

# LABOUR AGREEMENT

by and between

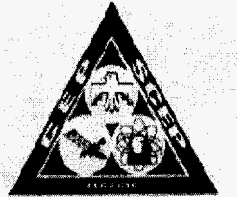


Maritimes inc.

Dalhousie (N.B.)

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and



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

**2004 - 2009**

12810 (02)

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## **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 Bowater Maritimes 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 July 8, 2005.

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

### **ARTICLE 1 – 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 that 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 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.

**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 department 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** 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.

**5.14** a) Classifications in operating departments 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**

**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.

**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.

### Permanent Layoff

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

### Layoff – 12 Consecutive Months

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

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

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

This is effective for lay-offs commencing after the first day of the month following ratification of the collective agreement.

**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).

**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**

**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 Vice President and Resident 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**

- 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 the Bowater Canadian Forest Products Inc." 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 Vice President and Resident 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 Vice President and Resident Manager intervenes.
- 14.05** If the Vice President and Resident 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** It is understood that either the Union or Company may lodge a policy grievance in writing with the other party on any difference between the parties concerning the general interpretation, application or administration of this Agreement and such grievance shall commence at the step where the Vice President and Resident Manager intervenes.
- 14.08** 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.
- 14.09** 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.
- 14.10** 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.
- 14.11** 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.
- 14.12** 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, 2004 to April 30, 2009. The provisions of this Agreement remain in force until their renewal.
- 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.

Bowater Maritimes Inc.

Communications, Energy and Paperworkers  
Union of Canada,

---

F. Landry  
Mill Manager

---

J.L. Laforge  
Communications, Energy and Paperworkers  
National Representative

Dalhousie Local #146  
Communications, Energy and Paperworkers  
Union of Canada,

---

M. Donovan  
Human Resources Manager

---

M. Maloney

Dalhousie Local #164  
Communications, Energy and Paperworkers  
Union of Canada,

---

Michel LeClair  
Production Manager

---

M. Diotte

Dalhousie Local #263  
Communications, Energy and Paperworkers  
Union of Canada,

---

D. Fournier

## APPENDIX A

### Bowater Canadian Forest Products

#### 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 fifty (50¢) per hour on the 4 to 12 shift and seventy (70¢) 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.

#### A3 Local Adjustment Procedures

- A3.01** If it becomes necessary to adjust the rate for an occupation not subject to the Bowater Maritimes 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 Vice President and Resident Manager. The Vice President and Resident 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 Vice President and Resident 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 Vice President and Resident 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 Vice President and Resident 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 Bowater Maritimes 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 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.

## **A5 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.
- 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 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-In 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 hours with a minimum of four (4) hours straight time pay for the work performed on each call. Should the call-in occur on Sunday and/or during the 152 hours allowed for mill holiday shutdown time, time and one-half with a minimum of six (6) hours' pay at regular rates will be paid for the work performed on each call. Hours paid for under this provision shall not enter into any other calculation made for purposes of determining time and one-half payment due.

**A7.02 Call-in Day Workers**

A day worker who is called on duty outside his scheduled hours, or on his scheduled day off, will be paid time and one-half for all hours worked on the job for which he was called with a minimum of four (4) hours straight time pay. Should he be assigned other jobs unrelated to the one for which he was called, he will be entitled to payment of time and one-half with a minimum of four (4) hours straight time pay for each unrelated job he is assigned. If the call-in occurs on Sunday and/or during the 152 hours allowed for mill holiday shutdown time, time and one-half will be paid with a minimum of six (6) hours' pay for each unrelated job he is assigned. Hours paid for under this provision shall not enter into any other calculation made for purposes of determining time and one-half payment due. The supervisor will state the problem and where possible will specify the job to be performed. He will so record on a card at the time of the call.

**A8 Putting on Wires and/or Dryer-Felts**

**A8.01 Putting on Wires and/or Dryer-Felts (Newsprint only)**

- a) Employees called into a mill, when such mill is in operation, to assist in changing wires and/or dryer-felts shall be paid for six (6) hours' time or at time and one half whichever is the greater, and if the employees so called in are required to change wires and/or dryer-felts on more than one (1) machine they shall be paid for six (6) hours' time for each wire changed,
- b) Men employed on scheduled wire and/or dryer-felt changes on shutdown days will be paid for time worked, but in no case for less than six (6) hours.

- c) When it is necessary to start putting on a wire and/or dryer-felt earlier than one (1) hour before the change of tour, the employees who remain beyond their tour in order to complete putting on a wire and/or dryer-felt shall be paid for the period worked plus extra time of one (1) hour.
- d) The foregoing rules shall also apply to day workers assisting in putting on wires and/or dryer-felts except that the words "change of tour" shall mean "end of regular work day".
- e) If employees are called in to the mill to assist in changing a wire and/or dryer-felt and the wire and/or dryer-felt change is not completed at the beginning of their regular work day they will receive six (6) hours' pay for the time worked before the beginning of their regular work day and straight time thereafter, providing they were scheduled to work on that day. Any employee not scheduled to work on that day will receive six (6) hours' pay or time and one-half whichever is the greater.
- f) If employees called in to assist in changing a wire and/or dryer-felt are subsequently assigned work unrelated to the wire and/or dryer-felt change such work will be paid for under the provisions of the appropriate call-in clause.
- g) When for maintenance reasons or reconditioning for reuse, a wire is removed and reinstalled on the wire stringing equipment or repacked in its transporting container the crew involved in this work will receive the same Wire Time as now paid for installing a wire.

**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 7-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.

## **A 11 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
- 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 Company reserves the right to operate (manufacturing of end products) on mill holidays. The Company will give a reasonable notice of at least 30 days of its intention to shutdown (to suspend manufacture of end products) during periods of scheduled mill holidays.

