

**LABOUR AGREEMENT**

**BETWEEN**

local 92 of the

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA**

**Fort Frances, Ontario**

**Hereinafter called the "Union"**

**-and-**

**ABITIBI-CONSOLIDATED COMPANY OF CANADA**

**Fort Frances Division**

**Hereinafter called the "Company"**

**May 1, 2004 to April 30, 2009**

31264(06)

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## LABOUR AGREEMENT

This Agreement is made and entered into this **16th day of July, 2004**, by and between **Abitibi-Consolidated** Company of Canada, Fort Frances, Ontario, hereinafter referred to as the "Company", and A.F.L. C.I.O. (CLC), Communications, Energy and Paperworkers Union of Canada, Fort Frances Local No. 92, hereinafter referred to as the "Union".

### PREAMBLE

The mutual interest of employer and employee is recognized by this Agreement for the operation of the entire Plant or Plants 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. It is the further purpose of this Agreement to establish a relationship between the Management of the Company and its employees that will contribute towards the maintenance of industrial peace and promotion of a friendly community spirit; and it is recognized by this Agreement to be the duty of the Company and the men to cooperate fully, individually and collectively, for the advancement of these conditions.

Words importing the masculine gender shall include the feminine and vice versa.

### 100 RIGHTS OF PARTIES

- 101 The Union has all rights which are specified in the subsequent provisions of this Agreement and retains all rights granted by law.
- 102 It is agreed that the Company retains all the customary and normal functions of management except as they may be expressly restricted by the terms of this Agreement.
- 103 It is understood that none of the foregoing shall detract from the right of an employee or the Union to lodge a grievance in the manner

and to the extent provided in Article 1100 - Grievance Procedure.

- 104 The Company agrees to inform and discuss with the Union Executive as far in advance as possible any changes in manning, working procedures, scheduling of operations, or any other changes that might affect members of the Union.

## **200 UNION RECOGNITION AND SECURITY**

### 201 Recognition

- 201.1 The Union is recognized as the exclusive bargaining agent of the employees in the classifications listed in Appendix A to this Agreement.

The work currently being performed by the employees in the classification covered by Appendix A of this Agreement comes under the exclusive jurisdiction of the Local Union.

- 201.2 Superintendents, salaried foremen, watchmen and office forces are part of the Management of the Company.

### 202 Union Security

- (a) A new employee who is not a member of the Union shall become a member within thirty (30) calendar days. The Company shall instruct a new employee to this effect at the time of his employment. Employees covered by this Agreement shall maintain membership in good standing as a condition of employment.
- (b) A listing of new employees will be sent to the Union once per month or more frequently if the Union requests.
- (c) The Company will not contract out repair, maintenance and production work which is regularly performed by the maintenance and operating crews for which the mill is equipped, for which crews are available and which employees

are capable of doing and which can be carried out without undue delay. If contracting out becomes necessary, the Company will advise the Union as far in advance as practicable of the work and explain the reasons for the contracting. When a contractor is performing work for the Company he will be requested to give preference to such employees under the jurisdiction of the Union as are available and have necessary skills to perform such work.

- (d) The following will confirm our intentions with respect to contracted work.

During discussions with a contractor the Company will indicate, after discussion with the Union Executive, that bulletined cement men and truck drivers who are available and have the necessary skills to perform the work should be given preference to such work. Other classifications may be given consideration as above as the need arises.

### 203 Hiring Preference

- 203.1 The Company, when hiring new employees, shall give preference to members of the Union which is a party to this Agreement, when competent members are available for the positions.
- 203.2 In case of contract work, the Company will request that preference for unskilled labour be given to unemployed Union men.

### 204 Jurisdiction

- 204.1 The Company will discuss any significant changes in job content or work assignments with the Local before instituting the same. The Local Union Executive will be given an opportunity to discuss these proposed changes and offer suggestions before they are implemented.
- 204.2 The Company will not be asked to act upon jurisdictional disputes between Unions.



205 Check-Off of Dues

A voluntary and revocable payroll deduction plan and procedure for check-off of regular monthly Union dues is covered in a separate Supplementary Agreement dated October 22, 1968.

206 Mill Visits

Appropriate Union officials will be permitted to enter the mill after hours, provided they have signed in with the watchmen and discussed the reason for their visit with the supervisor of the department concerned.

**300 HOURS OF WORK**301 Normal Working Hours301.1 Day Workers

For day workers employment shall be on the basis of eight (8) hours per day. Hours of employment for day workers shall be from 8:00 a.m. to 4:00 p.m., inclusive of a thirty (30) minute lunch break and one fifteen (15) minute coffee period in the a.m. Machinery shall be started promptly and shall not be stopped except for breakdown or other emergency until three minutes before the time designated at the end of the working day.

301.2 Night Workers

In the case of night workers on regular assigned schedules (not tour workers) the regular times of starting and stopping work shall be substituted for the times specified in clause 301.1 above.

301.3 Tour Workers

- (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" workweek. The word "average" shall mean the workweek schedule already agreed upon.

302 Workday and Workweek

- 302.1 (a) The workday shall begin at 8:00 a.m. and shall end at 8:00 a.m. on the following day.

(b) No employee shall be scheduled for less than eight (8) hours.

- 302.2 The workweek shall commence at 8:00 a.m. on Sunday and shall end at 8:00 a.m. on the following Sunday. This provision is not intended to change the schedules presently in effect and merely defines the pay period, vacation week, etc.

- 302.3 Normal day or days off will be shown for employees on the weekly schedule posted no later than 3:00 p.m., Thursday, of each workweek. This schedule shall be subject to change with notification of affected employees up to 8:00 a.m. on Sunday, on seven-day operations and 8:00 a.m., Monday on operations of six days or less, without requiring the payment of premium pay under Section 603.2.

- 302.4 The regular scheduled hours of employment for maintenance day workers shall be five (5) consecutive days of work; eight (8) hours per day, forty (40) hours per week, between the hours of 8:00 a.m. and 4:00 p.m., inclusive of a thirty (30) minute lunch break and one fifteen (15) minute coffee period in the a.m. The workweek for employees in the maintenance trades will begin on Sunday or Monday at 8:00 a.m.

- 302.5 Any employee required to work 6 hours or more on Sunday will be given an alternate day off during that week.

- 302.6 The Company agrees to make every effort to limit the hours of work

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for any employee to a maximum of seventeen (17) hours in a twenty-four (24) hour period.

303 Reporting with No Work Available

Employees reporting for work on their scheduled shifts without having been notified by telephone four (4) hours before their shift starting time that their services will not be required, shall be given four (4) hours work or four (4) hours straight-time pay at no less than the rate of the job for which scheduled. This notification requirement shall not apply to employees not having a telephone.

304 Change in Scheduled Days Off

304.1 Employee Request

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.

304.2 Major Breakdown

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 assigned 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.

305 Normal Operating Hours

305.1 Operations

- (a) The Company shall have the right to schedule the operation of any or all departments without restriction up to and including seven days per week except for shutdown holidays as set forth in 701.1 and such other shutdowns as may be

necessary in the judgement of the Company.

- (b) No paper machine will be scheduled to operate in excess of six days unless all three machines are scheduled to operate on a five-day basis or more except under the following situations:
  - (i) If a paper machine is not scheduled to operate due to breakdown, scheduled maintenance or repairs, rebuilds, equipment installations, or other such reasons outside of determining which machines shall be scheduled to produce the required tonnage the above five-day restrictions shall not apply to that machine. (The above reference to "such other reasons" shall not be interpreted to include lack of orders.)
  - (ii) If such grades of paper are being manufactured on a given machine that schedules to provide the above cannot be arranged to produce the required tonnage, the above provision shall not apply to that machine.
- (c) If operations are reduced from seven (7) days and subsequently are increased to seven (7) days, the same type of swing schedules will be applied upon return to seven (7) days as are presently in effect unless changed by mutual agreement.

### 305.2 Shutdowns

When paper machines are operating on a seven-day basis the following shall apply to shutdowns of the type set forth in the following paragraph which occur during a shift for which paper machine operation has been scheduled provided that employees affected shall be only those scheduled to work under such operating schedules:

For emergency shutdowns of 24 hours or less (includes the shift in which the shutdown occurs and the two shifts following) and all normal shutdowns occasioned **by** normal cleanup, clothing changes and scheduled normal maintenance, operating crews will be

provided 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 hours. This paragraph does not apply to shutdowns occasioned by causes other than breakdown of mill operating equipment or to employees not scheduled to work.

#### **400 VACANCIES, PROMOTIONS AND LAYOFFS**

##### 401 Vacancies and Promotions

401.1 A vacancy shall be considered to exist whenever employees are required so as to fill jobs on the weekly work schedule. Whenever an employee leaves the employ of the Company and the Company does not intend to make a replacement, the Union will be informed through notice and explanation to the chairman of the Union Committee.

##### 401.2 Filling Vacancies

All vacancies in jobs or positions, coming under the jurisdiction of any of the A.F.L. - C.I.O. (CLC) Unions with which the Company has an Agreement, shall be filled in the following manner:

- (i) Members of the Union having jurisdiction over the vacant job or position whether employed by the Company or laid off shall have priority over any other employees for the job or position to be filled.
- (ii) In the event members, either employed or laid off, of the Union having jurisdiction over the vacant job or position are not available, then members in good standing of other A.F.L. - C.I.O (CLC) Unions with which the Company has an agreement, who have been in active service for the Company for at least one year and who are qualified (or equally as qualified as any other applicant ) for the job or position to be filled, shall be given preference.

- (iii) In the event members of the Union having jurisdiction over a vacant job or position are not available and in the event members of other A.F.L. - C.I.O. (CLC) Unions are not qualified, then such applicants as the Union having jurisdiction over the vacant job or position may recommend shall be given preference in the filling of the final job or position.

#### 401.3 Length of Service

In case of promotion to positions within the jurisdiction of the Local, the oldest employee in point of service shall have preference, efficiency considered.

#### 401.4 Posting

In all cases of vacancies or promotions, such positions will be posted on the bulletin board in the clock room at least one hundred sixty-eight (168) hours before they are permanently filled. All applicants for the same will file their names in the Employment Office before the expiration of the said 168 hours.

An employee who wishes a job posting in a particular department may file his written preference with the Personnel Department prior to going on vacation. In the event a bulletin is cancelled, the Company will, as soon as possible, notify each applicant and the Union.

Should the Company deny the senior applicant a job based on his qualifications and/or past work performance, such denial will be in writing setting forth the specific job performance causing denial and detailed reasons why the Company believes such job performance makes the employee unsuitable for the job. This decision does not restrict the employee's right to exercise the grievance procedure.

Where the Company intends to fill one (1) of the existing positions in Appendix "A" the Company will post bulletins using the job title(s) as they appear in Appendix "A".

#### 401.5 Job Priority

Where a man has secured a job in any department on a bulletin (see 401.4) he shall be considered to have priority on that particular job, regardless of whether another man with more plant seniority shall secure a job in the same department thereafter. An employee who is awarded a bulletin and who does not wish to remain on such job can be held at Company option for a period not to exceed two (2) calendar months. This employee will not lose any priority upon receiving another bulletin while the second bulletin is temporarily filled. Posted bulletins will include this provision.

#### 401.6 Probationary Period

A new employee, upon being hired or transferred to a position coming under the jurisdiction of the Union, shall be employed on a probationary basis for a period not to exceed forty (40) days of work. The decision of the Company shall be final within this probationary period regarding continuation of employment. The Union will be informed of the date the employee's probationary period ends.

#### 401.7 Retaining Probationary Seniority

During the probationary period referred to in Section 401.6, the employee shall not accumulate seniority. If the employee is retained after completion of his probationary period, his seniority shall be computed from the first day of employment.

#### 401.8 Automatic Progression of Maintenance Repair Crew

An employee assigned to the maintenance repair crew and who has established seniority to that crew shall be automatically advanced as follows:

Mechanic Helper III	-Start
Mechanic Helper II	-after 1 year of work as Helper III
Mechanic I	-after 1 year of work as Helper II
Mechanic Jrnymn. B	-after 1 year of work as Helper I
Mechanic Jrnymn. A	-after 2 yrs of work as Jrnymn. B
Mechanic Jrnymn. <b>A-1</b>	-after 2 yrs of work as Jrnymn. <b>A</b>

Advancement to Senior Journeyman can be accomplished on or after the date the employee becomes a Journeyman A-1 and is qualified under the conditions set forth for Senior Journeyman.

401.9 Summer Students

All hourly summer students are hired into Local 92. Local 92 membership without IAM 771 membership required to relieve on the track crew or recovery. Preference will be given to the most senior qualified person with no **loss** of bulletin rights (as per 401.5).

Summer students who are hired for vacation relief purposes shall be considered probationary employees for the duration of their employment period. During this period the students are entitled to wages and benefits as per the Collective Agreement.

402 Layoffs and Recalls

- 402.1 (a) When it becomes necessary to lay off men, the oldest employee in point of service shall be retained, efficiency considered.
- (b) Recalls will be in the reverse order of layoffs and recall rights will be retained equal to an employee's length of service but not to exceed twenty-four (24) months.
- (c) The following jobs are identified as labour pool and will be filled by employees who would be laid off from work (under 40 hours pay) in a workweek and senior to the most junior employee occupying a labour pool job who then would be bumped from the labour pool. A bumping employee accepts the pay and conditions that would apply to the employee being bumped. It is understood that the provisions of paragraph 401.5 shall be amended only to the extent of the application of this paragraph (c).

Labour Pool Jobs

Finishing & Shipping Roll Pusher

Finishing & Shipping Labourer

Yard Labourer



Yard Pump Man  
 Truck Driver (1/2 Ton, Van & Tandem -- Bumping  
 employee must possess appropriate license)  
 Kraft Mill Woodroom Clean-up  
 Greenwood Mill Clean-up  
 Greenwood Mill Labourer  
 Greenwood Woodroom Labourer  
 Stock Prep Labourer  
 Local 92 members without CEP 306 membership  
 required to relieve on Paper Machines.

- (d) Any employee bumping a junior employee as specified above shall not acquire any job priority on the job bumped or on the job(s) above the job bumped in the line of progression.
- (e) In the event a senior employee is laid off and does not have enough mill seniority to work on a labour pool job and a junior employee is employed in the mill, the Union undertakes to advise the Company and the parties will immediately meet to discuss practical ways and means to bring the senior employee back from layoff, which will include but not be limited to such measures as job training or retraining for permanent transfers to another existing job.

402.2 If and when the positions referred to in 401.4 are permanently discontinued, employees holding them will be assigned to any positions to which they are entitled by seniority, efficiency considered.

403 Automation and Severance Pay

The provisions of this Section 403 shall apply to reductions in crews which result from technological changes, changes in equipment or changes in manufacturing process. In recognition of the impact that such changes may have upon employees, and the concern of the parties regarding employees who may be affected, the following will apply:

- (a) The Company undertakes to advise the Union as far in

advance as is feasible of such changes which the *Company* has decided to introduce which will result in significant changes in the employment status of employees. Such advice to the Union shall be not less than sixty (60) calendar days prior to such change.

- (b) The Company agrees to discuss with the Union the effect of such changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such change. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.
- (c) 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, his rate shall be maintained for a period of three (3) months from date of set-back. For an additional period of three (3) months an adjusted rate will be established midway between his previous rate at time of set-back and the rate of his "home" job for each workweek, which depends upon the operating schedule for each such week, i.e., 5 days, 6 days, 7 days. At the end of the six (6) month period the rate of the job to which he is assigned will apply. Interpretation of this Section shall be based upon the following:

A permanent employee with one year's continuous employment is an employee who has worked a twelve-month period of no less than four (4) days per week without interruption due to lack of work resignation or discharge.

- (d) 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 to the Union as set forth in (a) above.
- (e) A permanent employee with one year's continuous service (in accordance with the definition in paragraph (c) of this

Section 403) who is laid off for a period of six (6) weeks due to job elimination under conditions set forth above shall be eligible for severance pay in accordance with the following:

(i)

Employees with one such year of service shall be entitled to one-half of one week's earnings for each month of continuous service up to 26 weeks' pay.

Weekly earnings shall be 40 times the employee's classified rate of pay.

A month of service shall be any month in which the employee was compensated by the Company for ninety-six hours or more.

Continuous service shall be service from most recent date of hire unbroken by quit, discharge or retirement.

An employee shall retain seniority for the purposes of recall for a maximum period of twenty-four (24) calendar months, following the effective date of his lay-off.

(ii)

Severance pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks. It shall be the responsibility of the employee to make application for such severance pay.

(iii)

An employee shall retain recall rights for a period of two years from date of any such lay off due to job elimination with any subsequent benefits to be based on credited months of service after recall. Any employee not recalled within such two-year period shall have his name removed from the seniority list and shall no longer be considered an employee of the Company.

#### 404 Lay-off and Severance

The provisions of this Section 404, which are effective August 1, 2004, shall apply to reductions in crews which do not result from technological changes, changes in equipment or changes in manufacturing process.

##### Lay-off - 12 consecutive months

If the duration of a lay-off exceeds twelve (12) consecutive months, one-half (0.5) week of pay will be paid per year of continuous service.

##### Permanent lay-off

In the event of a permanent paper machine, department or mill closure, the maximum amount of severance pay will be one and one-half (1.5) weeks of pay per year of continuous service.

