

LABOUR AGREEMENT

SOURCE	Comp.
EFF. TERM.	93 05 01 98 04 30
No. OF EMPLOYEES	670
NOMBRE D'EMPLOYÉS	JF

BETWEEN



Avenor

Maritimes inc.

AND



Communications, Energy and
Paperworkers Union

Locals 146, 164, 263



1993 - 1998

MAY - 7 1995

09809(01)

LABOUR AGREEMENT

by and between

***NBIP Forest Products Inc.
Dalhousie (N.B.)***

and

***Communications, Energy and Paperworkers
Union of Canada
Locals 146, 164 and 263***

1993-1998

*19
8/15/25*

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* New or Amended

PREAMBLE

- The terms used in this Collective Agreement apply to both male and female employees.

WHEREAS there is in effect a Labour Agreement to which **NBIP** Forest Products Inc., **Dalhousie, (N.B.)**, hereinafter called "the Company" on the one hand,

and

Communications, Energy and Paperworkers Union of Canada and its **affiliated** locals Nos. **146, 164, and 263 Dalhousie (N.B.)**, hereinafter called "the Union", on the other hand, are signatory;

AND WHEREAS the Company and the Union have negotiated the renewal of their Agreement which was ratified on August 30, 1994.

NOW THEREFORE, the Company and the Union declare the provisions of said Agreement to be as follows:

ARTICLE I

GENERAL PURPOSE OF THE AGREEMENT

- 1.01** It is the general purpose of this Agreement to promote the mutual interest of the Company and its employees and to provide for the operation of the Company's mill under conditions which will further the safety and welfare of the employees, economy of operations, quality and quantity of output, cleanliness of plant, and protection of property.

ARTICLE 2

RECOGNITION

- 2.01** a) In order to ensure the carrying out of the purpose of this Agreement the **Company recognizes** the Communications, Energy and Paperworkers Union of Canada as the bargaining agency representing all the employees who are eligible for membership in the signatory Union, for the purpose of collective bargaining.
- b) The Union **recognizes** that all functions of management, unless expressly and specifically limited by the terms of this Collective Agreement, are reserved to and are vested exclusively in the Company.
- 2.02** Employees of the Company who come under this Agreement and are entitled to membership in the Union signatory to this Agreement, include all those employed in and outside the mill on occupations covered by the Certifications issued to the Union by the appropriate government agency, except Superintendents and Assistants, Supervisory Foremen, and Watchmen who are considered as part of the Management of the Company under this Agreement and those employees who fall under the jurisdiction of Unions not signatory to this Agreement.
- 2.03** It is mutually agreed the Company will not be responsible for any question of jurisdiction between Unions. The Unions agree to determine all questions of this character which may arise. In the event the question cannot be resolved by the Unions, it will be referred to the appropriate government agency for resolution.

ARTICLE 3

UNION SECURITY

- 3.01 Any employee who is a member or who becomes a member or is reinstated as a member of the Union must, as a condition of continued employment, maintain such membership in good standing.
- 3.02 A new employee who is eligible for membership in the Union signatory to this Agreement must join the Union within thirty (30) days after the commencement of his employment.
- 3.03 a) Subject to the requirements of any applicable provincial or federal law, the Company shall deduct each week from the wages owing and payable to each employee within the Union's jurisdiction who voluntarily submits a written **authorization** in the form set out as **Exhibit 1** of Appendix D a weekly proportion of the regular monthly membership dues of such employee in the Union specified in such **authorization**, and shall remit the same monthly to the duly designated official of said Union.
- b) The Union shall advise the Company in writing of the amount of the weekly deduction to apply to each employee within its jurisdiction. If there should be any change in the amount of such deduction, the Company shall be advised of such change by the Union two weeks prior to its effective date.
- c) An employee who **authorizes** the deduction of his unions dues shall not have the right to revoke his **authorization** for the duration of the contract year in which the **authorization** was signed, unless he ceases to be an employee in the jurisdiction of the Union to which he has **authorized** payment. Such revocation shall be made in duplicate on the form set out as Exhibit 2 of Appendix D. **The** Company shall be relieved of its check-off

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responsibility if it acts on a revocation in the **honest belief** that the employee has the right to make it.

- d)** An employee's check-off **authorization** shall be automatically renewed from the end of one contract year to the end of the next, unless the Company receives, at least two **(2)** weeks before the end of the then current contract year, written notice from the employee, in duplicate on the form set out as Exhibit 3 of Appendix **D**, that he does not intend to renew his **authorization**.
- e)** Within one week of the receipt thereof, the Company shall forward to the designated official of the Union a signed copy of every **authorization**, revocation and notice of intention not to renew.
- f)** With the monthly remittance of union dues the Company shall furnish the Union with a duplicate statement showing for each week the total amount deducted and the names of any employees for whom no deduction was made because their earnings were insufficient.
- g)** **The** Company shall not be responsible for collecting any past or future arrears in union dues, but shall be obliged only to check-off weekly a **fixed** amount as long as the wages owing and payable to the employee are sufficient to cover this deduction. At the request of the Union, the Company must deduct union dues in arrears when it is responsible for the error.
- h)** For purposes of this Article only, the continuing in effect of the provisions of this Agreement in virtue of Article **15** shall be deemed to commence a new contract year.

ARTICLE 4

EMPLOYMENT

- 4.01** When hiring men, the Company will give preference to Union members if such are available and are capable of doing the work efficiently.

ARTICLE 5

PROMOTION, LAY-OFF AND RECALL

- 5.01**
- a) Lines of progression will be defined as progression from one classification to another as established in each department in the mill.
 - b) **The** Union will be consulted and will have the opportunity to make suggestions prior to any decision being reached with respect to changes in or establishment of lines of progression.
 - c) **The** lines of progression in effect as well as all subsequent modifications made to them by management as required are to be posted in the appropriate departments of the mill.
 - d) For information purposes only, the lines of progression in effect at the mill on the date of ratification will be distributed to the Union under separate brochures. However, it is understood and agreed that they are subject to change by virtue of the provisions of **5.01 b)** and **c)** above.
- 5.02**
- a) Service is **defined** as follows:
 - i) Mill service begins on the first day an employee is hired at the mill.


- ii) Department service begins on the first day an employee is classified in a given department at the mill.
- iii) Job service begins on the first day that an employee is classified on a job at the mill.
- b) In cases where services are equal, the order of seniority shall be determined by drawing lots.
- c) An employee will lose all service he has to his credit:
 - i) if he voluntarily leaves the service of the Company or is retired;
 - ii) if he is discharged and is not reinstated;
 - iii) - for the employee who has less than one (1) year of service: if he is laid off in excess of twelve (12) consecutive months.

- For the employee who has more than one (1) year of service: if he is laid-off for a period which equals or is longer than his mill service accumulated to the date of his lay-off up to a maximum of thirty-six (36) consecutive months.
 - iv) if he refuses an offer of recall as stipulated in Section 5.08,

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5.03 When a vacancy occurs,

- a) on an entry job in a line of progression or,
- b) on any job above the entry job in a line of progression because the incumbents on all lower jobs in that line of progression are incapable of advancing beyond their present level,

 a notice will be posted on a maximum number of six (6) bulletin boards, the location of which are to be determined locally, as soon as the vacancy becomes permanent. **The** notice will be posted for a period of twenty-one (21) working days, and will contain information as to:

- i) the job title;
 - ii) the department in which it is located;
 - iii) the rate for the job;
 - iv) the outline of the duties involved;
 - v) the qualifications necessary to fill the job and the qualifications for advancement within the department.
- c) Prior to posting, the qualifications will be reviewed with the Union.
- d) Permanent job vacancies on an entry job in a line of progression will be posted and filled by employees with the most mill seniority, provided that they possess the necessary qualifications and meet the requirements to hold the job as well as to advance within the department concerned.
- e) A list of the applicants for a posted job vacancy, as well as a list of the successful candidates will be posted. Any unsuccessful applicant may request and will be granted an interview with the management representatives involved, in order to be advised of the reason for which he was not chosen to fill the posted vacancy. The employee may be accompanied by his Union steward at this interview if he so desires.
- f) An employee who is selected or promoted to fill a job vacancy will not be permanently classified for the 30 consecutive day period following his selection. During this thirty (30) day period, the employee has the right to claim his former job or he may be returned to his former job if he is unable to meet the requirements of the new

job. Should an employee exercise this option **after being** selected to fill a posted vacancy, he will not be eligible to apply for another Posted vacancy for one year.

- g) Notwithstanding the provision in the preceding paragraph, the foreseen thirty (30) day period may be extended by another thirty (30) day period by mutual agreement between the Company and the Union, provided that the employee retains his previous seniority.

5.04

- a) Promotion from one step to the next higher step within a line of progression will be on the basis of job service.
- b) Prior to the opening being filled, employees next in line will be provided with a training and trial period in order to demonstrate the ability required for promotion.
- c) Employees who during their training and trial period have demonstrated the inability to cope with the next higher job will revert to their former job and the next employee in point of job service will be provided with a training and trial period to demonstrate his ability and so on.

5.05

- a) In the case of a reduction in the work force, employees will be demoted step by step down their lines of progression in the reverse order of the steps in their promotions.
- b) In the case of employees classified under the provisions of the A.B.C. Mechanics Agreement, demotion will be from mechanic to helper regardless of class. Among tradesmen, the junior in the point of department service regardless of class will be the first to be demoted to helper. Among helpers, the junior in point of mill service regardless of class will be the first to be dropped from the helper category. However, it is understood and agreed that the application of the provisions of this section may be modified insofar as necessary to retain the kinds and

degrees of skills required to ensure efficient operation of the mill.

- 5.06**
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- a) An employee who is laid off from the bottom job in an established line of progression may displace an employee in the bottom job of another established line of progression within the operating departments in the jurisdiction of the Union of which the employee is a member, if he has longer mill service than the latter and if he is capable of performing the duties of the job to which he seeks appointment.
- b) If an employee is laid off from the bottom job of an established line of progression and he does not have the mill service necessary to claim an entry job in another line of progression as per 5.06 a), while there are more junior employees in point of mill service classified on jobs at the second level of a line of progression, the Company will allow the most senior employee in point of job service on a bottom job who is capable of performing the duties of the job held by the most junior employee at the second level to displace the junior employee. This will create a job vacancy on an entry job which may be claimed under the provisions of paragraph 5.06 a) above.
- c) If an employee is laid off from the bottom job of an established line of progression and he does not have the mill service necessary to claim an entry job in another line of progression as per 5.06 a) and b) above, while there are more junior employees in point of mill service classified on jobs at the third level of a line of progression, the Company will allow the most senior employee in point of job service, classified on a job at the second level of that line of progression, who is capable of performing the duties of the job held by the most junior employee at the third level, to displace that junior employee. This will create a job vacancy at the second level which will be filled by the most senior employee in point of job service on the bottom job who is capable of

performing the duties of the job vacated at the second level. This will create a job vacancy on an entry job which may be claimed by the displaced employee, under the provisions of paragraph 5.06 a) above.

- d) Notwithstanding the provisions of paragraphs 5.05 and 5.06 a), b) and c) above, the Union and mill Management may, by mutual agreement, make alternative arrangements to provide employment opportunity for employees senior in point of mill service, affected by a permanent change in mill manning requirements which result in a major reduction of the work force.
 - e) An employee who has been permanently reassigned will receive training as required.
- 5.07**
- a) An employee who has been promoted or transferred to a job outside the bargaining unit will retain for a period of twelve (12) months all the rights he had while in the bargaining unit. Should circumstances make his return to the bargaining unit necessary during this twelve (12) month period, he will be reinstated on the job he would have performed if he had not left. An employee who has been out of the unit in **excess** of twelve (12) months will retain his service with the Company but if he returns to the bargaining unit may only **utilize** this service to claim an entry job in a line of progression.
 - b) The Boss Machine Tender will continue to accrue mill, job and department service and may **utilize** this service to return to the job he would have performed if he had not been promoted to Boss Machine Tender, should he elect to return or should circumstances make his return to the job he would have performed necessary.
- 5.08** Employees who have been laid off shall be entitled to be re-employed as opportunity exists by mill service provided: -

- ,
- a) The employee entitled to **re-employment** returns to the service of the Company within fifteen (15) days of notice of recall. Failure to report within the fifteen (15) days of recall will result in loss of recall rights, except in the case of an employee recalled for casual work or for employment of short duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights. **The** Union will be supplied with a list of employees being recalled.
 - b) A lay-off becomes a termination of employment and recall rights lapse when an employee has been laid-off in excess of twelve (12) consecutive months without re-employment if he has less than one (1) year of service; laid-off for a period equal to or longer than his mill service accumulated to the date of his lay-off up to a maximum of thirty-six (36) consecutive months without **re-employment** if he has more than one (1) year of service.
 - c) **The** employee possesses the qualifications for the job to which he is being recalled.
 - d) An employee who is laid off from a department but who is on the mill payroll, will have the right to be recalled to his line of progression in the reverse order of lay-off.

5.09 Should an employee who has been laid off not be **re-employed** on the basis set forth in paragraph 5.08 above, the Union will be advised of the reasons therefore in writing. If an employee is denied recall because he does not possess the qualifications for the job, as required under paragraph 5.08 c) above, the qualifications will be reviewed with the Union.

5.10 **The** Union will be supplied with copies of lists of service records for all employees covered by this Agreement. **These** lists will be amended every three (3) months provided there has been a change in personnel.

- 5.11**
- a) An employee who is bypassed because of refusal, of promotion or refusal of training for promotion shall be considered junior to all employees who bypass him for promotional purposes only.
 - b) It is understood and agreed that no step on a line of progression will be completely blocked by men who are unable or unwilling to progress further.
 - c) When an employee refuses a temporary or permanent promotion or refuses offer of training for temporary or permanent promotion in his line of progression, he shall sign a statement (sample form thereof included in the Agreement) that he refused the promotion or offer of training for promotion, a copy of which will be sent to the Union. He shall then forfeit his promotion rights and shall not be considered for further promotion until such time as he informs his immediate supervisor in writing to cancel his previous refusal. Before signing a statement of refusal, an employee will be given the opportunity to discuss the matter with his union steward.
- 5.12** The Union will be notified every week of all manpower changes, including hirings, separations, promotions, demotions, transfers, lay-offs and recalls.
- 5.13**
- a) Should a new job outside a line of progression be created or should a new line of progression be established, the job vacancy or vacancies will be posted. Prior to posting, the qualifications required for the job or jobs in question will be reviewed with the Union. The most senior employees to apply, who have the required qualifications, will be provided with a training and trial period before **final** selection is made.
 - b) When new jobs are created within an existing line of progression, the employees selected to fill these jobs will be given a training and trial period.

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- 5.14**
- a) Classifications in operating **departements** will not be combined or eliminated, unless there are substantial changes in the duties of existing classifications resulting from a major change or a number of minor changes in one or more of the following: work methods and procedures, design, systems, machinery, equipment, sequence of operations, reduction of tasks to be performed, relocation of work materials or relocation of equipment.
 - b) If, as a result of such changes, classifications are to be combined or eliminated, Management will notify the Union representatives in advance. The Company and the Union will meet no later than two (2) weeks after such notification for a full and thorough discussion and any Union recommendations will be considered.
 - c) An employee will receive the rate for the classification in which his new job falls as provided for in Appendix A, however, in the event that an employee's rate is reduced by reason of the combination or elimination of classifications the employee will receive the rate of his classified job at the time the combination or elimination of classifications occurred, for a period of six (6) months, and for a further period of six (6) months, he will be paid an adjusted rate which will be mid-way between the rate of his classified job at the time the combination or elimination of classifications occurred and the rate of the job to which he is regularly assigned. At the end of this twelve (12) month period the rate of his classified job will **apply**.
- 5.15** If the number of jobs in a classification is reduced for reasons other than automation, curtailment of operations, or fluctuations in operating levels in a department or in the mill as a whole, the provisions of paragraph 5.14 c) above will apply to an employee whose rate is reduced because of the job elimination.

ARTICLE 6

SEVERANCE PAY

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6.01 All persons who are employed on a year round basis on jobs within the Union's jurisdiction, including regular spares and permanent vacation replacements, who have one (1) year or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them.

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6.02 A laid off employee entitled to severance pay will be paid two percent (2%) of his total earnings for the last full period of continuous service. The full amount of the severance pay due will be paid after the employee has been laid off six (6) weeks.

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6.03 An employee's recall rights will not be affected in any manner because of the payment of severance pay. However, if recall occurs before the time when the severance payment is due no such payment will be made. Or, if an employee is offered recall, according to the applicable recall provision in his case, and it is refused, all recall and severance pay rights are automatically cancelled except as governed by Article 5, paragraph 5.08 a).

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6.04 If an employee is recalled after having received the severance pay due him, he will begin again, as of the date of return, accumulating a new period of time which will be credited toward any future lay-off.

ARTICLE 7

AUTOMATION

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7.01 A Joint Committee on Automation is established at the mill. It shall consist of three persons representing Management and three persons representing the Union. It shall be the function of the committee to study the effect of technological changes

and automation on the employees and their effect on working conditions at the mill and to make such recommendations as are agreed upon, to the mill manager, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

7.02 The Company will advise the committee as soon as possible, and in any case not less than 90 days before the introduction thereof, of technological changes and/or automation which the Company has decided to introduce and will result in lay-offs or other significant changes in the employment status of employees.

7.03 a) In the event that it is necessary, crews will be reduced in accordance with Article 5 of the Agreement.

b) An employee who is permanently set back to a lower paid job because of technological change or automation will receive the rate of his permanent job at the time of the set back for a period of six (6) months, and, for a further period of six (6) months, he will be paid an adjusted rate which will be mid-way between the rate of his permanent job at the time of the set back and the rate of his new permanent job. At the end of this twelve (12) month period, the rate of his new permanent job will apply.

c) An employee for whom no employment is available on the basis of his service with the Company, will be given at least three (3) months' notice of separation.

d) An employee who is separated from the payroll, will be paid severance pay in accordance with the provisions of Article 6 Severance Pay.

e) Subject to mill operating requirements, leaves of absence will be granted for a period of two (2) months or such other period as is reasonable for employees who, directly due to technological change or automation are

transferred to the spare list to enable them to seek employment elsewhere.

- * In the event that an employee is laid off from the mill directly due to technological changes or automation and is recalled for employment after he has enrolled in a full-time education improvement course at a **recognized** school will be granted a leave of absence for the duration of his program up to a maximum of one (1) year. Such leave of absence may be extended by one (1) additional year upon written request and proof of the successful completion of his first year.
- f) An employee who is set back to the spare list under the provisions of Article 5, may remain in the spare crew or take severance pay.
- * If the employee elects to take severance pay he then waives his recall rights.

ARTICLE 8

CONTRACTING OUT

- 8.01** The Company agrees to modify its right to contract out by undertaking not to contract out repair and maintenance work which is regularly performed by the repair crew, for which the mill is equipped, and which employees are capable of doing. The Company agrees to increase the crews as necessary to take care of work normally done by the maintenance crews and, when the work diminishes, the Company will reduce the crews. It is Company policy not to contract out any type of work not now being contracted out. The Union will be informed before any contracted work begins.

ARTICLE 9

JOINT CLASSIFICATION PLAN AND WAGE RATES

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- 9.01** Wages shall be paid in accordance **with** the rates specified in the Standard Payroll Rates which is attached as Appendix "F" and forms part of this Agreement.
- 9.02** The rates specified in the Standard Payroll Rates shall remain in effect throughout the life of this Agreement, unless changed by mutual consent of the signatory parties at a meeting duly called on thirty (30) days' written notice by either of these parties.
- 9.03** Mill operations, shift premiums, local adjustment requests and the provisions governing the administration of the Joint Classification Plan are set forth in Appendix A which is attached hereto and forms part of this Agreement.

ARTICLE 10

MILL RULES

- 10.01** The rules, regulations and instructions which appear in Appendix C are part of this Agreement.
- 10.02** The mill rules in effect in the operation will be posted. The Company will discuss any new rules or changes in rules with the Union before such changes are put into effect.

ARTICLE 11

CONTINUANCE OF OPERATIONS

- 11.01** There shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the life of this Agreement.

ARTICLE 12

VACATION WITH VACATION PAY

- 12.01** Vacation with vacation pay will be granted by the Company in accordance with the provisions of the Company's Vacation Plan as set forth in Appendix B which is attached hereto and which forms part of this Agreement.

ARTICLE 13

RETIREMENT AND INSURANCE PLANS

- 13.01** A summary of the Group Insurance Plans in effect is included in Appendix E, which forms part of this Agreement.
- 13.02** The "Employees' Retirement Plan (1946) of Canadian Pacific Forest Products Limited" forms part of this Agreement. No part of the Retirement Plan, with respect to the parties signatory to this Agreement will be changed, amended, suspended or discontinued except by mutual agreement or as may be required by law during the life of this Agreement.

ARTICLE 14

ADJUSTMENT OF COMPLAINTS

- 14.01** * Complaints arising out of the application of any of the provisions of this Agreement in any department of the mill shall be signed by the grievor and submitted in writing within 60 working days by the duly constituted Adjustment Committee of the mill to the department superintendent after discussion with the foreman has failed to settle the question raised.
- 14.02** The department superintendent shall make a reply within forty-eight (48) hours either orally or in writing as requested by the Union, stating his disposition of the complaint.

