays.
- Extractions.
- Oral surgery, including excision of impacted teeth.
- Analgam, silicate and plastic composite fillings.
- Anaesthetics administered in connection with oral surgery or other covered dental services.

- Injections of antibiotic drugs by the attending dentist.
- Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- Endodontic treatment, including root canal therapy.

#### Class II Procedures:

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

## Class III Procedures:

 Orthodontic treatment, including correction of malocclusion.

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

- (i) cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist, and
- (ii) installation, adjustments, repairs and relining of complete dentures may be made by a dental mechanic or denturist legally

practicing within the scope of his license, but any charges in excess of the amount specified for such services and supplies in the dental mechanics' or denturists! tariff of the Province where such services and supplies are received will be disregarded.

#### PRE-DETERMINATION OF BENEFITS

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

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

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

### **EXCLUSIONS**

The Plan does not cover:

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

#### TERMINATION OF BENEFITS

# Termination of Employment:

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

## Workmen's Compensation:

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

## Weekly Indemnity:

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

Leave of Absence:

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

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

Lay-off:

Benefits will cease upon lay-off. In the event that an employee has a course of treatment approved by the insurance company prior to the lay-off, that course of treatment will be covered under the plan.

#### HOW TO CLAIM

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

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

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# APPENDIX 'E' ABITIBI-PRICE INC. TRADES PROMOTION PLAN

Not Applicable to Local 239.

APPENDIX 'F'

ABITIBI-PRICE INC.

APPRENTICESHIP PLAN

Not Applicable to Local 239.

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# APPENDIX 'G'

# ABITIBI-PRICE INC.

# WAGE SCHEDULE

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1,
Classifications	Class	1704	1700	1986
Coating Preparation	n Depa	rtment		μ
Starch Cooker	17	15.77	16.565	17.395
Mixer Man	12	14.69	15.39	16.16
Material Man	7	13.77	14.385	15.105
First Helper	8	13.94	14.57	15.30
Puddler Man	3	13.12	13.665	14.35
Furnish Preparatio	n Depa			1
Beater Engineer		17.81	18.53	19.45
Panel Board Oper.	13	14.89	15.61	16.39 '
Head Furnisher	5	13.435	14.015	14.715
Chemical Man	4	13.27	13.83	14.52
Broke Beater				
Lead Hand	3	13.12	13.665	14.35
Solvo Pulper Oper.	. 2	12.96	13.49	14.165
Solvo Pulper Loade	er 1	12.83	13.34	14.01
No. 8 Paper Machin	ne			
Pulper Loader	4	13.27	13.83	14.52
Roll Splitter	4	13.08	13.60	14.28
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Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
Classifications	Ciuss	1,01	1,03	7,00
No. 5 Paper Mach	nine - C		22	
Machine Tender		17.20	17.89	18.78
Back Tender		16.31	16.96	17.81
Third Hand		15.09		
Fourth Hand		14.23		
Fifth Hand		13.82		
Coater Man		13.74	14.29	15.00
No. 6 Paper Macl	nine - C	lace No	26	
Machine Tender	inic - C	17.61	18.31	19.23
Back Tender		16.78	17.45	18.32
Third Hand		15.34		
Fourth Hand		14.31		
Fifth Hand		13.93		
Coater Man		13.81		
Sixth Hand		13.49		
		., .,	20	
No. 8 Paper Mac	nine - C	lass No.	<u> 29</u>	
Machine Tender		10 00	10 00	10.74
(Class No. 30)		18.08		19.74
Back Tender		17.03		
Third Hand		15.57		
Coater Man		15.36		16.77
Basement Wire M	an	14.45		
Fourth Hand		14.41		
Fifth Hand		13.99		
Sixth Hand		13.51	14.05	14.75

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
Trailing Blade Coat	ter			
Operator	<del></del> 18	15.995	16.81	17.65
Assistant Operator	12	14.69	15.39	16.16
Reel Man	8	13.94	14.57	15.30
Paster Man	4	13.27	13.83	14.52
Rewinder Operator	12	14.69	15.39	16.16
Rewinder Helper	3	13.12	13.665	14.35

The following premium will be paid to the Trailing Blade Rewinder when running a deckle edge or shipping rolls:

	Deckle	Edge	Shipp	oing Rolls
Operator Helper Utility Helper	,12 pc	er hour er hour er hour	.03	per hour per hour per hour
Paper Mill Miscella	aneous	15 50	1/ 10	17 00
Clothing Man		15.57	16.19	17.00
Clothing Helper A		14.17		15.48
Clothing Helper B		14.02	14.59	15.33
Basement Cleaner				
& Swiper	1	12.83	13,34	14.01
Cleaner				
(Power Vacuum)	1	12.83	13.34	14.01
Helper (Cleaner)	ī	12.83	13.34	14.01
Paper Mill Head'	_	10.00	10.01	1101
Oiler	15	15.295	16.05	16.855
Paper Mill Oiler	9	14.09	14.735	15.47