The total amount of severance pay that an employee may receive will not exceed one and one-half (1.5) weeks of pay per year of continuous service, for any reason, for any time.

The number of continuous years of service shall be calculated from the last lay-off period for which the employee received severance pay.

### 500 WAGES

#### 501 Rates

The wage schedule as agreed upon between the Company and Union is attached hereto as Appendix A and forms a part of this Agreement.

#### 502 Minimum Hours of Pay

No employee required to go on duty shall receive less than four (4)

hours' straight-time pay.

It is understood that spare board employees who are required to report for work will be provided four (4) hours work, or if no work is available, they will be paid four (4) hours at the straight-time rate.

### 503 **New Positions**

When a new job classification is established, the Company will determine and assign the appropriate wage rate to such new classification and the classification shall be added to Appendix A. This wage rate will be subject to adjustment under provisions of Section 2403 of this Agreement. Any upward adjustment will be retroactive to the start-up date of the new classification up to a maximum of six months. The six-month maximum will be extended an additional three months if the classification is under discussion at the end of the six-month period.

### 504 **Female Help**

504.1 All clauses of this Agreement apply to female help as well as male help.

### 505 **Union Representative - Wages**

The Company will maintain the payment of wages lost by the local union representatives in the execution of Union business of one day or more, make all regular deductions and in turn will be fully reimbursed by the local union.

## **600 PREMIUM TIME**

### 601 Over 8 Hours of Work

Work done in excess of eight (8) hours between 8:00 a.m. Sunday and 8:00 a.m. Monday will be paid for at the double-time rate and work done in excess of eight (8) hours in any other workday by employees covered by Section 301.1, 301.2 and 301.3 shall be paid for at the time and one-half rate, except;

- (a) on shutdown holidays when double time shall apply to all hours worked, or
- (b) when such work in excess of eight hours is caused by an exchange of shifts by employees with approval of their Supervisor, or
- (c) when such work of up to two hours in excess of a tour worker's regular shift is to replace an employee who is tardy, or
- (d) when a tour worker swings to another shift under a normal swing schedule and thereby works 16 hours in one day.

### 602 Over 16 Hours of Work

Any employee required to work for more than 16 hours shall receive double time after the 16th hour of work and double time shall continue until the job is completed.

It is understood and agreed that in the application of this clause double time will be paid after the 16th hour of work in any one day between 8:00 a.m. and 8:00 a.m. or after the 16th hour of continuous work.

### 603 Outside of Regular Hours

- 603.1 When a regularly scheduled day worker is assigned to work a shift other than days he will receive time and one-half for all such work

except in cases where the change in shift results in the employee receiving promotion to a higher rated job.

If the employee receives such promotion the employee shall receive straight time for all regular shifts worked including the first day.

### 603.2 Tour Workers

When an employee is assigned to a shift other than the one for which he was scheduled on the weekly schedule (other than when such employee received a promotion to a higher rated job by virtue of such shift change) he shall receive time and one-half for all such changed shifts for the balance of the workweek. Any work in excess of eight hours in any one workday shall be paid for at the applicable overtime rate covered by Article 600 except under the following exceptions:

- (a) Work in excess of eight hours caused by an exchange of shifts by employees with approval of their supervisors.
- (b) Work of up to two hours in excess of an employee's regular shift to replace an employee who is tardy.

### 603.3 Maintenance Day Workers

Maintenance day workers assigned to work nights other than as tour workers shall work continuous hours with a twenty minute paid lunch period. All such scheduled night work shall be at the rate of time and one-half. The listing in Appendix "A" designates maintenance day workers for premium time purposes.

603.4 In interpreting 603.1, 603.2 and 603.3 above, any employee whose shift of work is changed to facilitate night work on a rebuild or similar type project shall receive time and one-half for all such night work performed on such rebuild or special project.

### 603.5 Night Crew Transition

To facilitate the transition of a temporarily assigned night crew back to work after completion of emergency work, and prior to a scheduled workday, the night crew will work on 4 - 12 shift at

time and one-half before returning to their regular day work on the following day.

#### 603.6 Call-Ins

- (a) Call-in time is payable when an employee has been required to report for work before the beginning of his regular hours of employment without having been advised of the call-in:
  - (i) Before he has completed his shift and left the plant, or
  - (ii) Twenty-four hours before he is required to report on the call-in, whichever is the lesser notice.
- (b) The provisions of (a) above apply only to employees on regularly scheduled shifts.
- (c) Call-in time is to be paid for at the applicable overtime rate covered by Article 600, computed to the nearest half hour of time worked with four (4) hours' straight-time pay as a minimum. When an employee is called in for a breakdown and the job requirement continues into his regular hours of employment he is to be paid at the overtime rate until the job for which the employee was called in is completed.
- (d) Call-in time on regular scheduled days off, Sundays and shutdown holidays is to be paid for at the applicable overtime rate computed to the nearest one-half hour of time worked with six (6) hours straight-time pay as a minimum. When a job for which the employee is called in has been completed and if he is required to work on one or more unrelated jobs the employee will be paid at the overtime rate until such additional work is completed.

#### 603.7 Work on Wires

- (a) All workers engaged in putting on wires at a time other than their regular shifts are to receive six hours' straight-time pay for such work or the applicable overtime rate covered by Article 600 for hours worked outside their regular shift, 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 hours' straight-time pay or the applicable overtime rate for hours actually worked, whichever is greater.

- (b) Employees putting on wires on their regular shift shall not receive wire pay except during any workweek in which a paper machine operates on Sunday, in which case the day workers engaged in putting on wires during that workweek will receive six hours' pay and two hours will be deducted from their regular hours of work.

603.8 Work on Scheduled Days Off

Employees assigned to work on their scheduled days off shall be paid at the rate of time and one-half except as provided in Section 304.

- 603.9 Whenever an employee exercises his seniority to avoid a layoff during a workweek by bumping a junior employee on another shift, such employee, and other employee moved to another shift as a result of such bumping, shall receive straight-time pay for that shift and all shifts worked in the remainder of that week, except as is otherwise provided in this Article 600.

604 Sundays and Holidays

- 604.1 All work performed on Sundays and floating holidays (see Section 703.2) is to be paid for at the rate of time and one-half except as otherwise provided in Section 601 and 602.

- 604.2 The time interval for Sundays shall be from 8:00 a.m. to 8:00 a.m.

605 Hours of Rest

- (a) Any employee working in excess of sixteen (16) hours in a 24-hour period shall receive time off with pay from his next regular shift to the extent such work exceeds sixteen (16) hours. Such time off shall not apply if the starting time of the employee's next regular shift is eight (8) hours or more

after the end of the work period.

- (b) A day worker who is called in to work following his day shift and who works a minimum of two (2) hours on the call-in shall be entitled to receive time off with pay at the beginning of his scheduled day shift on the following day to the extent that the hours worked on the call-in fall between the hours of 12:00 midnight and 4:00 a.m. The punch-in and punch-out times shall be used in administering this Section.

Day workers who are called in and have not been scheduled to work on Sunday and who meet the other requirements set out above will be eligible for sleep time.

606 No Pyramiding

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

**700 PAID HOLIDAYS**

701 Paid Statutory Holidays

- 701.1 (a) The following paid statutory holidays shall be recognized as shutdown holidays on which plant production shall not be scheduled except through terms of 701.1 (b). Maintenance, installation and repair work may be scheduled on all but Christmas shutdown (48 hours starting at 8:00 p.m. December 24th and ending at 8:00 p.m. December 26th) and New Year's Day under the Terms of Clause 706 of this Agreement.

Holiday	Shutdown Period	Unworked Straight Time Holiday Pay (or as per present 12 hour shift agreement)
Canada Day	24 hours optional	8 hours
Labour Day	24 hours optional	8 hours
Christmas	48 hours optional	24 hours
New Year's Day	24 hours optional	8 hours
Easter Sunday	24 hours optional	8 hours
Total		144 hours optional

- (b) (i) New Years Day, Easter Sunday and Canada Day will be recognized as run through holidays. When production is maintained during one of these run through holidays, maintenance tour workers and production tour workers will be scheduled as per regular operation. Should additional employees be required, the Company shall post for the necessary volunteers. Preference will be given by seniority. If the Company is unable to obtain the minimum number of volunteers as per regular weekend coverage, the Company will assign by reverse seniority.
- (ii) The mill will operate on a continuous basis unless the Company notifies the local union of its intention to shut down.

Statutory Holidays- Group 1	Statutory Holidays-Group 2
Staffed on a voluntary basis	Run through at Company's discretion
Labour Day-24 hours	New Year's- 24 hours
Christmas - 48 hours	Easter - 24 hours
	Canada Day - 24 hours

(c) Voluntary Staffing Procedure for Group 1 Statutory Holidays

Labour Day and Christmas will be runthrough holidays where the required staffing will be done on a voluntary basis. When production is maintained during Labour Day and Christmas, workers will be scheduled as per their regular schedule. A regularly scheduled employee who chooses not to work will notify his supervisor no later than twenty (20) days in advance of the holiday. Should additional employees be required, the Company will post for the required volunteers. Preference for voluntary work will be given to qualified employees by departmental seniority, schedule permitting. If the Company is unable to obtain the sufficient number of volunteers, production will not be scheduled. This staffing procedure can be modified locally by mutual agreement between the parties.

## (d) Pay practices as follows:

- Statutory Holiday pay
- Double time for all hours worked
- One day off with pay for work performed between the fourth and twelfth hours
- **Two days off with** pay if twelve hours or over is worked
- **Twelve hour shift** agreements will be as follows:

**12 hours shift payment** - an employee covered under a 12 hour shift agreement working a 12 hour shift on a statutory holiday will receive one day off with 12 hours pay at a later date.

## (e) These days will become shutdown holidays when the Company notifies the Union of their intent to shut down prior to the holiday. Should the Company notify the Union of its intention to shutdown on the following holidays, the shutdown period will be as follows:

<b>New Years Day</b>	<b>24 hours</b>
<b>Easter Sunday</b>	<b>24 hours</b>
<b>Canada Day</b>	<b>24 hours</b>
<b>Labour Day</b>	<b>24 hours</b>
<b>Christmas</b>	<b>48 hours</b>

(f) When the mill is operating on six days or less the shutdown period for all holidays listed above, except for **Easter Sunday**, shall not include the hours from 8:00 a.m. Sunday to 8:00 a.m. Monday.

## (g) It is agreed that the exact shutdown times for each of these holidays will be mutually agreed upon each year.

**701.2 Eligibility for Statutory Holiday Pay**

Employees who have accumulated a minimum of 90 calendar days of service with the Company will be eligible to receive unworked holiday pay providing:

- (a) They have not been absent without permission on their last scheduled workday preceding or their first scheduled workday following the holiday, and
- (b) They are not absent on official leave of absence on the holiday (sick leave shall not be considered as official leave of absence, see Section 705) and
- (c) They have worked at least one day in the thirty calendar days preceding the holiday.

701.3 An employee who does not qualify for a paid statutory holiday under Section 701.2 because he has not completed ninety (90) calendar days of service will upon completion of said 90 days receive the holiday pay. Union is to be informed when the employee's probationary period ends.

#### 702 Floating Holidays

- 702.1
- (a) After completion of ninety (90) calendar days with the Company and a minimum of sixty (60) days of work, an employee shall be entitled to six **(6)** floating holidays, each with eight **(8)** hours' straight-time pay at his regular rate, except as provided in Section 702.2. These floating holidays are to be taken at the convenience of the Company and without interruption of production.
  - (b) These holidays do not apply to those employees on official leave of absence or who are absent from their work without permission on their last scheduled workday preceding or on their first scheduled workday following such holiday.
  - (c) An employee shall not qualify for more than six **(6)** Floating Holidays in any contract year.
- 702.2 Employees hired for summer work or vacation replacement, and who are so informed at time of hire, will not be eligible for the floating holidays referred to in Section 702.1 until they have completed ninety (90) days of work in a position subject

to jurisdiction of a mill union.

- 702.3 (a) If an employee requests an H-Day or Floater and gives notice to seven days in advance, such requests will be given priority based on departmental manning guidelines. A floating holiday will not be withheld if it has been granted on the weekly schedule.
- (b) Priority for floating holidays will be given to written applications on first-come, first-serve basis. Such applications will be presented to the employee's immediate supervisor on an approved form at least seven (7) days in advance of the date requested. Disposition of the request shall be given to the employee in writing within seventy-two (72) hours of receipt of his application. Approval of a written request will be based on the availability of replacements and maintenance of department efficiency.

703 Work on Paid Holidays

703.1 Any employee required to work on a statutory holiday set forth in Section 701 shall receive pay at the applicable overtime rate for hours actually worked and will receive a day off later with applicable unworked holiday pay.

703.2 Any employee required to work on a floating holiday provided under Section 702 after definite dates had been agreed upon, will in addition to being paid at the applicable overtime rate for such work, receive a mutually agreed upon day off at a later date with eight (8) hours' straight-time pay.

703.3 Any employee who would otherwise be scheduled to work on a statutory holiday and who is granted a floating holiday on such statutory holiday shall be paid 8 hours at the straight-time rate. Such an employee shall take a day off later with pay for the number of hours set forth in 701.1 for such statutory holiday.

704 Statutory Holidays Falling During Paid Vacation Period

When a statutory holiday falls within an employee's vacation,

the employee will be paid for such holiday on the first pay period following such statutory holiday or the employee will have the option of taking an additional day off with pay. The employee must advise the Company before he starts his vacation as to the option chosen.

705 Statutory Holiday Pay During Absence Due to Illness or Injury

An employee who is absent due to illness or injury on a statutory holiday for which he would otherwise be eligible for holiday pay, shall receive the applicable unworked holiday pay for any such holiday(s) falling during the first **six (6)** calendar months of such absence.

706 Maintenance, Installation and Repair Work on Shutdown Holidays

Maintenance, installation and repair work may be scheduled on Easter Sunday, Canada Day and Labour Day, under the following conditions:

- (a) The Company and the Union Committee agree that the work is of such a nature that it would involve:
  - (i) total loss of kraft mill production for eight hours or more, or,
  - (ii) **loss** of power to the town of Fort Frances, or,
  - (iii) paper production loss of three paper machines if the work is not performed on the holiday.

In the event that the two parties cannot agree that the work proposed falls under 706(a)(i), (a)(ii) or (a)(iii) and if the Company insists that the work be done then the Company will assign sufficient qualified personnel to perform the required work. Under these circumstances the Union may seek resolution of the matter under the grievance procedure. In the event that the Union's grievance is upheld in arbitration then the Company will forfeit the right to schedule holiday work as described under 701(a) and 706.

- (b) The parties agree that representatives of the Company

and the Union Committee shall meet prior to the shutdown holiday and discuss both the nature of the work and the number of employees necessary to perform the required work. Suggestions submitted by the Union Committee concerning how the work can be performed and the number of employees required will be given serious consideration. In the event of disagreement under this Section the Company may insist on the number of employees required and the Union agrees to 706(a), the matter may be grieved by the Union. In the event that the Union's grievance is upheld in arbitration the consequences to the Company shall be the same as specified under 706(a) above.

- (c) The Union will provide, in advance of the holiday, the names of the necessary numbers of qualified employees who will be available to perform the work. These people will then be assigned the work by the Company. If sufficient qualified employees are not provided by this procedure then the Company will assign qualified employees to perform the work. Employees will not be called in from annual vacation to work on a statutory holiday.
- (d) The Company will endeavour to see that no employee is required to work on any more than two such holidays in any one year. The parties recognize, however, that it may be necessary because of limited crew size to depart from this procedure on occasion.
- (e) Notwithstanding the provisions of 706(a) above the Company may schedule maintenance, installation or repair work which does not conform with 706(a) above on the shutdown holidays referred to in 701(a) provided the work is performed on a voluntary basis.
- (f) There shall be no intimidation or interference by the Company or the Union in the application of the foregoing.

707

Premiums for Work on Statutory Holidays

- (a) Employees working under these clauses 706(a) to (f) and 701(b) shall be paid at double-time rate for all hours worked plus normal holiday pay if eligible, and in addition, employees



who work four hours or more on maintenance work on the holiday will receive an additional day off with eight (8) hours' straight-time pay. Employees who work twelve (12) hours or more will receive two days off with eight (8) hours' straight-time pay for each such day off.

(Employees working in conjunction with maintenance employees on such statutory holiday work will be paid under this section.)

- (b) All employees scheduled to work on a Statutory holiday for the protection of Life and Property will be paid in accordance with Section 707(a) above. Days off with eight (8) hours' straight-time pay for employees working under Section 707(b) will be limited to one (1) per statutory holiday for each employee working on such holiday.

#### 708 Start-Up Preparation

- (a) A start-up crew may be scheduled to report for work two (2) hours before the expiry of a statutory holiday to prepare the paper machines for start-up. Such preparation will be limited to the extent that the sheet may be taken off the couch at 8:00 a.m. or in the case of the Christmas shutdown it will be at 8:00 p.m.
- (b) The following provisions will apply if an early start-up crew is scheduled for a paper machine(s).
  - (i) The early start-up crews will be designated by classification.
  - (ii) Early start-ups will be scheduled **at** least two weeks in advance of a holiday and if so scheduled the start-up crew will receive the applicable pay if the Company changes schedule.
  - (iii) Early start-up crews following a statutory holiday may not be scheduled if during the four **(4)** week period prior to the holiday the paper machines have not run full due

to **lack** or **orders**

- (iv) Early start-up crews provided for in this clause will report two (2) hours **before** the expiry of the holiday and will receive six (6) hours' straight-time pay at their classified rate.