- 14.03** If the department superintendent's disposition of the complaint is not acceptable to the Union it may refer the question to the mill manager or in his absence to his representative, who shall meet with the adjustment committee and the department superintendent. If the adjustment committee desires, a national Union representative may be present at this meeting.
- 14.04** Any grievance resulting from a suspension or a dismissal may be submitted in writing directly at the step where the mill manager intervenes.
- 14.05** If the mill manager or in his absence his representative fails to give a disposition acceptable to the Union within five (5) days, the adjustment committee has the right to appeal to the National Vice-President of the region concerned, who may, either personally or through his representative, refer the matter in dispute to the general management of the Company.
- 14.06** If the general management of the Company and the National Vice-President of the region concerned or his representative are unable to reach a satisfactory settlement of the grievance within ten (10) days, the grievance shall be referred to a Board of Arbitration.
- 14.07** The Board of Arbitration shall consist of one arbitrator chosen by the Company, one arbitrator chosen by the Union, and a third arbitrator who shall be chosen by the two other arbitrators and who shall act as chairman.
- 14.08** In the event the arbitrators chosen by the Company and the Union fail to agree upon the third arbitrator, this third arbitrator shall be chosen by the Minister of Labour of New Brunswick.
- 14.09** After a Board of Arbitration has been chosen, it shall meet and hear evidence of both parties and shall render a decision within fifteen (15) days. This decision shall be final and binding upon both parties.

- 14.10** In determining a claim of unjust suspension or discharge the Arbitration Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting it aside and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified.
- 14.11** The Arbitration Board Chairman's fees and expenses will be paid equally by the Company and by the Union.

ARTICLE 15

TERM OF AGREEMENT

- 15.01 * a)** This Agreement shall be in effect from May 1, 1993 to April 30, 1998. ~~The provisions of this Agreement remain in force until their renewal.~~

During the months following the ~~expiry~~ of this Agreement on April 30, 1998, the parties will meet to negotiate the terms and conditions of its renewal for a minimum period of three (3) years from May 1, 1998 to April 30, 2001, and further agree to waive their legal right to strike or lockout during this period provided the following procedure is followed:

Should the parties be unable to reach a mutually acceptable agreement through negotiations (with or without the assistance of a conciliator) they will then present and explain their respective positions to a binding arbitrator who will select one or the other party's final offer without having the right to modify any part of it.

It is clearly understood that in selecting the final offer, the arbitrator's mandate is restricted to the prevailing terms and conditions of the Eastern Canadian Newsprint industry pattern settlement (**Québec-Ontario-Maritimes**) as negotiated for the renewal of the agreements expired

in 1998. Therefore, he cannot consider a **final** offer proposal containing terms and conditions which exceed those of the prevailing pattern settlement.

Should the duration of the prevailing pattern agreement as negotiated by the **Eastern** Canadian Newsprint industry in 1998 be less than three (3) years, the parties agree to follow the above procedure until the agreement expires on or extends past April 30, 2001.

- b) All amendments negotiated during the renewal of the present Collective Agreement shall become effective on the date of ratification, unless indicated otherwise.

15.02 Either party desiring to amend this Agreement shall give the other party not less than thirty (30) days' notice in writing prior to the termination date, stating whether or not changes therein will be requested and specifying the nature of such changes.

15.03 Either party may terminate this Agreement by notice in writing not less than thirty (30) days prior to the termination date thereof, and after a meeting of the signatory parties, or in accordance with the provisions of the law after negotiations have failed to result in a renewal thereof.

ARTICLE 16

MUTUAL RESPONSIBILITY

16.01 The parties to this Agreement agree to abide by all Provincial and Federal Laws insofar as they apply to this Agreement.

16.02 It is the duty and responsibility of the Company, of the Union, and of the employees to cooperate fully, individually and collectively, to attain the objective and to bring about observance of the spirit as well as the letter of this Agreement.

ARTICLE 17

VALIDITY

- 17.01** Any provisions of this Agreement which shall be contrary to the laws of the Province of New Brunswick or of Canada shall be considered null and void without affecting the validity of the remaining provisions of the Agreement.

IN WITNESS WHEREOF the parties have executed these presents as of the date of ratification.

Avenor Inc. Communications, Energy and Paperworkers Union of Canada
By: _____
Andre Lamarche
Mgr. Industrial Relations P. St-Onge

NBIP Forest Products Inc. Dalhousie Local # 146
Communications, Energy and Paperworkers Union of Canada
By: _____
Luc Lachapelle
Mill Manager Alexander Perry

NBIP Forest Products Inc. Dalhousie Local # 164
Communications, Energy and Paperworkers Union of Canada
By: _____
Claude Lapointe
Personnel Superintendent Daniel Pelletier

Dalhousie Local # 263
Communications, Energy and Paperworkers Union of Canada
By: _____
Alexander Beckingham

APPENDIX A

NBIP Forest Products Inc.

A1- MILL OPERATION

- A1.01** a) The normal operation of the mill will be seven (7) days per week.
- b) Regular continuous operation means a seven (7) day a week operation, week in and week out with crews adequate in size for employees to maintain a normal work week.
- A1.02** Auxiliary departments of the mill will operate for such time as is necessary to ensure a normal week of end-product production.

A2- SHIFT DIFFERENTIALS

- A2.01** a) A shift differential of forty (40¢) per hour on the 4 to 12 shift and sixty cents (60¢) per hour on the 12 to 8 shift will be paid to employees:
 - i) who are working during these shifts on jobs on a rotating shift basis and,
 - ii) for work previously scheduled and performed between the hours of 4:00 p.m. and 8:00 a.m. with the exception that no shift differential will be paid to day workers for work which normally ends at 5:00 p.m.
- b) The shift differentials shall not enter into the calculations of holiday pay, vacation pay nor shall they enter into the calculation of overtime.

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A3- LOCAL ADJUSTMENT PROCEDURES

A3.01 If it becomes necessary to adjust the rate for an occupation not subject to the **Avenor** Inc. Job Classification Plan, the procedure should be as follows:

- a) An occupational rate adjustment will be made only as a result of a significant change in job duties or because of a gross inequity.
- b) Each occupational rate adjustment request must be submitted in writing and the full reasons for the adjustment must accompany the request also in writing.
- c) All occupational rate adjustment requests must be submitted to the mill manager. The mill manager will deal with each request. He will advise the Union officials presenting a request, of his reply thereto and of the reasons for his reply. This reply will be in writing.
- d) If the Union is dissatisfied with the mill manager's disposition of an occupational rate adjustment request, it may refer the matter to a National officer or representative for discussion with Montreal Office Management.
- e) An occupational rate adjustment should be requested at the time the need **therefor** arises and not deferred to **pre-conference** consideration.
- f) **Pre-conference** adjustment meetings will deal with local adjustment requests which have been presented to the mill manager not less than two (2) months prior to the anniversary date of the Agreement which is to be renewed and on which requests the mill manager has given his decision.

- g) Any adjustment in rates made as a result of such adjustment request will be made effective as of the date the complete request is presented.
- h) If a request is denied after following the procedures provided in this Agreement, any further presentation with respect to the same request will be dealt with as a new request.
- i) The Memoranda of Agreement signed by both parties at preliminary labour conferences shall be part of the collective agreement and will be renewed automatically, unless they are amended or cancelled at a preliminary labour conference.

A4- JOINT CLASSIFICATION PLAN AND WAGE RATE STRUCTURE

A4.01 The Avenor Inc. Joint Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.

A4.02 The Wage Rate Structure established for the various job classifications is set forth in Appendix "F" of the present collective agreement and is entitled "Standard Payroll Rates".

- A4.03**
- a) In the event that new jobs are created or significant changes occur in existing jobs, either party may request the local committee to arrange for preparation of a job description and for its submission to the Joint Classification Committee.
 - b) The Joint Classification Committee will evaluate the job and inform the local committee of the applicable job class.
 - c) In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the

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question shall be referred for final resolution to a committee consisting of one National Officer nominated by the Union, and one person designated by Montreal Management. This committee shall inform the Joint Classification Committee of its disposition of the case.

- d) The incumbents of the job in question will receive the rate applicable to the job class, determined as outlined above, effective the date the new job was created or the significant changes occurred.
- e) If the local committee is in agreement it may request that the evaluation of the new or changed job be reviewed by the Joint Classification Committee. If as a result of this review the classification of the job changes, the effective date of the change will be the date the new job was created or the significant changes in job duties occurred.
- f) In the case of any other job, if the local committee agrees, it may request that the evaluation of the job be reviewed by the Joint Classification Committee. If as a result of this review, the classification of the job changes upwards or downwards the new rate will apply effective on the date the request for re-evaluation was submitted.

AS. STANDARD PAYROLL RATES

A5.01 The Standard Payroll Rates form part of this Collective Agreement and appear in Appendix "F".

A6- HOURS OF WORK AND OVERTIME

A6.01 Normal Work Week

- a) The normal week for employees shall be five (5) days and a total of forty (40) hours.

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- b) i) The work week starts at 00:00 hours on Sunday and ends at 24:00 hours on Saturday.
- ii) Sunday is defined as 00:00 to 24:00 hours.

A6.02 Definition of Work Day

- a) Day Worker: The "Work Day" for a day worker for the purpose of calculating overtime shall be from 8:00 a.m. to 8:00 a.m.
- b) Tour Worker: The "Work Day" for a tour worker shall be the twenty-four (24) hours beginning with the starting time of his regular shift.
- c) Woodhandling Operations and Woodrooms: The "Work Day" for a worker on such operations shall be the twenty-four (24) hours beginning with the starting time of his regular scheduled day.

A6.03 Hours for Day Workers

- a) i) The normal schedule of hours for day workers will be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
- ii) Effective October 4th, 1987 - as per the choice of each local union concerned.

The normal hours of work set forth above will be modified to provide a normal schedule of hours of 08h00 to 16h00.

During this period, the lunch period allowed will be paid and will be of a 30 minute duration to be taken between 11h30 and 13h30 as established by the supervisor based

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on the daily requirements of each department, Those existing lunchrooms located the closest to the work area shall be used and shared between various groups of employees, if necessary.

The allowed rest break will be 10 minutes in the morning and must be taken in designated areas on the job site. There shall be no rest break in the afternoon.

It is understood that this amendment (8-4) does not apply to Clerks.

- b) When it is necessary to maintain a crew outside of the established hours, this will be arranged by mutual agreement except as provided in paragraph c) below.
- c) In the event that a temporary change in the normal schedule of hours for day workers becomes necessary in order to ensure optimum plant efficiency, or in the event of a breakdown of equipment in any department of the mill, the Company will give the employees affected notice of such change before the end of their normal hours of work on the day preceding such change. In the absence of such notice, time and one-half will be paid for time worked between 5:00 p.m. (4:00 p.m. as per A6.03 a) ii) - and 8:00 a.m. on the first day of the changed schedule. **If when** reverting to the normal schedule of hours for day workers, an employee has had less than sixteen (16) consecutive hours off, he will be paid time and one-half for any time worked during these sixteen (16) hours.

A6.04 Hours for Tour Workers

- a) Tour workers shall be **organized** into three (3) tours and shall work eight (8) consecutive hours upon each tour as follows:

8:00 a.m. to 4:00 p.m.
 4:00 p.m. to 12 midnight
 12 midnight to 8:00 a.m.

- b) Tours will rotate in sequence weekly.
- * c) Both parties agree to consider the implementation of different work schedules where both the Union and the Company are in agreement.

A6.05 Calculation of Pay

- a) An employee who arrives late or who leaves early,
 - i) up to fifteen (15) minutes will lose pay for fifteen (15) minutes time worked,
 - ii) more than fifteen (15) but not more than thirty (30) minutes will lose pay for thirty (30) minutes time worked,

and so on for successive fifteen (15) minute periods.
- b) An employee who has been required by management to work,
 - i) up to fifteen (15) minutes after his established quitting time will be allowed fifteen (15) minutes time worked.
 - ii) more than fifteen (15) but not more than thirty (30) minutes after his established quitting time will be allowed thirty (30) minutes time worked;

and so on for successive fifteen (15) minute periods,

A6.06 A tour worker who reports for his regular tour and finds that no work is available will be paid three (3) hours and sent home unless he was notified in advance not to report. It is agreed

that the above provisions are inapplicable in the case of a replacement for an employee who gives less notice than is required under paragraph C6.01, Appendix C. This clause will not apply in the event of total mill shutdown.

A6.07 Overtime Pay for Day Workers

- a) Time and one-half will be paid to day workers for all hours worked outside their normal schedule of hours. When this normal schedule of hours is changed as provided in paragraph A6.03 above, time and one-half will be paid for hours worked outside the changed schedule of hours.
- b) Time and one-half will be paid to day workers for all hours worked in excess of eight (8) straight time hours in the twenty-four (24) hour period commencing with the beginning of the employee's scheduled pay.
- c) Application of time and one-half to any given hour of work automatically excludes that hour from entering into any other calculation made for the purposes of determining time and one-half payment due.

A6.08 Overtime Pay for Tour Workers

- a) Tour workers shall be paid at the rate of time and one half for all work performed outside their regular daily hours of work with the following exceptions:
 - i) When such work is caused by the change of shifts.
 - ii) Overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

- iii) When required to replace an **employee** for tardiness up to two (2) hours. **However**, if a replacement is not provided in two (2) hours, time and one half will apply from the beginning of the overtime shift. Should such overtime shift occur on Sunday or during mill Holiday shutdown time an extra half time premium will be paid.

A6.09 Overtime Woodhandling Operations and Woodrooms

- a) Employees engaged in woodhandling operations and in Woodrooms will be paid time and one-half for all hours worked in excess of eight (8) straight time hours in the twenty-four (24) hour period commencing with the start of the employee's regular scheduled day except when such work is caused by a scheduled change of shifts.
- b) Application of time and one-half to any given hour of work automatically excludes that hour from entering into any other calculation made for the purposes of determining time and one-half payment due.

A6.10 Summer Hours

The normal schedule of hours for employees (where the 8:00 a.m. - 4:00 p.m. schedule does not apply) will be changed to provide for summer hours for the period during which Day Light Saving Time is in force. The conditions of application will be established by agreement between the parties at the mill.

A7- CALL-IN DAY AND TOUR WORKERS

A7.01 Call-h Tour Workers

A regular tour worker who is called on duty outside his regularly scheduled hours, or on his scheduled day off, to work on a breakdown or on unscheduled production shall be paid time and one-half for the period worked outside his scheduled

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A8.02 Twin Wire Machine

- a) When changing a wire or wires on a twin wire machine, employees will be paid as follows:
 - i) For changing one wire on a call-in, six (6) hours or time and one-half, whichever is greater.
 - ii) For changing two (2) wires on the same call-in, nine (9) hours plus time and one-half for time worked in excess of four (4) hours.

A9- SUNDAYS AND SCHEDULED DAYS OFF**A9.01** Sundays

- a) All hourly paid employees will receive time and one-half for all time worked on Sundays. **They** shall be entitled to take and expected to take one (1) day off during the week to be mutually arranged between the employee and his foreman.
- b) **Each** employee in the Repair and Maintenance crews will be entitled to and expected to take thirteen (13) Sundays off per year including Sundays in his annual vacation, provided, however, that he will not be entitled to more than one (1) Sunday per month except during his annual vacation.

A9.02 Workers required to work on scheduled days off

- a) When an employee is required to work on his scheduled day or days off he will be paid time and one half on the understanding that:
 - i) when the mill is on continuous operation, his scheduled day or days off shall be posted in his department not later than 3:00 p.m. on the Thursday

(Friday if the mill is on 6-day operation) preceding the week in which the day or days off are scheduled.

- ii) he may change his scheduled day or days off with the consent of his supervisor provided such an arrangement is made at least twenty-four (24) hours before such change.
- iii) in the case of emergency or by mutual consent an employee's scheduled day or days off may be changed by the employee's supervisor on not less than twenty-four (24) hours' notice with the assignment of some other day or days off during the same week.
- iv) if an employee is called in on his day off he will be paid a minimum of four (4) hours' pay for each unrelated job he is assigned. Should his scheduled day off occur on a Sunday or during the hours allowed for mill holiday shutdown time as specified in paragraph A11.01 c) below, he will be paid a minimum of six (6) hours' pay for each unrelated job he is assigned.

A10- EMERGENCY SHUTDOWN 'I-DAY OPERATIONS

A10.01 Emergency Shutdown 7-Day Operations

- * a) When the mill produces end-products seven (7) days per week, regularly classified employees (excluding spares) affected by an emergency shutdown will be assigned such work as available in their department or the mill, at their regular rates for the balance of the shift during which the breakdown occurs. Furthermore, regularly classified employees will be given an opportunity, during the next sixty (60) calendar days to make up any additional scheduled time lost by being scheduled at straight time on

their days off and paid at the rates they would have been paid had they been able to work as scheduled.

If an employee refuses such opportunity to make up his lost time, the Company's obligation under this clause is cancelled.

- * b) When the mill produces end-products seven (7) days per week, regularly classified paper machine crews affected by the breakdown of a paper machine will be assigned such work as available in their department at their regular rates for the balance of the shift during which the breakdown occurs and for the two (2) following shifts. Employees are expected to do the work assigned. Furthermore, regularly classified crew members will be given an opportunity, during the next sixty (60) calendar days to make up any additional scheduled time lost by being scheduled at straight time on their days off and paid at the rates they would have been paid had they been able to work as scheduled.

If an employee refuses such opportunity to make up lost time, the Company's obligation under this clause is cancelled.

- c) Paper machine crews affected by scheduled maintenance shutdowns will be assigned such work as is available and will be paid at regular rates for the balance of the shift during which the shutdown occurs and for the two (2) following shifts. Employees will be expected to do the work assigned.

A11- MILL HOLIDAYS, NON-SCHEDULED HOLIDAYS AND LEAVES OF ABSENCE

A11.01 Mill Holidays

a) Mill holidays distributed over 152 hours are as follows:

- Canada Day
- Labour Day
- Christmas Day
- New Year's Day

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b) Any of the above days may be changed to a more suitable day when such change is mutually agreeable to employees and management.

c) The period of end production shutdown shall be eighty (80) hours minimum, distributed over two (2) shutdowns as follows:

Christmas and Labour Day

By mutual agreement at the mill between Management and the Union, these holiday shutdown periods may be changed by substituting New Year's in place of Christmas and/or by substituting one of the other holidays mentioned in paragraph A11.01 a) in place of Labour Day.

The Company reserves the right to operate (manufacturing of end products) on the other mill holidays which are distributed over seventy-two (72) hours.

d) Such operating days will be **organized** and treated as follows:

- i) Work crews are limited to the minimum required to ensure efficient manufacturing of end products.

- ii) Employees required to work during such holidays will be scheduled by following the regular weekly work schedule, taking into account that the number of employees required will be limited to a strict minimum as determined by management. In the event a scheduled employee does not wish to work, a voluntary replacement will substitute, firstly in order of job service for each job required and secondly in order of departmental service among qualified employees capable of filling these jobs or by any other method determined locally. Should there not be a sufficient number of qualified volunteers to fill a given job, the Company will schedule the necessary number of junior qualified employees within the department in order that each job required be filled adequately to allow the efficient operation of the mill.
- iii) An employee who works during a scheduled mill holiday period during which the Company exercises its option to operate the mill (manufacturing of end products) is paid as follows: (otherwise, the employee is paid at time and one half for work performed during holiday shutdown of end production):
- In addition to the holiday pay provisions set forth in Article A11.02 of the Agreement (e.g., 8, 12 or 16 hours as determined) the employee will receive:
 - Double time for each hour worked during the scheduled mill holiday period, plus
 - An additional amount equal to one (1) hour of pay at the rate of the job performed for each hour worked during such a scheduled holiday period. This additional amount is paid only to an employee who elects to receive his holiday

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pay rather than to take a day off with pay at a later date in lieu of his holiday pay as set forth in Article A1 1.02 f).

The employee who works at least one full shift during a scheduled holiday period during which the mill operates (manufacturing of end production) may take a compensatory day off without pay before the following month of May at a date mutually agreed with his immediate supervisor.

- The provisions of A6.08 a) iii) do not apply on such operating days.

Example I

An employee whose hourly rate is \$16.50 per hour and who works an eight (8) hour shift during a scheduled mill holiday period of 24 hours, when the mill manufactures end products will receive:

° holiday pay:	8 hrs X \$16.50	= \$132.00
° pay for 8 hrs worked (X2):	16 hrs X \$16.50	= 264.00
° additional amount:	8 hrs X \$16.50	= <u>132.00</u>
	Total:	<u>\$528.00</u>

Example II

An employee whose hourly rate is \$16.50 per hour and who works two (2) shifts of eight (8) hours during a scheduled mill holiday period of 32, 40 or 48 hours, during which the mill manufactures end products, will receive:

° holiday pay:	8 hrs or 16 hrs		
	X \$16.50	= \$132.00	or 264.00
° pay for 16 hrs worked (X2):	32 hrs X \$16.50	= 528.00	528.00
° additional: amount (X2)	16 hrs X \$16.50	= 264.00	<u>264.00</u>
	Total:	\$924.00	\$1,056.00

- e) In each case, the Company will give a reasonable notice of at least 30 days of its intention whether or not to manufacture end products during periods of scheduled mill holidays.
- f) During the mill holiday shutdowns when the Company does not manufacture end products, the Company will schedule, on a voluntary basis, maintenance and repair employees necessary to perform the required work. Should the number of qualified volunteers be insufficient to fill the required jobs, the Company will schedule the necessary number of junior employees who possess the required skills and qualifications to efficiently perform the work in question.
- g) The provisions of Article A1.02 stipulating that, on a total mill holiday shutdown, all mill shutdowns and start-up procedures are performed during the shutdown hours are not modified by these amendments.