When production is maintained during Christmas and Labour Day employees will be scheduled as per their regular schedule. A regularly scheduled employee who chooses not to work on these two statutory holidays will notify his supervisor no later than twenty (20) days in the advance of the holiday. Should additional employees be required, the Company will post for the required volunteers. Preference for voluntary work will be given to qualified employees by departmental seniority, schedule permitting. If the Company is unable to

obtain the sufficient number of volunteers, production will not be scheduled. This staffing procedure can be modified by mutual agreement between the parties.

By mutual agreement at the mill between Management and the Union, New Year's may be substituted to Christmas and/or one of the other holidays mentioned in paragraph A11.01 a) may be substituted to Labour Day.

- 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 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 A11.02 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:		\$528.00

**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	=	<u>\$264.00</u>		<u>\$264.00</u>
	Total:		\$924.00		\$1 056.00

- e) 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.
- f) 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 subparagraph 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 six (6) 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. Payment for these six (6) non-scheduled holidays will not to exceed forty-eight (48) hours.
- 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 Vice President and Resident Manager's approval of the recommendation of the employee's foreman or superintendent.

**A12 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.
  - 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 and grandchild. 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 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.
- 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 a ticket that will cover the "full meal

deal” from the Mill cafeteria establishment only. Employees may opt for a cash reimbursement of \$9.00; this money will be taxable and will be added to employees’ weekly paycheques.

An employee required to work two (2) hours or more after his regular stopping time will be provided with the same options as in Article A14.01 a) and a further meal allowance 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 provisions of paragraph a) above at any time during this period of consecutive hours worked, will be paid as per A14.01 (a).

## **A15 Safety and Fire Prevention**

### **A15.01 Safety Organization**

- a) Management and the Union shall co-operate 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 Vice President and Resident Manager.

### **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 organisation.
- b) Where medical attention is required, notice thereof including the name of the attending physician shall be given to the mill safety organisation 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 familiarise 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.

**A15.04 Clothing**

- a) Employees working upon moving machines must not wear clothing that can be readily entangled therein.
- b) Clothing not in use shall be kept in lockers provided for that purpose.
- c) The Company will remit to full time employees a clothing allowance in the following amounts:
  - i) For the year 2005, An amount of \$185, payable within 60 days from date of ratification of the Collective Agreement;
  - ii) For the year 2006, an amount of \$190, payable no later than the end of June, 2006;
  - iii) For the year 2007, an amount of \$195, payable no later than June, 2007;
  - iv) For the year 2008, an amount of \$200, payable no later than June, 2008.

Note: To avoid taxability of allowance, receipt for clothes from allowance must be submitted to the Accounting Office no later than the end of June of each year to be eligible for full benefit.

**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 Vice President and Resident 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 Vice President and Resident 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 offence when it is felt that the offending employee will not repeat the offence.
  - ii) Suspension from work without pay for a period of from one (1) to fifteen (15) days according to the gravity of the offence and the previous record of the employee concerned. This penalty is to be applied in the case of a first serious offence or of continued and repeated minor offences, 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 Vice President and Resident 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 Vice President and Resident 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 acknowledgement 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 offence recorded thereon, and no record of such offence 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.

**A19 Sleep time**

**A19.01** Any day worker who has worked sixteen (16) consecutive hours or more before midnight and who works two (2) hours or more after midnight, shall receive time off (at straight time) to the extent of all time worked after midnight and before 8:00 a.m., providing the employee is scheduled to work at 8:00 a.m. the following day.

## APPENDIX B

### Bowater Maritimes 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 therefore shall be calculated at 4.8 % (four point 8 percent) 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 4.8 % (four point eight percent) 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 therefore shall be calculated as outlined in paragraph B4.01 a) below.
  - 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 and pay therefore shall be calculated as outlined in paragraph B4.01 a) below.
  - v) Permanent employees who have nine (9) but less than seventeen (17) 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 and pay therefore shall be calculated as outlined in paragraph B4.01 a) below.
  - vi) Permanent employees who have seventeen (17) but less than twenty-three (23) 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 seventeen (17) years of continuous employment, and in each subsequent calendar year, a vacation period of twenty-five (25) working days and pay therefore shall be calculated as outlined in paragraph B4.01 a) below.
  - vii) Permanent employees who have twenty-three (23) 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-three (23) years of continuous employment and in each subsequent calendar year, a vacation period of thirty (30) working days and pay therefore shall be calculated as outlined in paragraph B4.01 a) 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 at 2.4% (two point four percent) of gross earnings in the preceding calendar year for each week of eligibility.

- 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 or non-occupational 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 B4.01 b) 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 or non-occupational illness or injury in excess of one (1) calendar year, he will receive a normal vacation with pay as provided in paragraph B4.01 b) 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% (sixty-five percent ) 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 2.4% (two point four per cent) of gross earnings in the preceding calendar year for each week of eligibility or forty (40) hours per week (forty-eight (48) hours for employees on 6-3 schedule) at employee's carded rate, whichever is greater, for each week of eligibility.  
  
If an employee works more than 550 (five hundred and fifty) hours at a higher rated occupation during the preceding calendar year, his vacation pay will be calculated at the higher rate.
- 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 point eight percent (**4.8%**) of his earnings in that calendar year for an employee with less than four (4) years of continuous employment.
  - ii) One and one quarter (1%) 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 seventeen (17) 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 seventeen (17) but less than twenty-three (23) years of continuous employment.
  - v) Two and one-half (2%) days of vacation with pay for each month of continuous employment in the unused vacation period for employees with twenty-three (23) years 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 e) 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

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 point four percent (2.4%) 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.