### **800 VACATIONS**

801 Each employee covered under the terms of this Collective Agreement will be granted annual vacation during the twelve-month period beginning May 1 each year under the following conditions and regulations:

802 **Eligibility**

Each employee who is in the service of the Company on May 1 will be eligible for vacation pay.

803 **Length of Vacation**

- (a) Two (2) weeks after one (1) year of credited service on May 1.

Three (3) weeks after four (4) years of credited service on May 1.

Four (4) weeks after nine (9) years of credited service on May 1.

Five (5) weeks after eighteen (18) years of credited service on May 1.

**Effective May 1, 2005, five (5) weeks of vacation after seventeen (17) years of service.**

Six (6) weeks after twenty-three (23) years of credited service on May 1.

- (b) Any employee with **less** than twelve (12) months of credited service as of May 1 of any year shall be eligible during the contract year to pro rata vacation for service to May 1 of that year, with vacation pay equal to four and eight-tenths percent (4.8%) of gross earnings during the previous contract year.
- (c) Effective May 1, 1982, any employee who completes his fourth (4<sup>th</sup>), ninth (9<sup>th</sup>), eighteenth (18<sup>th</sup>) or twenty-third (23<sup>rd</sup>) year of service during the contract year beginning on May 1 shall be eligible for one (1) additional week of vacation to be taken during the balance of the contract year.

**Effective May 1, 2005 any employee who completes his seventeenth (17<sup>th</sup>) year of service during the contract year beginning on May 1 shall be eligible for one (1) additional week of vacation to be taken during the balance of the contract year.**

804 Supplementary Vacation with Pay

Employees with twenty-five (25) years of service who continue such Company service without resignation, retirement or discharge, shall, upon attainment of the following ages, receive the following additional paid vacation to be taken within the twelve-month period following attainment of each prescribed age, with vacation pay equal to two and four-tenths percent (2.4%) of gross earnings during the previous calendar year for each additional week of paid vacation to which such employees are entitled:

<u>Age</u>	<u>Additional Weeks Paid Vacation</u>
60	1
61	2
62	3
63	4
64	5

No employee shall receive the additional week(s) of paid vacation for

each attained age more than once, and such vacation shall not apply to any other ages.

805 Vacation Pay Calculation

Vacation Pay will be calculated on the gross 12-month period immediately preceding May 1.

If the vacation pay of two and four-tenths percent (2.4%) of gross earnings for any week of vacation under the above subsections of this Section 800 is less than forty-two (42) times the employee's classified rate of pay for employees on an "average workweek," the employee shall receive vacation pay equal to forty-two (42) times his classified rate of pay for each week of vacation, reduced on a pro rata basis for any months in which the employee did not receive vacation credits in accordance with Section 807. Employees on a forty (40) hour schedule shall receive forty (40) hours' vacation pay in accordance with the above.

806 Vacation Scheduling

- 806.1 (a) Vacations taken during the summer months, June 1 to September 30, will be limited to two weeks.
- (b) Vacations scheduled prior to and including **April 30<sup>th</sup>** will be granted on a seniority basis. Vacations scheduled on **May 1<sup>st</sup>** and after will be granted on a first-come, first-serve basis. Existing quotas will remain in all departments.
- 806.2 Any employee shall receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period December 1 to April 1 except for the week in which Christmas falls and the mid-term school break.
- 806.3 In preparing the departmental vacation schedules for the year, the Company will endeavour to meet the wishes of individual employees to the extent feasible. Any vacation not scheduled or taken by December 1 of any vacation year shall be scheduled by the Company at its discretion.

806.4 Vacations shall be scheduled to commence at the start of the day shift on Sunday.

806.5 Vacations may not be carried over to a following vacation year, except as provided in subsection 809(a)(i)(ii).

807 Vacation Credits

807.1 (a) Credited service as used in Section 803 shall be computed in accordance with this Section 807. An employee shall not receive credit for vacation purposes for any month in which he is compensated for less than 96 hours. Effective May 1, 1973, whenever an employee works less than twelve (12) days in any month the actual days worked will be accumulated on a month-by-month basis until they reach twelve (12) days at which time a month's credit will be given. This accumulation and credit will not apply to any month in which an employee earns a month's credit by having worked twelve (12) or more days.

(b) The following unworked time shall be credited for vacation purposes for all employees.

(i) Time lost due to occupational injury shall be credited up to a maximum of twenty-four (24) months.

(ii) Employees absent from work due to sickness or non-industrial accident shall be credited up to a maximum of nine (9) months.

(iii) Employees absent on official Leave of Absence shall be credited for such time on Leave of Absence.

(c) Ten (10) calendar years from his date of hire with the Company an employee's anniversary date will be his date of hire for vacation benefits. Full vacation credits shall be granted to all employees who have ten (10) or more calendar years with the Company.

808 Continuous Service for Vacation Purposes

Continuous service for vacation eligibility purposes shall be broken only by:

- (a) Retirement.
- (b) Voluntary resignation.
- (c) Discharge.
- (d) Lay-off of twenty-four **(24)** consecutive months or more.

809 General

- (a) Vacation may not be carried over to the next contract year except as provided in (i) and (ii) following:
  - (i) Employees who have unused vacation due to sick leave immediately prior to the end of a contract year may carry such unused vacation into the next contract year. Any such unused vacation shall be taken after the employee is fit for work and before the employee returns to work.
  - (ii) Any employee who qualifies for an additional week of vacation during the month of April will have the first month in the following contract year in which to take the additional week of vacation and such vacation will **be** charged against the eligibility in the previous contract year.
- (b) The term "contract year" shall apply to the period May of any year through April 30 of the next year.

The term "gross earnings" shall apply to the gross earnings figure for the contract year as shown on the Company payroll.

**900 JURY DUTY**

- 901 Any employee who serves on jury duty or reports for jury duty roll call or is subpoenaed as a crown witness shall be paid the difference

between the pay received for such service and eight **(8)** times the rate of the job he would otherwise have been scheduled on for each day of such jury service subject to the following conditions:

- (a) An employee scheduled to work the 4 - 12 shift, who is released from jury duty or roll call one or more hours prior to his shift's starting time, shall **be** required to work that day.
- (b) An employee scheduled to work the 12 - 8 shift immediately prior to jury roll call or duty shall, upon request, be excused from work and receive jury duty pay from the Company for such **shift**. The employee is expected to report for work on his scheduled shift immediately following discharge from jury duty or roll call if released prior to 6:00 p.m. An employee scheduled to work the day shift shall be excused from work with pay if the employee is discharged from jury duty by the court after 12 midnight.
- (c) The employee presents a voucher from the Clerk of Court showing the fees received.
- (d) Allowances received for travel and living expenses will continue to be retained by the employee.

### **1000 HEALTH & WELFARE PROVISIONS**

#### 1001 Sick Leave

This section was replaced by Section 1005 effective January, 1974.

#### 1002 Funeral/Memorial Leave

Persons who have been employees of the Company for a minimum of thirty (30) calendar days shall be entitled to funeral/memorial leave. When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence and will **be** paid for eight (8) hours at his regular straight-time rate for up to three (3) consecutive scheduled working days lost in the eight- day

**period beginning with the date of death.** Members of the immediate family are the employee's wife or husband, mother, father, brothers, sisters, sons, daughters, step-mother, step-father, grandmother and grandfather, step-father-in-law, step-mother-in-law, legal ward or guardian, funeral/memorial leave will be increased to five (5) days in case of death of the following persons: husband, wife, son, daughter or stepchildren. In the event of the death of an employee's mother-in-law or father-in-law, funeral/memorial leave will be paid to the employee. Pay will be at straight time even though one or more of the days of the funeral/memorial leave occur on Sunday or a paid holiday. 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/memorial leave. Application for this payment must be made by the employee within thirty (30) days after the time lost.

Common-law spouse is covered as "spouse".

If the death of one of the relatives specified in the Collective Agreement occurs while an employee is on vacation, the vacation will be interrupted so that the employee gets the benefit at the end of the vacation period.

### 1003 Group Medical, Surgical and Hospitalization Insurance

- 1003.1 The Company will pay the cost of Standard Ward coverage for medical, surgical and hospitalization insurance for each employee who is at work and who has worked for at least thirty (30) days in a position subject to the jurisdiction of the Union; except for employees who have worked less than 30 days or temporary summer employees who have worked less than 90 days.
- 1003.2 (a) Employees who have qualified by having worked thirty (30) days will receive the Company contribution for a calendar month if they have been at work at sometime within that month.
- (b) The Company will continue to pay O.H.I.P., and the Company's portion of Group Life Insurance, Dental Plan and Drug Plan for a period of up to twelve (12) months for an employee who suffers a compensable injury and is in receipt of



Workers' Compensation Board benefits, Weekly Indemnity or L.T.D. benefits. The Company may, after investigation, continue to pay O.H.I.P. and the Company portion of Life Insurance, Dental Plan and Drug Plan premiums beyond the twelve (12) months specified above for an employee who suffers a compensable injury and is in receipt of Workers' Compensation Board benefits.

If an employee ceases to draw Workers' Compensation benefits but is not capable of returning to work, he will be eligible to apply for Long Term Disability benefits under the present benefit program.

- 1003.3 Employees hired for summer work or vacation replacement and who are so informed at time of hire will not receive the contribution referred to in Section 1003.1 until they have completed ninety (90) days of work in a position subject to jurisdiction of the Union.

1003.4 Welfare Plans for Dependents

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reasons of their own employment, the Company will extend the coverage under the medical-surgical plan, the extended health benefit plan and the dental plan for a period of six (6) months, commencing on the first of the month following the month in which death occurs.

1003.5 Children with disabilities

**Insured children suffering from a physical or mental disability will continue to be covered beyond the maximum age as long as they are dependents of employee.**

- 1003.6 Should an employee not be insured through the Ontario Hospitalization Insurance Plan and incurs costs covered by this plan and who is eligible for coverage, the Company will make the necessary arrangements to:

- (a) Pay such medical premiums as may be required to make the employee's insurance effective, or

- (b) Failing (a) above, pay such covered medical costs incurred and insure the employee for future costs through O.H.I.P.”

1004 Group Life Insurance - Accidental Death and Dismemberment

- 1004.1 The following amounts of Group Life and AD&D insurance are available to employees:

	<b>Insurance Paid By Company</b>	<b>Optional Insurance</b>	<b>Monthly Cost To Employee</b>
Group Life	\$65,000	\$40,000	\$10.50

- 1004.2 Participation in this Supplementary Contributory Group Life Insurance schedule shall conform with the conditions as set forth in Appendix C to this Agreement.

Effective August **1, 2004** Basic Life Insurance paid for by the Company will increase from **\$65,000.00** to **\$75,000.00**.

Effective August **1, 2004** Accidental Death and Dismemberment Insurance paid for by the Company will increase from **\$20,000.00** to **\$50,000.00**.

Optional Life Insurance

Effective January **1, 2005**, optional life insurance, fully paid by the employee, will be made available to employees less than **65** years old. This optional life insurance will be available to a maximum of **\$200,000** in increments of **\$25,000**. With notification to the Divisional Human Resources Department, employees will be permitted once a year to amend their level of coverage. Formal notification of such change must be made by November 30th of the preceding year to be effective January 1st of the following year or later, upon acceptance from the insurance carrier following proof of good health.

Coverage premiums will be based on sex, age and smoker or non-smoker status; restrictions and exclusions will be subject

to the insurance provider's plan policies. Associated premium costs will be administered through payroll deductions. Coverage will end at termination or upon retirement.

Existing additional life insurance coverage is no longer available to new applications.

- 1004.3 The Company will provide fully-paid group life insurance in the amount of \$2,500.00 for employees retiring under Section 7.01, 7.02 or 7.04 of the **Abitibi Consolidated Company of Canada Pension Plan for Mill Hourly Employees**. The \$2,500.00 coverage will become effective at the expiration of the coverage provided by the Group Life Insurance. listed in 1004.1, which is in effect at the time of his retirement.

For employees who retire on or after August 1, 1987, the above benefit coverage will be increased to \$4,000.00.

For employees retiring after August 1, 2004, the death benefit coverage will be increased from \$4,000.00 to \$5,000.00.

- 1004.4 The Company agrees to change the Insurance Booklet where necessary to provide that any employee who goes on LTD benefits will not have his Company paid life insurance reduced.

1004.5 Dependent Life Insurance

Effective January 1, 1999 Dependent Life Insurance is as follows:

Spouse \$10,000.00

Each unmarried child:

- (1) 14 days but less than one (1) year of age, \$5,000.00
- (2) Each unmarried child:
  - (i) 14 days but less than 1 year - \$5,000.00
  - (ii) 1 year **but** less than 19 years (25 years when a

student full time) wholly dependent on the employee for support - \$5,000.00

**Effective August 1, 2004 life insurance for spouse will increase from \$10,000.00 to \$15,000.00 and for children from \$5,000.00 to \$7,500.00.**

Life insurance for dependents will terminate upon the employee's retirement or death

1004.6 Premium Waiver for Life Insurance

Waiver of premium for all life insurance plans ceases at age 65. Employees who are on waiver of premium on or before November 19, 1998 will maintain this benefit until death provided they meet the eligibility requirements.

1005 Weekly Indemnity

The Company shall provide accident and sickness weekly indemnity benefits in accordance with the terms of the insurance policy covering the benefits. Benefits will be payable on the basis of 1/7 of the weekly benefits for each calendar day on which an employee is unable to work for which he is eligible for A&S payment.

(a) When Benefits Begin

If you become disabled by accidental bodily injury or sickness not connected with your employment so that you cannot work and you are under the direct care of a physician, licensed to practice medicine and perform surgery, who certifies to that effect, benefits will be paid to you in the amount indicated in the Schedule of Benefits.

(b) Duration of Benefits

These benefits are payable up to a total of 52 weeks for each period of disability.

(c) Two or More Periods of Disability

Successive periods of disability will be considered as one continuous period of disability if they are due to the same or related causes and are not separated by a return to active work for at least two (2) weeks.

If you return to active work between periods of disability for (2) weeks or if the periods of disability are due to different and unrelated causes, each disability will be payable up to 52 weeks for each disability.

- (d) (i) The Weekly Indemnity Insurance Policy provides for weekly indemnity at 1-1-4-52-70% (first day of accident, first day of hospitalization, fourth day of illness, maximum of 52 weeks at 70% of wages).
- (ii) While receiving benefits during the last 26 weeks, the employee will accrue full pension credits as though still actually working at no cost to the employee, based on the earnings used to establish the amount of weekly indemnity.

(e) **Weekly Indemnity Adjustment - General Wage Increase**

Effective May 29, 1980, the Company agrees to amend the Weekly Indemnity Plan to provide that an employee who is on an active claim arising from a disability that commenced before the effective date of a negotiated general wage increase and such weekly indemnity claim continues after the effective date of the negotiated general wage increase, the said employee shall have his benefit adjusted to reflect the increased rate.

(f) **Weekly Indemnity Dispute Resolution Mechanism**

**The following weekly indemnity dispute mechanism will apply conditional to:**

**The employee has submitted the required claim forms properly filled; and**

**The employee has given authorization to the Company and/or the insurer to have access to the information they require to adjudicate the claim.**

- (i) If requested by the employee, the Company will make advance payments at normal pay intervals until the claim is processed. The employee will sign a promissory note stating that he will reimburse the Company for any advance payments received.
- (ii) The Company and/or insurer reserves the right to demand physical examinations throughout the duration of the employee's absence due to disability.

Such examinations shall be conducted by physicians designated by the Company and/or insurer.

Cost of physical examinations, transportation and reasonable out of pocket expenses related thereto will be reimbursed.

- (iii) Regardless of (ii) above, if there is a medical dispute as to the validity of a claim and/or the continuance of a claim and if the physicians of the employee and the Company or insurance carrier fail to reach an agreement, the dispute will be referred to a mutually agreed upon practicing specialist, picked from a list established yearly, who will render a final and binding decision. Payments will continue until that final and binding decision is rendered.

(g) Disputed Workers' Compensation Claims

If an employee covered by the Weekly Indemnity Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, Weekly Indemnity payments under the Weekly Indemnity will be paid retroactive if requested by the employee and provided he has been off work at least ten (10) calendar days due to the disability without Workers' Compensation Board having accepted the claim. If the Workers' Compensation Board claim is subsequently established, the employee will then repay the

- Weekly Disability payment to the insuring company.
- (h) If after thirty (30) calendar days an employee whose W.C.B. claim is not in dispute, has not received his first payment and has not yet returned to work, the Company will assist the employee by paying Weekly Indemnity benefits retroactively as above.
- (i) Where a member of CEP92 does not have one (1) year's credited seniority, is not a member of another union, and, while working in a job for which he does not hold a bulletin becomes ill or suffers a non-compensable injury, and is unable to report for work, the employee will be eligible for Weekly Indemnity benefits in accordance with the CEP92 Weekly Indemnity Plan.