A11.02 Mill Holiday Pay

- a) Every hourly paid employee is entitled, for each of the holidays specified in Section A11.02 a), to a holiday pay at the rate of eight (8), twelve (12) or sixteen (16) times the straight time hourly rate of pay of the job the employee would have or has performed on that day. The determination of whether 8, 12 or 16 hours applies as mill holiday pay is made between Management and the Union. **Each** eligible employee is entitled to receive an annual

maximum of forty-eight (48) hours of pay per calendar year as mill holiday pay. Holiday pay is subject to the conditions set forth below.

- b) To be eligible for pay for a mill holiday:
 - i) A new employee must have been engaged as an employee not less than thirty (30) days previous to the mill holiday;
 - ii) An employee, unless absent due to illness or accident, must have been at work some time within the thirty (30) day period previous to the holiday;
 - iii) An employee, if absent due to illness or accident, must have been at work some time during the twelve (12) calendar month period previous to the holiday;
 - iv) An employee, unless absent due to justifiable cause, must have been present full time on the scheduled work day immediately preceding and full time on the scheduled work day immediately following such holiday;
 - v) An employee who has been laid off but not permanently separated from the payroll will be entitled to receive pay for the mill holiday following his lay-off provided he has worked some time during the thirty (30) days prior to his holiday.
- c) An employee will be considered absent with justifiable cause if he is,
 - i) away on vacation;
 - ii) so sick that he is unable to report for work and is able to prove such sickness;

- iii) unable to work because of the sickness of some member of his family;
 - iv) informed by his supervisor that his services are not required;
 - v) absent because of direct action initiated by the management; or
 - vi) absent on approved leave initiated by himself.
- d) An employee will be considered absent without justifiable cause if he:
- i) is away on unapproved leave initiated by himself;
 - ii) fails to report because he does not care to work; or
 - iii) is absent for other personal reasons of his own.
- e) Should a mill holiday set forth in paragraph A11.01 a) above fall during an employee's regular vacation, he may opt to receive pay for such mill holiday in addition to his regular vacation pay or to take a day off with pay at a later date at a time convenient to the employee and the management. The employee must state his intention to take time off at a later date at the time the vacation schedule is made up. Such time off must be taken during the contract year in which the holiday falls.
- f) An employee who is eligible for mill holiday pay and who works on one of the four mill holidays specified in paragraph A11.01 a) above, will have the choice of taking an alternate day off in lieu of the holiday to be taken at a time mutually convenient to the employee and the management. Should an employee choose this option his eight (8) hour holiday pay entitlement, as provided by sub-paragraph a) above, will be deferred and will be paid to him when he takes his alternate day off. The

employee who does not elect this option will be paid his holiday pay entitlement in addition to his pay for time worked on the holiday.

A11.03 Non-Scheduled Holidays

- a) Non-scheduled holidays set forth in Sections **A11.03 b)** and **c)** below will be in lieu of Statutory holidays with pay.
- b) Hourly paid permanent employees will be entitled to five (5) non-scheduled holidays with pay per year under the terms and conditions governing eligibility for mill holiday pay as set forth in paragraph **A11.02**, provided that each such non-scheduled holiday is taken at a time convenient to management.
- c) Seasonal employees who have worked as long as their services were required in the preceding calendar year, will be entitled to four (4) non-scheduled holidays with pay per year under the terms and conditions governing eligibility for mill holiday pay as set forth in paragraph **A11.02** provided that each such non-scheduled holiday is taken at a time convenient to management.
- d) An employee who loses a shift due to the eight (8) hours of non-paid holiday shutdown time may at his option take a non-scheduled holiday during this period.
- e) i) An employee who is eligible to receive five (5) non-scheduled holidays may opt to accumulate these holidays and take five (5) consecutive regularly scheduled days off during the calendar year to which the non-scheduled holidays apply or during the succeeding calendar year. An employee exercising this option, who intends to take the holidays during the calendar year to which they apply must state his intention in writing before November 1st of the preceding calendar year. An employee who wishes to defer these holidays to the succeeding calendar

- year must state his intention in writing before January 30th of the calendar year to which the non-scheduled holidays apply. It is understood that such time off will be scheduled in the same manner as vacation and will be subject to the conditions set forth in paragraph B6.01 General of the Vacation Plan.
- ii) An employee who does not exercise the option set forth in paragraph i) above may take the non-scheduled holidays he is eligible to receive in the calendar year to which they apply. A non-scheduled holiday will be granted to an employee who makes his request before the preparation of the weekly schedule unless a qualified replacement is not available. The Company will endeavour to ensure that, under normal operating conditions, qualified replacements will be available for purposes of replacing employees requesting non-scheduled holidays. A request to take a non-scheduled holiday will not be denied in cases of serious personal need.

A11.04 Leaves of Absence

An employee will be granted leave of absence only upon the mill manager's approval of the recommendation of the employee's foreman or superintendent.

AU- BEREAVEMENT LEAVE

- A12.01** a) i) When death occurs to the spouse (legal definition), child or step-child of an employee, the employee will be granted a paid leave of absence of not more than **five (5)** scheduled working days exclusive of his scheduled day or days off. These five (5) days must be taken within seven (7) calendar days from the day of the funeral.
- (3m)*

- ii) When death occurs to a member of an employee's immediate family the employee will be granted a paid leave of absence of not more than three (3) scheduled working days, exclusive of his scheduled day or days off. **These** three (3) days must be taken within seven (7) calendar days from the day of the funeral.
- b) He shall be paid for eight (8) hours at his regular straight time rate for each of the five (5) or three (3) scheduled days lost, whichever applies.
- c) Pay will be at straight time even though one or more of the days of funeral 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 leave.
- d) Members of the immediate family are the employee's father, mother, brothers, sisters, father-in-law, **mother-in-law**, brother-in-law, **sister-in-law**, son-in-law, **daughter-in-law**, step-father, step-mother, grandfather, grandmother, step-brother, step-sister. Father-in-law, mother-in-law, brother-in-law and sister-in-law apply only to the current spouse of the employee.
- * e) When a death occurs in the employee's immediate family, as defined in paragraphs a) and b) above, while he is on vacation, he will be entitled to a Bereavement Leave according to the conditions set forth in paragraph a). The additional days must be taken on the working days immediately following his scheduled vacation period.

A13- JURY DUTY

- A13.01** a) An employee who is prevented from working his regularly scheduled day or tour because he is on jury duty or has reported for jury roll call will be reimbursed by the

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Company for the difference between the pay received for jury duty and eight (8) times the straight time hourly rate he would otherwise have received. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or the normal work week, less pay received for jury duty. The employee will be required to furnish proof of jury service and jury duty pay received.

(32) b) An employee who is prevented from working his regularly scheduled day or tour because he has been subpoenaed to appear in Court as a witness in a case in which he is not the claimant nor the respondent, will be reimbursed by the Company for the difference between the amount paid him pursuant to the court tariff and eight (8) times the straight time hourly rate he would otherwise have received. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or the normal work week, less the amount paid pursuant to the court tariff. The employee will be required to furnish proof of service as a witness.

c) Hours paid for jury duty or for serving as a witness will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

A14- MEAL ALLOWANCE

A14.01 a) An employee required to commence work two (2) hours or more before his regular starting time will be provided with one meal allowance of \$5.00.

39 a) b) An employee required to work two (2) hours or more after his regular stopping time will be provided with a meal allowance of \$5.00 and a further meal allowance of \$5.00 will be provided every four (4) hours after the first

one as long as the employee remains continuously at work.

- b) An employee who works ten (10) or more consecutive hours and does not qualify for a meal allowance under the 2provisions of paragraph a) above at any time during this period of consecutive hours worked, will be paid a meal allowance of \$5.00.

A15- SAFETY AND FIRE PREVENTION

A15.01 Safely **Organization**

- a) Management and the Union shall cooperate in the prevention of accidents and industrial diseases and shall promote measures necessary to ensure the safety and health of all employees.
- b) A Joint Health and Safety Committee shall be established at the mill. The function of the committee shall be advisory to Management in all matters pertaining to the safety of employees.
- c) Management will review with the Union any new safety regulations or any change to existing regulations.
- d) Employees are expected to report to their supervisor any working conditions which they have reason to believe are unsafe. If an employee is not satisfied with the action taken to correct the condition he may submit the problem to the Joint Health and Safety Committee for consideration. He may attend a meeting of the committee to explain his reasons. If the problem cannot be resolved by the Joint Health and Safety Committee it will be referred to the Mill Manager.

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A15.02 Reporting Accidents

- a) Accidents must be reported at once by the injured employee, or, if he is physically unable to do so, by all witnesses, to the foreman or superintendent who in turn shall advise the mill safety **organization**.
- b) Where medical attention is required, notice thereof including the name of the attending physician shall be given to the mill safety **organization** by the injured employee if he is physically able to do so, or if he is physically unable to do so, by his foreman or superintendent.

A15.03 Dangerous Work

- a) Employees must **familiarize** themselves with their duties and the hazards pertaining thereto.
- b) Employees are not expected to do dangerous work and if ordered to do so, may refuse without penalty, on the ground of danger.

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A15.04 Clothing

- a) Employees working upon moving machines must not wear clothing which can be readily entangled therein.
- b) Clothing not in use shall be kept in lockers provided for that purpose.
- c) **The** Company will make safety shoes available to employees at invoice cost plus tax. In addition, the Company will contribute up to a maximum of **\$70.00** (~~**\$80.00**~~ - May 1, 1996) per calendar year toward the cost of one pair of Safety Shoes purchased by an employee. **The** employee will be required to show proof of purchase.

The Company reserves the right to go to an outside supplier for all safety footwear.

A15.05 Defects in Machinery

Employees must immediately report dangerous defects in machinery to the management, and are forbidden to work thereon until the dangerous condition has been corrected.

A15.06 Safeguards

- a) Safeguards must not be removed except by order of the foreman, superintendent, or manager, and, if removed must be replaced immediately or the reason for not replacing them reported to the manager, superintendent, foreman or man in charge of the department in which the guard is located.
- b) Cleaners and oilers must always replace guards removed for the purpose of cleaning and oiling.

A15.07 Heat and Noise

- a) A Union-Management Committee on Heat and Noise will be established at the mill.
 - i) The Committee will be composed of **two (2)** nominees from Management and two **(2)** nominees from the Union. Members of the Committees will be appointed within thirty **(30)** days of the signing of this contract, and on **May 1st** of each succeeding year.
 - ii) The Committee will study heat and noise conditions and prepare a quarterly report for the mill manager, who will respond to the Committee report within one **(2)** month of its issuance.

- iii) The first report of the Committee will be due September 30th, 1973 and each quarter thereafter during the life of this contact.
- b) It will be a function of this Committee to:
 - i) monitor agreed-on testing programs of noise level in the plant.
 - ii) monitor agreed-on testing programs of employees hearing levels.
 - iii) indicate areas where the wearing of ear protective devices will be mandatory.
 - iv) recommend areas where corrective action should be taken on equipment.
 - v) further employee awareness of hearing risks, protective equipment and noise control programs.
 - vi) make similar studies and recommendations concerning heat.
- c) Service on the Committee shall result in neither gain nor loss of remuneration to any Union member.

A15.08 Fire Prevention

- a) In case of fire, all employees must assist in preventing destruction of the Company's property.
- b) Fire apparatus must not be removed from its place or used except *in* case of fire or by order of the mill manager or other **authorized** person.
- c) No torches or lamps with exposed flames shall be used in any building except by order of the foreman.

A16- DISCIPLINE AND DISCHARGE**A16.01** Discipline of Mill Employees

- a) When it is necessary to discipline any of the Company's employees, penalties will be applied as follows:
- i) Personal reprimand. This action is to be taken in the case of a minor **offense** when it is felt that the offending employee will not repeat the **offense**.
 - ii) Suspension from work without pay for a period of from one (1) to fifteen (15) days according to the gravity of the **offense** and the previous record of the employee concerned. **This** penalty is to be applied in the case of a first serious **offense** or of continued and repeated minor **offenses**, when it is felt that proper conduct and discipline on the part of the offending employee can be secured without resorting to the penalty of dismissal.
 - iii) Dismissal from service. This penalty is to be applied when the mill manager or in his absence his representative is convinced that dismissal is the only method by which discipline can be maintained. Nothing contained in this Agreement shall be deemed to restrain or limit the right of the Company to discharge employees for just cause.
- b) When an employee is removed temporarily from service, he is informed of the reasons for such suspension.
- c) A suspended employee shall be notified within 48 hours of his suspension to present himself at the mill at a stated time and place so that the cause of his suspension may be investigated and proper disposition made of his case insofar as the discipline to be administered is concerned. The Local Union President will be **notified** of the time and place of the hearing.

- d) An employee who has been suspended or dismissed from service shall have the right to appeal to the mill manager.
- e) If upon investigation, it is found that an employee has been unjustly suspended or discharged he shall be reinstated without loss of pay.

A16.02 Record of Discipline

- a) A complete record of each case of discipline administered, including suspensions and dismissals from the Company's service, shall be kept at the mill on Form 289.
- b) Where feasible, the employee shall sign this record of discipline as an acknowledgment of his awareness of its contents. A copy of this record shall be sent to the employee and to the Union of which the employee is a member.
- c) When the employee concerned has previous breaches of discipline recorded against him, the date of such records shall be included in Form 289, provided however, that each discipline report shall be cancelled eighteen (18) months after the date of the offense recorded thereon, and no record of such offense or cancelled discipline report shall be included in any subsequent Form 289.

A17- GENERAL

A17.01 Industrial Relations

- a) The practice of mutual bargaining between the Company and its employees must be continued by its union representatives.

- b) The official CEP initials appear on the cover page of the present collective Agreement, as well as on the booklets which form part thereof.

A17.02 Suggestions

Suggestions or recommendations with reference either to management, employment, safety, or production are always in order and will receive due consideration.

A17.03 Mutual Interest

- a) A Mutual Interest Board of at least eight (8) members shall be formed in the mill for discussion of safety, health, athletics, and such other matters of employee welfare as may be mutually agreed upon.
- b) Four (4) members of the Mutual Interest Board shall be appointed by the employees and four (4) members by the Management.
- c) Any member may be removed by the party appointing him upon written notice to the board.
- d) The Board shall hold four (4) meetings a year.
- e) At the first meeting in 1940, and at the May meetings thereafter, employees may use their own discretion regarding the number of employee representatives to attend such meeting.
- f) A chairman and secretary shall be appointed by the board from the members of the board.

A17.04 * Supervisory Personnel

It is Company policy that it is the function of Management personnel to manage; therefore, jobs within the CEP's

jurisdiction will not be performed by supervisory personnel. It is understood that in case of emergency, supervisory personnel may perform any work necessary until the resumption of normal production.

A18- WORKING AT HEIGHTS

A18.01 Whenever an employee is required to work on a scaffold forty (40) or more feet above solid footing, he will be paid a special premium equivalent to one half of his straight time rate. This premium shall not enter into calculation of any overtime payment due.

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APPENDIX B

NBIP Forest Products Inc.

VACATION PLAN • HOURLY PAID EMPLOYEES

B1.01 Administration

The Vacation Plan will be administered on a calendar year basis.

B2.01 Continuous Employment

- a) Continuous employment is broken by discharge for cause, voluntary resignation, or any other voluntary separation.
- b) Periods of disability because of sickness or accident and lay-offs of less than twelve (12) months duration (up to a maximum of thirty-six (36) months based on the employee's mill service accumulated to the date of his lay-off if he has one (1) year or more of service) resulting from curtailment of operations or other causes beyond the control of the employee shall not break continuous employment.
- c) Transfer from one plant, mill or office to another of the Company, or its affiliates, shall not break continuous employment.

B3.01 Vacation Period**a)** Permanent Employees

- i) Permanent employees who as of January 1 of any year have completed less than one (1) year of continuous employment will be entitled to receive in that calendar year a vacation equivalent to one (1) day per working month in the preceding calendar year up to a maximum of ten (10) working days and

pay **therefor** shall be calculated at 4% of the employee's gross earnings in the preceding calendar year.

- ii) Permanent employees who as of January 1 of any year have completed one (1) but less than (3) years of continuous employment will be entitled to receive in that calendar year a vacation of ten (10) working days and pay **therefor** shall be calculated at 4% of the employee's gross earnings in the preceding calendar year.
- iii) Permanent employees who have completed three (3) but less than four (4) years of continuous employment, and who have received pay for at least eight hundred and forty (840) hours in the preceding calendar year, will be entitled to receive in that calendar year a vacation of ten (10) working days and pay **therefor** shall be calculated as outlined in paragraph B4.01 a) below. However, such an employee shall not receive as **vacation** pay, an amount which is less than 4% of his gross earnings in the preceding calendar year.
- iv) Permanent employees who have four (4) but less than nine (9) years of continuous employment, and who have received pay for at least eight hundred and forty (840) hours in the preceding calendar year, will be given, during the calendar year in which they complete four (4) years of continuous employment, and in each subsequent calendar year, a vacation **period** of fifteen (15) working days subject to the provisions of paragraph d) below.
- v) Permanent employees who have nine (9) but less than twenty (20) years of continuous employment, and who have received pay for at least eight hundred and forty (840) hours in the preceding calendar year, will be given, during the calendar year in which they

complete nine (9) of years continuous employment, and in each subsequent calendar year, a vacation period of twenty (20) working days subject to the provisions of paragraph d) below.

- vi) Permanent employees who have twenty (20) but less than twenty-five (25) years of continuous employment, and who have received pay for at least eight hundred and forty (840) hours in the preceding calendar year, will be given, during the calendar year in which they complete **twenty (20)** years of **continuous** employment, and in each subsequent calendar year, a vacation period of twenty-five (25) working days subject to the provisions of paragraph d) below.
 - vii) Permanent employees who have twenty-five (25) or more years of continuous employment and who have received pay for at least eight hundred and forty (840) hours in the preceding calendar year, will be given, during the calendar year in which they complete twenty-five (25) years of continuous employment and in each subsequent calendar year, a vacation period of thirty (30) working days subject to the provisions of paragraph d) below.
- * b) An employee who does not leave the service of the Company and who is not eligible to receive vacation with pay because he does not have the required number of hours will nevertheless receive vacation with pay or pay in lieu of vacation as follows:
- i) **Two (2)** weeks at four percent (4%) of his gross earnings during the preceding calendar year for employees with three (3) but less than four (4) years of continuous employment.

- ii) Three (3) weeks at six percent (6%) of his gross earnings during the preceding calendar year for employees with four (4) but less than nine (9) years of continuous employment.
 - iii) Four (4) weeks at eight percent (8%) of his gross earnings during the preceding calendar year for employees with nine (9) but less than twenty (20) years of continuous employment.
 - iv) Five (5) weeks at ten percent (10%) of his gross earnings during the preceding calendar year for employees with twenty (20) but less than twenty-five (25) years of continuous employment].
 - v) Six (6) weeks at twelve percent (12%) of his gross earnings during the preceding calendar year for employees with twenty-five (25) or more years of continuous employment.
- c) Employees who wish to take more than two (2) weeks consecutively will be entitled to do so only between September 16 and the following May 15. However, after each employee has chosen his first two weeks of vacation, he may schedule a third week between May 15 and September 15, if there are weeks not filled on the vacation schedule.
- d) Time lost due to an industrial illness or injury will be counted as time worked when calculating the qualifying hours required to be eligible for vacation with pay under the provisions of paragraphs B3.01 a) above if the employee has been at work sometime during the calendar year to which the qualifying hours apply. If an employee returns to work following an absence due to an industrial illness or injury in excess of one calendar year, he will receive a normal vacation with pay as provided in paragraph B3.01 a) in the calendar year in which he

returns to work. In such a case the qualifying hour requirement will be waived.

- e) If the mill runs less than **65%** of available operating time in a calendar year a permanently classified employee who does not receive pay for the number of hours required to qualify for a vacation under the provisions of paragraph **B3.01 a)** above, solely because of the reduction in operating time, will receive credit for fifty percent (**50%**) of the time he has lost, due to the reduction in operating time, for purposes of calculating his qualifying hours for vacation under the provisions of the above mentioned paragraphs.