**C11.02 Pay Schedules**

Over the term of the 2004 – 2009 Agreement, the parties agree to work jointly at each mill in order to improve the efficiency of the payroll process and reduce processing costs. Among other things, the parties will examine the possible extension of the payday and, where appropriate, the implementation of a bi-weekly payroll cycle.



## **APPENDIX D**

### **Exhibit 1 -- Authorization for Deduction of Union Dues**

To: Bowater Maritimes, 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 \_\_\_\_\_ 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.

## APPENDIX D

### 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 \_\_\_\_\_  
(please print)

Witness \_\_\_\_\_

Payroll No. \_\_\_\_\_

**Bowater Maritimes, Inc.**  
**PROMOTION REFUSAL**  
**Reference – Article 5 – paragraph 5.11 c)**

I \_\_\_\_\_ refuse a permanent/temporary 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: \_\_\_\_\_ Date : \_\_\_\_\_

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

\_\_\_\_\_

I wish to cancel the above refusal and will accept a permanent/temporary 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: \_\_\_\_\_ Date : \_\_\_\_\_

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

## APPENDIX E

### Insurance Plans

#### Bowater Maritimes 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
  - i) Prior to the earlier of retirement or attainment of age 65, an active employee, who is a member of the Plan is covered for \$65,000 (\$75,000 effective August 1, 2005) Life Insurance and \$25,000 (\$50,000 effective August 1, 2005) Accidental Death and Dismemberment Insurance. An active employee, who is a member of the Plan, is covered for life insurance for dependants as follows:

Spouse: \$10,000 (\$15,000 effective August 1, 2005)

Each unmarried child

- 14 days but less than 1 year – \$5,000 (\$7,500 effective August 1, 2005)
- 1 year but less than 19 years (25 years if full time student) wholly dependent on the employee for support – \$5,000 (\$7,500 effective August 1, 2005)

ii. Optional Life Insurance

1) Effective January 1, 2006, a new Company-administered optional life insurance plan for active employees will be implemented. This plan, fully paid by the employee, will be made available to employees less than 65 years old.

This new optional life insurance will be available on the life of the active employees to a maximum of \$200,000 in increments of \$25,000. With notification to the Mill Human Resources Department, employees will be permitted once a year to amend their level of coverage. Formal notification of such change must be made by November 30<sup>th</sup> of the preceding year to be effective January 1<sup>st</sup> of the following year or later, upon acceptance from the insurance carrier following proof of good health.

Coverage premiums will be based on sex, age and smoker or non-smoker status; restrictions and exclusions will be subject to the insurance provider's plan policies. Associated premium costs will be administered through payroll deductions. Coverage will end at termination, at age 65 or upon retirement, whichever is earlier.

Existing additional life insurance coverage provided under the Union sponsored plan will no longer be available to new applicants. The fixed Company subsidy of \$12 will be provided monthly during the term of the 2004-2009 agreement, provided that:

- a) The existing Union-management plan is still being offered; and
  - b) The employee has maintained both uninterrupted participation and optional coverage for him/herself to the said Union-management plan.
- 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 instalments 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	\$4,500
13 but less than 15 years	\$4,000
12 but less than 13 years	\$3,500
11 but less than 12 years	\$3,000
10 but less than 11 years	\$2,500

d) Weekly Indemnity

- i) The Company will pay the cost of a Weekly Indemnity Plan providing a benefit of between 65% 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 hospitalisation 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.

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 18-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.
- iv) Weekly indemnity dispute resolution mechanism

The following weekly indemnity dispute mechanism will apply conditional on:

The employee having submitted the required claim forms properly completed; and

The employee having given authorisation to the Company and/or the insurer to have access to the information they require to adjudicate the claim.

- a) If requested by the employee, the Company will make advance payments at normal pay intervals until the claim is processed, The employee will sign a promissory note stating that he will reimburse the Company for any advance payments received.
- b) The Company and/or insurer reserve the right to demand physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by physicians designated by the Company and/or insurer. The cost of physical examinations, transportation and reasonable out of pocket expenses related thereto will be reimbursed.
- c) Regardless of b) above, if there is a medical dispute as to the validity of a claim and/or the continuance of a claim; and if the physicians of the employee and the Company or insurance carrier fail to reach an agreement, the dispute will be referred to a mutually agreed upon practicing specialist, picked from a list established yearly, who will render a final and binding decision. Payments will continue until the final and binding decision is rendered.



e) 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.

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 twenty-four (24) 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

- a) i) 55% of regular straight-time hourly rate, multiplied by 2080 divided by 12, up to a maximum monthly payment of \$2,400 (for all non occupational illnesses or accidents which occurred on or after August 1, 2005 – up to a maximum monthly payment of \$2,600; for all non occupational illnesses or accidents which occurred on or after May 1, 2007– up to a maximum monthly payment of \$2,700).

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 occurred.

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 Bowater Canadian Forest Products, 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) The date at which the employee is eligible for an unreduced pension,
- c) The date at which the employee reaches 65 years of age,
- d) The death of the employee,

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 \$75,000 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 Bowater Maritimes 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 Bowater Maritimes 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 hospitalisation-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**

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.

## **E2**        Medical Insurance

**E2.01**    After completion of six (6) months of continuous service, the Company will assume the premium cost of an active employee's membership, including the cost of dependant coverage, in:

- 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.

Effective December 1, 2005, the Company will take over the administration of the medical coverage for active employees. The programs offered by the Company will provide a level of benefits equivalent to the ones in effect on April 30, 2004, for the plans administered by the different locals. Brand name prescription drugs will be reimbursed at 80%. For generic prescription drugs and drugs with no generic equivalent, the reimbursement will be 100%. Brand name drugs will only be reimbursed at 100% provided there is medical justification from the treating physician for its generic equivalent not being recommended, not tolerated or cannot be administered given the medical condition of the insured participant.