1006 Long-Term Disability Plan

The Company shall provide a Long-Term Disability Plan in accordance with the insurance policy covering the benefits. Effective February 1, 1979, the Company will amend the Long-term Disability Plan for any new claim on or after that date whereby the disability payment under Canada Pension Plan for dependent Children will not be offset.

If an employee ceases to draw W.C.B. benefits but is not capable of returning to work, he will be eligible to apply for L.T.D. benefits under the present benefit program.

(a) Monthly Earning Calculation

Monthly earnings shall be 4.4 times weekly earnings. Weekly earnings shall be calculated as 40 times the rate for the job the employee was on his last day worked prior to disability for which benefits are paid.

The Company agrees to upgrade long term disability payments for all employees who have been continuously disabled for five (5) years or more to reflect the **May 1, 2004, May 1, 2005, May 1, 2006, May 1, 2007** and **May 1, 2008** general wage increases.

**(b) Amount of Benefit**

Fifty-five percent of (a) reduced by disability payments made under the C.P.P., W.C.B., or any commercial group disability income plan. Benefits are not affected by individually purchased policies nor W.C.B. payments for partial disability due to previous injury which is unrelated to the present claim.

As at January 1, 1984, existing L.T.D. premiums will no longer be diminished by future increases in C.P.P. payments.

As at January 1, 1984, new L.T.D. claims will be offset by the then current C.P.P. payment and thereafter will not be diminished by future increases in C.P.P. payments.

**(c) Commencement of Benefits**

Eligibility for L.T.D. benefits shall commence upon exhaustion of A & S benefits or, in case of W.C.B., 365 days from last day worked prior to disability.

**(d) Duration of Benefits**

Benefits shall be paid for the number of months equal to the employee's months of credit for vacation purposes or to age 65, whichever is the lesser.

For new Weekly Indemnity claims after August 1, 2004 that lead to L.T.D., the monthly L.T.D. benefit will cease at the earliest of the following occurrences:

- a) The date at which the disability ceases,
- b) The date at which the employee is eligible for an unreduced pension,
- c) The date at which the employee reaches 65 years of age,
- d)** The death of the employee.

**(e) Definition of Disability**



Disability means that during the first twenty-four months of any disability, the employee be unable solely because of disease or injury, to work at any occupation within the bargaining unit, which his seniority would entitle him to, and thereafter, during the continuance of such period of disability that the employee is unable, solely because of disease or injury to work at any reasonable occupation.

Reasonable occupation is an occupation to which an employee is reasonably suited by training, education or experience.

Effective July 17, 2004 the above language is replaced by the following:

An insured employee is considered totally disabled if, after having completed benefits under the Weekly Indemnity Plan, he is unable because of disease or injury to perform the duties of his regular occupation, for the ensuing twenty-four (24) months, and thereafter he 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.

Assignment of work will be subject to approval by the Company Medical Director after consultation with the employee's doctor. Proof that the employee continues to be totally disabled will be required at reasonable intervals by the Insurance Company. If the employee fails to furnish such proof, or if the employee refuses to be examined by a physician (designated and paid by the Insurance Company), the employee will no longer be considered totally disabled.

- (f) Exclusions: Coverage is not provided for self-inflicted injuries, future war or in the wilful commission of a felony.
- (g) Pension Accrual: While receiving benefits under this Plan, the employee will continue to accrue full pension credits as though still actually working, at no cost to the employee, based on the earnings used to establish the amount of his L.T.D.
- (h) L.T.D. coverage shall apply to any employee actually at work on the first of the month following signing of the Agreement and for those

**not actively at work on their return to work.**

- (i) The Company will make arrangements to pick up any cost charged by Medical Doctors for completing Return to Work slips required by the Company and Weekly Indemnity and Long Term Disability forms, up to a maximum of \$10.00 per form.

Effective July 16, 2004 change \$10.00 to \$15.00.

1007 Dental Plan

The Company-paid Dental Plan covering employees will be updated to the 2003 Ontario Dental Association Schedule of Fees, effective May 1, 2004. In addition, the Company will provide a 50% coinsurance on orthodontic treatment, including correction of malocclusion as outlined in Schedule C of the Dental Plan. Details of the Dental Plan are included in Appendix D to this Agreement.

For calendar year 2005, apply the 2004 schedule of fees.  
 For calendar year 2006, apply the 2005 schedule of fees.  
 For calendar year 2007, apply the 2006 schedule of fees.  
 For calendar year 2008, apply the 2007 schedule of fees.  
 For calendar year 2009, apply the 2008 schedule of fees.

1008 Drug Plan

- (a) The Company agrees to provide a Prescription Drug Plan. The Plan will provide 100% usual and customary expenses with a \$10.00 single deductible per calendar year, or a \$20.00 family deductible per calendar year.
- (b) Effective January 1, 2005, brand name prescription drugs will be reimbursed at 80%. For generic prescription drugs and drugs with no generic, the reimbursement will be 100%. Brand name drugs will only be reimbursed at 100% provided there is a medical justification from the treating physician for its generic equivalent not being recommended, not tolerated or cannot be administered given the medical condition of

**the insured participant.**1009 Semi-Private Coverage

For the term of this agreement, the Company will pay 100% of the premium cost of semi-private coverage.

1010 Vision Care

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

Frames, lenses, and the fitting of prescription glasses, including contact lenses up to a total payment of \$125.00 per family member, in any two (2) consecutive calendar years.

**Effective August 1, 2004 the maximum reimbursement per insured individual will be increased from \$125.00 to \$150.00.**

1011 Pregnancy Leave

Pregnancy leave is designed to protect a woman against a break in company service and the loss of benefits due to absence from work by reason of pregnancy. Up to 17 weeks of pregnancy leave is available if the employee has been continuously employed by the Company for at least one year. Pregnancy leave may begin no earlier than 11 weeks before estimated delivery date.

To apply for pregnancy leave, the employee must provide a medical certificate indicating the expected date of birth and notify her supervisor at least two weeks in advance. However, she should provide as much advance notice beyond the minimum as possible to allow the company time to find a temporary replacement during her absence.

At the end of the leave, if the employee is unable to return to work for medical reasons, the company may extend the leave to ensure complete recovery. If the employee wishes to return to work less than six weeks after birth, she must provide a medical certificate stating that she is fit to return to work and must provide one week's advance notice.

The employee's service with the company is unbroken during a pregnancy leave and she will be returned to her position or return to a position which her seniority entitles her to. Pregnancy leave is unpaid, but she may be eligible to receive Employment Insurance Benefits under provisions of the Employment Insurance Act.

The company will pay all customary benefits and any employee paid benefits can be maintained by the employee by direct payment.

Should an employee require special consideration prior to the commencement of the maternity leave the company will work with the employee and union to fit her into a job she can safely perform, seniority considered.

1012 Maternity / Parental Leave

In the case of maternity leave and parental leave, the eligible employee will be granted a leave of absence in accordance with the Federal and/or Provincial laws.

1013 Retiree Benefits

Effective May 1, 1993 the Company will set up a separate retiree benefit plan for future retirees and eligible dependents. The supplementary health care plan will include drugs and dental.

The full cost of the monthly premium will be borne by the retiree except for a monthly Company contribution of ten dollars (\$10.00) per participating retiree.

Fifty percent (50%) of eligible retirees must enroll in this plan or the plan will be discontinued.

For employees that retire on or after September 1, 2004 brand name prescription drugs will be reimbursed at 80%. For generic prescription drugs and drugs with no generic, the reimbursement will be 100%. Brand name drugs will only be reimbursed at 100% provided there is a medical justification from the treating physician for its generic equivalent not being

recommended, not tolerated or cannot be administered given the medical condition of the insured participant.

**1014 Surviving Spouse Health Care Coverage**

In the event of the death of a retiree covered under the health care benefit plan, the surviving spouse will have the option to continue to be covered by the plan provided the spouse pays the total cost of the premiums.

If there is no pension payment from which to deduct the premiums, the spouse will have to supply to the Company post dated cheques covering the coming year's premium payments. To maintain the coverage, the spouse will have to submit required information and payment as stipulated by the Company's procedures.

The coverage will cease effective the date this benefit plan coverage would have expired for the retiree, or earlier if there is a change to the surviving spouse's marital status.

**1100 GRIEVANCE PROCEDURE**

1101 Should any difference arise between the parties bound by this Agreement concerning the interpretation, application or any alleged violation thereof, including any questions as to whether any matters are arbitrable, there shall be no interference with the progress of the work; and the differences shall be finally and conclusively settled as hereinafter provided. Either party may initiate grievances with the procedure pursued as expeditiously as possible. A grievance shall be submitted within five (5) working days from the time the employee and/or the Union receives knowledge of the alleged infraction.

**1102 Step 1**

An employee seeking adjustment of a complaint coming under the scope of this Agreement shall in the first stage, confer with the appropriate immediate supervisor, either alone or accompanied by

his Steward in an attempt to resolve the complaint. The appropriate supervisor's verbal reply will be given within three (3) working days.

1103 Step II

If the supervisor's decision is not acceptable, then within five (5) working days, the grievance committee shall present the grievance in writing to the Superintendent, otherwise the matter will be closed. Such written grievances shall be signed by the grieving party. The Superintendent will give his answer in writing to the member of the grievance committee within five (5) working days of receipt of such written grievance.

1104 Step III

If the reply of the Superintendent does not adjust the grievance a meeting with the Resident Manager may be requested within five (5) working days of the Superintendent's answer, otherwise the matter will be closed. The Resident Manager or appropriate production manager will meet the committee in an attempt to resolve the grievance within ten (10) working days of receipt of a request for such meetings. The National Representative of the Union or his designate may be present at this stage. The Resident Manager or appropriate production manager shall give his written decision within five (5) working days following the aforementioned meeting.

1105 Any of the time limits provided above may be extended by mutual consent of the parties hereto.

Working days as above are defined as Monday through Friday excluding holidays.

1106 Matters concerning the application, interpretation or administration of the Agreement that concern a group of employees or that would not normally fall within the authority of the local supervisors referred to in Steps 1 and 2 may be submitted as a grievance in Step 3.

1107 Section 1102 will not apply in discharge cases. Grievances involving discharge shall be initiated under Section 1104. To be recognized they must be presented to the Resident Manager or appropriate production manager concerned within seven (7) days following the

date of discharge.

1108 Grievance Committee

The Company agrees to compensate, at straight time rates up to five stewards and/or grievance committee men for the time lost during normal working hours for attendance at grievance meetings held under the provisions of Article 1100, Grievance Procedure. The Company will also pay Union Representatives for time lost during normal working hours for attendance at meetings called by the Company. Shop stewards handling a grievance at Step #1 shall be paid the appropriate rate.

**1200 ARBITRATION**

- 1201 In the event the parties are unable to reach a settlement of a grievance involving interpretation or application of any provision of the Labour Agreement under the provisions of the Grievance Procedure the aggrieved party may within thirty (30) calendar days after the date of the Resident Manager's written answer in Step 3, notify the other party of a desire to have the dispute arbitrated by a third party. Failure to provide such notification within such thirty (30) day period shall constitute waiver by the aggrieved party to further consideration of the case.
- 1202 Within fifteen (15) days after referral to Arbitration, the parties will attempt to select an Arbitrator.
- 1203 If the parties fail to appoint an Arbitrator within fifteen (15) days, the matter will be referred to the Minister of Labour of Ontario, who will be requested to make the necessary appointment.
- 1204 The Arbitrator shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall he alter, add to, or amend any of its provisions. He shall, however, have the right to make a just and equitable award.
- 1205 The decision of the Arbitrator will be binding on the parties to this Agreement.

- 1206 Each of the parties will bear one-half the expenses of the Arbitrator.

### 1300 MILL RULES

- 1301 It is understood that rules governing mill employees, as issued by the Company and attached hereto as Appendix B, become a part of this Agreement.

### 1400 STRIKES OR LOCKOUTS

- 1401 No strikes or lockouts shall occur during the life of this Agreement.

### 1500 DISCIPLINE

- 1501 It is agreed that disciplinary action or discharge taken by the Company will be for just cause.

### 1600 PENSION PLAN

- 1601 Pension benefits shall **be** provided in accordance with the Collective Agreement covering the **Abitibi-Consolidated Company of Canada** Pension Plan for Ontario Hourly Employees. Subject to approval by the Ontario Pension Commission and Revenue Canada, the **Abitibi-Consolidated Company of Canada** Pension Plan for Ontario Hourly Employees will be amended so as to provide:

- (a) Mandatory retirement will be age 65.
- (b) \$15.00 per month per year of service for credited pension service prior to October 1, 1964.



- (c) The above benefit formula outlined in (b) of this section replace all benefit formula for service prior to October 1, 1964. The 1/24 formula for the period October 1, 1964, to January 1, 1973; the \$2.00 per month supplement from October 1, 1966, to January 1, 1973 and the \$7.50 per month per year of service for the period from October 1, 1964, to September 30, 1966, will continue to effect.

(d) Pre-Retirement Spouse Death Benefit

Upon the death of a participant at least age 55 with 15 years of service who was an active employee at the time of his death and who was married at least one year at the time of his death, in lieu of a refund of the deceased employee's contributions, his spouse shall be entitled to a monthly retirement benefit calculated as if the participant had retired on his date of death and elected a 50% (100%) joint and survivor option.

Such computation shall include the adjustment for early retirement and the election of the joint and survivor option, the spouse would then receive 50% (100%) of such reduced amount.

An "active employee" for purpose of this section is an employee actively at work, on Weekly Indemnity benefits, on L.T.D. benefits or on W.C.B. benefits.

(e) Early Retirement Bridging Supplement

If a Participant retires on or after May 1, 1987, after attaining age 58 with 20 years of service he shall be entitled to receive a supplementary payment commencing on his early retirement date and ending on the earlier of the first day of the month following the attainment of age 65, or the first day of the month following the date of death of the Participant. The amount of such supplementary payment shall be calculated as follows:

- (1) For those who retire on or before the attainment of age 58, \$33.00 times the number of years Credited

Service not exceeding 30, with proportional allowance for completed months, reducing on the first day of the month following the attainment of 60 years of age to \$15.00 times such service.

- (2) For those who retire after the attainment of 60 years of age, \$16.00 times the number of years of Credited Service not exceeding 30, with proportional allowance for completed months.
- (3) For participants retiring after May 1, 1987, and who have attained age 62 or over on May 1, 1987, and who have also completed at least 20 years of service on May 1, 1987, shall receive a bridging supplement of \$18.00 per month for each year of credited service up to a maximum of 30 years. Such bridging supplement shall cease when the participant reaches age 65.
- (4) Participants over age 55 with 20 years of service who retire before age 58 will be eligible for the bridging supplement with a reduction of 2/3 of 1% per month for each month that retirement precedes age 58.
- (5) **Effective May 1, 2009, the pension plan rules will be modified such that an active employee retiring at age 57 or more with at least 20 years of continuous service will be entitled to an unreduced bridge benefit, subject to the minimum reductions imposed under the regulations of the Income Tax Act (Rule of 80).**

(f) Early Retirement

Participants who retire after age 55 and prior to age 58 with 20 or more years of service are eligible for early retirement with a percentage reduction of 1/2% per month for each month their retirement precedes age 58 (subject to minimum reductions required under the Income Tax Act).

**Effective May 1, 2009, the pension plan rules will be modified such that an active employee retiring at age 57 or more with at least 20 years of continuous service will be entitled to an unreduced pension benefit, subject to the minimum reductions imposed under the regulations of the Income Tax Act (Rule of 80).**

(g) **Administrative and Legislative Changes**

During the term of this Labour Agreement, the Company will be making certain administrative changes to the pension plan regarding the way management responsibilities are carried out. These changes in no way affect the participant's benefits nor affect the responsibilities of the Pension Committee.

Certain changes are required from time to time as a result of Federal and/or Provincial legislation in the pension area. Our pension plan texts are reviewed on a periodic basis and where necessary changes are made to meet current legislation.

The Company agrees to discuss changes in the pension text with the pension committee recognizing that any changes required by law will be complied with by the Company.

(h) **Employee Mandatory Contributions**

Each mill group participant who is a member of a participating mill group union shall contribute to the plan, 4.5% of his earnings as defined in the Plan up to the Year's Maximum Pensionable Earnings, and 6% of his earnings as defined in the Plan in excess of the Year's Maximum Pensionable Earnings. Employee's earnings for regularly scheduled hours at the employee's classified rate of pay will be the total of all regularly scheduled straight time hours of work including those hours scheduled and worked on Sundays and Statutory Holidays (calculated at straight time for the purpose of this calculation) plus all monies paid for

vacation.

Effective January 1, 2005, the employee contribution changes to 6% of his earnings as defined in the Plan.

Effective May 1, 2007, the employee contribution changes to 6.5% of his earnings as defined in the Plan.

Effective May 1, 2008, the employee contribution changes to 7% of his earnings as defined in the Plan.

Effective May 1, 2009, the employee contribution changes to 7.5% of his earnings as defined in the Plan.

(i) Pension Formula

Effective May 1, 2002, the pension benefit formula for years of service after December 31, 1972, shall be:

2% of Final Average Earnings for regularly scheduled hours worked after December 31, 1972, times years of credited service after December 31, 1972, less 2.2/10 of 1% of Final Average Earnings or, if less, the average of the Canada Pension Plan Earnings levels for the last five (5) calendar years of employment, multiplied by Credited Service after December 31, 1972, to a maximum of 35 years.