B4.01 Vacation Pay

- a) **The** amount of vacation pay for each employee, except those covered by paragraphs **B3.01 a (i), a (ii), and (b)** above, shall be calculated on the basis of eight (**8**) hours pay of vacation due, at the average straight time hourly rate of pay for the eight (**8**) weeks immediately preceding his scheduled vacation period.
- b) An employee may draw his vacation pay at the beginning of his vacation period if desired.
- c) Vacation pay except as provided in paragraph **B3.01 b)** above will not be allowed for vacations not taken. In such cases any unused vacation privileges shall be allowed to accumulate until conditions permit them to be exercised.
- d) If an employee who is eligible to receive a vacation with pay leaves the service of the Company, for any reason other than retirement, he will be entitled to receive any vacation pay earned during the preceding calendar year, if this has not already been paid, plus the vacation pay he is eligible to receive for the calendar year during which he

leaves the employ of the Company, calculated on the following basis:

- i) Four percent (4%) of his earnings in that calendar year for an employee with less than four (4) years of continuous employment.
 - ii) One and one quarter (1¼) days of vacation with pay for each month of continuous employment in the unused vacation period for employees with four (4) but less than nine (9) years of continuous employment.
 - iii) One and two thirds (1-2/3) days of vacation with pay for each month of continuous employment in the unused vacation period for employees with nine (9) but less than twenty (20) years of continuous employment.
 - iv) **Two** and one twelfth (2-1/12) days of vacation with pay for each month of continuous employment in the unused vacation period for employees with twenty (20) but less than twenty-five (25) years of continuous employment.
 - v) **Two** and one-half (2½) days of vacation with pay for each month of continuous employment in the unused vacation period for employees with **twenty-five (25)** or more of continuous employment.
- e) An employee who leaves the service of the Company due to retirement will receive at time of retirement, pay in lieu of the vacation he would have received in that calendar year, including supplementary vacation, had he remained in the service of the Company, plus the vacation pay he has earned for time worked in the calendar year in which he retires, calculated on the pro-rata basis set forth in paragraph **B4.01 d) i) to v)** less any vacation pay

he may have already received in the calendar year in which he retires.

B5.01 Supplementary Vacation

- a) An employee who is eligible to receive vacation with pay will receive, beginning in the calendar year in which he will complete twenty-five (25) years of continuous employment and in which he will reach:

60 years of age, 1 week
 61 years of age, 2 weeks
 62 years of age, 3 weeks
 63 years of age, 4 weeks
 64 years of age, 5 weeks

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in addition to his regular vacation entitlement.

- b) An employee who is ineligible for supplementary vacation with pay as provided in a) above because he has not received pay for the required number of hours in the preceding calendar year will receive in addition to the vacation pay provided in paragraph B3.01 b) above, two percent (2%) for each week of supplementary vacation to which he would have been entitled based on service and age.

B6.01 General

- a) Vacation privileges are not transferable.
- b) It is the intent of the present plan that vacation periods shall not be permitted to interfere with mill operations.
- c) The Company reserves the right to schedule the vacation period for each employee as well as generally to administer the vacation plan in accordance with the above provisions.

APPENDIX C

MILL RULES

- C1.01** Day workers shall be in their respective working places ready to begin work at the designated starting time and shall remain at their working places until three (3) minutes before the designated quitting time.
- C2.01** When a tour begins, each tour worker is required to be in his place.
- C3.01** At the end of a tour, no tour worker may,
- i) leave his place to wash up and dress until his mate has changed his clothes and has reported to him to take on the responsibility of the job, or
 - ii) leave earlier than thirty (30) minutes before the end of his tour without the permission of the management.
- C4.01** It is the duty of a tour worker to report for his regular tour unless he has already arranged with the management for a leave of absence. If unavoidably prevented from reporting for work, he shall give the person in charge, as established at each of the mills, at least four (4) hours' notice before his tour scheduled for 4:00 p.m. or midnight goes on duty, and at least two (2) hours' notice before his tour scheduled for 8:00 a.m. goes on duty.
- C5.01** If a tour worker does not report for his regular tour, his mate on duty shall notify his foreman or department superintendent. The mate shall then remain at his post until a substitute satisfactory to management has been secured and has taken over the job, or, if necessary, he shall work an extra tour.
- C6.01** A tour worker who has been absent from work shall notify the person in charge at least eight (8) hours before the beginning

of the 4 to 12 and 12 to 8 shifts and sixteen (16) hours before the beginning of the 8 to 4 shift, that he wishes to resume work.

C7.01 An employee who wishes to change tours with another employee must first have permission from his foreman, or his department superintendent, or the mill superintendent. Such permission will be granted provided the change **does** not affect the efficiency of the operation and provided there is no cost penalty to the Company.

C8.01 An employee who leaves the mill during his working hours must have the permission of his foreman.

C9.01 **Individual Responsibility**

Everything in and about the mill shall be kept in good order and each employee will be held responsible for the condition of the part of the mill under his control.

C10.01 **Bulletin Boards**

Notices shall not be posted in the mill except upon the official bulletin boards. Approval of the mill management must be obtained in each case before a notice is posted. One bulletin board will be provided for each department for Union business.

C11.01 * **Pay Deposit System**

Effective January 1, 1996 the present system of paying will be replaced by a pay deposit system. Pay will be deposited each week to the Bank, **Caisse Populaire** or Credit Union of the employee's choice. Under this system an employee's pay can be available to him not later than the end of the banking day on Wednesday of each week.

APPENDIX D

EXHIBIT 1

AUTHORIZATION FOR DEDUCTION OF UNION DUES

To: **NBIP** Forest Products Inc.

I hereby **authorize** and request you to deduct each week from the wages owing and payable to me and to pay to Local _____ of the _____ the weekly amount established from time to time for regular monthly union membership dues in accordance with Article 3 of the Labour Agreement between the Company and the Union; the said dues to be remitted once a month to the duly designated official of the above local.

This **authorization** shall remain in full force and effect and be irrevocable for the duration of the current contract year, unless I cease to be an employee in the jurisdiction of the above Local, in which case I shall have the right to revoke it by signing and delivering to the Company in duplicate the form provided for the purpose.

As long as the Labour Agreement between the Company and the Union provides for deduction of union dues, this **authorization** shall be automatically renewed from the end of one contract year to the end of the next, unless the Company receives, at least two (2) weeks before the end of the current or any subsequent contract year, written notice in duplicate on the form provided for the purpose, that I do not intend to renew this **authorization**.

This **authorization** is subject to the provisions of any applicable Federal or Provincial Law.

EXHIBIT 2

REVOCATION OF **AUTHORIZATION** FOR DEDUCTION OF
UNION DUES

I hereby revoke my **authorization** to you to deduct Union dues
from my wages.

EXHIBIT 3

NOTICE OF INTENTION NOT TO RENEW **AUTHORIZATION**
FOR **DEDUCTION** OF UNION DUES

I hereby give you notice that I do not intend to renew my
authorization for deduction of union dues at the end of the current
contract year.

Date _____ Signed _____

Name _____ Witness _____
(please print)

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NBIP Forest Products Inc.
PROMOTION REFUSAL
REFERENCE - ARTICLE 5 - paragraph 5.11 c)

temporary
I _____ refuse a permanent promotion or I _____ refuse a training for a temporary or permanent **promotion** in my line of progression to the **occupation** _____ which is number _____. I forfeit today _____ my promotion rights to this occupation and I **shall** not be considered for further promotion until such time as I inform my immediate supervisor in writing, at the bottom of this form, to cancel my previous refusal. I shall be considered junior to all employees who bypass me for promotional purposes only in this occupation. I wish to remain classified on the occupation _____ which is number -, or I would like to be classified up to the occupation _____ which is number _____. I had the opportunity to discuss this matter with my union steward.

Employee's signature: _____ Date _____
Company representative
signature: _____ Date _____

- cc: Employee
- Immediate Supervisor
- Departmental Superintendent
- Shop Steward
- Union President
- Personnel Superintendent

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temporary
I wish to cancel the above refusal and will accept a permanent promotion in my line of progression to the occupation _____ which is number _____ on _____. I accept that my rank be after _____

Employee's signature: _____ Date _____
Company representative
signature: _____ Date _____

- CC: Employee
- Immediate Supervisor
- Departmental Superintendent
- Shop Steward
- Union President
- Personnel Superintendent

APPENDIX E
INSURANCE PLANS

NBIP Forest Products Inc.

E1 • LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, WEEKLY INDEMNITY AND **LONG** TERM DISABILITY PLANS

The Life Insurance, Accidental Death and Dismemberment Insurance, Weekly Indemnity Insurance and Long Term Disability Insurance Plan previously in effect is amended as follows:

E1.01 Membership

- a) All active employees under age **65**, who have completed six **(6)** months of cumulative service [three **(3)** months in the case of Weekly Indemnity] are eligible for membership upon submission of the required application form.
- b) If the employee elects to be insured, the full amount must be taken. If cancellation is later requested, then the full amount is cancelled.
- c) An employee who waives participation upon becoming eligible for membership may apply later, with medical evidence satisfactory to the insurer, and provided the applicant is then under age 50.

E1.02 Benefits

- a) Life Insurance - Prior to the earlier of retirement or attainment of **age 65**

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Prior to the earlier of retirement or attainment of age **65**, an active employee, who is a member of the Plan is covered for **\$25,000** Life Insurance and **\$25,000**

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 Accidental Death and Dismemberment Insurance, and in addition the Company will contribute up to a maximum of \$12.00 per month toward the premium cost of such active employee's personal optional additional life insurance under the Union sponsored Plan. The conditions governing remittance of Company contributions will be those set forth in section E4 below.

b) An insured employee who has completed one (1) year of continuous service at time of lay-off may keep his basic and optional additional life insurance, if any, in force for a period up to six (6) months provided he pays the full monthly premium for both coverages in advance unless his service is broken as provided in Article 5, paragraph 5.02 c).

c) Life Insurance - After the earlier of retirement or attainment of age 65

i) For active employees insured as at January 1, 1963, the amount of Life Insurance to be kept in force at Company expense after the earlier of retirement or attainment of age 65 with 15 years continuous service will be the amount in force as at December 31, 1962.

This amount will continue in force until the attainment of age 70 following which it will be reduced in five (5) equal annual **installments** to one-half the amount in force as at December 31, 1962.

ii) For active employees, the amount of Life Insurance to be kept in force at Company expense after the earlier of retirement or attainment of age 65 with ten (10) years or more of continuous service will be in accordance with the following schedule:

<u>Service</u>	<u>Amount of Life Insurance</u>
15 years or more	\$3,500
13 but less than 15 years	\$3,000
12 but less than 13 years	\$2,500
11 but less than 12 years	\$2,000
10 but less than 11 years	\$1,500

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d) Weekly Indemnity

- * i) The Company will pay the cost of a Weekly Indemnity Plan providing a benefit of between 60% (65% - May 1/98) and 70% of an eligible employee's normal weekly straight time rate with the percentage to be established as set forth below. Such benefits will be payable from the first day of non-occupational accident and/or the first day of hospitalization for a non-occupational illness and the fourth day of non-occupational illness for the duration of the disability or 52 weeks, whichever is less, subject to Plan eligibility requirements.

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The percentage payable will vary with mill experience in accordance with Schedule I, but in no event shall it be less than required to qualify for registration under Unemployment Insurance Legislation.

A joint Claims Review Committee will be established at the mill consisting of two (2) members of Management and two (2) representatives of the Union. It will be the function of this committee to monitor claims experience on a monthly basis, and to recommend measures for improving claims experience.

At six (6) month intervals beginning November 30, 1980 the average raw experience index based on the

IS-month period then ended will be calculated. The benefit percentage for the mill for the forthcoming six (6) months beginning January 1 or July 1 will then be determined in accordance with Schedule I. The percentage thus established will apply to illnesses and non-occupational accidents incurred during this six (6) month period.

An employee's normal weekly straight time rate for purposes of calculating the weekly indemnity benefit due shall be 40 times the rate for the job which he is scheduled to perform at the time his accident or illness occurs.

To be eligible to submit a claim for weekly indemnity benefits an employee must:

- 1) have completed three (3) months of cumulative service since the last break, and
- 2) have submitted the required application for membership in the plan, and
- 3) have returned to active employment with the Company following a lay-off, termination for any reason, or a strike, and
- 4) not have attained age 65, and
- 5) submit the claim for benefits within the twenty (20) day period immediately following the first day of disability due to the illness or accident and be under the treatment of a physician.

The Plan will be registered with the Unemployment Insurance Commission and the full Unemployment Insurance premium reduction resulting from such registration will be retained by the Company.

Employees must apply for sickness and/or disability benefits available to them under the terms of **Canada/Québec** Pension Plan Legislation or any other government sponsored disability Plan. Should an employee's application for government benefits be accepted, benefits otherwise payable under the Company Weekly Indemnity Plan will be reduced by the amount payable under the provisions of the government plan(s). Should payments made by the government plan cover a period for which benefits have already been paid by the Company, employees shall endorse their government benefit cheques in favour of the Insurance Company. Such reimbursements will be taken into consideration when calculating claims costs.

- ii) The weekly indemnity benefits payable will be reduced by any disability or sickness benefits paid under the provisions of any government legislation or any Company Benefit Plans.
- iii) Benefit payment shall **cease** on the effective date of retirement under the provisions of Company Retirement Plans or first of the month following attainment of age 65, whichever occurs first.

c) **Long Term Disability Benefit Plan**

The Company will pay the cost of a Long Term Disability Benefit Plan providing benefits as **summarized** below.

Eligibility

Long Term Disability coverage will apply to all employees covered by the Weekly Indemnity Plan.

2/2/00
1/00

Qualifying Period

An insured employee will be eligible to receive Long Term Disability Benefits after fifty-two (52) weeks of benefit entitlement for the same disability, under the provisions of the Weekly Indemnity Plan.

Benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

Definition of disability

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

Amount of Benefit

- 25
11-2-00
- i) 55% of regular straight-time hourly rate, multiplied by 2080 divided by 12, up to a maximum monthly payment of \$2,000 (\$2,100 - May 1/94; \$2,200 - May 1/96).

The regular straight time hourly rate shall be the classified rate of the employee on the date the non-occupational illness or accident commenced.

- ii) For all non-occupational illnesses or accidents incurred after the date of ratification:

The regular straight time hourly rate shall be the rate of the job which the employee was scheduled to perform on the date the non-occupational illness or accident commenced.

For the employee in receipt of **Long** Term Disability Benefit, the initial hourly rate used will be adjusted on May **1st** of each year by the percentage or amount of the negotiated general wage increase until the benefit reaches the maximum monthly payment specified in the Labour Agreement in force when the non-occupational illness or accident commenced. The maximum monthly payment remains unchanged for the entire disability period.

- b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring **12** months or more after disablement), or any other non-private disability income plan by reason of the same non-occupational illness or accident.
- c) While receiving benefits under this Plan, an employee will continue to accrue pension benefits at no cost to him. **The** annual pension benefit accrued will be equivalent to the annual amount that would have been accrued had the employee been contributing on straight time earnings equal to his regular straight time rate multiplied by the number of hours in his **annualized** normal straight time schedule at the time the disability **occured**.

Death benefits will not accrue during this period, except with respect to interest on the employee's contributions made prior to commencement of **L.T.D.** Benefits.

Benefit Period

Benefits will be paid for one month, for each completed month of service prior to the onset of disability, while the employee is disabled but in no event beyond attainment

of the age required to qualify for Voluntary Early Retirement. Upon attainment of the age requirement for Voluntary Early Retirement, the service requirement of **20** years with respect to **unreduced** early retirement, under the provisions of the Employees' Retirement Plan (1946) of Canadian Pacific Forest Products Limited, will be waived for employees eligible to receive Long Term Disability payments.

Duration of Benefit

Benefits shall cease:

- a) On the date the employee ceases to be disabled as defined in the Plan, or

(NOTE: If there is a recurrence of the same disability within six (6) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan.)

- b) Upon attainment of the age requirement for Voluntary **Early** Retirement, or

- c) At death, or

- d) At retirement,

whichever is earlier.

Participation in **group** insurance

An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his

disability, will continue to enjoy Group Life Insurance coverage in the amount of **\$25,000** at no premium cost to him.

Service **Accumulation**

An insured employee who is eligible to receive Long Term Disability Benefit payments shall not accumulate service for any purpose, except in the event of his return to work where the employee will be reintegrated in the job he would have held had he not been absent, providing he meets the requirements of the job. In such case, he will accumulate job, department and mill service for promotion and lay-off purposes only.

Exclusions

Benefits under the Long Term Disability Plan will not be payable for claims resulting from illnesses or accidents such as:

- i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, except in the course of normal performance of duties, as an employee of **Avenor Inc.**, or
- ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar Legislation, except in the course of normal performance of duties as an employee of **Avenor Inc.**, or
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or
- iv) Disability for which the employee is not under the treatment of a physician, or

- v) Alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.

Rehabilitation

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

Other

- a) Company Hospital-Medical, Optional Life Insurance and Dental Plan contributions shall cease when an employee becomes eligible to receive payments under the **Long** Term Disability Plan. The employee may keep his **hospitalization-medical** care insurance, dental insurance and optional life insurance in force during that period, provided that he pays in advance each month, the full amount of the appropriate premium.
- b) Upon becoming eligible to receive payment under the Long Term Disability Plan, employees will be paid the vacation due them if any for time worked prior to the commencement of their disability, based on the vacation provisions applicable to a termination of employment.

Workers' Compensation (CSST)

The pension accrual, benefit administration and service accumulation provisions contained in the **L.T.D.** plan summary will apply to employees who have been in receipt of full Workers' Compensation benefits for **52** consecutive weeks and who continue to be disabled. These provisions will apply on the same basis and under the same conditions as if the employee were on **L.T.D.** after the **52nd** week of disability. Should the employee continue to be disabled by reason of the same occupational illness or accident but be deemed ineligible for further Workers' Compensation benefits, he may then apply for benefits under the **L.T.D.** plan for the balance of his benefit period entitlement.

E1.03 Contributions

7/3/10 The basic Life Insurance, except as provided in paragraph E1.02 b) above, Accidental Death and Dismemberment Insurance, the Weekly Indemnity Insurance and the **Long** Term Disability Insurance is non-contributory.

E1.04 Insurance benefits will continue in force when an employee is granted a leave of absence to attend Negotiations or Union Conventions or to attend to other Union business.

E1.05 General

- a) The Company undertakes under the provisions of this Article to underwrite the cost of the Plans **summarized** above to the maximum amount, if any, stipulated in the Agreement, however, the plan administrator(s) and not the Company is solely responsible for determining eligibility for the benefits and the payment of such benefits under these Plans.

- b) All Plans **summarized** in this Article will be administered by an insurance Company or Companies selected by the Company. All provisions of the Plans are contained in the Master Policy issued by the insurance Company or Companies and the Master Policy shall govern administration of the Plans.

E1.06 * Medical Certificates

The Company will reimburse an employee for the costs incurred to obtain a medical certificate as required under the Weekly Indemnity Plan or the Long Term Disability Plan. Payment will be made upon presentation of a receipt issued by the treating physician, up to a maximum of twenty-five dollars (\$25.00) per certificate.

76511

E2 - HOSPITAL, SURGICAL AND MEDICAL INSURANCE

E2.01 * After completion of six (6) months of continuous service, the Company will contribute up to a maximum of \$26.00 per month toward the premium cost of an active employee's membership, including the cost of dependants coverage, in:

705
15
996

- i) the privately insured **Hospital, Surgical, Medical** Plan in effect for New Brunswick residents.

This contribution will be in addition to the contribution, if any, made by the Company toward the Plans in effect following the introduction of Medicare.

E3 - * DENTAL PLAN

After completion of six (6) months of continuous service, the Company will contribute as follows toward the premium cost of an active employee's membership in the Dental Plan:

706
104
21
9

- Up to \$24/month Family coverage
- Up to \$14/month Single Coverage

E4 - CHECK-OFF AND REMITTANCE OF PREMIUMS'

- E4.01** Subject to the requirements of any applicable provincial or federal law, the Company shall deduct every week from the wages owing and payable to each employee within the Union's jurisdiction who has submitted a duly completed application card, a weekly proportion of the applicable monthly premium payable by such employee to the Dental Plan and/or Hospital Medical Plan in effect and shall remit such deductions monthly to the insurer along with the applicable Company contribution.
- E4.02** The Insurance Carrier shall advise the Company in writing of the amount of the monthly premiums applicable to single and family coverage. If there is any change in these premiums the Company shall be advised of such change by the Insurer at least two (2) months prior to its effective date.
- E4.03** An employee who applies for Dental Care and/or Hospital Medical coverage and **authorizes** the deduction of the applicable premiums shall not have the right to revoke the coverage and the **authorization** during a Contract Year, unless the employee ceases to be an employee in the jurisdiction of the Union covered by the Plan(s). In such a case, coverage will automatically be cancelled and Company contributions will cease.
- E4.04** An employee who wishes to do so may change his coverage from single to family by signing a new **authorization** card to this effect.
- E4.05** An employee's membership in the Plan(s) will continue unless the Company receives at least one (1) month before the end of the then current Contract Year, written notice from the employee that he does not wish to continue membership in the Plan(s).
- E4.06** **The** Company shall forward to the Insurer a photostat of the **enrollment** card comprising the name, address, type of coverage (family, single), the name of spouse and children, if any, for

WEEKLY INDEMNITY BENEFITS

SCHEDULE I

VARIABLE PERCENTAGE

PROPOSED ALL STEPS "NO MAXIMUM" - U.L.C. MAXIMUM AS A MINIMUM WHERE
RATES AND PERCENTAGES WARRANT

• Raw experience index entitlement	190 or less 70%	191 to 205 69%	206 to 220 68%	221 to 235 67%
	236 to 250 66%	251 to 265 65%	266 to 280 64%	281 to 295 63%
	296 to 310 62%	311 to 325 61%	326 or more 60%	

62

* By using the current 18-month formula (recent 6 mos. x 2, earlier 12 mos. x 1) a representative average index is arrived at. Cash pay-out per month is divided by actual amounts of weekly indemnity in force to develop average. Adjustments would be made Jan. 1 and July 1 each year as currently done.