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
Finishing Departm	ent			
Assistant Roll				
Fin. Foreman	17	15.77	16.565	17.395
No. 8 Machine Wid Supercalender C	p. 15	15.295	16.05	16.855
No. 9 Machine Wid Supercalender C No. 10 Machine W	p. 15	15.295	16.05	16.855
Supercalender C No. 1,2,3,4,5 Sup	p. 15	15.295	16.05	16.855
calender Operate No. 8 Machine Wie	or 11	14.51	15.195	15.955
Supercalender H No. 9 Machine Wid	lpr.7	13.77	14.385	15.105
Supercalender H No. 10 Machine W	lpr.7	13.77	14.385	15.105
Supercalendar H	lpr.7	13.77	14.385	15.105
Supercalender Utility Helper No. 9 Machine Wie	3	13.12	13.665	14.35
Supercalender Utility Helper No. 10 Machine W Supercalender	3 'idth	13.12	13.665	14.35
Utility Hlpr.	3	13.12	13.665	14.35
No. 1,2,3,4,5, Su calender Helper	2	12.96	13.49	14.165
Rewinder No. 8 Machine Wie	dth			
Rewinder Oper.	11	14.51	15.195	15.955
No. 9 Machine Wie Rewinder Oper.	11	14.51	15.195	15.955
No. 10 Machine W Rewinder Oper.	11	14.51	15.195	15.955
No. 1,2,3,4,5 Rew Operator	7	13.77	14.385	15.105
No. 8 Machine Wi Rewinder Helper		13.27	13.83	14.52

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
Rewinder (cont'd)				
No. 9 Machine Wic	łth			
Rewinder Helper		13.27	13.83	14.52
No. 10 Machine W		20101	22700	
Rewinder Helper	4	13.27	13.83	14.52
No. 8 Machine Wid	lth			
Rewinder Utility				
Helper	2	12.96	13.49	14.165
No. 9 Machine Wid	lth			
Rewinder Utility				
Helper	2	12.96	13.49	14.165
No. 10 Machine W	idth			
Rewinder Utility				
Helper	•		30.40	
Small Rewinder Hly	or Z	12.96	13.49	14.165
The following pre	mium	will be	naid to	No

The following premium will be paid to No. 9 Machine Width Rewinder when running a deckle edge:

Operator	\$.20 per hour
Helper	\$.12 per hour
Utility Helper	\$.08 per hour

Material and Roll Ha	ındlin	ıg		
Day Floorman	6	13.595	14.19	14.90
Floorman Trucker	4	13.27	13.83	14.52
No. 1 Roll Handler	4	13.27	13.83	14.52
No. 2 Roll Handler	4	13.27	13.83	14.52
No. 3 Roll Handler	4	13.27	13.83	14.52
Roll Wrap and Shipp	ing			
Loading Foreman	11	14.51	15.195	15.955
Inventory Controller	•			
& Trucker	9	14.09	14.735	15.47
Roll Wrap Operator	8	13.94	14.57	15.30
No. 1 Roll Loader	7	13.77	14.385	15.105

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
D 11 337 1 C1 :	. ,	41 13		
Roll Wrap and Shi	pping (	cont'd)	14 205	35 105
No. 2 Roll Loader	7	13.77	14.385	15.105
Roll Wrap Utility	,,,	30 405		34 535
Trucker	5	13.435	14.015	14.715
Loader Helper	2	12.96	13.49	14.165
~				
Coreroom		10 00	10.00	14.50
Core Maker	4	13.27	13.83	14.52
Core Maker Helpei	r 2	12.96	13.49	14.165
~1 ·				
Sheeters				
Asst. Sheeter For		15.77	16.565	17.395
Jagenberg Sheeter				
(Precision Cut)	12	14.69	15.39	16.16
Jagenberg Sheeter				
(Precision Cut)	7	13.77	14.385	15.105
Sheeter Operators	7	13.77	14.385	15.105
Sheeter Helpers	2	12.96	13.49	14.165
Sheeter Trucker	2 2	12.96	13.49	14.165
Sheeter Loader	2	12.96	13.49	14.165
Sheeter Utility	1	12.83	13.34	14.01
Trimming and Fin	ishing			
Assistant Trimmer	· &			
Packaging Forema	an 14	15.095	15.835	16,625
No. 3 Trimmer Op		14.09	14.735	15.47
No. 2 Trimmer Op		14.09	14.735	15.47
No. 3 Table				
Trimmer Finishe	r 3	13.12	13,665	14.35
No. 2 Table		10110	15,000	2.400
Trimmer Finishe	er 3	13.12	13.665	14.35
Crtn Packaging O		14.30	14.965	15.715
Carton Packaging O	р. 10	14.30	14.703	13.113
	3	13.12	13.665	14.35
Helper No. 1	ر	13.16	10.000	14.33
Carton Packaging	3	13,12	13.665	14.35
Helper No. 2	3	13.14	13.003	14.33
Carton Packaging		32.0/	12 40	24 1/5
Helper No. 3	2	12.96	13.49	14.165