The parties recognise that the use of generic drugs is an important element for containing costs in a health care plan. Consequently, the parties agree to meet and develop a mutually agreed upon plan to increase the use of generic drugs. This initiative will take place in all mills within 12 months of the ratification of the

collective agreement. The plan could include promotional campaigns to improve doctors and pharmacists' awareness regarding generic drug use.

Reimbursement for paramedical expenses will be \$400 per year per type of practitioner; the number of visits will be adjusted accordingly and the minimum reimbursement per visit will be \$15. For physiotherapy, the existing maximum reimbursement will be increased to \$600 per year. It is understood that current coverage will not be reduced.

For other items, existing maximum level of coverage will remain in place.

For already existing vision care plans, effective the first day of the month following ratification of the collective agreement for Company-managed plans, the maximum reimbursement per insured individual will be adjusted to \$150.

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

### **E3 Dental Plan**

After completion of six (6) months of continuous service, the employee will contribute the amounts as listed below toward the premium cost of membership in the dental plan. The Company will take over the administration of the dental plan coverage for active employees effective the first day of the fourth (4) month following the ratification of the collective agreement. The programs offered by the Company will provide a level of benefits equivalent to the ones in effect on April 30, 2004 for the plans administered by these locals. Effective December 1, 2005, Class I expenses of the dental plan will be reimbursed at 100% for all locals up to the applicable limits.

Dental Plan	Employee Contributions (add sales tax where applicable)			
	May 1, 2005	May 1, 2006	May 1, 2007	May 1, 2008
Family	\$10/month	\$15/month	\$15/month	\$20/month
Single	\$5/month	\$6/month	\$ 6/month	\$ 8/month

Dental Association's Schedule of fees to be applied for reimbursement of claims:

Effective August 1, 2005, apply the 2004 schedule of fees.  
 For calendar year 2006, apply the 2005 schedule of fees.  
 For calendar year 2007, apply the 2006 schedule of fees.  
 For calendar year 2008, apply the 2007 schedule of fees.  
 For calendar year 2009, apply the 2008 schedule of fees.

## **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 Optional Life Insurance 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 enrolment card comprising the name, address, type of coverage (family, single), the name of spouse and children, if any, for each member of the Plan as soon as the enrolment cards are signed to establish the monthly billing lists. At the end of each month the Insurer shall submit to the Mill Controller a duplicate billing for the next month showing the names of all those covered and the type of coverage (family, single). The Company will correct the list making any additions or deletions or type of coverage changes and return it to the Insurer with the premium. The names of those for whom no deduction was made because their earnings were insufficient will be forwarded to the Union.
- E4.07** The Company shall only be obliged to check off weekly a fixed amount as long as the wages owing and payable to the employee are sufficient to cover this deduction.
- E4.08** The Company will not be responsible for processing claims other than providing pertinent claim forms.
- E4.09** The Company shall not contribute for periods of time when the employee is on lay-off or on strike.

**E5        Amendments**

**E5.01**     An employee who is eligible for the various insurance plans covered in this Appendix "E", and who is absent from work on the date of implementation of any amendments or improvements whatsoever, will benefit from these changes only from the time when he has effectively returned to work.



## WEEKLY INDEMNITY BENEFITS

### Schedule I

#### VARIABLE PERCENTAGE

**Proposed all steps "no maximum" – E.I. Maximum as a minimum where rates and percentages warrant**

Raw experience index

	<u>190 or less</u>	<u>191 to 205</u>	<u>206 to 220</u>	<u>221 to 235</u>
Entitlement	70%	69%	68%	67%
	<u>236 to 250</u>	<u>251 to 265</u>	<u>266 to 280</u>	<u>281 to 295</u>
Entitlement	66%	65%	65%	65%
	<u>296 to 310</u>	<u>311 to 325</u>	<u>326 or more</u>	
Entitlement	65%	65%	65%	

By using the current IS-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.

WIDTH OF MACHINES IN INCHES AND CENTIMETRES

Feet / Pieds		Metres/Mètres	
1000	305	18	19
1050	320	19	20
1100	335	20	21
1150	350	21	22
1200	366	22	23
1250	381	23	24
1300	396	24	25
1350	411	25	26
1400	427	26	27
1450	442	27	28
1500	457	28	29
1550	472	29	30
1600	488	30	31
1650	503	31	32
1700	518	32	33
1750	533	33	34
1800	549	34	35
1850	564	35	36
1900	579	36	37
1950	594	37	38
2000	610	38	39
2050	625	39	40
2100	640	40	41
2150	655	41	42
2200	671	42	43
2250	686	43	44
1000	305	18	19
1050	320	19	20
1100	335	20	21
1150	350	21	22
1200	366	22	23
1250	381	23	24
1300	396	24	25
1350	411	25	26
1400	427	26	27
1450	442	27	28
1500	457	28	29
1550	472	29	30
1600	488	30	31
1650	503	31	32
1700	518	32	33
1750	533	33	34
1800	549	34	35
1850	564	35	36
1900	579	36	37
1950	594	37	38
2000	610	38	39
2050	625	39	40
2100	640	40	41
2150	655	41	42
2200	671	42	43
2250	686	43	44