Benefit pay-out would have a 3-calendar day waiting period for non-occupational illness. none for outside accident and none for a non-occupational illness requiring immediate hospitalization.

APPENDIX F

* STANDARD PAYROLL RATES

Each day or tour employee will be paid for the number of hours **actually** spent in the service of the Company at the rate which is established for the occupation, except that such extra time and overtime allowances for which provision is made in Appendix A of the Labour Agreement shall be paid in each case where work is done under the conditions named.

The Specifications for Oilers' occupations and Mechanical Trades are set forth in a separate booklet entitled "Specifications - Mechanical Trades and Oiler Occupations", which forms part of this Agreement.

* The notices of the elimination and/or combinations of jobs and/or classifications given to the Union during the 1990-1993 Collective Agreement will continue to apply during the Collective Agreement renewed in 1993.

SECTION 1 - PAPER MACHINES

- 1.** The rates paid employees in the paper machine classifications are based on those set forth in the Standard Minimum Wage Schedule for Newsprint Mills subject to the understanding, however, that notwithstanding the provisions of Article 9 of this Agreement, the Company reserves the right to discuss the rates for classes for which no provision is made in the attached schedule.
- 2.** The attached scale establishes rates for all jobs covered thereby.
- 3.** The rates in the attached scale are applicable to either six (6) or eight (8) hour tours.
- 4.** No alterations in the attached scale may be made except by the mutual consent of the parties signatory to this Agreement.
- 5.** Before rates are adjusted either upward or downward as required by the attached scale, a newsprint machine must maintain a new speed for a period of two (2) weeks.

**LARGEUR DES MACHINES EN POUCES ET EN CENTIMÈTRES/
WIDTH OF MACHINES IN INCHES AND CENTIMETRES**

		Feet Metres																									
		<u>Pieds Mètres</u>																									
1000	305	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
1050	320	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
1100	335	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
1150	351	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46
1200	366	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47
1250	381	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
1300	396	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
1350	411	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
1400	427	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
1450	442	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
1500	457	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
1550	472	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
1600	488	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
1650	503	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56
1700	518	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57
1750	533	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58
1800	549	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59
1850	564	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
1900	579	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61
1950	594	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62
2000	610	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63
2050	625	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
2100	640	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
2150	655	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66
2200	671	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67
2250	686	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68

LARGEUR DES MACHINES EN POUCES ET EN CENTIMETRES/
 WIDTH OF MACHINES IN INCHES AND CENTIMETRES

Feet Metres
 Pieds Mètres

2300	701	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93
2350	716	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	
2400	732	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93		
2450	747	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93			
2500	762	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93				
2550	777	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93					
2600	792	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93						
2650	808	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93							
2700	823	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93								
2750	838	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93									
2800	853	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93										
2850	869	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93											
2900	884	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93												
2950	899	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93													
3000	914	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93														
3050	930	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93															
3100	945	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																
3150	960	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																	
3200	975	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																		
3250	991	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																			
3300	1006	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																				
3350	1021	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																					
3400	1036	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																						
3450	1052	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																							
3500	1067	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93																								

WIDTHS

Widths of machines are definitely established. Starting with 100 inches or 254 centimetres and up to, but not including, 110 inches or 279.4 centimetres is a group unit called Class 1. Starting with 110 inches or 279.4 centimetres and up to, but not including, 120 inches or 304.8 centimetres is a group unit called Class 2. This same rule applies all the way down the width differential line.

SPEEDS

Starting with 400 feet or 122 metres and up to, but not including, 450 feet or 137 metres is a group unit called Class 1. Starting with 450 feet or 137 metres and up to, but not including, 500 feet or 152 metres is a group unit called Class 2. In the speed line the classifications of the machines will advance if speed of machine is increased sufficiently to put them over the 50 foot or 15 metres differential line into higher classes.

A 100-inch or 254 centimetre machine is established as the minimum width for all machines less than 100 inches or 254 centimetres in width. Fourdrinier machine widths shall be determined by face width of breast roll. Machine speed will be measured at the reel.

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
Effective May 1, 1994

<u>Class</u>	<u>Machine</u> <u>Tender</u>	<u>Back</u> <u>Tender</u>	<u>3rd</u> <u>Hand</u>	<u>4th</u> <u>Hand</u>	<u>5th</u> <u>Hand</u>	<u>6th</u> <u>Hand</u>
20	23.634	22.412	21.008	19.867	19.422	19.069
21	23.735	22.584	21.099	19.988	19.483	19.069
22	23.846	22.664	21.119	20.018	19.533	19.079
23	23.947	22.836	21.250	20.059	19.554	19.079
24	24.109	22.978	21.311	20.089	19.584	19.079
25	24.210	23.048	21.392	20.109	19.624	19.089
26	24.331	23.240	21.442	20.129	19.655	19.089
27	24.482	23.331	21.513	20.220	19.705	19.089
28	24.573	23.462	21.675	20.251	19.715	19.140
29	24.735	23.614	21.745	20.261	19.725	19.140
30	24.957	23.654	21.846	20.291	19.766	19.140
31	25.038	23.755	21.937	20.311	19.786	19.210
32	25.220	23.937	22.038	20.331	19.816	19.210
33	25.260	24.048	22.069	20.372	19.836	19.210
34	25.391	24.179	22.109	20.382	19.857	19.220
35	25.442	24.270	22.180	20.422	19.867	19.220
36	25.563	24.361	22.291	20.432	19.917	19.220
37	25.644	24.452	22.392	20.463	19.988	19.230
38	25.694	24.503	22.412	20.523	19.998	19.230
39	25.917	24.573	22.442	20.554	20.008	19.230
40	25.957	24.735	22.513	20.594	20.059	19.230
41	26.048	24.765	22.584	20.614	20.089	19.241
42	26.119	24.597	22.654	20.705	20.099	19.241
43	26.220	25.008	22.695	20.725	20.109	19.241
44	26.341	25.129	22.776	20.766	20.129	19.241
45	26.381	25.220	22.856	20.826	20.251	19.301
46	26.472	25.290	22.947	20.927	20.261	19.301
47	26.593	25.391	22.978	20.998	20.291	19.301
48	26.694	25.442	23.058	21.008	20.311	19.372
49	26.775	25.563	23.190	21.028	20.331	19.432
50	26.896	25.654	23.210	21.048	20.372	19.463
51	26.927	25.694	23.260	21.099	20.422	19.483
52	27.048	25.917	23.291	21.109	20.432	19.503
53	27.129	25.937	23.371	21.210	20.463	19.513
54	27.180	25.977	23.411	21.220	20.473	19.533
55	27.260	26.078	23.503	21.271	20.523	19.554
56	27.381	26.129	23.634	21.301	20.554	19.584

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
Effective May 1, 1994

<u>Class</u>	<u>Machine</u> <u>Tender</u>	<u>Back</u> <u>Tender</u>	<u>3rd</u> <u>Hand</u>	<u>4th</u> <u>Hand</u>	<u>5th</u> <u>Hand</u>	<u>6th</u> <u>Hand</u>
57	27.472	26.331	23.654	21.321	20.564	19.594
58	27.563	26.361	23.735	21.341	20.574	19.624
59	27.654	26.583	23.887	21.402	20.614	19.675
60	27.745	26.583	23.887	21.402	20.614	19.675
61	27.866	26.674	24.028	21.442	20.685	19.705
62	27.937	26.775	24.089	21.463	20.725	19.715
63	28.058	26.886	24.160	21.513	20.806	19.725
64	28.088	26.947	24.179	21.543	20.816	19.766
65	28.179	27.048	24.240	21.604	20.826	19.786
66	28.280	27.129	24.341	21.654	20.927	19.816
67	28.411	27.209	24.462	21.675	20.968	19.836
68	28.482	27.341	24.482	21.685	20.998	19.857
69	28.553	27.432	24.533	21.715	21.008	19.867
70	28.664	27.533	24.573	21.745	21.028	19.917
71	28.815	27.624	24.735	21.846	21.069	19.988
72	28.947	27.745	24.826	21.887	21.109	19.998
73	29.108	27.866	24.907	22.008	21.21	20.008
74	29.250	27.957	24.987	22.058	21.271	20.018
75	29.371	28.078	25.038	22.109	21.321	20.059
76	29.573	28.189	25.149	22.180	21.351	20.089
77	29.644	28.28	25.240	22.281	21.402	20.100
78	29.856	28.411	25.301	22.301	21.473	20.109
79	29.977	28.553	25.391	22.402	21.513	20.129
80	30.078	28.654	25.462	22.422	21.604	20.190
81	30.250	28.765	25.634	22.584	21.675	20.230
82	30.371	28.886	25.664	22.634	21.715	20.251
83	30.563	29.007	25.735	22.695	21.755	20.261
84	30.654	29.108	25.836	22.745	21.846	20.281
85	30.856	29.229	25.947	22.856	21.887	20.291
86	30.967	29.351	26.028	22.947	21.937	20.311
87	31.138	29.553	26.078	22.998	22.038	20.362
88	31.260	29.603	26.189	23.048	22.069	20.372
89	31.441	29.674	26.260	23.169	22.109	20.382
90	31.573	29.866	26.351	23.200	22.180	20.422
91	31.724	29.967	26.462	23.260	22.271	20.432
92	31.855	30.007	26.553	23.291	22.291	20.473
93	32.007	30.179	26.644	23.412	22.321	20.523

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
Effective May 1, 1993

<u>Class</u>	<u>Machine</u> <u>Tender</u>	<u>Back</u> <u>Tender</u>	<u>3rd</u> <u>Hand</u>	<u>4th</u> <u>Hand</u>	<u>5th</u> <u>Hand</u>	<u>6th</u> <u>Hand</u>
20	23.40	22.19	20.80	19.67	19.23	18.88
21	23.50	22.36	20.89	19.79	19.29	18.88
22	23.61	22.44	20.91	19.82	19.34	18.89
23	23.71	22.61	21.04	19.86	19.36	18.89
24	23.87	22.75	21.10	19.89	19.39	18.89
25	23.97	22.82	21.18	19.91	19.43	18.90
26	24.09	23.01	21.23	19.93	19.46	18.90
27	24.24	23.10	21.30	20.03	19.51	18.90
28	24.33	23.23	21.46	20.05	19.52	18.95
29	24.49	23.38	21.53	20.06	19.53	18.95
30	24.71	23.42	21.63	20.09	19.57	18.95
31	24.79	23.52	21.72	20.11	19.59	19.02
32	24.97	23.70	21.82	20.13	19.62	19.02
33	25.01	23.81	21.85	20.17	19.64	19.02
34	25.14	23.94	21.89	20.18	19.66	19.03
35	25.19	24.03	21.96	20.22	19.67	19.03
36	25.31	24.12	22.07	20.23	19.72	19.03
37	25.39	24.21	22.17	20.26	19.79	19.04
38	25.44	24.26	22.19	20.32	19.80	19.04
39	25.66	24.33	22.22	20.35	19.81	19.04
40	25.70	24.49	22.29	20.39	19.86	19.04
41	25.79	24.52	22.36	20.41	19.89	19.05
42	25.86	24.71	22.43	20.50	19.90	19.05
43	25.96	24.76	22.47	20.52	19.91	19.05
44	26.08	24.88	22.55	20.56	19.93	19.05
45	26.12	24.97	22.63	20.62	20.05	19.11
46	26.21	25.04	22.72	20.72	20.06	19.11
47	26.33	25.14	22.75	20.79	20.09	19.11
48	26.43	25.19	22.83	20.80	20.11	19.18
49	26.51	25.31	22.96	20.82	20.13	19.24
50	26.63	25.40	22.98	20.84	20.17	19.27
51	26.66	25.44	23.03	20.89	20.22	19.29
52	26.78	25.56	23.06	20.90	20.23	19.31
53	26.86	25.68	23.14	21.00	20.26	19.32
54	26.91	25.72	23.18	21.01	20.27	19.34

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
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<u>Class</u> <u>Class</u>	<u>Machine</u> <u>Tender</u>	<u>Back</u> <u>Tender</u>	<u>3rd</u> <u>Hand</u>	<u>4th</u> <u>Hand</u>	<u>5th</u> <u>Hand</u>	<u>6th</u> <u>Hand</u>
55	26.99	25.82	23.27	21.06	20.32	19.36
56	27.11	25.87	23.40	21.09	20.35	19.39
57	27.20	26.07	23.42	21.11	20.36	19.40
58	27.29	26.10	23.50	21.13	20.37	19.43
59	27.38	26.17	23.57	21.18	20.39	19.46
60	27.47	26.32	23.65	21.19	20.41	19.48
61	27.59	26.41	23.79	21.23	20.48	19.51
62	27.66	26.51	23.85	21.25	20.52	19.52
63	27.78	26.62	23.92	21.30	20.60	19.53
64	27.81	26.68	23.94	21.33	20.61	19.57
65	27.90	26.78	24.00	21.39	20.62	19.59
66	28.00	26.86	24.10	21.44	20.72	19.62
67	28.13	26.94	24.22	21.46	20.76	19.64
68	28.20	27.07	24.24	21.47	20.79	19.66
69	28.27	27.16	24.29	21.50	20.80	19.67
70	28.38	27.26	24.33	21.53	20.82	19.72
71	28.53	27.35	24.49	21.63	20.86	19.79
72	28.66	27.47	24.58	21.67	20.90	19.80
73	28.82	27.59	24.66	21.79	21.00	19.81
74	28.96	27.68	24.74	21.84	21.06	19.82
75	29.08	27.80	24.79	21.89	21.11	19.86
76	29.28	27.91	24.90	21.96	21.14	19.89
77	29.35	28.00	24.99	22.06	21.19	19.90
78	29.56	28.13	25.05	22.08	21.26	19.91
79	29.68	28.27	25.14	22.18	21.30	19.93
80	29.78	28.37	25.21	22.20	21.39	19.99
81	29.95	28.48	25.38	22.36	21.46	20.03
82	30.07	28.60	25.41	22.41	21.50	20.05
83	30.26	28.72	25.48	22.47	21.54	20.06
84	30.35	28.82	25.58	22.52	21.63	20.08
85	30.55	28.94	25.69	22.63	21.67	20.09
86	30.66	29.06	25.77	22.72	21.72	20.11
87	30.83	29.26	25.82	22.77	21.82	20.16
88	30.95	29.31	25.93	22.82	21.85	20.17
89	31.13	29.38	26.00	22.94	21.89	20.18
90	31.26	29.57	26.09	22.97	21.96	20.22
91	31.41	29.67	26.20	23.03	22.05	20.23
92	31.54	29.71	26.29	23.06	22.07	20.27
93	31.69	29.88	26.38	23.18	22.10	20.32

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
 May 1, 1995

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	23.99	22.64	21.32	20.17	19.71	19.36
21	24.09	22.81	21.42	20.29	19.78	19.36
22	24.20	22.89	21.44	20.32	19.83	19.37
23	24.31	23.18	21.57	20.36	19.85	19.37
24	24.47	23.32	21.63	20.39	19.88	19.37
25	24.57	23.39	21.71	20.41	19.92	19.38
26	24.70	23.59	21.76	20.43	19.95	19.38
27	24.85	23.68	21.84	20.52	20.00	19.38
28	24.94	24.83	22.00	20.55	20.01	19.43
29	25.11	23.97	22.07	20.56	20.02	19.43
30	25.33	24.01	22.17	20.60	20.06	19.43
31	25.41	24.11	22.27	20.62	20.08	19.50
32	25.60	24.30	22.37	20.64	20.11	19.50
33	25.64	24.40	22.40	20.68	20.13	19.50
34	25.77	24.54	22.44	21.14	20.15	19.51
35	25.82	24.63	22.51	20.73	20.17	19.51
36	25.95	24.73	22.63	20.74	20.23	29.51
37	26.03	24.82	22.73	20.77	20.29	19.52
38	26.08	24.87	22.75	20.83	20.30	19.52
39	26.31	24.94	22.78	20.86	20.31	19.52
40	26.35	25.11	22.85	20.90	20.36	19.52
41	26.44	25.14	22.92	20.92	20.39	19.53
42	26.51	25.33	22.99	21.02	20.40	19.53
43	26.61	25.38	23.04	21.04	20.41	19.53
44	26.74	25.51	23.12	21.08	20.43	19.53
45	26.78	25.60	23.20	21.14	20.55	19.59
46	26.87	25.67	23.29	21.24	20.56	19.59
47	26.99	25.77	23.32	21.31	20.60	19.59
48	27.09	25.82	23.40	21.32	20.62	19.66
49	27.18	25.95	23.54	21.34	20.64	19.72
50	27.30	26.04	23.56	21.36	20.68	19.75
51	27.33	26.08	23.61	21.42	20.73	19.78
52	27.45	26.31	23.64	21.43	20.74	19.80
53	27.54	26.33	23.72	21.53	20.77	19.81
54	27.59	26.37	23.76	21.54	20.78	19.83

PAPERMAKERS' WAGE SCHEDULE
NEWSPRINT MILLS
May 1, 1995

<u>Class</u>	<u>Machine</u> <u>Tender</u>	<u>Back</u> <u>Tender</u>	<u>3rd</u> <u>Hand</u>	<u>4th</u> <u>Hand</u>	<u>5th</u> <u>Hand</u>	<u>6th</u> <u>Hand</u>
55	27.67	26.47	23.86	21.59	20.83	19.85
56	27.79	26.52	23.99	21.62	20.86	19.88
57	27.88	26.73	24.01	21.64	20.87	19.89
58	27.98	26.76	24.09	21.66	20.88	19.92
59	28.07	26.83	24.16	21.71	20.90	19.95
60	28.16	26.98	24.25	21.72	20.92	19.97
61	28.28	27.07	24.39	21.76	21.00	20.00
62	28.36	27.18	24.45	21.78	21.04	20.01
63	28.48	27.29	24.52	21.84	21.12	20.02
64	28.51	27.35	24.54	21.87	21.13	20.06
65	28.60	27.45	24.60	21.93	21.14	20.08
66	28.70	27.54	24.71	21.98	21.24	20.11
67	28.84	27.62	24.83	22.00	21.28	20.13
68	28.91	27.75	24.85	22.01	21.31	20.15
69	28.98	27.84	24.90	22.04	21.32	20.17
70	29.09	27.95	24.94	22.07	21.34	20.22
71	29.25	28.04	25.11	22.17	21.39	20.29
72	29.38	28.16	25.20	22.22	21.43	20.30
73	29.54	28.28	25.28	22.34	21.53	20.31
74	29.69	28.38	25.36	22.39	21.59	20.32
75	29.81	28.50	25.41	22.44	21.64	20.36
76	30.02	28.61	25.53	22.51	21.67	20.39
77	30.09	28.70	25.62		21.72	20.40
78	30.30	28.84	25.68	22.64	21.80	20.41
79	30.43	28.98	25.77	22.74	21.84	20.43
80	30.53	29.08	25.84	22.76	21.93	20.50
81	30.70	29.20	26.02	22.92	22.00	20.53
82	30.83	29.32	26.05	22.97	22.04	20.55
83	31.02	29.44	26.12		22.08	20.56
84	31.11	29.54	26.22	23.09	22.17	20.59
85	31.32	29.67	26.34	23.20	22.22	20.60
86	31.43	29.79	26.42	23.29	22.27	20.62
87	31.61	30.00	26.47	23.34	22.37	20.67
88	31.73	30.05	26.58	23.39	22.40	20.68
89	31.91	30.12	26.65	23.52	22.44	20.69
90	32.05	30.31	26.75	23.55	22.51	20.73
91	32.20	30.42	26.86	23.61	22.61	20.74
92	32.33	30.46	26.95	23.64	22.63	20.78
93	32.49	30.63	27.04	23.76	22.66	20.83

BOSS MACHINE TENDERS

Boss machine tenders or foremen on paper machines shall receive thirty-five (35) cents per hour per machine supervised higher than the rate paid to the highest paid machine tender for machines over 150 inches or 381 centimetres, and nine (9) cents per hour per machine over the highest paid machine tender for all machines under 150 inches or 381 centimetres. For example, a mill with four (4) machines, two (2) of them over 150 inches or 381 centimetres and two (2) less than 150 inches or 381 centimetres, would make the boss machine tender rate eighty-eight (88) cents per hour more than the highest paid machine tender.

BEATER ENGINEERS

Class A

Where practical skill in use of color is necessary and where supervision of stock preparation requires technical knowledge, the hourly rate for the Beater Engineer shall equal the average machine tender rate on machines to which he furnishes stock.

Class B

Where stock preparation is a process of mechanism and requires the carrying out of a definite formula only, the hourly rate for the Beater Engineer shall equal the average hack tender rate on machines to which he furnishes stock.