Effective May 1, 2005, the CPP offset will be 15/10 of 1%.

Effective May 1, 2009, the CPP offset will be 0.8/10 of 1%.

Final Average Earnings for regularly scheduled hours worked at the employee's classified rate of pay shall be the highest five consecutive calendar years of accumulated earnings during the employee's last 15 years of employment. Earnings for the purpose of this calculation shall be the

accumulation of earnings for regularly scheduled hours worked calculated in (h) above.

(j) Minimum Pension

Subject to approval by Pension Commission of Ontario and Revenue Canada the **Abitibi-Consolidated** Company of Canada Pension Plan for Ontario Hourly Employees will be amended so as to provide:

Effective May 1, 2004, the minimum pension provided under the Plan shall be effective until the later of April 30, 2014, or the date the applicable Labour Agreement covering the period May 1, 2004, through April 30, 2014 is terminated under the provision thereof:

1.65% of the employee's average base earnings during the five years prior to May 1, 2014, for which his earnings were highest times years of credited service prior to retirement.

Effective May 1, 2005, the Pension Plan will be amended so that for an active member retiring on or after May 1, 2005, the minimum pension will be calculated as follows: 1.70% of final average earnings as defined in the Pension Plan multiplied by the number of years of service recognized under the Plan.

Effective May 1, 2009, the Pension Plan will be amended so that for an active member retiring on or after May 1, 2009, the minimum pension formula will be calculated based on 1.75% of final average earnings as defined in the Pension Plan multiplied by the number of years of service recognized under the Plan.

Earnings for purposes of this calculation shall be the employee's classified rate of pay as of May 1 times his number of hours normally scheduled during the following 12 months. The number of hours shall be 2080 for employees who work 40 hours per week, 2184 for employees who

work an average of 42 hours per week and 1885 for employees who work 36 1/4 hours per week.

In the event that an employee's earnings in any of the five 12-month periods immediately preceding retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the employee's earnings for that period will be adjusted to reflect his normal annual schedule of hours, provided the employee has been actively at work for at least three months during that 12-month period.

"Best Five Year Average Earning" shall mean the average of the Participant's earnings in his highest 5 earnings years prior to the expiry of the May 1, 2004 to April 30, 2009 Labour Agreement, while he was employed by the Company as a Qualified Employee. (For Pension purposes the expiry is April 30, 2014.)

(k) Post-Retirement Adjustment

Effective January 1, 2005, the Pension Plan will be amended to provide a post-retirement adjustment on January 1, 2005 and on January 1, 2007. Effective January 1, 2009, the Pension Plan will be amended to provide a post-retirement adjustment on January 1, 2009, January 1, 2011 and January 1, 2013. Members eligible for these adjustments are those who were eligible for the post-retirement adjustment provided by the collective agreement that expired on April 30, 2004, as well as all active members who will retire on or after May 1, 2004.

The post-retirement adjustment is equal to the amount of the minimum pension of the member, excluding the bridging benefit, multiplied by 50% of the increase of the Consumer Price Index for the 12-month period ending in October of the preceding year (rounded

to the nearest tenth of one per cent), subject to a maximum 5% adjustment. For calculation purposes, the Consumer Price Index means the all-items index (1992=100) published by Statistics Canada.

The calculation of the adjustment is prorated based on the number of months since the commencement of pension payments if the commencement occurred in the twelve (12) months preceding the date of the adjustment.

The Company agrees to administer the pension plan in accordance with the Teplitsky Arbitration award dated 4/18/89.

- (l) When an employee retires while receiving a long-term disability benefit, his pension benefit will be calculated based on the greater of:
1. His rate at the time of disability as defined in his collective agreement or
  2. The base rate in the mill (labour rate) in each of the years used to calculate his pension.

(m) Moratorium on Maximum Pension

The Union and Company agree to a moratorium on increases in the maximum pension from the current maximum of \$1,715 per year per year of service until April 30, 1997. Effective May, 1997, the maximum permitted by the Income Tax Act and Regulations at the time and increased in accordance with the applicable indexing provisions of the Income Tax Act and Regulations or any other changes to the maximum benefits permitted by the Income Tax Act and Regulations as amended from time to time.

(n) Pension Portability

Effective the first day of the month following ratification of the collective agreement, active employees

**participating in Abitibi-Consolidated pension plans** that are transferred within the Company, with no interruption in employment, will be eligible for pension portability. For an employee who has been laid off for a period of less than twelve (12) consecutive months, the Company will proceed with his pension transfer if he has not terminated employment and received his severance pay or withdrawn his pension entitlement. In cases where the former mill and the new mill have different registered pension plans, the following will apply:

The employee will enter into the pension plan of the new mill. This plan will recognize the service completed under the former pension plan for purposes of eligibility for ancillary benefits (early retirement and bridge benefit).

The employee will stop accruing years of credited service in the former plan. Years of service and pensionable earnings at the new mill will be recognized in the former plan for purposes of eligibility for ancillary benefits and calculation of final average earnings.

Such employee will therefore have pension entitlements in two different registered pension plans.

## 1700 SAFETY

### 1701 Safety Shoes

The Company will contribute to the cost of safety shoes in the amount of \$100.00 per pair once a year provided the employee wears these shoes while working in the mill. Employees regularly scheduled to work will be supplied with an additional pair of safety shoes each year, if required, and the Company will contribute \$100.00 per pair toward the invoice cost of such shoes, if they are damaged during the course of performing his normal work. The employee shall present the damaged shoes to the Storeskeeper at the time of his request for a second pair of safety shoes under this provision. If an employee furnishes doctor certification for the



necessity of wearing orthopedic shoes, the Company will contribute 50 percent of the difference between the orthopedic shoes and the standard safety shoe. Other mandatory safety equipment and apparel will be provided as at present.

1702 Prescription Eyeglasses

At present time the Company provides safety prescription eyeglasses to an employee at no cost to the employee, except for a fitting fee. The Company agrees to include a fitting fee cost of twenty dollars (\$20.00) for non-bifocal and twenty-five dollars (\$25.00) for bifocal safety prescription glasses for each regular employee, limited to one (1) fitting fee every two (2) years.

**1800 HOT MEALS**

1801 When an employee is required to work one (1) hour or more beyond his scheduled shift or day of work, he will be provided a hot meal or a meal allowance. An employee required to work five (5) hours or more beyond his scheduled shift or day of work will be eligible for an additional hot meal or a meal allowance, and a hot meal or a meal allowance will be provided every four (4) hours thereafter until the employee is relieved from the overtime work assignment.

The meal allowance is \$12.00.

Meal allowance will be added to employee's regular pay cheque.

**1900 TRAINING PAY**

- 1901 (a) When an employee is being trained by an incumbent for any job classification the employee being trained shall continue to be paid his own job rate until he is assigned to and takes over the job for which he is being trained.
- (b) Instructor's Pay - When an employee possesses special training and subsequently is required to instruct a group of other employees in a formal classroom he will receive a premium of twenty-five (25) cents per hour while performing

the training.

### **2000 NON-DISCRIMINATION**

- 2001 There shall be no discrimination, harassment or intimidation against anyone. Nothing in the Collective Agreement shall conflict with any Provincial or Federal legislation.

### **2100 CONFERENCE ROOM - NEGOTIATIONS**

- 2101 The Company will pay the cost of the main conference room for negotiations. All other expenses will be to the account of the party who incurred them.

### **2200 LEAVES OF ABSENCE**

- 2201 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:
- (a) Legitimate personal reasons.
  - (b) Candidacy for public office at the Federal or Provincial level. Such leaves may be extended until seven (7) days have elapsed following the date of election.
  - (c) Duties of an elected Municipal Office.
  - (d) Union business.
- 2202 Any leave of absence granted pursuant to Section 2201 will not result in any loss of seniority.
- 2203 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.

- 2204 Any leave of absence granted pursuant to Section 2203 will not cause a break in the continuity of service but the period of absence shall not be counted in calculating any service-related benefit.
- 2205 Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for group life insurance and all other insurance coverage in accordance with the provisions of the respective policies.
- 2206 All leaves of absence must be applied for in writing.
- 2207 The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.

### **2300 JOB EVALUATION**

- 2301 A Company and Union Committee will meet during the term to discuss and upon mutual agreement, to implement a job evaluation program.

### **2400 DURATION AND RE-OPENING**

- 2401 Period

The Company and the Union agree one with the other that they will abide by the articles of this Agreement from **May 1, 2004, to April 30, 2009** and from year to year thereafter, unless changed through mutual agreement.

- 2402 Right to Open

Either party to this Agreement shall have the right to open

negotiations for changes therein by the serving of written notice upon the other party within the ninety (90) day period prior to the expiration date of this Agreement.

2403 Discussion of Individual Rates

Either party shall have the right to discuss local adjustments prior to **May 1, 2005, May 1, 2006, May 1, 2007, May 1, 2008, and May 1, 2009**. Discussions will be limited to those items submitted prior to April 1st each year. 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. Failure to agree on any such cases shall in no way interfere with the terms of the collective agreement concerned.

Any rate adjustments granted under this provision will be retroactive to date of submission or date agreed upon by the parties.

**2500 YARD SERVICES DEPARTMENT**

It is agreed by the Company that the present classifications encompassed in the Yard Service Department will remain in effect through the life of the current agreement. However, the number of employees may alter due to varying requirements of the department.

2501 Yard Crew Scheduling

It is agreed that the scheduling of back-to-back days off shall be considered "Normal practice" in the Yard Department; accordingly, any employee requesting an exemption to the "Normal practice" must make such request in writing.

### 2600 CLARIFIER OPERATION

This is to confirm that the operation of the new clarifier will be under the jurisdiction of Local 92, C.E.P.

### 2700 BOROL SYSTEM

This is to confirm that unloading of chemicals for the Borol System at the Fort Frances Mill falls under the jurisdiction of Local 92, C.E.P.

### 2800 OVERNIGHTING

In the future, should the Company choose to use one (1) of our local drivers to travel out of town, the employee will be given adequate instructions as to when he is to be considered off duty. Should circumstances be such that the employee is required to stay in a hotel overnight, reasonable and customary expenses incurred for food and lodging will be borne by the Company, on the submission of an approved Company expense report. Time spent sleeping is not eligible for pay.

### 2900 CONTRACT BOOKLET PRINTING

The Company will print enough contract books for the union in a number equal to its current membership plus enough for the local union's administration (to be declared by the local union prior to printing) provided there is a signed copy for printing within the 90 day period following date of ratification. After the 90 day period, the obligation on the Company to print ceases. If there is a dispute as to the correctness of the revised text, such may be grieved through the grievance procedure and the ninety (90) days will be extended until a final decision is reached.

Once the parties have signed off of the proof read document, stating everything is in order the company will immediately send the document

in for printing and the contract books will be printed and returned to the local union within 60 calendar days.

### 3100 JOB SECURITY

In the event of the introduction of technological change or automation by the Company which will result in significant changes in the employment, the Company agrees to first discuss such change with the Union and to examine potential alternatives for coping with the impact of such changes on the employment status of employees.

**SIGNED at Fort Frances, Ontario this 16th day of July 2004.**

Abitibi-Consolidated  
Company of Canada

Communications, Energy and  
Paperworkers Union, Local 92

Len Robinson (signed)

Thor Cox (signed)

Bruce Wreggitt (signed)

Allan Bedard (signed)

Gary Kielczewski (signed)

APPENDIX A

ABITIBI-CONSOLIDATED COMPANY OF CANADA

FORT FRANCES DIVISION

WAGE SCHEDULE

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION,

FORT FRANCES LOCAL NO. 92

STRAIGHT-TIME RATES

	April 30 2003	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
<b>YARD</b>						
Foreman	24.53	25.23	25.86	26.46	26.99	27.59
Pump Operator	22.87	23.57	24.16	24.76	25.26	25.86
Swing Loader Operator	24.32	25.02	25.65	26.25	26.78	27.38
Truck Driver Lift Truck	23.17	23.87	24.47	25.07	25.57	26.17
Truck Driver	23.17	23.87	24.47	25.07	25.57	26.17
Truck Driver Helper	22.45	23.15	23.73	24.33	24.82	25.42
Labour	22.26	22.96	23.53	24.13	24.61	25.21
Janitress	22.26	22.96	23.53	24.13	24.61	25.21
Tractor Trailer Truck Driver	22.72	23.42	24.01	24.61	25.10	25.70
Bark Loader/Bark Dozer/Tractor Driver	23.47	24.17	24.77	25.37	25.88	26.48
Bobcat Operator	22.97	23.67	24.26	24.86	25.36	25.96
Back Hoe Operator	22.72	23.42	24.01	24.61	25.10	25.70
<b>GROUNDWOOD WOODROOM</b>						
Lead Operator	25.42	26.12	26.77	27.42	28.02	28.52
Assistant Operator	23.28	24.23	24.84	25.44	25.95	26.55
Labour	22.26	22.96	23.53	24.13	24.61	25.21

	April 30 2003	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
<b>GROUNDWOOD MILL</b>						
Groundwood Screenman	25.71	26.41	27.07	27.67	28.22	28.82
Head Grinderman	25.71	26.41	27.07	27.67	28.22	28.82
Grinderman	25.27	25.97	26.62	27.22	27.76	28.36
Groundwood Mill Clerk	24.63	25.33	25.96	26.56	27.09	27.69
Day clean-Up	22.26	22.96	23.53	24.13	24.61	25.21
Labour	22.26	22.96	23.53	24.13	24.61	25.21
Lead Operator Auto Loading Floor	24.53	25.23	25.83	26.43	26.93	27.53
Operator Auto Loading Floor	23.28	23.98	24.58	25.18	25.68	26.28
<b>STOCK PREPARATION</b>						
Lead Furnish Room Operator	28.07	28.77	29.49	30.09	30.69	31.29
Furnish Room Operator	26.75	27.45	28.14	28.74	29.31	29.91
Furnish Room Operator I (FRO 1)	25.45	26.15	26.80	27.40	27.95	28.55
Furnish Room Operator II (FRO 2)	23.99	25.01	25.64	26.24	26.76	27.36
Furnish Room Operator III (FRO 3)	23.31	24.69	25.31	25.91	26.43	27.03
Labour	22.26	22.96	23.53	24.13	24.61	25.21
<b>PAPER MANUFACTURING</b>						
Lead Hand Swiper	25.05	25.79	26.43	27.06	27.60	28.23
Swiper	23.86	24.56	25.17	25.77	26.29	26.89



	April 30 2003	May 1 2004 \$0.70	May 1 2005 2.5%	May 1 2006 \$0.60	May 1 2007 2.0%	May 1 2008 \$0.60
<b>FINISHING &amp; SHIPPING</b>						
Lead Operator	26.70	27.40	28.09	28.69	29.26	29.86
First Assistant	25.29	25.99	26.64	27.24	27.78	28.38
Second Assistant	24.02	24.72	25.34	25.94	26.46	27.06
Car Blocker	22.87	23.57	24.16	24.76	25.26	25.86
Roll Pusher	22.43	23.13	23.71	24.31	24.80	25.40
Coreman	23.31	24.01	24.61	25.21	25.71	26.31
Labour	22.26	22.96	23.53	24.13	24.61	25.21
<b>STORES</b>						
Leadman	24.53	25.23	25.86	26.46	26.99	27.59
Storesman	23.75	24.45	25.06	25.66	26.17	26.77
Leadman (with computers)	24.78	25.48	26.11	26.71	27.24	27.84
Storesman (with computers)	24.00	24.70	25.31	25.91	26.42	27.02
(\$0.25 add on for computers)						
<b>LABORATORY</b>						
Head Tester	26.00	26.73	27.41	28.04	28.59	29.22
General Tester	24.76	25.46	26.10	26.70	27.23	27.83

	Apr 30 03	May 1 2004 \$0.70	May 1 2005 2.5%	May 1 2006 \$0.60	May 1 2007 2.0%	May 1 2008 \$0.60
<b>KRAFT MILL WOODROOM</b>						
Lead Operator	25.51	26.21	26.87	27.47	28.02	28.62
First Asst. (Chip Reclaim)	23.83	24.53	25.14	25.74	26.25	26.85
Mobile Log Handler	23.47	24.42	25.03	25.63	26.14	26.74
Utility	22.50	23.20	23.78	24.38	24.87	25.47
Labour	22.26	22.96	23.53	24.13	24.61	25.21
<b>KRAFT PULPING GROUP</b>						
Lead Pulping Operator	28.07	28.77	29.49	30.09	30.69	31.29
First Assistant	26.66	27.36	28.04	28.64	29.21	29.81
Second Assistant	26.30	27.00	27.68	28.28	28.85	29.45
Third Assistant	24.97	25.67	26.31	26.91	27.45	28.05
Fourth Assistant	24.16	24.86	25.48	26.08	26.60	27.20
Utility (Safety Equipment)	22.43	23.13	23.71	24.31	24.80	25.40
<b>KRAFT BALING &amp; SHIPPING</b>						
Flash Dryer Operator	26.12	26.82	27.49	28.09	28.65	29.25
Pulper Operator	23.68	24.38	24.99	25.59	26.10	26.70
Trucker Loader	23.18	24.28	24.89	25.49	26.00	26.60