Classifications	JCP Class	May 1, 1984	May 1, 1985	May 1, 1986
Trimming and Finis	shing(c	ont¹d)		
Carton Packaging				
Finishine Trucke	er 3	13.12	13.665	14.35
No. 3 Trimming & Finishing Trucket	er 2	12.96	13.49	14.165
No. 2 Trimming & Finishing Trucket	?	12,96	13.49	14,165
Trimmer Utility	1	12.90	13.34	14.103
Timmer Ctinty	_	12.03	13.31	11.01
Sheet Finishing Ge				
Head Sheet Trucke		14.09	14.735	15.47
Sheet Trucker	8	13.94		15.30
Loader Helper	3	13.12	13.665	14.35
Skid Wrapper Oper				14.50
& Trucker	4	13.27	13.83	14.52
Skid Wrapper Hlpr	,	12.0/	10 40	14 1/5
& Trucker	2	12.96	13.49	14.165
Box Shop				
Box Shop Foreman	11	14,51	15,195	15.955
Sawyers	3	13.12	13.665	14.35
Power Nailer	2	12.96	13.49	14.165
Sheet Processing C			• • • • •	7.4.70
Clerk Stenciller	4	13.27	13.83	14.52
Clerk Weigher	4	13.27	13.83	14.52
Trimmer Sheet Smr		13.12	13.665	14.35
Sheet Sampler	4	13.27	13.83	14.52
Carton Stenciller Skid Stenciller	1 1	12.83 12.83	13.34 13.34	14.01 14.01
Skiu Stellcillei	1	14.03	13.34	14.01
Finishing Miscellan	eous (1	Unposted	()	
Roll Finishing		p	.,	
Utility	2	12.96	13.49	14.165
Sheet Finishing	_			
Utility	2	12.96	13.49	14.165
Carton Maker	1	12.83	13.34	14.01
Labourer	1	12.83	13.34	14.01 /3
				10

## BOSS MACHINE TENDERS

Boss Machine Tenders or Foremen on paper machines shall receive thirty-five cents (35¢) per hour per machine higher than the rate paid to the highest paid operating Machine Tender over which he has charge.

# BEATER ENGINEERS

Beater Engineers, or by whatever name they might be called, shall receive either Class  $^{\parallel}A^{\parallel}$  or Class  $^{\parallel}B^{\parallel}$  rate.

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

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

## HEAD CLOTHING MAN

The Head Clothing Man shall receive a rate not less than the highest Third Hand.

## APPENDIX 'H'

## CONTINUOUS OPERATION ABITIBI-PRICE PROVINCIAL PAPERS

THE FOLLOWING SUPPLEMENT WILL FORM PART OF THE COLLECTIVE AGREEMENT WHEN CONTINUOUS OPERATION IS IMPLEMENTED.

When implemented, continuous operation as per the attached schedule of rates will apply.

#### CONDITIONS

- One additional Statutory Holiday to be Boxing Day.
- 2. It is agreed that if operation of a paper machine or paper machines is scheduled for four (4) or more consecutive weeks of continuous operation, a seven (7) day swing will be instituted provided an average work week of forty-two (42) hours and the sixth (6th) day of work necessitated under such schedule will be paid at straight time rates. Men at the bottom will be laid off on reverting back to six (6) day operations. Schedules, hours of work and working conditions will be discussed and agreed upon prior to implementation.

If the Locals choose a forty (40) hour schedule, this can be arranged. If the seven (7) day swing is chosen, then payment is on the basis of the forty-two (42) hour averaging basis.

3. Every effort will be made to maintain existing vacation schedules.

- The present call-in clause will be changed to provide six (6) hours minimum on Sundays and Statutory Holidays.
- 5. For emergency shutdowns of twenty-four (24) hours or less [includes the shift in which the shutdown occurs and the two (2) shifts following] and all normal shutdowns occasioned by normal clean-up, clothing changes and scheduled normal maintenance, operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned. Tour Workers may be scheduled to work with day crews during these shutdowns and if so scheduled, will work Day Workers hours.
- Sunday. During any work week in which a paper machine operates on Sunday the crew putting on wires during that work week will receive six (6) hours wire pay and two (2) hours will be deducted from the regular hours of work.
- Add new clause as follows:

## REST PERIOD

A Day Worker working in excess of sixteen (16) hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

Any Day Worker, called in, who works two (2) hours or more after midnight, shall receive time off (at straight time) to the extent of one-half of all time worked between midnight and 8:00 a.m. providing he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time. On a Sunday, such rest pay shall be paid at one and one-half times an employee's regular rate provided the employee is scheduled to work that day.

8, It is not the Company's intention to operate a paper machine on a continuous basis while other operable machines in the mill are operated less than five (5) days.