Class c

In newsprint mills where stock is dumped into main mixing tanks without distinction as to color or furnish for distinct or definite machines, the rate of Beater Engineer, or by whatever name he might be called, shall be equal to the prevailing rate of third hands in the mill he works.

In all newsprint mills the boss clothing man, or boss swiper, shall receive a rate not less than the highest paid third hand.

This wage schedule is specifically designed for newsprint paper machines but is intended that it be extended to other ground wood papers.

Paper machines making coated, book, hanging, catalogue, telephone directory and similar ground wood papers, shall be two (2) speed classes higher than machines making newsprint papers.

STOCK REGULATOR

Straight average of back tender rates in the mill, excluding the highest and the lowest back tender rates. Where there are only two rates paid for back tender the rate for Stock Regulator shall be the straight average of these two. Where there is only one rate paid for back tender, this shall also be the rate for Stock Regulator.

HEAD CLOTHING MAN - Highest Third Hand rate.

SPARE WINDERS - Will operate as required.

SPARE WINDERMAN - The rate for this occupation will be eight (8) classes below Third Hand on the slowest machine.

SPARE WINDER-FIRST HELPER - The rate for this occupation will be the average rate for all Fifth Hands at the location plus ten (10) cents.

SPARE WINDER-SECOND HELPER - The rate for this occupation will be eight (8) classes below Fifth Hand on the slowest machine.

"LIGHTWEIGHT" OR **NEWSGRAVURE**

Machine crews engaged in production of "Lightweight News", "Lightweight Roto News" or "Newsgravure" shall be paid as follows:

- a) "Lightweight News" and "Lightweight Roto News"

When on "Lightweight News" and "Lightweight Roto News", the mill will pay two (2) speed classes higher than the actual speed of the machine.

b) "Newsgravure"

When on "Newsgravure", the mill will pay only the Back Tender two (2) speed classes above the actual speed of the machine when the machine is operating with two (2) calender stacks or with one (1) calender stack, nine (9) nips.

In all of the above cases, there is no waiting period and the higher rates will be applied to the complete shift when the following conditions are met:

- i) the machine is run continuously on one of these special grades for eight (8) hours or more, and
- ii) the special run comprises four (4) hours or more of a shift.

SECTION 2 - **TAUX DES GRAISSEURS - OILERS' RATES**
SECTION 3 - **TAUX MÉCANICIENS ET AIDE-MÉCANICIENS**
SECTION 3 - MECHANICS AND MECHANIC HELPERS

La description des emplois de métiers mécaniques et de graisseur est donnée dans une brochure distincte intitulée "Specification - Métiers mécaniques et graisseurs de machines", qui fait partie intégrante de la présente Convention.

The specifications for the Mechanical Trades and Oilers' occupations are set forth in a separate booklet entitled "Specifications - Mechanical Trades and Oilers' Occupations" which forms part of this Agreement.

SECTION 2 - **TAUX DES GRAISSEURS** - OILERS' RATES
DALHOUSIE

<u>Emploi/Occupation</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>Flexibility Rate</u>	<u>95-05-01</u>
Classe E Class E	18.51	18.695	19.20	19.49
Classe D Class D	18.70	18.887	19.39	19.68
Classe C Class C	19.09	19.281	19.78	20.08
Classe B Class B	19.54	20.24	20.24	20.54
Classe A Class A	21.50	22.22	22.22	22.55
Graisseur, chef d'équipe 22.36 (Dalhousie) Head Oiler (Dalhousie)		23.08	23.08	23.43

SECTION 3
MÉCANICIENS ET AIDES-MÉCANICIENS - MECHANICS AND MECHANIC HELPERS

<u>Aides - Helpers</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>* FLEXIBILITY RATE</u>	<u>95-05-01</u>
Aide-mécanicien (sauf Aide-peintre) et Aide-électricien				
Mechanic Helper (other than Painter Helper) and Electrician Helper				
Classe) A	18.71	18.897	19.40	19.69
Class) B	18.52	18.705	19.21	19.50
Aide-peintre				
Painter Helper				
Classe) A	18.70	18.887	19.39	19.68
Class)				
 <u>Hommes de métier - Tradesmen</u>				
Mécaniciens (1) (2)				
Mechanics (1) (2)				
Classe) A	23.42	23.654	24.15	24.51
Class) B	19.92	20.119	20.62	20.93
C	19.32	19.513	20.01	20.31
Électricien (3)				
Electrician (3)				
Classe) A	23.48	23.715	24.22	24.58
Class) B	19.95	20.150	20.65	20.96
C	19.41	19.604	20.10	20.41

- * Taux payé après l'implantation de la flexibilité.
Rate paid after implementation of flexibility.

SECTION 3
MÉCANICIENS ET AIDES-MÉCANICIENS - MECHANICS AND MECHANIC HELPERS

Hommes de métier - Tradesmen (continued)	93-05-01	94-05-01	RATE	95-05-01
Peintre Painter				
Classe) 3	22.92	23.149	23.65	24.00
Class) B	19.57	19.766	20.27	20.57
Technicien en électricité Electrical Technician	24.24	24.48	24.98	25.36
Homme de métier, chef de groupe Lead Tradesman	(Voir note 4) (See note 4)			
Préposé à la Station Primaire Primary Station Operator	23.87	24.109	24.61	24.98

* **Taux payé après l'implantation de la flexibilité.**
 Rate paid after implementation of flexibility.

NOTE (1)

Taux payés au machiniste, mécanicien général, menuisier, ferblantier, tuyauteur, soudeur et certains emplois spéciaux mentionnés ci-dessous.

NOTE (2)

Mécanicien général, classe A - Une prime de dix (10) cents l'heure est payée pour les quarts de 4 heures à minuit et de minuit à 8 heures, lorsqu'un mécanicien général, classe A, travaille selon un horaire régulièrement établi, à l'entretien et à la réparation des machines à papier durant ces deux (2) quarts.

NOTE (3)

Taux payés aux électriciens, mécaniciens d'instruments, et certains emplois spéciaux mentionnés ci-dessous.

NOTE (4)

Homme de métier, chef de groupe - Lorsqu'un homme de métier de la Classe A ou B est chargé, tout en travaillant de diriger le travail d'un groupe d'au moins cinq (5) hommes dont au moins trois (3) sont des hommes de métier, ou d'un groupe d'au moins quatre (4) hommes qui sont tous hommes de métier et effectuent des travaux d'entretien ou de construction, il s'appelle homme de métier chef de groupe, et touche, en plus de son salaire régulier, dix cents (10¢) l'heure durant tout le temps où il exerce ces fonctions de responsabilité.

NOTE (1)

Rates paid to Machinist, Millwright, Carpenter, Tinsmith, Pipefitter, Welder and certain special occupations as listed below.

NOTE (2)

Millwright, Class A - A premium of ten (10) cents per hour will be paid on the 4 to 12 and 12 to 8 shifts to Millwrights, Class A, who are assigned

to duties of paper machine maintenance on a regularly scheduled basis during these two shifts.

NOTE (3)

Rate paid to Electrician, Instrument Man and certain special occupations listed below.

NOTE (4)

Lead Tradesman - Whenever a Class A or B tradesman has been assigned the responsibility of a work supervisor in a crew of not less than five (5) men of whom not less than three (3) are tradesmen or in a crew of not less than four (4) men who are all tradesmen to do maintenance or construction work, he shall be known as a lead tradesmen and shall be paid his regular rate plus ten (10¢) during such time as he exercises this responsibility

SECTION 3 - EMPLOIS SPÉCIAUX - SPECIAL OCCUPATIONS

<u>Emplois Spéciaux/ Special Occupations</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>• FLEXIBILITY RATE</u>	<u>95-05-01</u>
Mécanicien d'instruments, chef d'équipe Head Instrument Man	24.55	24.796	25.30	25.68
Électricien, chef d'équipe Head Electrician	24.55	24.796	25.30	25.68
Sous-contremaître - Inspecteur de la machinerie Sub-Foreman Machinery Inspector	24.14	24.381	24.88	25.25
Préposé à l'entretien des moteurs Motor Service Man	19.52	19.715	20.22	20.52
Technicien en instrumentation Instrumentation Technician	24.24	24.482	24.98	25.36
Meuleur de rouleaux Roll Grinder				
1re classe/1st class	24.19	24.432	24.93	25.31
2e classe/2nd class	20.70	20.907	21.41	21.73
3e classe/3rd class	19.93	20.129	20.63	20.94

- Taux payé après l'implantation de la flexibilité.

Rate paid after implementation of flexibility.

SECTION 3 - EMPLOIS SPÉCIAUX - SPECIAL OCCUPATIONS

<u>Emplois Spéciaux/ Special Occupations</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>• FLEXIBILITY RATE</u>	<u>95-05-01</u>
<u>Mécaniciens/Mechanics</u>				
Apprenti-Niveau 1/Apprentice-Level 1	18.52	18.705	19.21	19.50
Apprenti-Niveau 2/Apprentice-Level 2	18.71	18.897	19.40	19.69
Apprenti-Niveau 3/Apprentice-Level 3	19.32	19.513	20.01	20.31
Apprenti-Niveau 4/Apprentice-Level 4	19.32	20.119	20.62	20.93
Apprenti-Niveau 5/Apprentice-Level 5	20.90	21.109	21.61	21.93
Compagnon/Journeyman	23.42	23.654	24.15	24.52
<u>Électriciens/Electricians</u>				
Apprenti-Niveau 1/Apprentice-Level 1	18.52	18.705	19.21	19.50
Apprenti-Niveau 2/Apprentice-Level 2	18.71	18.897	19.40	19.69
Apprenti-Niveau 3/Apprentice-Level 3	19.41	19.604	20.10	20.41
Apprenti-Niveau 4/Apprentice-Level 4	19.95	20.150	20.65	20.96
Apprenti-Niveau 5/Apprentice-Level 5	20.98	21.190	21.69	22.02
Compagnon/Journeyman	23.48	23.715	24.22	24.58

* Taux payé après l'implantation de la flexibilité.
Rate paid after implementation of flexibility.

SECTION 3 - EMPLOIS SPÉCIAUX - SPECIAL OCCUPATIONS

**Emplois spéciaux classés dans l'échelle des mécaniciens et payés
au taux approprié à la classe**
**Special occupations classified on the mechanics scales
and paid the rate appropriate to the class**

Forgeron Blacksmith	<i>Classe B ou A Classe B or A</i>	Habilleur de tuyaux (<i>taux de la classe C plus 4 cents</i>) Pipe Coverer (<i>Class C rate plus 4 cents</i>)
Mécanicien - Machinerie lourde Heavy Equipment Mechanic	<i>Classe C, B ou A Class C, B or A</i> <i>Class C, B or A</i>	Briqueteur-maçon Brick Mason
		<i>Classe C, B ou A Class C, B or A</i>
Expéditeur de matériel Material Dispatcher	<i>Classe A Class A</i>	
Expéditeur de matériel Material Dispatcher	<i>Classe C Class c</i>	
Mécanicien de moteurs Motor Mechanic	<i>Classe B ou A Class B or A</i>	
Électricien - cour à bois Woodyard Electrician	<i>Classe B Class B</i>	
Opérateur - Électricité (machines à papier (1) Electric Operator (Paper Machines) (1)	<i>Classe B Class B</i>	

SECTION 3 - **EMPLOIS SPÉCIAUX** - SPECIAL OCCUPATIONS**Emplois spéciaux classés dans l'échelle des mécaniciens et payés
au taux approprié à la classe**

Special occupations classified on the mechanics scales
and paid the rate appropriate to the class

- (1) Opérateur - Électricité - Machines à papier - Cet emploi sera occupé de l'une ou l'autre des manières suivantes:
- a) par un Électricien recevant le taux de la classe "B" et effectuant les tâches reliées aux machines à papier et à l'équipement connexe, ou
 - b) par un Électricien "A" - d'équipe - qui, en plus des tâches énumérées ci-dessus au paragraphe a), effectuera du travail d'entretien en électricité dans d'autres zones de l'usine, selon les besoins.
- (1) Electric Operator - Paper Machines - This job will be covered in either of the following ways:
- a) by an Electrician receiving the "B" Class rate and performing duties connected with the Paper Machines and related equipment, or
 - b) by an "A" Electrician on shift who in addition to the duties outlined in a) above will do Electrical Maintenance work in other areas of the Mill as required.

SECTION 4A - RÉGIME DE CLASSEMENT DES EMPLOIS
SECTION 4A • JOB CLASSIFICATION PLAN

SECTION 4A

** - Voir Section 4C - See Section 4C -

Emploi Occupation	Classe et taux d'emploi Job and Rate Class
<i>BOIS - WOOD</i>	
Manutentionnaire de bois, chef d'équipe - general Head Woodhandler - General	9
Conducteur de grues/Crane Operator	13
Aide-conducteur de grues Crane Operator Helper	2
Débloqueur/Runner	8
Graisseur, Classe B Oiler, Class B	Voir Section 2 - Taux des graisseurs See Section 2 - Oilers' Rates
Préposé aux treuils - cour à bois Drag Line Operator	2
Préposé aux treuils - estacades Winch Operator Booms	2
Préposé aux câbles d'estacades Cable Man Booms	3
Manutentionnaire de bois - Convoyeur #243 Woodhandler Conveyor #243	2

Emploi Occupation	Classe et taux d'emploi Job and Rate Class
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BOIS - WOOD (suite, continued)

Cordage - Équipe de nettoyage Tying - Cleaning Crew	2
Manutentionnaire de bois - Convoyeur #244 Woodhandler Conveyor #244	2
Conducteur de bateau/Motor Boat Operator	5
Alimenteur - Convoyeur de déchiqueteuse Chipper Feed Conveyor Man	2
Préposé aux convoyeurs/Conveyor Man	1
Préposé au contrôle central Central Control Operator	15
Préposé à la salle de dégivrage (arrivée) De-Icing Chamber Operator - Inlet	4
Réparateur d'estacades, chef de groupe Boom Repairs - Lead Hand	3
Aide-réparateur d'estacades Boom Repairs Helper	1
Préposé aux treuils et au convoyeur portatif Drag Line and Portable Conveyorman	2
Nettoyeur - écorces/Bark Cleaner	2
Préposé à la salle de dégivrage (sortie) De-Icing Chamber Operator - Outlet	2
Nettoyeur general/Cleaner General	1

Emploi Occupation,	Classe et taux d'emploi Job and Rate Class
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BOIS - WOOD (suite, continued)

Manutentionnaire de bois - Convoyeur #206 Woodhandler Conveyor #206	2
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Conducteur chargeur Prentice Prentice Loader Operator	8
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Conducteur de déchargeur - Culbuteur Unloader - Pusher Operator	6
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Manutentionnaire de bois - Re-écorçage Woodhandler Rebarks	2
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Chargeur/Déchargeur (Drott) Loader/Unloader (Drott)	8
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PÂTE MÉCANIQUE - GROUNDWOOD

Nettoyeur/Cleaner	2
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Graisser, Classe B Oiler, Class B	Voir Section 2 - Taux des graisseurs See Section 2 - Oilers' Rates
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Défibreur, chef d'équipe Head Grinderman	15
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Défibreur/Grinderman	6
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Préposé aux épurateurs - pâte mécanique Operator - Groundwood Refiners	9
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Tamiseur/Screenman	11
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Préposé aux épaisseurs à la pâte Decker & Stock Man	6
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Emploi Occupation	Classe et taux d'emploi Job and Rate Class
<i>PATE MÉCANIQUE - GROUNDWOOD (suite, continued)</i>	
Opérateur de chargeuse automatique Automatic Loading System Man	6
Homme d'utilité/ Utility Man	4
<i>MACHINE A PAPIER - PAPER MILL</i>	
Nettoyeur/Cleaner	2
Graisseur, Classe A Oiler, Class A	Voir Section 2 - Taux des graisseurs See Section 2 - Oilers' Rates
Régulateur de pâte Stock Regulator	Voir Section 1 - Machines à papier See Section 1 - Paper Machines
Préposé aux batteurs/Beater Man	4
Conducteur de Machines Machine Tender	Voir Section 1 - Machines à papier See Section 1 - Paper Machines
Aide-conducteur de machines Back Tender	"
Troisième main/Third Hand	"
Quatrième main/Fourth Hand	"
Cinquième main/Fifth Hand	"
Sixième main/Sixth Hand	"
Manoeuvre/Labourer	1

Emploi Occupation	Classe et taux d'emploi Job and Rate Class
<i>PAPIER JOURNAL - EMBALLAGE/NEWS FINISHING (suite, continued)</i>	
Rembobineur/Rewinderman	6
Aide-rembobineur/Rewinderman Helper	4
Coordonateur d'Emballage/Wrapping Coordinator	11
Conducteur de chariot élévateur/ Fork Lift Operator	5
Aide-opérateur/Assistant Operator	5
Opérateur - adjoint senior Senior Assistant Operator	6
<i>ATELIERS DES MANDRINS (MANDRINS RÉUTILISABLES) CORE ROOM - RETURNABLE CORES</i>	
Préparateur de bobines/Core Preparer	6
Manutentionnaire de bobines (Tour) Core Handler Tour	3
Manutentionnaire de bobines (chevillage) Core Handler Capping	2
Manutentionnaire de bobines - mortaiseuse et emboutisseuse ** Core Handler Slotter & Crimper **	1
<i>PAPIER JOURNAL - EXPÉDITION ET ENTREPOSAGE NEWS SHIPPING AND STORAGE</i>	
Vérificateur, usine/Checker, Mill	11

Emploi Occupation	Classe et taux d'emploi Job and Rate Class
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ÉQUIPE DES HABILLEURS - CLOTHING CREW

Habilleur, chef d'équipe Head Clothing Man	Voir Section 1, Machines à papier See Section 1, Paper Machines
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Habilleur Clothing Man	12
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Aide-habilleur Clothing Man Helper	6
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Aide-habilleur - débutant (1) ** Clothing Man Helper - Beginner (1) **	2
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(1) Aide-habilleur - débutant - Ce taux s'applique durant la première année de service à titre d'aide-habilleur débutant. Si son travail est satisfaisant, l'aide-habilleur débutant est promu aide-habilleur après 2080 heures de travail réel. Le temps travaillé sur une base de suppléance comme aide-habilleur est entré dans le calcul des 2080 heures.

(1) Clothing Man Helper - Beginner - This rate will apply during the first year of service as a Clothing Man Helper. If work is satisfactory, a Clothing Man Helper Beginner will be promoted to Clothing Man Helper after 2080 actual hours.

PAPIER JOURNAL - EMBALLAGE/NEWS FINISHING

Manoeuvre/Labourer	1
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Graisneur (emballage), Classe C Oiler Finishing, Class C	Voir Section 2 - Taux des graisseurs See Section 2 - Oilers' Rates
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Remballeur/Re-wraps	7
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Emploi Occupation	Classe et taux d'emploi Job and Rate Class
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PAPIER JOURNAL - EXPÉDITION ET ENTREPOSAGE
NEWS SHIPPING AND STORAGE (suite, continued)

Conducteur de tracteur (en ballage) Tractor Operator (Shipping)	11
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Préparateur - Arrimeur de wagon Car Preparer - Bracer	4
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Conducteur de chariot élévateur à pinces Clamp Truck Operator	7
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Homme de service/Utility Man	7
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Nettoyeur/Cleaner	1
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S.C.M.P.

Opérateur/Operator	24
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Aide-opérateur/Assistant Operator	18
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Homme de service - Conducteur de chariot élevateur SBK SBK Lift Truck Operator - Utility Man	4
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PRODUCTION DE VAPEUR - STEAM PLANT

Manoeuvre/Labourer	1
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Mécanicien de machines fixes, chef d'équipe/Head Operator	28
--	----

Chauffeur A ("Haug Fuel & Oil-fired boiler") Fireman A (Haug Fuel & Oil-fired boiler)	18
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Emploi	Classe et taux d'emploi
Occupation	Job and Rate Class

PRODUCTION DE VAPEUR - STEAM PLANT (suite, continued)

1er Chauffeur/First Fireman	15
Aide-chauffeur/Fireman Helper	5
Nettoyeur de chaudières ** Boiler Cleaner **	1
Inspecteur A (chauffage) Heating Inspector A	14
Nettoyeur - Système de ventilation Cleaner - Ventilating System	2

ÉNERGIE - TURBINE - TURBINE POWER

Préposé aux turbines (machines à papier) Turbine Operator (Paper Machines)	17
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ÉNERGIE ÉLECTRIQUE - ELECTRIC POWER

Préposé à la station primaire Primary Station Operator	Voir Section 3 - Taux des mécaniciens See Section 3 - Mechanics' Rates
Préposé au fonctionnement électrique (machine à papier), (Électricien, Classe B ou A)	"
Electric Operator (Paper Machine) (Electrician, Class B or A)	"

Emploi	Classe et taux d'emploi
Occupation ;	Job and Rate Class

EMPLOIS A L'EXTÉRIEUR - YARD SERVICES

Préposé à l'équipement/Equipment Operator	7 P.E.
Conducteur de grues mobiles Mobile Crane Operator	14
Manoeuvre/Labourer	2
Scrrre-freins/Brakeman	6
Cheminot, chef d'équipe/Head Trackman	6
Manoeuvre - Égoûts/Labourer - Sewers	2

BUREAUX (PRODUCTION) - OFFICE PRODUCTION

Commis stagiaire Clerk Beginner	Voir Section 5 - Taux des commis See Section 5 - Clerks' Rates
Commis junior/Clerk - junior	"
Commis intermédiaire Clerk - intermediate	"
Commis senior/Clerk - senior	"

EMPLOIS DIVERS (A L'INTÉRIEUR)INDOOR GENERAL

Préposé à l'expédition du matériel (mécanicien, Classe A) Material Dispatcher (Mechanic, Class A)	Voir Section 3 - Mécaniciens See Section 3 - Mechanics
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Emploi	Classe et taux d'emploi
Occupation	Job and Rate Class

EMPLOIS DIVERS (A L'INTÉRIEUR)|INDOOR GENERAL*(suite, continued)*

Préposé à l'expédition du matériel (mécanicien, Classe C)	Voir Section 3 - Mécaniciens
Material Dispatcher (Mechanic, Class C)	See Section 3 - Mechanics
Nettoyeur/Cleaner	1
Manoeuvre - Manutentionnaire du fret	3
Labourer/Freight Handler	
Magasinier, Classe A (huiles et graisses)	Voir Section 2 - Taux des graisseurs
Oil Keeper, Class A	See Section 2 - Oilers' Rates
Conducteur de chariot automoteur (magasins)	6
Truck Operator (Stores) Inside Mechanical	

PROTECTION (INCENDIE) - FIRE PROTECTION

Gardien (prevention incendie)	3
Fire Watch	
Préposé à la vérification do système de feu (usine)	6
Fire System Checker (Mill)	

SERVICES TECHNIQUES - PAPIER JOURNAL/TECHNICAL NEWS

Essayeur de pâte/Pulp Tester	6
Manutentionnaire de rouleaux et contrôle de la Qualité/Quality & Roll Handler	17 P.E.