	April 30 2003	May 1 2004 \$0.70	May 1 2005 2.5%	May 1 2006 \$0.60	May 1 2007 2.0%	May 1 2008 \$0.60
<b>MAINTENANCE AND REPAIR CREW</b>						
Maintenance Group Leader	29.30	30.00	30.75	31.35	31.98	32.58
Senior Journeyman	29.72	30.42	31.18	31.78	32.42	33.02
Cement Man Journeyman "A-1"	29.22	29.92	30.67	31.27	31.90	32.50
Painter "	29.22	29.92	30.67	31.27	31.90	32.50
Rigger "	29.22	29.92	30.67	31.27	31.90	32.50
Cement Man Journeyman "A"	28.93	29.63	30.37	30.97	31.59	32.19
Painter "	28.93	29.63	30.37	30.97	31.59	32.19
Rigger "	28.93	29.63	30.37	30.97	31.59	32.19
Cement Man Journeyman "B"	24.54	25.24	25.87	26.47	27.00	27.60
Painter "	24.54	25.24	25.87	26.47	27.00	27.60
Rigger "	24.54	25.24	25.87	26.47	27.00	27.60
Helper I	23.94	24.64	25.26	25.86	26.38	26.98
Helper II	23.56	24.26	24.87	25.47	25.98	26.58
Helper III	23.26	23.96	24.56	25.16	25.66	26.26

MAINTENANCE DAY WORKERS FOR PREMIUM PAY PURPOSESYARD

Foreman  
 Swing Loader Operator  
 Truck Driver (Lift Truck)  
 Truck Driver (Working with Maintenance)  
 Tractor Driver

PAPER MANUFACTURING

Swipers - Not to change schedules presently in effect

STORES

Lead Man  
 Storesman

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TOP OPERATORS

The following is a list of top operators

Yard Foreman  
 Lead Operator – Kraft Mill Wood Room  
 Lead Operator – Groundwood Wood Room  
 Head Grinderman  
 Screen Man - Groundwood  
 Lead Furnish Room Operator  
 Swiper  
 Leadman - Stores  
 Head Tester  
 Lead Pulping Operator  
 Flash Dryer Operator  
 Swing Loader Operator  
 First Assistant – Kraft Pulping  
 Lead Operator – Finishing and Shipping  
 Second Assistant – Kraft Pulping  
 Pulper Operator (Lap Slushing)

### PREMIUM PAY - HAZARDOUS CONDITIONS

The Company will pay a premium of fifteen cents (15¢) per hour:

- (a) On temporary scaffolds or exposed exterior locations not normally accessible (mill roofs and the like excepted), where the vertical drop is fifty (50) feet or more;
- (b) Raceways;
- (c) When working in digesters under conditions which require the use of a safety belt;
- (d) Hilti guns;
- (e) Painters and Helpers when using paint spray guns;
- (f) Employees operating sandblasting equipment.

Employees working inside lime kilns, kraft mill liquor tanks, precipitators and evaporators will be paid a premium of twenty cents (20 ¢) per hour.

An employee who is eligible for premium pay for hazardous conditions as outlined above shall be paid the premium for the hours worked on his regular shift or for the hours worked on the call-in during which work was performed.

Time and one-half will be paid for the day of the climb, to employees required to climb and work on water tanks and radio towers. In order to qualify for this premium an employee must climb to a height of fifty (50) feet or more.

#### Head Tester

**The Head tester rate will be 5% above the General Tester rate.**

#### Lead Hand Swiper

**The Lead Hand Swiper rate will be 5% above the Swiper rate.**

**Lead Operator Auto Loading Floor**

**The Lead Operator Auto loading Floor rate will be \$1.25 above the Operator Auto Loading Floor rate.**

**SUPERVISORY REPLACEMENT**

During any period that an employee replaces a salaried supervisor at the request of the Company he shall receive fifty cents (50¢) an hour above the highest rate supervised.

**TEMPORARY TRANSFERS**

When an employee is shifted from one job to another he shall receive the rate of pay scheduled for each job at which he works.

**SHIFT DIFFERENTIAL**

The shift differential is 0-40-60.

**Effective August 1, 2004 the shift differential is 0-50-70.**

This shift differential will be paid for all hours worked on the 4-12 shift and the 12-8 shift to all tour employees working these hours.

**METRIC TOOLS**

At present the Company is making metric tools available to employees on a loan and return basis where these are required. Should a Tradesman be required, as a condition of employment, to purchase his own metric tools to duplicate his present tools, the Company will notify the Government so that the employee may benefit from the Government subsidy of 50% of the replacement cost. In addition, the Company will pay 50% of the remaining replacement cost.

**LIVING ALLOWANCE FOR APPRENTICES**

While attending Trade School shall be forty dollars (\$40.00) per week.

### SENIOR JOURNEYMAN

The classification of Senior Mechanic Journeyman will be established in the appropriate Appendix in the Collective Agreement.

Journeymen A-1 who successfully complete a prescribed course will be assigned to the classification Senior Mechanic Journeyman. Tradesmen with up to and including a Journeyman A classification who take the prescribed course will not be eligible for the Senior Mechanic Journeyman status and the assigned rate until the employee attains A-1 status.

The aforementioned courses will be established by a joint Committee composed of two Journeymen, one from each Local and two members of supervision, one from each Mill.

The parties agree that these courses of instruction are designed to upgrade the skills of A-1 Mechanics in some specialized technologies or skills whereby interested A-1 Journeymen can then qualify for the Senior Journeyman rate. It is further understood and agreed that employees who receive the Senior Journeyman rate may be required to use these special skills as necessary.

### YARD FOREMAN

Should the position of Foreman (Yard) be permanently eliminated, the most senior employee in the yard labour classification at the time, shall retain the rate.

### Drivers' Licences Renewal Fees/Medicals

The Company agrees to pay renewal fees for Company-required drivers licenses (currently D-Z) for bulletined Yard Truck Drivers. The Company further agrees to pay for license renewal fees and required medicals for existing bulletined Yard Truck Drivers, as of January 15, 2004, to maintain their A-Z license as long as they hold this bulletin.

APPENDIX BMILL RULES1. REPORTING FOR WORK1.1 General

It is the duty of every worker to report for his regular shift unless he has previously arranged with his foreman for a leave of absence.

1.2 Starting(a) DAY WORKERS

Day workers shall be at their respective posts of duty and ready to begin work at 8:00 a.m. and 12:30 p.m.

(b) NIGHT WORKERS

The same provision as contained in paragraph (a) of this rule shall apply to night workers on regularly assigned schedules (not tour workers) except that the hours specified shall be the regular times of starting and ending work.

(c) TOUR WORKERS

Tour workers shall be at their respective posts of duty at the scheduled beginning of their shift or tour.

1.3 Unable to Report

Should a tour worker be unable to report for work at the beginning of his shift he shall make satisfactory arrangements with his partners and notify the foreman on duty at least four (4) hours before his shift begins. If arrangements cannot be made he must report for duty except in case of emergency.



If unavoidably prevented from reporting, he must give notice to his foreman or to the employment office at least four (4) hours before his tour goes on duty, and the person receiving this notice must complete the standard report provided for recording such notice.

## 2. LEAVING THE JOB OR PLANT

### 2.1 On Arrival of Mate

- (a) At the end of a shift, no tour worker shall leave his place to wash and dress until his mate has changed his clothes and reported to take on his responsibility of the position.
- (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.

### 2.2 During Working Hours

No employee shall leave the plant during working hours without the permission of the head of the department.

## 3. PUNCHING IN AND OUT

When stopping work and leaving the job employees are required to punch out and to punch in on returning to the job.

## 4. RESPONSIBILITY OF THE INDIVIDUAL

Each employee will be held responsible for the condition of that part of the plant under his control and everything in and about the plant shall be kept clean and in good order.

## 5. ACCIDENT PREVENTION

### 5.1 Instructions

It is the duty of the foreman to instruct every new employee exactly

as to how machinery around which he regularly works may be stopped.

### 5.2 Clothing

Employees must not wear clothing which can readily become entangled in machinery. When not in use, clothing must be kept in lockers provided for that purpose. Shoes shall be worn while on duty. Employees are required to see that their lockers are kept in a clean and neat condition.

### 5.3 Safeguards

It is a violation of the laws of the Province of Ontario to remove safety guards and anyone so doing without the permission of his superintendent or foreman is liable to penalty provided by law.

### 5.4 Accidents

Reports of all accidents must be made to the foreman at once by all witnesses and by the injured employee when possible; the foreman will make up an accident report in duplicate for the superintendent.

## 6. FIRE PREVENTION

All employees must assist in preventing destruction of the Company's property in case of fire. Fire apparatus must not be removed from its place or used except in the case of fire or by order of the superintendent.

## 7. EMPLOYEE ASSISTANCE PROGRAMS

The Company is committed to the principle of the Employee Assistance Programs and will continue to support such principles with an active participation in an employee - employer Employee Assistance Program Committee. This Committee will continue to seek ways to bring awareness and the proper use of such programs to all employees.

## 8. BULLETIN BOARDS

Bulletin boards for the sole use of the Unions will be provided in and about the mill and no Union notices shall be posted elsewhere.

## 9. ABSENCE FROM WORK

### 9.1 Reducing Absenteeism

The Unions undertake to co-operate with Management in reducing absenteeism.

### 9.2 Penalties

- (a) Employees who fail to report for work or who in any way penalize their mates or the Company under the overtime arrangement of Article 600 (Premium Time), will be subject to the applicable Mill Rules. Disciplinary action under these rules and regulations shall be subject to the grievance procedure.
- (b) Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:
  - (i) First case - Instruction and warning
  - (ii) Second case - Instruction and up to three days layoff
  - (iii) Third case - Instruction and layoff subject to discharge
- (c) It is understood that should an employee have a clear record for a full twelve-month period between steps 1 and 2, or steps 2 and 3, or after stage 3, his record shall be considered clear.
- (d) Should an unarranged absence of an employee be of sufficient length, or the reasons for the absence be of such nature to indicate irresponsibility in the individual concerned, management may discipline the offending

employee with a layoff 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 on each case by the Superintendent concerned. A copy of this

report will be sent to the individual and secretary of the Union concerned.

### 9.3 Returning to Work

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.

If an employee has been absent from work without arrangement, or without notice under clause 1.3, paragraph 2, he shall report to his superintendent for instructions before returning to work.

APPENDIX CRULES GOVERNING PARTICIPATION IN THE SUPPLEMENTARY  
CONTRIBUTORY GROUP LIFE INSURANCE POLICY

1. New employees will be enrolled for "basic" group life insurance coverage at the time of hire. Employees will be eligible for the contributory group life insurance coverage at the same time they are covered under the "basic" group life. If the additional contributory insurance is waived, the employee shall sign a waiver card. **Such employee may apply for the contributory supplementary insurance by November 30<sup>th</sup> of the preceding year to be effective January 1<sup>st</sup> of the following year or later, upon acceptance from the insurance carrier following proof of good health.**
2. Employees who do not initially sign up for or who cancel the contributory coverage may re-enrol prior to each ensuing **November 30<sup>th</sup>** and must produce evidence of insurability when applying.
3. If an employee is off work because of illness or accident, his contributory insurance coverage will be continued for three (3) months providing his own portion of the premium is paid each month, extendable in three (3) month intervals with Company approval to a maximum of twelve (12) months.
4. Employees who wish to take advantage of contributory insurance coverage must apply for and accept no less than **\$25,000.00 additional coverage. This optional life insurance will be available to a maximum of \$200,000 in increments of \$25,000.**
5. **January 1<sup>st</sup>** each year is the effective date and the anniversary date of the Group Life Policy.

## APPENDIX D

### DENTAL EXPENSE INSURANCE (For Employees and Dependents)

#### HOW BENEFITS BECOME PAYABLE

1. While insured, you or your dependent-incurred covered dental expenses (as defined below) as a result of a nonoccupational injury or a nonoccupational disease.

#### HOW MUCH IS PAYABLE

1. Effective **May 1, 2004** for each procedure in Schedule A, the benefit percentage is **100%** of the amount payable according to the **2003** Ontario Dental Association Schedule of Fees for Dental Procedures by General Practitioners. The O.D.A. fee schedule will be upgraded each year to reflect the previous year's fee schedule.

For calendar year **2005**, apply the **2004** schedule of fees.

For calendar year **2006**, apply the **2005** schedule of fees.

For calendar year **2007**, apply the **2006** schedule of fees.

For calendar year **2008**, apply the **2007** schedule of fees.

For calendar year **2009**, apply the **2008** schedule of fees.

2. Effective **May 1, 2004** for each procedure in Schedule B, the benefit is **50%** of the amount payable according to the **2003** Ontario Dental Association Schedule of Fees for Dental Procedures by General Practitioners. The O.D.A. fee schedule will be upgraded each year to reflect the previous year's fee schedule.

For calendar year **2005**, apply the **2004** schedule of fees.

For calendar year **2006**, apply the **2005** schedule of fees.

For calendar year **2007**, apply the **2006** schedule of fees.

For calendar year **2008**, apply the **2007** schedule of fees.

For calendar year **2009**, apply the **2008** schedule of fees.

3. For all procedures in a calendar year, the total benefit payable shall not exceed the calendar-year maximum of **\$1,500**.

## EXTENSION OF BENEFITS

If you or your dependent are wholly disabled as a result of a dental condition for which benefits are payable under this coverage *on* the date dental expense insurance is terminated and if charges are incurred as a result of that dental condition within one year after the year in which insurance terminates and during continuance of that disability, the same benefits shall be payable for charges so incurred that would have been payable if incurred while insured.

### WHAT ARE "COVERED DENTAL EXPENSES"

The charges made for any of the following:

1. Extractions.
2. Fillings.
3. Oral surgical procedures and necessary preoperative treatment during hospital confinement and customary postoperative treatment furnished in connection with oral surgical procedure.
4. Anesthesia and its administration in connection with oral surgical procedure, extractions or other covered dental services.
5. Dental X-rays.
6. Treatment of periodontal and other diseases of the oral cavity.
7. Root canal therapy.
8. Initial installation of a removable partial or full denture including adjustments after three months following insertion.
9. Replacement of an existing removable partial or full denture or the addition of teeth to an existing removable partial or full 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.
10. Repair or relining of removable partial or full denture.

11. Emergency treatment for relief of pain only.
12. Charges for service performed by a Denturist.
13. Oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays but not more than one examination in any period of six consecutive months.
14. Oral hygiene instructions.

#### EXCLUSIONS

"Covered Dental Expenses" does not include charges for or in connection with the following:

1. Original installation of the repair and/or replacement of onlays, inlays and fixed bridgework.
2. Services or supplies that are primarily for beautification.
3. Orthodontia or correction of malocclusion.
4. Any item received before you or your dependent became insured under this coverage.
5. Any item furnished by or through any government or any subdivision or agency thereof or the charge for which is paid or payable or reimbursable by or through any plan or program of any government or subdivision or agency thereof other than a plan or program established for the civilian employees of government or subdivision or agency thereof.
6. Any charge that would not have been made in the absence of insurance or that the employee or dependent is not legally obligated to pay.
7. Any charges excluded under General Exclusions.



#### DENTAL CHARGE LIMITATION:

No payment shall be made unless a dental chart satisfactory to the insurance carrier and without expense to it is submitted. Such dental chart shall indicate prior extractions and shall be completed by the attending dentist at the time you or your dependent first visit the dentist on or after the date you or your dependent become insured.

#### PREDETERMINATION OF BENEFITS

If a course of treatment can reasonably be expected to involve dental expenses in excess of \$100, a description of the procedures to be performed and an estimate of the dentist's charges must be filed prior to starting treatment.

Predetermination requirement does not apply to courses of treatment under \$100 or to emergency treatment, oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays.

A course of treatment *is* a planned program of one or more procedures or services for the correction of a dental condition diagnosed by the attending dentist as a result of an oral examination. The total of the fees for the course of treatment will include the charges for oral examinations including prophylaxis, scaling and cleaning and diagnostic X-rays.

#### DENTAL CLAIMS

When you or one of your dependents incur expenses that qualify for Dental Expense insurance benefits, you may submit a claim. Claim forms are available from your dentist.

#### DENTAL PLAN

The Company will provide a dental plan to permanent employees and their eligible dependents effective October 1, 1975.

An employee will qualify after completion of ninety (90) calendar days with the Company and a minimum of sixty (60) days of work.

The definition of a "dependent" is the same as that in the present Group Hospital Plan except children over 21 who are regularly attending school and dependent upon subscribers for support will be covered to age 23.