400/1016.0

390/990.6

380/965.2

370/939.8

360/914.4

350/889.0

340/863.6

330/838.2

320/812.8

310/787.4

300/762.0

290/736.6

280/711.2

270/685.8

260/660.4

250/635.0

240/609.6

230/584.2

220/558.8

210/533.4

200/508.0

190/482.6

180/457.2

170/431.8

160/406.4

150/381.0

**WIDTH OF MACHINES IN INCHES AND CENTIMETRES**

	Feet / Pieds		Metres/Mètres	
2300	701	44	47	48
2350	716	45	46	47
2400	732	46	47	48
2450	747	47	48	49
2500	762	48	49	50
2550	777	49	50	51
2600	792	50	51	52
2650	808	51	52	53
2700	823	52	53	54
2750	838	53	54	55
2800	853	54	55	56
2850	869	55	56	57
2900	884	56	57	58
2950	899	57	58	59
3000	914	58	59	60
3050	930	59	60	61
3100	945	60	61	62
3150	960	61	62	63
3200	975	62	63	64
3250	991	63	64	65
3300	1006	64	65	66
3350	1021	65	66	67
3400	1036	66	67	68
3450	1052	67	68	69
3500	1067	68	69	70

150/381.0  
160/406.4  
170/431.8  
180/457.2  
190/482.6  
200/508.0  
210/533.4  
220/558.8  
230/584.2  
240/609.6  
250/635.0  
260/660.4  
270/685.8  
280/711.2  
290/736.6  
300/762.0  
310/787.4  
320/812.8  
330/838.2  
340/863.6  
350/889.0  
360/914.4  
370/939.8  
380/965.2  
390/990.6  
400/1016.0

**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, Fourdriner machine widths shall be determined by face width of breast roll. Machine speed will be measured at the reel.

## PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 2004

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	28.71	27.27	25.87	24.65	24.16	23.79
21	28.81	27.45	25.98	24.78	24.24	23.79
22	28.93	27.54	26.00	24.81	24.29	23.80
23	29.04	27.85	26.14	24.85	24.31	23.80
24	29.21	27.99	26.20	24.88	24.34	23.80
25	29.32	28.07	26.29	24.91	24.39	23.81
26	29.46	28.28	26.34	24.93	24.42	23.81
27	29.62	28.38	26.42	25.02	24.47	23.81
28	29.71	29.60	26.59	25.05	24.48	23.87
29	29.89	28.68	26.67	25.07	24.49	23.87
30	30.13	28.73	26.77	25.11	24.53	23.87
31	30.21	28.83	26.88	25.13	24.56	23.94
32	30.41	29.03	26.99	25.15	24.59	23.94
33	30.46	29.14	27.02	25.19	24.61	23.94
34	30.59	29.29	27.06	25.68	24.63	23.95
35	30.65	29.38	27.13	25.25	24.65	23.95
36	30.79	29.49	27.26	25.26	24.72	23.95
37	30.87	29.59	27.37	25.29	24.78	23.96
38	30.92	29.64	27.39	25.35	24.79	23.96
39	31.17	29.71	27.42	25.38	24.80	23.96
40	31.21	29.89	27.50	25.43	24.85	23.96
41	31.31	29.93	27.57	25.45	24.88	23.97
42	31.38	30.13	27.64	25.55	24.90	23.97
43	31.49	30.18	27.70	25.57	24.91	23.97
44	31.62	30.32	27.78	25.62	24.93	23.97
45	31.67	30.41	27.87	25.68	25.05	24.04
46	31.76	30.49	27.96	25.79	25.07	24.04
47	31.89	30.59	27.99	25.86	25.11	24.04
48	32.00	30.65	28.08	25.87	25.13	24.11
49	32.09	30.79	28.23	25.89	25.15	24.17
50	32.22	30.88	28.25	25.91	25.19	24.21
51	32.25	30.92	28.30	25.98	25.25	24.24
52	32.38	31.17	28.33	25.99	25.26	24.26
53	32.47	31.19	28.42	26.09	25.29	24.27
54	32.53	31.23	28.46	26.11	25.30	24.29

## PAPERMAKERS' WAGE SCHEDULE

**Effective May 1, 2004**

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
56	32.74	31.39	28.71	26.19	25.38	24.34
57	32.83	31.61	28.73	26.21	25.39	24.35
58	32.94	31.64	28.81	26.23	25.40	24.39
59	33.04	31.72	28.89	26.29	25.43	24.42
60	33.13	31.88	28.98	26.30	25.45	24.44
61	33.26	31.97	29.13	26.34	25.53	24.47
62	33.34	32.09	29.19	26.36	25.57	24.48
63	33.47	32.21	29.27	26.42	25.66	24.49
64	33.50	32.27	29.29	26.46	25.67	24.53
65	33.60	32.38	29.35	26.52	25.68	24.56
66	33.70	32.47	29.47	26.57	25.79	24.59
67	33.85	32.56	29.60	26.59	25.83	24.61
68	33.93	32.70	29.62	26.60	25.86	24.63
69	34.00	32.79	29.67	26.64	25.87	24.65
70	34.12	32.91	29.71	26.67	25.89	24.70
71	34.29	33.00	29.89	26.77	25.95	24.78
72	34.43	33.13	29.99	26.83	25.99	24.79
73	34.59	33.26	30.07	26.95	26.09	24.80
74	34.75	33.36	30.16	27.01	26.16	24.81
75	34.88	33.49	30.21	27.06	26.21	24.85
76	35.10	33.61	30.34	27.13	26.24	24.88
77	35.18	33.70	30.44	27.25	26.30	24.90
78	35.40	33.85	30.50	27.27	26.38	24.91
79	35.54	34.00	30.59	27.38	26.42	24.93
80	35.65	34.11	30.67	27.40	26.52	25.00
81	35.83	34.23	30.86	27.57	26.59	25.03
82	35.96	34.36	30.89	27.62	26.64	25.05
83	36.17	34.49	30.97	27.70	26.68	25.07
84	36.26	34.59	31.07	27.75	26.77	25.10
85	36.48	34.73	31.20	27.87	26.83	25.11
86	36.60	34.86	31.28	27.96	26.88	25.13
87	36.79	35.08	31.34	28.02	26.99	25.18
88	36.92	35.14	31.45	28.07	27.02	25.19
89	37.11	35.21	31.53	28.21	27.06	25.20
90	37.26	35.41	31.63	28.24	27.13	25.25
91	37.42	35.53	31.75	28.30	27.24	25.26
92	37.56	35.57	31.85	28.33	27.26	25.30
93	37.73	35.75	31.94	28.46	27.29	25.35

## PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 2005

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	29.43	27.95	26.52	25.27	24.76	24.38
21	29.53	28.14	26.63	25.40	24.85	24.38
22	29.65	28.23	26.65	25.43	24.90	24.40
23	29.77	28.55	26.79	25.47	24.92	24.40
24	29.94	28.69	26.86	25.50	24.95	24.40
25	30.05	28.77	26.95	25.53	25.00	24.41
26	30.20	28.99	27.00	25.55	25.03	24.41
27	30.36	29.09	27.08	25.65	25.08	24.41
28	30.45	30.34	27.25	25.68	25.09	24.47
29	30.64	29.40	27.34	25.70	25.10	24.47
30	30.88	29.45	27.44	25.74	25.14	24.47
31	30.97	29.55	27.55	25.76	25.17	24.54
32	31.17	29.76	27.66	25.78	25.20	24.54
33	31.22	29.87	27.70	25.82	25.23	24.54
34	31.35	30.02	27.74	26.32	25.25	24.55
35	31.42	30.11	27.81	25.88	25.27	24.55
36	31.56	30.23	27.94	25.89	25.34	24.55
37	31.64	30.33	28.05	25.92	25.40	24.56
38	31.69	30.38	28.07	25.98	25.41	24.56
39	31.95	30.45	28.11	26.01	25.42	24.56
40	31.99	30.64	28.19	26.07	25.47	24.56
41	32.09	30.68	28.26	26.09	25.50	24.57
42	32.16	30.88	28.33	26.19	25.52	24.57
43	32.28	30.93	28.39	26.21	25.53	24.57
44	32.41	31.08	28.47	26.26	25.55	24.57
45	32.46	31.17	28.57	26.32	25.68	24.64
46	32.55	31.25	28.66	26.43	25.70	24.64
47	32.69	31.35	28.69	26.51	25.74	24.64
48	32.80	31.42	28.78	26.52	25.76	24.71
49	32.89	31.56	28.94	26.54	25.78	24.77
50	33.03	31.65	28.96	26.56	25.82	24.82
51	33.06	31.69	29.01	26.63	25.88	24.85
52	33.19	31.95	29.04	26.64	25.89	24.87
53	33.28	31.97	29.13	26.74	25.92	24.88
54	33.34	32.01	29.17	26.76	25.93	24.90



## PAPERMAKERS' WAGE SCHEDULE

**Effective May 1, 2005**

<b>Class</b>	<b>Machine Tender</b>	<b>Back Tender</b>	<b>3rd Hand</b>	<b>4th Hand</b>	<b>5th Hand</b>	<b>6th Hand</b>
56	33.56	32.17	29.43	26.84	26.01	24.95
57	33.65	32.40	29.45	26.87	26.02	24.96
58	33.76	32.43	29.53	26.89	26.04	25.00
59	33.87	32.51	29.61	26.95	26.07	25.03
60	33.96	32.68	29.70	26.96	26.09	25.05
61	34.09	32.77	29.86	27.00	26.17	25.08
62	34.17	32.89	29.92	27.02	26.21	25.09
63	34.31	33.02	30.00	27.08	26.30	25.10
64	34.34	33.08	30.02	27.12	26.31	25.14
65	34.44	33.19	30.08	27.18	26.32	25.17
66	34.54	33.28	30.21	27.23	26.43	25.20
67	34.70	33.37	30.34	27.25	26.48	25.23
68	34.78	33.52	30.36	27.27	26.51	25.25
69	34.85	33.61	30.41	27.31	26.52	25.27
70	34.97	33.73	30.45	27.34	26.54	25.32
71	35.15	33.83	30.64	27.44	26.60	25.40
72	35.29	33.96	30.74	27.50	26.64	25.41
73	35.45	34.09	30.82	27.62	26.74	25.42
74	35.62	34.19	30.91	27.69	26.81	25.43
75	35.75	34.33	30.97	27.74	26.87	25.47
76	35.98	34.45	31.10	27.81	26.90	25.50
77	36.06	34.54	31.20	27.93	26.96	25.52
78	36.29	34.70	31.26	27.95	27.04	25.53
79	36.43	34.85	31.35	28.06	27.08	25.55
80	36.54	34.96	31.44	28.09	27.18	25.63
81	36.73	35.09	31.63	28.26	27.25	25.66
82	36.86	35.22	31.66	28.31	27.31	25.68
83	37.07	35.35	31.74	28.39	27.35	25.70
84	37.17	35.45	31.85	28.44	27.44	25.73
85	37.39	35.60	31.98	28.57	27.50	25.74
86	37.52	35.73	32.06	28.66	27.55	25.76
87	37.71	35.96	32.12	28.72	27.66	25.81
88	37.84	36.02	32.24	28.77	27.70	25.82
89	38.04	36.09	32.32	28.92	27.74	25.83
90	38.19	36.30	32.42	28.95	27.81	25.88
91	38.36	36.42	32.54	29.01	27.92	25.89
92	38.50	36.46	32.65	29.04	27.94	25.93
93	38.67	36.64	32.74	29.17	27.97	25.98

## PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 2006

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	30.03	28.55	27.12	25.87	25.36	24.98
21	30.13	28.74	27.23	26.00	25.45	24.98
22	30.25	28.83	27.25	26.03	25.50	25.00
23	30.37	29.15	27.39	26.07	25.52	25.00
24	30.54	29.29	27.46	26.10	25.55	25.00
25	30.65	29.37	27.55	26.13	25.60	25.01
26	30.80	29.59	27.60	26.15	25.63	25.01
27	30.96	29.69	27.68	26.25	25.68	25.01
28	31.05	30.94	27.85	26.28	25.69	25.07
29	31.24	30.00	27.94	26.30	25.70	25.07
30	31.48	30.05	28.04	26.34	25.74	25.07
31	31.57	30.15	28.15	26.36	25.77	25.14
32	31.77	30.36	28.26	26.38	25.80	25.14
33	31.82	30.47	28.30	26.42	25.83	25.14
34	31.95	30.62	28.34	26.92	25.85	25.15
35	32.02	30.71	28.41	26.48	25.87	25.15
36	32.16	30.83	28.54	26.49	25.94	25.15
37	32.24	30.93	28.65	26.52	26.00	25.16
38	32.29	30.98	28.67	26.58	26.01	25.16
39	32.55	31.05	28.71	26.61	26.02	25.16
40	32.59	31.24	28.79	26.67	26.07	25.16
41	32.69	31.28	28.86	26.69	26.10	25.17
42	32.76	31.48	28.93	26.79	26.12	25.17
43	32.88	31.53	28.99	26.81	26.13	25.17
44	33.01	31.68	29.07	26.86	26.15	25.17
45	33.06	31.77	29.17	26.92	26.28	25.24
46	33.15	31.85	29.26	27.03	26.30	25.24
47	33.29	31.95	29.29	27.11	26.34	25.24
48	33.40	32.02	29.38	27.12	26.36	25.31
49	33.49	32.16	29.54	27.14	26.38	25.37
50	33.63	32.25	29.56	27.16	26.42	25.42
51	33.66	32.29	29.61	27.23	26.48	25.45
52	33.79	32.55	29.64	27.24	26.49	25.47
53	33.88	32.57	29.73	27.34	26.52	25.48
54	33.94	32.61	29.77	27.36	26.53	25.50

## PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 2006

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
56	34.16	32.77	30.03	27.44	26.61	25.55
57	34.25	33.00	30.05	27.47	26.62	25.56
58	34.36	33.03	30.13	27.49	26.64	25.60
59	34.47	33.11	30.21	27.55	26.67	25.63
60	34.56	33.28	30.30	27.56	26.69	25.65
61	34.69	33.37	30.46	27.60	26.77	25.68
62	34.77	33.49	30.52	27.62	26.81	25.69
63	34.91	33.62	30.60	27.68	26.90	25.70
64	34.94	33.68	30.62	27.72	26.91	25.74
65	35.04	33.79	30.68	27.78	26.92	25.77
66	35.14	33.88	30.81	27.83	27.03	25.80
67	35.30	33.97	30.94	27.85	27.08	25.83
68	35.38	34.12	30.96	27.87	27.11	25.85
69	35.45	34.21	31.01	27.91	27.12	25.87
70	35.57	34.33	31.05	27.94	27.14	25.92
71	35.75	34.43	31.24	28.04	27.20	26.00
72	35.89	34.56	31.34	28.10	27.24	26.01
73	36.05	34.69	31.42	28.22	27.34	26.02
74	36.22	34.79	31.51	28.29	27.41	26.03
75	36.35	34.93	31.57	28.34	27.47	26.07
76	36.58	35.05	31.70	28.41	27.50	26.10
77	36.66	35.14	31.80	28.53	27.56	26.12
78	36.89	35.30	31.86	28.55	27.64	26.13
79	37.03	35.45	31.95	28.66	27.68	26.15
80	37.14	35.56	32.04	28.69	27.78	26.23
81	37.33	35.69	32.23	28.86	27.85	26.26
82	37.46	35.82	32.26	28.91	27.91	26.28
83	37.67	35.95	32.34	28.99	27.95	26.30
84	37.77	36.05	32.45	29.04	28.04	26.33
85	37.99	36.20	32.58	29.17	28.10	26.34
86	38.12	36.33	32.66	29.26	28.15	26.36
87	38.31	36.56	32.72	29.32	28.26	26.41
88	38.44	36.62	32.84	29.37	28.30	26.42
89	38.64	36.69	32.92	29.52	28.34	26.43
90	38.79	36.90	33.02	29.55	28.41	26.48
91	38.96	37.02	33.14	29.61	28.52	26.49
92	39.10	37.06	33.25	29.64	28.54	26.53
93	39.27	37.24	33.34	29.77	28.57	26.58