Emploi Occupation	Classe et taux d'emploi Job and Rate Class
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SERVICES TECHNIQUES - PAPIER JOURNAL/TECHNICAL NEWS
(suite, continued)

Essayeur de qualité du papier Paper Quality Tester	6
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Aide senior de laboratoire Senior Lab Assistant	17
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Aide de laboratoire/Lab Assistant	12
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Technicien - Manutentionnaire de produits chimiques/Chemical Handler Technician	6
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RÉPARATIONS ET ENTRETIEN/REPAIRS & MAINTENANCE

Conducteur de chariot automoteur Mechanical Truck Operator	6
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SECTION **4B**
TAUX SPÉCIAUX "RED CIRCLE" - RED CIRCLE RATES

Taux devant être payés aux employés ayant droit au statut dit de "taux spéciaux;" ("red circle") lorsqu'ils assument les fonctions des emplois suivants.

Rates to be paid employees entitled to Red Circle status while performing the duties of the following occupations.

DALHOUSIE

<u>Emploi/Occupation</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>95-05-01</u>
<i>MACHINES A PAPIER - PAPER MILL</i>			
Aide-habilleur - débutant Clothing Man Helper- Beginner	\$18.29	\$18.473	\$18.75
<i>PAPIER JOURNAL - EMBALLAGE</i>			
<i>NEWS - FINISHING</i>			
Manutentionnaire de bobines mortaiseuse & emboutisseuse Core Handler - Slotter & Crimper	\$18.08	\$18.261	\$18.53
<i>PRODUCTION DE VAPEUR</i>			
<i>STEAMPLANT</i>			
Nettoyeur Cleaner	\$18.10	\$18.281	\$18.56

SECTION 4C
TAUX DE L'EMPLOI/RATES
ECHELLE-R.C.C./J.C.P. SCALE

Classe <u>Class</u>	<u>93-05-01</u>	<u>94-05-01</u>	<u>95-05-01</u>
1	18.05	18.231	18.50 <i>Bas</i>
2	18.285	18.468	18.745
3	18.48	18.665	18.94
4	18.695	18.882	19.17
5	18.94	19.129	19.42
6	19.185	19.377	19.67
7	19.41	19.604	19.90
8	19.615	19.811	20.11
9	19.88	20.079	20.38
10	20.16	20.362	20.67
11	20.42	20.624	20.93
12	20.69	20.897	21.21
13	20.97	21.178	21.50
14	21.27	21.483	21.81
15	21.56	21.776	22.10
16	21.87	22.089	22.42
17	22.18	22.402	22.74
18	22.56	22.786	23.13
19	22.85	23.079	23.425
20	23.20	23.432	23.78
21	23.52	23.755	24.11
22	23.81	24.048	24.41
23	24.13	24.371	24.74
24	24.51	24.755	25.13
25	24.81	25.058	25.43
26	25.14	25.391	25.77
27	25.45	25.705	26.09
28	25.81	26.068	26.46
29	26.12	26.381	26.78
30	26.46	26.725	27.13
31	26.79	27.058	27.46

SECTION 5 - TAUX DES COMMIS - CLERKS RATES

Partie I - Taux Horaires - Part I - Hourly Rates

Emploi/Occupation	<u>93-05-01</u>	<u>94-05-01</u>	<u>95-05-01</u>
COMMIS DE DÉPARTEMENT (2)			
<u>DEPARTMENT CLERK (2)</u>			
Commis stagiaire (1) Clerk Beginner (1)	\$18.05	\$18.231	\$18.50
Commis junior Clerk Junior	\$18.33	\$18.513	\$18.79
Commis intermédiaire Clerk Intermediate	Voir Grade 5 - Échelle des Salaires See Grade 5 - Salary Scale		
Commis senior Clerk junior	Voir Grade 6 - Échelle des Salaires See Grade 6 - Salary Scale		

SECTION 5 - TAUX DES COMMIS - CLERKS RATES

Partie I - Taux Horaires - Part I - Hourly Rates

- (1) **Commis stagiaire de département** - Le taux établi doit s'appliquer pour une période d'au plus six (6) mois, à tous les employé qui, sans expérience préalable, débutent comme commis de bureau dans un département. Après un stage d'au plus six (6) mois, le nouveau commis commence à toucher le taux prévu pour l'emploi de commis auquel il est affecté ou si ses services ne sont pas satisfaisants, il est affecté à un autre emploi ou congédié s'il n'y a pas d'autre emploi vacant.
- (1) **Clerk Beginner** - The established rate is to apply to all inexperienced beginning departmental clerical employees for a period not exceeding six (6) months. At the end of not more than six (6) months as a beginner clerk, the employee will be advanced to the appropriate rate for the clerical job to which he is assigned, or, if not satisfactory, will be transferred to another occupation, or released if no other occupation is open.
- (2) **Employés rémunérés à l'heure affectés comme suppléants à des emplois salariés** - Ci-dessous, les taux applicables lorsqu'un employé rémunéré à l'heure est affecté comme suppléant à un emploi salarié:

Taux horaire

Grade 4 et au-dessous Taux de commis junior

- (2) **Hourly paid employees replacing on salaried jobs** - When an hourly paid employee replaces on a salaried job the following rates should be paid:

Hourly Rate

Grade 4 and under Junior Clerk's Rate

SECTION 5 - CLERKS RATES

PARTIE II - SALARY SCALE

1. Intermediate Clerks shall be paid in accordance with the salaries set forth in Grade 5 of the attached salary scale. Senior Clerks shall be paid in accordance with the salaries set forth in Grade 6 of the attached salary scale.
2. On January 1, 1971 permanent incumbents of intermediate and senior clerical jobs who are hourly paid will:
 - a) be transferred to salary status and placed on the salary scale at the applicable service level in Grade 5 if they are intermediate clerks; Grade 6 if they are Senior clerks. However, none of these employees shall receive a monthly salary which is less than 40 hours per week times 52 weeks per year, times his classified rate divided by 12, as a result of the transfer. Employees in receipt of salaries excess of the maximum of the grade in which their job falls will be considered Red Circle and will be subject to the provisions applicable to other Red Circle employees governed by this salary scale;
 - b) receive pay in lieu of the first two weeks of vacation entitlement earned by virtue of their service as hourly paid employees in 1970;
 - c) become eligible for vacation under the terms of the vacation plan governing salaried clerical employees in the mill;
 - d) work the hours and be governed by the working conditions in effect in the mill for salaried clerical employees engaged in similar occupations.
3. Hourly paid employees who replace on intermediate or senior clerical jobs in the union's jurisdiction will be paid on a temporary salary basis. Replacements for Intermediate Clerks shall be paid

FONCTIONNEMENT DE 7 JOURS

' I - DAY OPERATION

1^{er} MAI 1993 - 30 AVRIL 1994/MAY 1, 1993 - APRIL 30, 1994

GRADE	3	4	5	6	7	8	0	10
Minimum	2764.77	2837.66	2996.71	3072.91	3168.25	3267.69	3395.05	3508.51
6 mois/months	2788.94							
0 mois/months		2869.46		3118.72				
1 an/year			3035.41		3222.57	3351.22	3470.06	3587.19
15 m&/months	2814.36							
18 mois/months		2901.42		3166.65				
2 ans/years			3069.65		3277.89	3418.87	3543.25	3684.59
27 mois/months	2842.63							
30 mois/months		2934.07		3214.57				
3 ans/years					3354.86	3486.55	3633.39	3763.33
39 mois/months	2877.78		3101.34					
42 mois/months		2975.12		3262.55				
4 ans/years					3417.08	3554.18	3706.55	3843.83
54 mois/months			3175.99	3370.76				
5 ans/years					3531.43	3689.20	3849.96	4007.80

at the level of Grade 5 which their accumulated service as Intermediate Clerk entitles them to. Replacements for Senior Clerks shall be paid at the level of Grade 6 that their accumulated service as a Senior Clerk entitles them to. These replacements shall be subject to the hours of work and overtime provisions applicable to salaried clerical employees, however, all their other conditions of work will be those pertaining to their basic status as hourly paid employees.

4. Hourly paid employees who become permanently classified Intermediate or Senior Clerks subsequent to January 1, 1971 will:
 - a) be transferred to salary status immediately. Their salary level on the salary scale will be determined by their accumulated service in Grade 5 if they are classified as Intermediate Clerks, in Grade 6 if they are classified as Senior Clerks;
 - b) receive, on January 1, following their transfer, pay in lieu of the first two weeks of vacation earned in the year in which the transfer **occured**;
 - c) effective the January 1, following the transfer, become eligible for vacation under the terms of the vacation plan governing salaried clerical employees in the mill;
 - d) immediately work the hours and be governed by the working conditions in effect in the mill for salaried clerical employees engaged in similar occupations.
5. Salaried employees who replace on higher rated salaried jobs will be paid in accordance with the provisions governing salaried employees in the mill.

FONCTIONNEMENT DE 7 JOURS

7-DAY OPERATION

1^{er} MAI 1994 - 30 AVRIL 1995/MAY 1, 1994 - APRIL 30, 1995

GRADE	3	4	5	6	7	a	9	10
Minimum	2792.42	2866.04	3026.68	3103.64	3199.93	3300.37	3429.00	3543.60
6 mois/months	2816.83							
9 mois/months		2898.15		3149.90				
1 an/year			3065.76		3259.80	3384.73	3504.76	3623.06
15 mois/months	2842.50							
18 mois/months		2930.43		3198.32				
2 ans/years			3100.35		3310.67	3453.06	3578.68	3721.44
27 mois/months	2871.06							
30 mois/months		2963.41		3246.72				
3 ans/years					3388.41	3521.42	3669.72	3800.96
39 mois/months	2906.56		3132.35					
42 mois/months		3004.87		3295.18				
4 ans/years					3451.25	3589.72	3743.62	3882.27
54 mois/months			3207.75	3404.47				
5 ans/years					3566.74	3726.09	3888.46	4047.88

**FONCTIONNEMENT DE 7 JOURS
7-DAY OPERATION**

1^{er} MAI 1995 - 30 AVRIL 1996/MAY 1, 1995 - APRIL 30, 1996

GRADE	3	4	5	6	7	a	9	10
Minimum	2834.31	2909.03	3072.08	3150.19	3247.93	3349.88	3480.44	3596.75
6 mois/months	2859.08							
9 mois/months		2941.62		3197.15				
1 an/year			3111.75		3303.62	3435.50	3557.33	3677.41
15 mois/months	2885.14							
18 mois/months		2974.39		3246.29				
2 ans/years			3146.86		3360.33	3504.86	3632.36	3777.26
27 mois/months	2914.13							
30 mois/months		3007.86		3295.42				
3 ans/years					3439.24	3574.24	3724.77	3857.97
39 mois/months	2950.16		3179.34					
42 mois/months		3049.94		3344.61				
4 ans/years					3503.02	3643.57	3799.77	3940.50
54 mois/months			3255.87	3455.54				
5 ans/years					3620.24	3781.98	3946.79	4108.60

APPENDIX G

6 - 3 SCHEDULE

The provisions of the collective Agreement will apply unless they are specifically modified or restricted by the present agreement.

A weekly schedule providing for a normal work week averaging thirty-seven and one-third (37-1/3) hours, distributed over a nine (9) week period, and called "6-3", will be implemented on a voluntary basis per department for those employees whose task is covered by the Papermakers Scale or the Job Classification Plan, in as much as it be regularly scheduled on a continuous basis of seven days per week. **This** will also apply to Tradesmen and Oilers classified on a task regularly scheduled on shifts on a seven day per week continuous basis.

This implementation will become effective at a date mutually acceptable for both signatory parties to this agreement, and preferably on January 1st of each year, inasmuch as the employees of the department concerned make the request at least six (6) months in advance. This period may be shorter should the operating requirements of the department allow it.

The implementation of this schedule will be subject to the following provisions:

1. a) The normal work week, according to this "6-3" schedule, will be defined as being of a duration of nine (9) days, composed of six (6) consecutive days of work, and three (3) consecutive days off.
 - b) An intermediate cycle is defined as a period of nine (9) calendar weeks comprising seven (7) periods of work.
 - c) A complete cycle comprises three (3) intermediate cycles spread over a period of twenty-seven (27) calendar weeks. Once this cycle expires, the new cycle proceeds identically.
2. a) It is agreed that one year after the implementation of this schedule, and every year thereafter, the normal forty hour schedule will be **re-established**, should the Company deem that

the mill efficiency is adversely affected by this new formula. In such a case, a two week advance notice will be given to the Union before **re-establishing** the normal forty (40) hour schedule.

- b) In the event that the Mill operation is interrupted (temporary shutdown), the 6-3 schedule will be carried on just as if there had been no interruption and, at the resumption of the operations, those employees assigned to this schedule will return to work according to the uninterrupted schedule cycle.

If, during this temporary shutdown period, employees are required to maintain certain departments in operation, said employees will be scheduled according to the procedures to be established locally.

- c) Should the Mill operation be shorter than seven (7) days per week over an extended period, the Union shall be so advised. The "6-3" schedule will be automatically cancelled and a new schedule will be established immediately. If, later on, the seven (7) day Mill operation is **re-established**, the "6-3" schedule will be **re-implemented** just as if there had been no interruption.
- 3. The implementation of the present agreement shall entail no additional cost to the Company. Consequently, effective with the implementation of this schedule, the premium to be paid under the Productivity Improvement Plan (January 15, 1975 Agreement; amended by Administrative Statement - 1984 Labour Negotiations) will be reduced by 2.5%. Frequency of payments under said Plan will be modified and said payments will be made at the end of each four (4) periods of twenty-eight (28) days, based on the average results for said periods. Such premium reduction will apply to all employees who are scheduled on the "6-3" schedule. **The** provisions of this paragraph may be modified should the resulting additional costs not be recovered.
 - 4. According to said schedule a normal week is defined as being of a duration of nine (9) days, comprising six (6) consecutive days worked followed by three (3) consecutive days off. However, the Company

- .. reserves the right to **modify** the days off in the event that there are no qualified employees left to maintain an efficient operation, due to an abnormally high number of employees absent on a shift.
5. a) Permanent promotions will take place once per year, that is January **1st** of each year or at the end of a complete cycle of twenty-seven (**27**) weeks as determined locally, on the basis of an employee's job seniority within his line of progression. Effective on said date the cycle in progress, although incomplete, will be terminated and a new complete cycle shall begin again.
 - b) When it is necessary to temporarily replace employees who are absent, promotions or transfers will take place on each shift, provided that the employees possess all the qualifications to obtain the promotion. It is agreed, however, that for temporary promotions or transfers the seniority principle will remain, but in no case is such seniority to be used as job seniority on the higher job.
 6. Regular employees, as well as spares scheduled in advance according to the "**6-3**" schedule, will be paid the overtime rate for all hours worked beyond their regularly scheduled hours taking into account the exceptions set forth in the Labour Agreement. However, with regards to spare employees not entered on the schedule, their normal work week will be of forty (**40**) hours, that is Sunday to Saturday, and they will be governed by the Collective Agreement with regards to payment of overtime.
 7. The regular weekly pay will be based on the time worked during the preceding calendar week, that is from Sunday to Saturday.
 8. Employees will take their vacations according to the work schedule and not from Sunday to Saturday; in other words, if the work period begins on Saturday the employee on vacation during that period would be absent from work until the next week, that is, for six (**6**) consecutive working days followed by three (**3**) days off.

- 9.** a) Any vacation pay payable according to Articles **B4.01** and **B5.01** is increased by **20%** for employees working on the **6-3** schedule.

b) Employees working on a 12 hour shift schedule (**4** on, 4 off basis) who are required to take their vacations in blocks of 4 consecutive days per week of vacation rather than on a calendar week basis will be entitled to a vacation pay adjustment as described in paragraph a) above.
- 10.** In case of minor problems in the application of the present agreement, the Union and the Company will meet for the purpose of trying to find a solution to said problems.

ADMINISTRATIVE STATEMENTS

May 1, 1973-

1. Weekly Indemnity - C/Q.P.P. Off-Set

When it becomes apparent to the Insurance Carrier that an employee's disability or sickness would be likely to qualify him for Canada/Quebec Pension Plan disability benefits, the Insurance Carrier will so advise the Company. The appropriate member of Management will so notify the employee and make the appropriate arrangements with him re application for C/Q.P.P. benefits. The employee's Weekly Indemnity benefits will not be reduced until he is in receipt of C/Q.P.P. benefits. The employee will be required to sign over to the Company any C/Q.P.P. benefits received covering a period during which the employee received his full Weekly Indemnity entitlement under the Company plan.

2. Clerical Salary Scale

The Clerical Salary Scale is now administered so that an employee receives service credit for all time worked in a grade either as a permanently classified employee or as a temporary replacement. This time counts for purposes of determining an employee's service level in that grade. Further, when an employee replaces temporarily on a higher graded job, the time worked on the higher graded job counts for purposes of calculating his service in the grade in which he is permanently classified.

3. Scheduling Mechanics

When possible, Maintenance Department Employees will be scheduled for two (2) consecutive days off.

*** 4. Vacation Replacements**

Vacation Replacements are permanently classified in a department on a year-round basis, and as such acquire service rights within the department. Permanent vacancies in this classification are posted in

accordance with Article **V**. For purposes of administering the provisions of Article **V**, paragraphs 5 a) and 6), a pool will be made of employees permanently classified as vacation replacements and on the **recognized** entry job in a department. The junior in point of mill service in the resulting pool will be the first to be laid off from the department. **The** employee so displaced may exercise his mill service to displace the most junior employee classified as a vacation replacement or on the entry job in a similar pool in another department. Employees in the pool in the receiving department will be assigned to the entry job or the vacation replacement classification on the basis of mill service. The most junior employee in point of mill service will be classified as vacation replacement.

The Company intends to continue Section 98. Section 98 will be included in the Labour Agreement. (1984 Local Agenda - local 146).

5. Classification

If an employee works for sixty (60) consecutive days on a job for which there is no permanently classified incumbent, the Company agrees to review with the Union the duration of the job and if it should be a part of the permanent mill establishment. If the job becomes part of the permanent establishment, it will be posted in accordance with the provisions of Article **V**. If it is decided the job should not be part of the permanent establishment, and it is still in existence after a further sixty (60) days, it will then be posted in accordance with Article **V**.

6. Scheduling of Employees

Under normal conditions, when the mill is operating full, regularly classified employees will be scheduled for not less than eight (8) hours per day.

7. Supervisory Personnel

It is not the Companies' intention to have supervisory personnel regularly or systematically perform the work of the employees they supervise. The mill manager will take steps to ensure that all

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supervisory personnel are aware of this. However, it is possible for misunderstandings to arise but these cannot be dealt with except on a specific and individual basis. The Company will deal promptly with any such specific cases presented by the Union.

May 1, 1976

1. Appendix A

Paragraph A7.02 - Unrelated Jobs

A call-in is for the purpose of restoring to productive operation, a piece of equipment or a part of the process which has broken down. All work involved in accomplishing this objective is "Related". If, while in the mill for a job or purpose as described above an employee is assigned to work on a unit or part of the production process which is completely distinct from that for which he was first called in - this is "Unrelated" work.

It would be completely impossible to write a complete catalogue describing all possible examples of "Unrelated Jobs". This clause must be applied with common sense and a recognition of the intent behind it -which was to prevent the abuse inherent in a situation in which employees were assigned work unnecessarily while in the mill for another purpose.