**Children with disabilities**

**Insured children suffering from a physical or mental disability will continue to be covered beyond the maximum age as long as they are dependents of employee.**

SCHEDULE APROCEDURE

Periodontal Services  
(Diagnosis & Treatment of  
Gum Tissue)

Treatment planning &  
consultations

Application of dressings

Supraringival & sub-  
gingival scaling (above  
and below gum line)

Root planing

Polishing

Emergency treatment of  
periodontal abscess

Treatment of oral infections

Desensitization of tooth  
surface (a temporary  
measure to relieve pain)

Splinting-provisional

Provisional occlusal splint  
(night guard)

Gingival scaling (deep scaling  
below gum)

Gingivoplasty & Gingivectomy  
(reshaping tissue to help  
periodontal condition)

PROCEDURE

Mucogingival surgery (Moving  
healthy tissue to cover healthy  
tissue)

Post surgical treatment  
(dressings)

Endodontic Services  
(Diagnosis & Treatment of  
Pulp and Root Canals)

Emergency endodontic  
procedures

Incision & drainage -  
through pulp canal

Pulp capping

Pulpotomy (partial removal  
of nerve)

Smoothing

Repositioning of displaced  
tooth

Replantation of totally  
displaced tooth

Pulpectomy (removal of  
nerve)

Biomechanical (instrumental)  
preparation of root canal

Chemotherapeutic (chemical)  
treatment of root canal

SCHEDULE APROCEDURE

Gingivectomy with  
Osteoplasty (reshaping tissue  
& bone)

Gingivectomy with Curretage  
(reshaping tissue & deep  
scaling)

Flap surgery (laying tissue  
open and deep scaling)

Amputation of roots

Intentional extraction root  
canal obliteration and  
repositioning of tooth

Endodontic management of  
primary teeth

Surgical services

Alveoplasty - reshaping  
bone arch to prepare for  
dentures

Frenoplasty-reshaping of  
tissue that connects the lip  
with the gingiva

Exposure of tooth for  
repositioning

PROCEDURE

Obliteration of root canal

Endodontic services involving  
Periradicular root surgery

Root end fillings and silver  
points

Bleaching of treated tooth

Post surgical treatments

Removal of root or foreign  
body from Sinus

Examinations

Initial examination of a new  
patient

Reexamination of a previous  
patient

Specific examination

Emergency examination and/  
or consultation

Consultations

With patient

SCHEDULE APROCEDURE

Enucleation of toothfollicle  
(removal of unerupted tooth)

Repair of soft tissue  
lacerations (placing stitches  
to repair gum tissue)

Incision & Drainage (drainage  
of infection by surgical  
incision)

Fractures— consultation &  
repair jaw fractures

Removal of growths-  
including biopsy

Treatment of  
Temporomandibular joint  
(repositioning of dislocated  
jaw)

Sialolithotomy (opening of  
salivary duct)

Intramuscular injection  
(antibiotics, etc.)

Preventive Services

Scaling and Polishing

PROCEDURE

With another dentist

Specific diagnostic  
procedures

Biopsy

Oral Pathology

Cytology Report

Cytological Examination

Dental Caries Susceptibility

Test

General Vitality Test

Specific Vitality Test

Bacterial examination

Radiographic Examination  
and Interpretation (X-Ray)

Soft tissue coverage

Bone tissue coverage

Anaesthesia Services

General anaesthesia-  
separate anaesthetist

First unit of time

Each additional unit of time

General anaesthesia- using  
auxiliary personnel

SCHEDULE APROCEDURE

Topical Fluoride Treatment  
 Oral Hygiene Instruction  
 Occlusal Equilibration  
 Treatment of Dental Caries  
 (fillings)  
 Removal of carious lesion and  
 dressing  
 Amalgam Restorations  
 Permanent Molars  
 Silicate cement and direct  
 resin restorations  
 Surgical Services— Removal  
 of teeth  
 Single tooth  
 Removal of single erupted  
 tooth (complicated)  
 Pit and Fissure treatment

PROCEDURE

First unit of time  
 Each additional unit of time  
 Amalgam Restorations  
 Bicuspid, permanent  
 anteriors all primary teeth  
 Plastic Composite  
 Restorations  
 Removal of Erupted tooth  
 (uncomplicated)  
 Each additional tooth in same  
 quadrant  
 Removal of single unerupted  
 tooth  
 Removal of residual roots

SCHEDULE BPROCEDURE

Prosthetic Services

Complete maxillary (upper) or  
mandibular (lower) denture

Complete maxillary and  
mandibular dentures

Remount & equilibration  
- (dentures repaired to  
establish new bite)

Immediate Dentures  
- (inserted immediately  
following the extraction of  
teeth)

Maxillary and mandibular  
partial dentures

One complete denture and  
one partial denture

Maxillary or mandibular  
partial denture

PROCEDURE

Provisional denture  
(temporary)

Unilateral-- (a type of  
denture)

Stressbreaker -- (relieves  
stress on clasped tooth  
holding partial denture)

Denture adjustments (after 3  
months from insertion)

Denture repairs

Denture relines - temporary  
and permanent

Tissues conditioning -  
(treatment) for inflamed, sore  
gum tissues

Maxillary or mandibular  
denture with precision  
attachments

SCHEDULE C  
INSURED ORTHODONTIC SERVICES

To the extent that such Dental Care is necessary according to the standards of good dental practice.

Payment will be made on the basis of 50% of the Dentist's usual charge or 50% of the suggested fee guide for general practitioners issued by the Ontario Dental Association as shown on your certificate, whichever is less. Orthodontic services are subject to the limitations of your Dental Care Plan 7. The maximum payment under this rider is \$1,500 in total per person effective December 1, 1998.

ORTHODONTIC SERVICES

Consultations  
Pretreatment diagnostic Services  
Diagnostic Models, X-rays  
Cephalometric work-up  
Preventive and Interceptive Orthodontics  
Habit Inhibiting  
Space Regaining  
Space Maintenance  
Cross Bite Correction, etc.  
Corrective Orthodontics  
Removable and Fixed Appliance Therapy  
Retention

PLEASE NOTE:

Orthodontic treatment plans should be submitted for consideration and review to establish the extent of payable benefit.

Prior to commencement of orthodontic treatment the dentist should prepare a report to the insurance carrier outlining the details with respect to malocclusion, diagnosis, treatment plan and applicable fees.



## MEMORANDUM OF AGREEMENT

BETWEEN

ABITIBI-CONSOLIDATED COMPANY OF CANADA  
FORT FRANCES DIVISION

AND

COMMUNICATION, ENERGY & PAPERWORKERS  
UNION OF CANADA  
LOCAL 92

- 1) In full settlement of all items and subject to ratification, which the bargaining committees representing the above parties agree to recommend, the Collective Agreement to be in effect from May 1, 2004 to April 30, 2009 shall be on the same terms as the 1998-2004 Collective Agreements, except as hereinafter amended.
- 2) All terms of this memorandum will become effective on the date of ratification except as herein specified to the contrary.

(Words importing the masculine gender shall include the feminine and vice versa)

All language in each collective agreement (referred to herein as the "collective agreement") will remain unchanged unless: (1) amended in this document; or (2) amended by local bargaining contract language and local issues.

## **Duration of labour agreement**

May 1, 2004 to April 30, 2009

## **Wage increases**

General wage increases as follows:

- \$0.70 / hour effective May 1, 2004
- 2.50% effective May 1, 2005
- \$0.60 / hour effective May 1, 2006
- 2.0% effective May 1, 2007
- \$0.60 / hour effective May 1, 2008

## **Shift premiums**

Effective the first day of the month following ratification of the collective agreement, the shift premiums for hours worked between 4:00 p.m. and 12:00 p.m. and for hours worked between 12:00 p.m. and 8:00 a.m. will be increased by \$0.10.

## **Vacations**

Starting with vacation year 2005:

A fifth (5) week of annual vacation after 17 years of service.

## **Humanity Fund**

During the term of the 2004-2009 collective agreement, the Company will match each employee contribution to the Humanity Fund up to a maximum of \$20 per year with a Company-wide maximum of \$50,000 per year.

Upon request of employees, the Company agrees to administer required pay deduction.

This deduction will be made in November of each year and transferred to the National union thirty (30) days following the deduction.

## **Pension Plan**

A long term agreement of ten (10) years, from May 1, 2004 to April 30, 2014.

The Company and the Union will jointly approach the government authorities with the objective of getting permission to extend the amortization period of the solvency deficit payment. A letter of intent supporting this commitment is attached as Appendix B.

For the former Rainy River plan, the current offset of 0.22% will be reduced as follows:

- 1.70% formula = 0.15% offset up to YMPE
- 1.75% formula = 0.08% offset up to YMPE

In addition, the Company agrees to update the minimum pension provisions as they apply to locals 92, 238 and 306 at Kenora and Fort Frances.

Effective May 1, 2009, the pension plan rules will be modified such that an active employee retiring at age 57 or more with at least 20 years of continuous service will be entitled to an unreduced pension and bridge benefit, subject to the minimum reductions imposed under the regulations of the Income Tax Act (Rule of 80).

The plan design is presented below:

<b>PENSION PLAN</b>										
<b>Benefits</b>	Year 1 2004	Year 2 2005	Year 3 2006	Year 4 2007	Year 5 2008	Year 6 2009	Year 7 2010	Year 8 2011	Year 9 2012	Year 10 2013
	(Effective May 1, except when specified otherwise.)									
Formula (%)		1.70%				1.75%				
Post-retirement adjustment (January 1) CPI x 50%, Max: 5%		√		√		√		√		√
Employee Contributions		6% Jan-01	6% May-01	6.5% May-01	7% May-01	7.5% May-01	7.5% May-01	7.5% May-01	7.5% May-01	7.5% May-01

Note: The pension adjustment formula is based on the Consumer Price Index for the 12-month period ending in October of the preceding year (rounded to the nearest tenth of one per cent), subject to a maximum 5% adjustment. For calculation purposes, the Consumer Price Index means the all-items index (1992400) published by Statistics Canada.

## Portability

Effective the first day of the month following ratification of the collective agreement, active employees participating in Abitibi-Consolidated pension plans that are transferred within the Company, with no interruption in employment, will **be** eligible for pension portability. For an employee who has been laid off for a period of less than twelve (12) consecutive months, the Company will proceed with his pension transfer if he has not received his severance pay or withdrawn his pension entitlement. In cases where the former mill and the new mill have different registered pension plans, the following will apply:

- The employee will enter into the pension plan of the new mill. This plan will recognize ~~the service completed under the former pension plan~~ for purposes of eligibility for ancillary benefits (early retirement and bridge benefit).
- The employee will stop accruing years of credited service in the former plan. Years of service and pensionable earnings at the new mill will be recognized in the former plan for purposes of eligibility for ancillary benefits and calculation of final average earnings.

Such employee will therefore have pension entitlements in two different registered pension plans.

## **Pension Plan Solvency**

The Company agrees to continue to share pertinent funding information with the Union.

## **Job security**

The Company agrees to renew all existing job security provisions and letters relative to the job security for the duration of the collective agreement.

The Company will also update these provisions and letters where applicable, changing the effective date to May 1, 2004, and all lists of regular employees will be updated and renewed as of May 1, 2004, and if requested by the local union, as of November 1, 2006.

## **Severance pay**

Each collective agreement will be amended to include the following language:

### Permanent lay-off

In the event of a permanent paper machine, department or mill closure, the maximum amount of severance pay will be one and one-half (1.5) weeks of pay per year of continuous service.

### Lay-off – 12 consecutive months

If the duration of a lay-off exceeds twelve (12) consecutive months, one-half (0.5) week of pay will be paid per year of continuous service in addition to the current provisions.

The total amount of severance pay that an employee may receive will not exceed one and one-half (1.5) weeks of pay per year of continuous service, for any reason, for any time.

The number of continuous years of service shall be calculated from the last lay-off period for which the employee received severance pay.

This is effective the first day of the month following ratification of the collective agreement.

## **Contracting out**

The Company agrees to renew all existing contracting out provisions for the duration of the collective agreement.

## **Weekly indemnity dispute resolution mechanism**

For all mills, the following weekly indemnity dispute mechanism will apply conditional to:

- The employee has submitted the required claim forms properly filled; and
  - The employee has given authorization to the Company and/or the insurer to have access to the information they require to adjudicate the claim.
- a) If requested by the employee, the Company will make advance payments at normal pay intervals until the claim

is processed. The employee will sign a promissory note stating that he will reimburse the Company for any advance payments received.

- b) The Company and/or insurer reserves the right to demand physical examinations throughout the duration of the employee's absence **due** to disability.

Such examinations shall be conducted by physicians designated by the Company and/or insurer.

Cost of physical examinations, transportation and reasonable out of pocket expenses related thereto will be reimbursed.

- c) Regardless of b) above, if there is a medical dispute as to the validity of a **claim** and/or the continuance of a claim and if the physicians of the employee and the Company or insurance carrier fail to reach an agreement, the dispute will be referred to a mutually agreed upon practicing specialist, picked from a list established yearly, who will render a final and binding decision. Payments will continue until that final and binding decision is rendered.

### **Benefits**

#### SECTION A – FOR ACTIVE EMPLOYEES

The Company confirms that the cost of health care plans will be paid 100% by the Company.

#### Dental Plan Benefits

The existing provisions of the dental care plan coverage will **be** maintained for the duration of the collective agreement. Furthermore, Class I expenses will be reimbursed at 100% for all locals up to the applicable limits.

#### Dental Plan – Schedule of Fees

Where a collective agreement does not mention a schedule of fees for 2004,

the 2003 schedule of fees will apply starting May 1, 2004.

For calendar year 2005, apply the 2004 schedule of fees.

For calendar year 2006, apply the 2005 schedule of fees.

For calendar year 2007, apply the 2006 schedule of fees.

For calendar year 2008, apply the 2007 schedule of fees.

For calendar year 2009, apply the 2008 schedule of fees.

#### Long Term Disability

The monthly benefit will cease at the earliest of the following occurrences:

- e) The date at which the disability ceases,
- f) The date at which the employee is eligible for an unreduced pension,
- g) The date at which the employee reaches 65 years of age,
- h) The death of the employee.

Current provisions will not be reduced by this proposal.

#### Supplementary Health Care

Effective January 1, 2005, brand name prescription drugs will be reimbursed at 80%. For generic prescription drugs and drugs with no generic, the reimbursement will be 100%. Brand name drugs will only be reimbursed at 100% provided there is a medical justification from the treating physician for its generic equivalent not being recommended, not tolerated or cannot be administered given the medical condition of the insured participant.

The parties recognize that the use of generic drugs is an important element for containing costs in a health care plan. Consequently, the parties agree to meet and develop a mutually agreed upon plan to increase the use of generic drugs. This initiative will take place in all divisions within 12 months of the ratification of the collective agreement. The plan could include promotional campaigns to improve doctors and pharmacists' awareness regarding generic drug use.

**Appendix B****LETTER OF INTENT  
BETWEEN ABITIBI-CONSOLIDATED COMPANY OF CANADA  
AND  
CEP and Its locals****59N, 63, 84, 84-35, 88, 90, 92, 101, 109, 132, 138, 139, 161, 209,  
220, 227, 238, 253, 306, 352, 375, 1093, 1256, 1455****Pension Plans - Joint Request to Government Authorities**

The Union and the Company agree to present a joint request to the Quebec Pension Board or the Financial Services Commission of Ontario, and to the Canada Revenue Agency. The objective of the joint request will be to obtain from the government authorities permission to amortize starting in 2004, any solvency deficit over a period of 10 years instead of the prescribed periods under the law and the applicable regulations.



**LETTER OF INTENT**  
**BETWEEN ABITIBI-CONSOLIDATED COMPANY OF CANADA**  
**AND THE**  
**COMMUNICATION, ENERGY AND PAPERWORKERS UNION**  
**OF CANADA**

The Company agrees to hold an annual meeting on the Pension Plans for union employees of Abitibi-Consolidated Company of Canada with union representatives chosen by each local union.

Current local agreements and practices related to attendance to the annual meeting shall remain.

Each mill representative will be paid as follows: for each regular working day lost, he will be paid his straight-time rate for the number of hours he would have worked.

Reasonable expenses related to transportation and hotel, if necessary, will be reimbursed for each mill representative. The Company will also contribute \$35 per day for incurred living expenses.

**MEMORANDUM OF AGREEMENT FOR LOCAL ISSUES  
and CONTRACT LANGUAGE**

**- BETWEEN -**

**ABITIBI-CONSOLIDATED COMPANY OF CANADA  
Fort Frances Division**

**- AND -**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
Local 92**

The bargaining committee representing the above parties, all of whom have been duly authorized to negotiate and settle, and do hereby confirm settlement of all outstanding local issues and contract language between them and agree to extend the terms and conditions of the current Collective Agreement which expires on April 30, 2004 subject to the following amendments contained in this Memorandum of Agreement for Local Issues and Contract Language.

Subject to ratification by the Union under their internal rules and procedures, this Memorandum of Agreement for Local Issues and Contract Language will, upon such ratification change the current Collective Agreement, which will become the new Collective Agreement between the Union and Company in accordance with the terms herein.

1. Memorandum  
The new memorandum of agreement will replace the current agreement and all dates and changes during this round of negotiations will be reflected in the new memorandum of agreement.
2. The Company will endeavour to improve its adherence to section 104.
3. The Company will send a notice to Supervisors and Superintendents instructing them not to perform the work of Local 92.
4. The Company will endeavour to improve its adherence to section 202 (b).