May 1, 1978

1. Job Classification Plan

Whenever the evaluation committee meets and arrives at a final evaluation, they will call a meeting of the local committee to communicate the results and answer any questions if necessary.

2. Tools

Employees who require tools as a condition of employment, may purchase these from the Company at Company purchase price.

3. Apprenticeship Program

An Apprenticeship Program, acceptable to both the Union and the Company, may be introduced by mutual agreement in the mill where Management deems it necessary to develop the required trade skills. Prior to implementation, the Plan will be fully discussed with the Union.

4. Leaves of Absence (Amended • Administrative Statement **1987:1990**)

Leaves of Absence without pay to seek or hold elective provincial, federal or municipal government office for one term will be granted upon request. Such leave is not renewable.

Leaves of Absence without pay to work for National Union may be granted. Such leave will be subject to renewal every six (6) months, up to a maximum leave of four (4) years.

Leaves of Absence without pay to attend Union educational courses may be granted.

Requests for Leaves of Absence should be submitted on the form provided for that purpose, to the employee's supervisor, at least two (2) weeks in advance of the requested leave.

Any employee on the payroll is eligible provided his request is justified and the granting of the leave of absence will not interfere with Mill operating requirements.

Company insurance coverage will be as follows:

a) Group Life Insurance

Full coverage will be continued, at no cost to the employee, to the end of the calendar month during which the Leave of Absence begins. Coverage will be cancelled at that time unless the employee pays in advance the premiums applicable for the balance of the leave.

b) Weekly Indemnity

This insurance will be cancelled effective the day the Leave of Absence begins.

c) Hospital, Surgical Plan

Company contributions, where applicable, will cease first of the month following the effective date of the leave.

The employee shall retain his rights to the job he held at the time the leave was granted.

5. During a period of curtailment such work as may become available on special jobs, outside of departments which may be operating, will be assigned on the basis of mill service provided the employee is physically capable of doing the work and can do so without training.

May 1, 1980

1. * Avenor Inc. Employees' Retirement Plan

A complete and updated copy of **Avenor Inc. Employees' (1946)** Retirement Plan covering the employees who are members of local unions signatory to this Agreement, will be remitted to each local unit as well as to the National Union.

2. Group Insurance Plan Master Policy

Copy of the Group Insurance Plan master policy covering the employees who are members of local unions signatory to this Agreement, will be remitted to each local unit, as well as to the National Union.

3. Adjustment of Complaints

As a **matter** of administrative policy the Company is prepared to accept complaints at the step where the mill manager intervenes, when after discussion with the Union, it is evident that all the complaints arise from the same circumstance and the normal procedure set forth in Article 14 would require that the same complaint be discussed with several foremen and superintendents from different departments.

Any agreement reached to waive the initial steps of the procedure in a particular case will be in writing.

4. Clerks' Salary Scale

Salaried **Office** Clerks under the jurisdiction of Communications, Energy and Paperworkers Union of Canada will receive their general increase on the same date as the mill hourly-paid employees.

May 1, 1982

BENEFIT COVERAGES • EMPLOYEES ON LAY-OFF

1. Weekly Indemnity and Long Term Disability Insurances are cancelled date of lay-off. Coverages are reinstated automatically the first day employee returns to work. Employees who are receiving Weekly Indemnity benefits at the time a lay-off occurs will continue to receive such benefits for as long as they qualify, however, other benefits will be treated as in the case of other laid-off employees. LTD benefit payments to an employee who otherwise qualifies will not commence at a time when the employee would be on lay-off.

2. Dental Plan • Medical Coverage

Employee deductions cover the month following that in which the deductions are made. The Company contribution is made at the end of the month for time worked during the month. The employee who is laid-off after the premium is paid to the insurer for the month in which the lay-off occurs will be covered to the end of that month.

The employee who does not wish to keep his coverage in force during lay-off will be reimbursed for any contributions he has made during the month in which the lay-off occurs.

The employee who wishes to keep the benefit in force for up to 6 months following lay-off may do so on a month by month basis by paying the full premium before the end of the month less any premium deducted from earnings in the month the lay-off occurs and the applicable portion of the employer's contributions, pro-rated over the time worked that month. An employee who is recalled during a month will be expected to make up the difference, if any, between the full cost of the premium and the amount deducted from earnings before the end of the month in which he returns to work and the employer's contribution applicable to the time worked that month to cover the premium for coverage in the following month.

3. Life Insurance coverage may be kept in force up to six (6) months following lay-off provided the employee pays the premium in

advance. The plan provides a 31 day conversion privilege (no medical, examination required) from date of cancellation. An employee in receipt of Weekly Indemnity benefits at the time the lay-off occurs may keep the life insurance in force for six (6) months or the balance of the period of eligibility for Weekly Indemnity benefits, whichever is the longer, provided he pays the premiums. **Company contributions to the Union's Optional Additional Life Insurance Plan** will cease during lay-off and will be **re-instated** on the same basis as Company Dental and Medical contributions.

4. Accidental Death and Dismemberment coverage is cancelled date of lay-off. Coverage is automatically reinstated date of return to work.

May 1, 1984

1. **Productivity Improvement Plan**

The provisions of the Productivity Improvement Plan (PIP) (January 15, 1975) will be **amended to delete** any reference to the payment of **production** bonus based on the average results of all mills concerned.

Thus, effective with the first complete period of 28 days following ratification, any production bonus will be calculated on the basis of the respective results obtained in each individual mill, independently from results obtained in other mills. This new method of calculation will also prevail for each 4 periods of 28 days, the average of which is reduced by 2.5% as per the provisions governing the 6-3 schedule (Appendix G of the Collective Agreement).

2. **Workers' Compensation (CSST)**

Notwithstanding the terms of Article E5.01 of this agreement employees who, on date of ratification (i.e. September 14, 1984), are receiving full Workers' Compensation (CSST) benefits may, upon completion of 52 consecutive weeks of disability avail themselves of the terms of the new sub-section: "Workers' Compensation" of

Article **E1.02** relative to the **LTD** plan, providing they 'satisfy the requirements of this article.

It is agreed however that with regards to all other benefits covered in Appendix "E", the level of wages and benefits will be the ones which were in force on the onset of the employee's disability.

3. Update of Classifications

During the life of this collective agreement, representatives from Management and the Union will meet at the mill to update the classifications listed in Appendix "F" of the agreement. The objective of such update will be to add the new classifications, adjust the reevaluated classifications and delete classifications which no longer exist.

May **1, 1987**

1.* The Company will update all classifications listed in Appendix F of the Agreement prior to the printing of the 1993-1998 labour agreement booklet.

2. During the life of this labour agreement, the Company will prepare and issue to each employee a retirement booklet **summarizing** the main provisions of the Canadian Pacific Forest Products Limited retirement plan as it applies to primary mill employees covered by this agreement.

3. Communications

The Company will provide bilingual versions of all official notices issued to employees or the Union. The Company will correspond with the unions in the language of their choice. A translated version of such correspondence will be provided on request within reasonable time, pending availability of translators.

4. Notwithstanding the provisions of Appendix G section 3, the Company has no intention of increasing the percentage of reduction of the Productivity Improvement Plan for having granted a 20% increase vacation pay to employees working on the 6-3 schedule.
5. Repair and maintenance employees subject to be called to answer breakdowns or emergencies of the mill will be supplied with "pagers". **The organization** and conditions governing these employees will be established by mill Management. These employees will be paid in accordance with the terms of the call-in clauses of the collective agreement.

Note: **The** implementation of this system is subject to a mutual agreement between the local parties involved.

May 1, 1990

1. JOB ASSIGNMENT FLEXIBILITY

A- Maintenance Department Employees

The Company **recognizes** the need to have many different trades and qualified Tradesmen in each of those trades when required and will continue to assign them on the basis of their respective **competencies**, however,

1. Mutual Assistance - Day Tradesmen

Whenever a maintenance or repair job is performed, Tradesmen will normally be assigned tasks related to their primary skills. However, when a job requires the **utilization** of more than one Tradesman or trade, Tradesmen will work as a team and assist each other to the fullest of their capabilities in the performance of their respective tasks.

A Day Tradesman who is called-in will be governed by the provisions of Section A1 for the time required to perform the job for which he has been called-in.

2. **Flexibility - Shift Tradesmen**

Shift Tradesmen working alone or on a team will perform, on a mill-wide basis and to the fullest of their **capabilities**, all required maintenance and repair work regardless of their trade.

NOTE: Effective at the time of implementation of these changes, shift Tradesmen will receive an adjustment of **0.50¢** per hour over their classified rate.

3. The above provisions replace all practices and/or verbal or written Agreements which contravene or prevent the application of this flexibility.
4. **The** Company will provide training, if required, so that the proposed changes are implemented progressively and safely.

B- Adjustments

In consideration of increased efficiency expected at the mill as a result of the implementation of the above proposals, the Company agrees to pay the following adjustments effective the first Sunday following ratification:

Tradesmen Class A and above:	0.50¢
Tradesmen Class B :	0.25¢
Tradesmen Class C :	0.15¢

C- Employment Security

No Tradesman or Tradesman Helper regularly classified as of the date of ratification will be laid off as a direct result of the application of the job assignment flexibility concept described above. Any resulting manpower reduction within this group of

- * employees will, when applicable, be carried out through attrition only.
- a) Tradesmen and Tradesmen Helpers currently laid-off or hired on a temporary basis are not protected.
- b) This employment security provision applies only to manpower reduction among Tradesmen or Tradesmen Helpers resulting directly from the job assignment flexibility concept and does not apply to manpower reductions resulting from technological changes, market conditions, reductions of operations, partial or total shutdown of a piece of equipment or a mill, etc., unless such protection is specifically provided by other express provisions of the Labour Agreement.
- c) Any Tradesman or Tradesman Helper hired after the date of ratification of this Memorandum of Agreement will not be protected by the above employment security provisions.
- d) Each Local concerned will receive a list of employees covered by the above employment security provisions.

* **2. FLEXIBILITY**

The implementation of the flexibility concept is a continuous improvement process requiring the commitment of management, unions and employees.

To achieve this objective, it is essential to develop a constructive approach which will allow everyone to participate as partners in the efficient **reorganization** of our work environment.

The concept of work **reorganization** and job assignment flexibility is designed to improve the productivity of the **Dalhousie** mill and the long-term employment security of mill employees along with the implementation of the **TMP** project. **The** main elements are:

1. Maintenance Department

- a) Tradesmen, helpers and oilers working alone, or as part of a team, will perform on a mill-wide basis and to the best of their capabilities all required maintenance and repair work regardless of their trade and union jurisdiction.
- b) Where required, tradesmen, helpers and oilers will help operating personnel in order to reduce operating lost time and to permit to resume equipment operations as soon as possible. The intention is not to assign systematically maintenance personnel to operating positions, but rather to have a more efficient mill operation.
- c) Tradesmen, helpers and oilers will help operating personnel when they are working in the department in order to prevent mechanical shutdowns, reduce production lost time or assure a fast startup of equipment or operation. It is not the intention of management to transform tradesmen into production employees.

2. Operating Departments

- a) Production employees will perform all the tasks required of their job but may be assigned to perform to the fullest of their capabilities either alone or by assisting others, any tasks related to the activities of their department.
- b) Production employees will help maintenance and repair crews, including oilers, when they are working in the department in order to prevent mechanical shutdowns, reduce production lost time or to assure a fast startup of equipment or operation. It is not the intention of management to transform production employees as **specialized** tradesmen.
- c) Production employees perform the main tasks of their job, but may be assigned temporarily to any other tasks related to the

,operation of their department or of another department when the equipment at which the work is not operating.

2. Call-Ins

There will be no call-ins to perform work which could be performed by employees present at the Mill.

3. Training

Whenever possible, employees may be assigned to training on other tasks or jobs during their regular scheduled shift.

The Company and the Union will cooperate in establishing training programs which will allow its employees to meet the challenges brought about by these major changes.

4. Precedence

The above changes and any decision relating to the implementation of these changes supercedes any work practice, agreement (verbal or written) or any provision of the Labour **AGreement** which contradicts, restricts or prevents their application.

5. Rates for Flexibility

Tradesmen and oilers will receive an additional **50¢/hour** when they become capable of performing all the tasks and duties brought about by the changes described above.

This additional premium does not apply to those shift tradesmen who currently receive a **\$1.00/hour** premium for flexibility as already provided in the Labour Agreement.

3. JOB CLASSIFICATION PLAN

On October 30th, 1989, the Company signed its acceptance of the amendments made to the Job Classification Plan by the members of a Joint Committee (CPU-Industry). Implementation of these **amendments** has already started and is continuing according to the provisions of that particular Agreement.

* **4. RETIREMENT PLAN**

Representation

Within a month following each Retirement Board meeting, the Company will meet a local union committee to review the topics discussed at the retirement meeting.

* **5. Workers' Compensation VS Creditable Service**

An employee who is absent from work as a result of an industrial illness or accident and who is in receipt of **WCB** benefits may continue accruing creditable service under the Canadian Pacific Forest Products pension plan for a maximum period of 24 months providing he makes the required contributions to the plan during this period of disability.

The above period may be extended by a maximum of 12 months providing the disabled employee submits a medical certificate indicating that he is likely to return to active employment during that extension period.

The monthly contributions to the Plan required of the employee to accrue his creditable service will be based on the current and/or updated contributions formula applicable to active employees. Such percentage will be based on his regular hourly straight time rate of his classified occupation multiplied by 2080 and divided by 12.

Employees will be asked to sign a form confirming their undertaking of that privilege or waiving that privilege.

6. Letter of Intent

Should the introduction of technological or automation changes be introduced prior to April 30th, 1993, resulting in permanent lay-offs of more than (10) ten Mill employees. the Company is prepared to implement for a determined period of time, a special early retirement incentive program, for older employees in the Mill, with the objective of **minimizing** the impact of such changes on affected employees and possibly reduce the numbers of employees that could be laid-off.

On the other hand, prior to implementing lay-offs of affected employees, the Company agrees to meet the Union representatives, within the scope of the Automation Committee, in order to discuss the measures required in regard to the bumping procedure, the training of displaced employees as well as the hiring procedures of temporary employees, without recall or other rights, during the time period included between the announcement date of the changes and the date of the potential lay-offs.

Furthermore, the Company will attempt, within reasonable means, not to replace employees, who leave the service of the Company for any reason during that period, by hiring new permanent employees.

7. Long Term Disability - Dalhousie Mill Local 146

Whenever an employee is deemed ineligible to continue receiving long-term disability benefits because he is deemed physically capable of performing a job in the mill but such job is not available to him, his specific case will be discussed with the Union. Upon agreement by the local union concerned, the employee will be granted the right to displace within his bargaining unit, the most junior incumbent in point of mill service in that occupation provided the employee meets the requirements of the job, has sufficient seniority to displace and that the job in question is at an equivalent or lower level than his classified job. Should the job in question belong to another bargaining unit in the mill, the same procedure will apply provided the other affected union agrees.

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* **8.** Employment Security (Administrative Statement) ,

All employees holding a regular classified position on the ratification date of the Collective Agreement shall retain their employment at the Mill, except in the event of any of the following situations:-

- technological changes and/or automation
- whole mill or department shutdown
- shutdown due to lack of orders and/or market conditions
- fortuitous event or any situation beyond the Company's control
- disciplinary or administrative measure
- attrition

The list of employees covered by this provision is given to each local and includes regular classified employees as well as vacation replacements. The list of employees covered as vacation replacements in each local is established by the number of annual vacation weeks and non-scheduled holidays accumulated by classified employees on jobs generally requiring a replacement and divided by 52.

This protection does not apply to those job reductions already scheduled or announced in the framework of the **TMP** project at **Dalhousie**, which includes the implementation of flexibility.

The employment security is not a guarantee of a minimum of working hours per week.

* **9.** Special **Early Retirement Package**

Effective at the time when the first group lay-offs occur following the startup of the **TMP**, the Company will implement a special early retirement package that will apply to employees who have attained **55** years of age or more prior to April **30, 1998** and whose age and service total **80** points.

This special package will remain in force from the date of implementation, as described above, until April 30, 1998 (i.e. retirement on May 1, 1998).

To take advantage of this special package, eligible employees must retire within six (6) months after becoming eligible, but in no event later than May 1, 1998.

Eligible employees will receive an **unreduced** pension based on their accrued benefits to date of retirement plus an **unreduced** bridging supplement based on the prevailing rate and conditions applying at time of retirement. I

Eligible employees who are in receipt of **LTD** or Workers' Compensation benefits will have the option to remain on **LTD** or **WCB** until attainment of age 58 or retire. The above conditions governing the time of their option selection must apply.

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MEMORANDUM OF AGREEMENT

between

NBIP Forest Products Inc.

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
Locals 146, 164 and 263**

Investment Term

This Memorandum of Agreement is subject to ratification by the membership of the Local Unions concerned as part of the renewal of their Labour Agreement.

The sections of this memorandum which are marked with an asterisk will be incorporated into the current and future Labour Agreements until their provisions expire.

Investment Period (*)	May 1, 1996 to April 30, 2001.
Amount of Investment (*)	At any point in time during the Investment Period is equal to twelve point three percent (12.3%) {the percent reduction} of the aggregate amount of the wages paid as per the Collective Labour

Agreement in effect and equivalent salaries paid, plus the industry pattern.

The Productivity Improvement Plan (PIP) will remain and will be used to reduce the impact of the percent reduction.

The Percent Reduction will be disregarded for all purposes under terms of the Pension Plan, including without limitation, the calculation of pension credits and employees' contributions.

Equivalency:

An equivalent labour cost reduction shall apply to all other union and non-union employees of **NBIP** during the entire investment period.

Indexing of Investment (*)

The accrued amount of investment less any amounts repaid through the Profit Sharing Plan will be adjusted on a yearly basis (pro-rated for each complete month) by **the** percentage of increase in **the** Consumer Price Index up to a maximum of **7%** per year.

70%

For purposes of this calculation "Consumer Price Index" means the Consumer Price Index for the Province of New Brunswick as produced by Statistics Canada. The base period will be **May 1, 1996**.

Repayment on Permanent Separation (*)

Indexed employee contributions will be repaid upon permanent separation of the employee. Permanent separation is defined as the date when the **contributor** ceases to be employed by the Company for reason of death, retirement, or

permanent termination (loss of **recall** rights). The funds for such repayment will be provided from current and/or future profit sharing payments.

Profit Sharing (*)

Indexed contributions of all employees will be reimbursed annually on a pro-rata basis of their part of the amount of investment through a profit sharing plan starting with the financial year **1996**, based on **7.5%** of audited annual **pre-tax** earnings up to the project **pre-tax** earnings for the project and **15%** on **pre-tax** earnings; in excess of the projected **pre-tax** earnings level. The profit sharing will remain in place until the end of the financial year **2005** whether employee contributions are reimbursed or not.

Pretax Earnings is defined as earnings before the payment of taxes.

Mandatory Repayment (*)

Notwithstanding the above, the Company reserves the right to repay totally or partially any outstanding amount of investment at any time, but in any event it shall be required to repay any outstanding amounts before December **31, 2007**.

Reporting Requirements:

The Company will provide Financial Reporting Information to the local and national leadership of the Communications, Energy and Paperworkers "Union" or "**C.E.P**" on a quarterly basis for their confidential use. Financial **Reporting** Information is defined as income statements, cash flow statements and balance sheets.

Conditions:	<p>Taxation: The Company will endeavour to ensure that the employees' contributions will be structured in a tax-efficient manner in order to minimize tax consequences and avoid tax payment on phantom income.</p> <p>Contingent Investment: The employee investment is contingent upon (i) the installation of the Project and (ii) the commitment by the New Brunswick Government of a rate reduction with respect to electricity (through N.B. Power of approximately \$2.5 million per annum).</p>
Ranking:	<p>The Notes (i.e. amount to be repaid) will rank junior to all the Company's existing and future Third Party Indebtedness. Said Notes will rank pari passu with any debt advanced by the Parent Companies, being understood that any debt advanced by the Parent Companies could be repaid (capital & interests) according to their terms without limitation.</p>
Covenants:	<p>NBIP will not pay a dividend on common shares if the payment would result in the shareholders' equity being decreased below \$70 million.</p>
Change in Control:	<p>In the event of a change of control of NBIP after May 1, 1996, and before the net amount of investment at such date is entirely repaid, then NBIP will reimburse any net amount of investment remaining.</p> <p>"Change of Control" is defined as:</p>

- (i) the sale, lease, **exchange** or **other** transfer of all or substantially all of the Company's assets or stock to an outside party.
- (ii) a merger or consolidation involving the Company with the effect that, the then existing shareholders of the Company, hold less than fifty percent (**50%**) of the combined general voting or economic power of the continuing entity
- (iii) an outside party acquiring more than fifty percent (**50%**) of the combined general voting or economic power of the Company, and/or
- (iv) the sale of **Avenor's** interest in the Company.

Other Financial Covenants: Any covenants agreed to and amended from time to time by the Company with any **Third Party Lender** in relation to the financing of the project is deemed to be resident in this Memorandum of Agreement.

Events of Default:

Standard events of default **including:**

- (i) same as events resident in **Third Party Loan** documents relating to the financing of the project,
- (ii) cross-defaults with **Third Party** indebtedness.