5. The Company will provide to the Union a copy of the Supplementary Agreement with respect to the "Check Off of Dues" dated October 22, 1968.
6. Union officials can contact Human Resources if there is a problem with entering the mill after hours.
7. The Company will draft a method or procedure for bulletin posting and awarding.
8. The Company will provide a letter confirming that the assignment comes from the Yard Department and the wage rate is that of Janitress out of the Yard.
9. The Company acknowledges that it has no plans to administer Long Term Disability and does not have a medical director at the present time.
10. The Company will provide a letter to Local 92 stating the following: The Company has a Harassment-Free Workplace Policy and is committed to apply that policy consistently and fairly whether the employee involved is Union or Non-union. The Company will enlist Local 92's help with matters relating to its membership. The Company, the Union Executive and Union members agree to co-operate and work with each other in preventing and eliminating any form of harassment in the workplace. The Company and Union further undertake to authorize, direct and encourage work place training, to raise the awareness level of all employees, to the serious consequences of work place harassment.
11. The Company will continue to provide mill-wide training on harassment as it did in Refresher training in 1994, 2001 and 2002.
12. The Company intends to follow Ontario legislation for accommodating disabled workers and will work with Local 92 towards that end.
13. Flash Dryer Bulletins will be posted as vacancies occur.
14. The Company commits to provide alternate high visibility options to

address the safety concern raised at negotiations.

15. Letters of Understanding

(a) Resign Letter of Understanding # 1 - 12 Hour Shifts

(b) Amend Letter of Understanding # 1 as follows:

Delete all of paragraph # 2, which starts at "Upon thirty (30) calendar days written notice.. ."

(c) Resign Letter of Understanding # 2 – Trade and Classification Flexibility.

16. The spirit and intent of the Clean-up of Appendix A continues for the term of this agreement.

17. For spares that work in departments that have 12-hour shift agreements there will be a trial period of 12 months, on a without prejudice basis to either party, to determine the feasibility of tour-to-tour vacation. The following guiding principles **will** apply during this trial, which will not change the current departmental vacation quotas:

- Not later than 2 weeks following ratification of the collective agreement, the Company will begin allowing spares, within departments that have 12-hour shift agreements, to request tour-to-tour vacation, if they wish.
- The Union agrees that it is the sole discretion of the Company and its Schedulers to determine whether vacation may be granted on a tour-to-tour basis.
- The current area practices, including calling in on Thursdays for vacation greater than one (1) tour, will continue.
- The 12 month trial will be reviewed by management and the schedulers quarterly. The decision to continue with the trial or to continue beyond the trial will be by agreement between the Local and management.
- Issues that arise during this trial period will be brought to the attention of the parties with a view towards resolving them as quickly as possible.

18. Change all references from Abitibi-Consolidated Inc. to Abitibi-

## Consolidated Company of Canada

19. Article 806 Vacations  
Remove 806.6, and amend 806.1 (b) by removing " May 31<sup>st</sup>" and inserting "April 30<sup>th</sup>".
20. Article 1000  
Update all relevant dates in the agreement, including 1006 (a), to reflect new contract years.
21. Amend 1006 (i); Change \$10.00 to **\$15.00** per form.
22. Article 2000 Non-Discrimination  
Amend article 2000 to read as follows:  
2000 DOMINION AND PROVINCIAL STATUTES  
There shall be no discrimination, harassment or intimidation against anyone.  
Nothing in the Collective Agreement shall conflict with any Provincial or Federal legislation.
23. Article 2900 Contract Booklet Printing  
Add paragraph as follows:  
Once the parties have signed off of the proof read document, stating everything is in order the company will immediately send the document in for printing and the contract books will be printed and returned to the local union within 60 calendar days.
24. Add to Appendix "A" ,pg.80:  
Drivers' Licences Renewal Fees/ Medicals  
The Company agrees to pay renewal fees for Company-required drivers licences (currently D-Z) for bulletined Yard Truck Drivers. The Company further agrees to pay for licence renewal fees and required medicals for existing bulletined Yard Truck Drivers, as of January 15, 2004, to maintain their A-Z licence as long as they hold this bulletin.
25. Add new section 505:  
505 Union Representative - Wages  
The Company will maintain the payment of wages lost by the local union representatives in the execution of Union business of one

day or more, make all regular deductions and in turn will be fully reimbursed by the local union.

26. Rate Adjustments

- (a) Mobile Log Handlers.....\$.25/hr
- (b) Flash Dryer Trucker Loader .....\$.40/hr
- (c) Greenwood Woodroom Assistant Operator.....\$.25/hr
- (d) The Company will amend the Furnish Room line of progression and FRO 2 rate as follows:

Lead Furnish Room Operator .....\$28.07  
 Furnish Room Operator 1 (formerly Screenman).....\$25.45  
 Furnish Room Operator 2 (formerly Screenman Helper.....)\$24.31  
 (Reflects increase of \$1.00 per hour)  
 Furnish Room Operator 3 (formerly Screenman Tester).....\$23.99

The new rate will be effective May 1, 2004; the changes to the Line of Progression will be implemented as soon as possible after May 1, 2004.

27. Funeral/Memorial Leave

Change 40 hours to 48 hours in the 12 hour shift agreement

28. Article 1005 Weekly Indemnity

Remove paragraph(f)

29. Appendix "A"

Update Appendix A Wage Schedule to reflect the following wage adjustments agreed to during the term of the 1998-2004 agreement:

- (a) Storesman: \$0.25 per hour
- (b) Head Tester: 5% above General Tester rate
- (c) General Tester: \$0.35 per hour
- (d) Furnish Room Operator: \$0.77 per hour

30. Add the following to Appendix "A":

Head Tester

The Head tester rate will be 5% above the General Tester rate.

Lead Hand Swiper

The Lead Hand Swiper rate will be 5% above the Swiper rate.

Lead Operator Auto Loading Floor

The Lead Operator Auto Loading Floor rate will be \$1.25 above the Operator Auto Loading Floor rate.

31. Amend Appendix "A" Maintenance Day Workers for Premium Pay Purposes to read:

MAINTENANCE DAY WORKERS FOR PREMIUM PAY PURPOSES

Yard Foreman

Swing Loader Operator

Truck Driver (Lift Truck)

Truck Driver (Working with Maintenance)

Tractor Driver

PAPER MANUFACTURING

Swipers - Not to change schedules presently in effect

STORES

Lead Man

Storesman

---

TOPOPERATORS

The following is a list of top operators.

Yard Foreman

Lead Operator – Kraft Mill Wood Room

Lead Operator – Groundwood Wood Room

Head Grinderman

Screen Man - Groundwood

Lead Furnish Room Operator

Swiper

Leadman - Stores

Head Tester

Lead Pulping Operator

Flash Dryer Operator

Swing Loader Operator

First Assistant – Kraft Pulping

Lead Operator – Finishing and Shipping

Second Assistant – Kraft Pulping

Pulper Operator (Lap Slushing)

**LETTER OF UNDERSTANDING #1**  
**12 HOUR SHIFTS**

Problems may be identified or may arise which are not covered herein. Should a problem occur, both parties will meet to resolve the problem in the spirit of this agreement.

**306 12 Hour Shifts**

- (a) It is agreed that the implementation and utilization of the 12-Hour Shift Schedule will not, in any way, increase costs to the Company or the Union from that applicable to the eight (8) hour schedule reflected in the Collective Agreement.
- (b) It is understood the 12 hour shift schedule applies only to a 7-day and 24 hour continuous operation. Operating areas not covered by a 7-day and 24 hour continuous operation will be given consideration towards 12 hour shifts.
- (c) No overtime hours shall be paid as a result of transferring to or reverting from the 12 hour schedule.
- (d) (i) For the purpose of this 12 hour shift agreement all two bulletin employees on date of ratification will be grandfathered under the present system until such time as they lost rights on one of the two bulletins. In the future all employees may hold only one (1) bulletin at any time.
- (ii) Once an employee secures a bulletin as per Article 400, he/she will be granted a six month trial period, whereby he/she retains the right to return to his/her previous bulletin with no loss of priority rights as per Article 401.5.
- (e) For the purpose of this agreement the average work week for tour workers will be defined as forty-two (42) hours per week.
- (f) Hours of Work
  - (i) The schedule of hours for tour workers and hours at which tours



shall change shall be from 8:00 a.m. to 8:00 p.m. and from 8:00 p.m. to 8:00 a.m., or as mutually agreed. Such mutual agreement will not require the Company to pay more than 12 hours to employees working the shift prior to a shutdown holiday.

- (ii) Spares within the C.E.P. 92 operating departments where 12 hour shift schedules are in force will continue to be called on a priority basis as is the case now, based on mill seniority.
  - (iii) Layoffs and recalls will continue to be as per past practice and the Collective Agreement Article 402 Layoffs and Recalls.
  - (iv) When making up the weekly schedule, full tours to the extent they are available, will be assigned from the most senior bulletin employee on down. Once all available full tours are occupied, all other vacancies will be filled by the appropriate spares.
  - (v) When more random coverage is required, those spares who have been scheduled as above, will be further scheduled up to 48 straight time hours before any of the senior spares are scheduled beyond their full tour and in no case more than 48 straight-time hours in any one week. The Company will not abuse this scheduling practice.
- (g) Rates of Pay
- (i) Regular straight time rates shall be paid for all hours worked for each 12 hour shift, except for Sundays where the first 12 hours will be paid at the rate of 1.5 times.
  - (ii) Time and one-half (1.5) shall be paid for all hours worked in excess of 12 hours except:
  - (iii) When such work of up to two (2) hours in excess of a tour worker's regular shift is to replace an employee who is tardy.
  - (iv) After the sixteenth (16th) hour of continuous work or after the sixteenth (16th) hour of work in any one day between 8:00 a.m. and 8:00 a.m. or the starting and stopping times as mutually agreed, at which time the employee shall receive doubletime.

- (v) Sundays where work in excess of 12 hours will be paid at the double time rate.
- (vi) When such work in excess of 12 hours is caused by an exchange of shifts by employees. Such exchanges must be approved by a supervisor.
- (vii)
  - a) All general assignments will work out of the Yard Department.
  - b) All entry level jobs shall be posted in the future as presently posted. (As per Article 400)
  - c) All general spares assigned to a department will be considered as additional Yard crew employees.
  - d) Any employee presently assigned to a department shall retain their present rate and all future increases. (ie. Furnish Room - Tinkess and O'Donnell)
- (h) Floating Holidays
  - (i) After completion of ninety (90) calendar days with the Company and a minimum of 480 hours of work, an employee shall be entitled to four (4) floating holidays, each with twelve (12) hours straight time pay at his regular rate, except as provided in section (ii) below. These floating holidays are to be taken at the convenience of the Company and without interruption of production.
  - (ii) Employees hired for summer work or vacation replacement and who are so informed at the time of hire, will not be eligible for the floating holidays referred to in section (i) above, until they have completed 720 hours of work in a position subject to jurisdiction of a mill union.
- i) Shift Differentials

Shift differentials will be paid as follows:

  - 8 a.m. to 8 p.m. - \$ 0.00
  - 8 p.m. to 8 a.m. - \$ 0.67 (**\$0.80 effective August 1, 2004**)
- j) Vacations

Vacations shall be taken on a tour to tour basis for the 4/4 schedule and Sunday to Sunday for the 3/2/2/ schedule.

k) Weekly Indemnity

Employees on 12 hour shifts will change formula from 1-1-4-52-70 to 1-1-3-52-70.

l) Jury Duty

Employees working 12 hour shifts will be paid the difference between the payment received for such duties and the regular pay they would have received for each scheduled 12 hour workday lost. An employee scheduled to work the 8:00 p.m. to 8:00 a.m. shift immediately prior to jury roll call or duty shall, upon request, be excused from work and receive jury duty pay from the Company for such shift. The employee is expected to report for work on his scheduled night shift immediately following discharge from jury duty or roll call if released prior to 2:00 p.m. An employee scheduled to work the day shift shall be excused from work with pay, if the employee is discharged from jury duty by the court after 12 midnight.

m) Automation and Severance Pay

For employees on 12 hour shifts, Article 403(c) will be interpreted as follows: A permanent employee with one year's continuous employment is an employee who has worked a twelve-month period of no less than thirty-two (32) hours per week, without interruption due to lack of work, resignation or discharge.

(n) Vacation Credits

For employees on 12 hour shifts, Article 807.1(a) will be interpreted as follows: "...for less than 96 hours. Effective May 1, 1973, whenever an employee works less than eight (8) days in any month the actual days worked will be accumulated on a month-by-month basis until they reach eight (8) days and 96 hours at which time a month's credit will be given..."

(o) Funeral/Memorial Leave

The following provisions will apply:

- (i) In the case of funeral/memorial leave of three (3) days duration, a maximum of two (2) consecutive scheduled shifts will be substituted within the eight (8) day period stated in the Collective Agreement.
- (ii) In the case of funeral/memorial leave of five (5) days duration, a maximum of four (4) consecutive scheduled shifts will be substituted (maximum pay forty (40) hours (forty-eight (48) hours effective July 16, 2004)) within the eight (8) day period as above. The employee may choose only three (3) consecutive scheduled shifts off the thirty-six (36) hours pay. All hours paid are at straight time.

(p) Statutory Holiday Pay

- (i) Unworked Statutory Holiday Pay will be in accordance with the following:

Holiday	Period	Unworked Straight Time Holiday Pay
Easter Sunday	24 Hours	12 Hours
Canada Day	24 Hours	12 Hours
Labour day	24 Hours	12 Hours if scheduled to work 8 Hours if not scheduled to work
Christmas	48 Hours	12 Hours
<b>New Years Day</b>	<b>24 hours</b>	<b>12 Hours</b>

- (ii) Tour workers working voluntarily as per the Collective Agreement on a Statutory Holiday and who work eight (8) hours or more will receive a twelve (12) hour shift off at a later date with twelve (12) hours pay. These days off to be taken prior to the next holiday on which they were earned.
- (iii) Tour workers who work on a Statutory Holiday run-through will be paid as follows:  
Statutory Holiday pay  
Double time for all hours worked

An employee covered under a 12 hour shift agreement working a

12 hour shift on a statutory holiday will receive one day off with 12 hours pay at a later date.

- (iv) An employee covered under a 12 hour shift agreement who normally works 12 hour shifts but as a volunteer changes to a day worker on a shutdown holiday and works 12 or more hours will receive one 12 hour shift off with 16 hours pay. This day to be taken within one year.

(q) Coverage

- (i) Employees covered by the 12 hour shift schedule undertake to make themselves available on short notice, for unforeseen absences under a system agreed to by themselves and the department head.
- (ii) If, at any time during the term of the Collective Agreement, employees covered by this 12 hour shift schedule fail to make themselves available for coverage for unforeseen absences, the Company may, upon 30 calendar days written notice, cancel this 12 hour shift agreement and employees will revert back to 8 hour shifts.

**LETTER OF UNDERSTANDING#2**  
**TRADE AND CLASSIFICATION FLEXIBILITY**

1. (a) Any member of Local 92 working alone or as part of a group shall perform any work within his/her Local's jurisdiction in accordance with the main elements of this Article summarized below.  
  
(b) "Employee" means an employee covered by the terms of this Collective Agreement.
2. The Company will continue to recognize all existing classifications in Appendix " A of this Collective Agreement.
3. A Joint Training/Implementation Committee shall be established of equal representation of Union and Company Representatives to identify problems which may arise that are not covered herein. Should a problem occur, both parties will meet to resolve the problem in the spirit of this agreement.
4. An employee's primary job duties and work assignments will continue to be tasks associated with his/her bulletined classification and department in accordance with Article 401.5 of the Collective Agreement. However the employee may be required to perform tasks which are outside his/her normal job duties but are within his/her Local's jurisdiction.
5. Trade and/or classification flexibility shall be by temporary work assignment.
6. An employee on temporary work assignment shall receive the hourly rate of the job being performed or his/her scheduled job rate, whichever is greater.
7. Temporary work assignments will normally be made to the junior qualified employee first, unless a more senior qualified employee can be accommodated and requests to take the temporary work assignment.
8. The duration of temporary work assignments will be reviewed by

the Joint **Training/Implementation** Committee. Experience gained on temporary assignments cannot be used for the purpose of qualifications in obtaining a bulletin.

9. The Company will provide the necessary training to implement the changes described in 4 above in an efficient, progressive and safe manner. Training will be offered to the most senior bulletin person first, unless otherwise agreed by the Joint Committee.
10. Arranged overtime and call ins will be to the appropriate employee for the required trade or classification.
11.
  - (a) Effective with the successful completion of the additional training requirements as identified by the Joint Committee described in 3 above, each tradesperson will receive an adjustment of \$0.50 per hour.
  - (b) The rates for Helpers I, II and III as of the date of implementation of flexibility shall be as follows:
 

Helper I	19.66
Helper II	19.33
Helper III	19.03
12. There shall be no work assignment to members of other bargaining units or personnel not covered by this agreement of any work within the jurisdiction of CEP Local 92.
13. All C.E.P. Local 92 members as of the date of ratification will be protected from layoff as a result of trade or classification flexibility. An agreed to list of protected employees will be supplied to the Union prior to ratification.
14. All employee reductions resulting from trade and/or classification flexibility will be accomplished through attrition.
15. Any interpretation, application, implementation or alleged violation of this Letter of Understanding shall be subject to the grievance procedure.

16. This Letter of Understanding in no way alters or dispenses with seniority or bulletin rights in assigning work within C.E.P. Local 92 jurisdiction. The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this flexibility agreement. The above provisions are not intended to amend existing Collective Agreement provisions which do not relate to flexible work assignments, as called for by the trade and classification flexibility agreement.
17. Delete Article 3000 Trades Flexibility

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