**PAPERMAKERS' WAGE SCHEDULE**

**Effective May 1, 2007**

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
20	30.63	29.12	27.66	26.38	25.87	25.48
21	30.73	29.31	27.77	26.52	25.95	25.48
22	30.86	29.41	21.80	26.55	26.01	25.49
23	30.97	29.73	27.94	26.59	26.03	25.49
24	31.15	29.88	28.00	26.62	26.06	25.49
25	31.27	29.96	28.10	26.66	26.11	25.51
26	31.41	30.18	28.15	26.68	26.14	25.51
27	31.58	30.28	28.23	26.77	26.20	25.51
28	31.67	31.56	28.41	26.80	26.21	25.57
29	31.86	30.60	28.50	26.82	26.22	25.57
30	32.11	30.65	28.60	26.86	26.26	25.57
31	32.20	30.75	28.12	26.89	26.29	25.64
32	32.41	30.96	28.83	26.91	26.32	25.64
33	32.46	31.08	28.86	26.95	26.34	25.64
34	32.59	31.23	28.90	27.46	26.36	25.65
35	32.66	31.33	28.98	21.01	26.38	25.65
36	32.80	31.44	29.11	27.02	26.46	25.65
37	32.89	31.55	29.23	27.05	26.52	25.66
38	32.94	31.60	29.25	27.12	26.53	25.66
39	33.20	31.61	29.28	27.15	26.54	25.66
40	33.24	31.86	29.36	21.20	26.59	25.66
41	33.35	31.90	29.44	21.22	26.62	25.67
42	33.42	32.11	29.51	27.32	26.64	25.67
43	33.53	32.17	29.57	27.35	26.66	25.67
44	33.67	32.31	29.66	27.40	26.68	25.67
45	33.72	32.41	29.75	27.46	26.80	25.75
46	33.82	32.49	29.84	27.58	26.82	25.75
47	33.95	32.59	29.88	27.65	26.86	25.75
48	34.07	32.66	29.91	21.66	26.89	25.82
49	34.16	32.80	30.13	21.68	26.91	25.88
50	34.30	32.90	30.15	21.10	26.95	25.92
51	34.33	32.94	30.20	27.77	21.01	25.95
52	34.47	33.20	30.23	27.78	27.02	25.98
53	34.56	33.22	30.33	21.89	27.05	25.99
54	34.62	33.26	30.37	27.91	27.06	26.01

## PAPERMAKERS' WAGE SCHEDULE

Effective May 1, 2007

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
56	34.84	33.43	30.63	27.99	27.15	26.06
57	34.94	33.66	30.65	28.01	27.16	26.07
58	35.05	33.69	30.73	28.04	27.17	26.11
59	35.16	33.78	30.82	28.10	27.20	26.14
60	35.25	33.94	30.91	28.11	27.22	26.16
61	35.39	34.04	31.07	28.15	27.30	26.20
62	35.47	34.16	31.13	28.17	27.35	26.21
63	35.60	34.29	31.21	28.23	27.44	26.22
64	35.64	34.35	31.23	28.28	27.45	26.26
65	35.74	34.47	31.30	28.34	27.46	26.29
66	35.85	34.56	31.42	28.39	27.58	26.32
67	36.00	34.65	31.56	28.41	27.62	26.34
68	36.09	34.80	31.58	28.42	27.65	26.36
69	36.16	34.89	31.63	28.46	27.66	26.38
70	36.28	35.02	31.67	28.50	27.68	26.44
71	36.46	35.11	31.86	28.60	27.74	26.52
72	36.61	35.25	31.97	28.66	27.78	26.53
73	36.78	35.39	32.05	28.79	27.89	26.54
74	36.94	35.49	32.14	28.85	27.96	26.55
75	37.08	35.63	32.20	28.90	28.01	26.59
76	37.31	35.75	32.33	28.98	28.05	26.62
77	37.39	35.85	32.44	29.10	28.11	26.64
78	37.62	36.00	32.50	29.12	28.19	26.66
79	37.77	36.16	32.59	29.24	28.23	26.68
80	37.88	36.27	32.68	29.26	28.34	26.75
81	38.07	36.40	32.88	29.44	28.41	26.78
82	38.21	36.54	32.91	29.49	28.46	26.80
83	38.43	36.67	32.99	29.57	28.51	26.82
84	38.52	36.78	33.10	29.62	28.60	26.85
85	38.75	36.92	33.23	29.75	28.66	26.86
86	38.88	37.06	33.32	29.84	28.72	26.89
87	39.08	37.29	33.38	29.91	28.83	26.94
88	39.21	37.35	33.49	29.96	28.86	26.95
89	39.41	37.42	33.58	30.11	28.90	26.96
90	39.57	37.63	33.68	30.14	28.98	27.01
91	39.73	37.76	33.81	30.20	29.09	27.02
92	39.88	37.80	33.91	30.23	29.11	27.06
93	40.06	37.99	34.01	30.37	29.14	27.12

## PAPERMAKERS' WAGE SCHEDULE

**Effective May 1, 2008**

<b>Class</b>	<b>Machine Tender</b>	<b>Back Tender</b>	<b>3rd Hand</b>	<b>4th Hand</b>	<b>5th Hand</b>	<b>6th Hand</b>
20	31.23	29.72	28.26	26.98	26.47	26.08
21	31.33	29.91	28.37	27.12	26.55	26.08
22	31.46	30.01	28.40	27.15	26.61	26.09
23	31.57	30.33	28.54	27.19	26.63	26.09
24	31.75	30.48	28.60	27.22	26.66	26.09
25	31.87	30.56	28.70	27.26	26.71	26.11
26	32.01	30.78	28.75	27.28	26.74	26.11
27	32.18	30.88	28.83	27.37	26.80	26.11
28	32.27	32.16	29.01	27.40	26.81	26.17
29	32.46	31.20	29.10	27.42	26.82	26.17
30	32.71	31.25	29.20	27.46	26.86	26.17
31	32.80	31.35	29.32	27.49	26.89	26.24
32	33.01	31.56	29.43	27.51	26.92	26.24
33	33.06	31.68	29.46	27.55	26.94	26.24
34	33.19	31.83	29.50	28.06	26.96	26.25
35	33.26	31.93	29.58	27.61	26.98	26.25
36	33.40	32.04	29.71	27.62	27.06	26.25
37	33.49	32.15	29.83	27.65	27.12	26.26
38	33.54	32.20	29.85	27.72	27.13	26.26
39	33.80	32.27	29.88	27.75	27.14	26.26
40	33.84	32.46	29.96	27.80	27.19	26.26
41	33.95	32.50	30.04	27.82	27.22	26.27
42	34.02	32.71	30.11	27.92	27.24	26.27
43	34.13	32.77	30.17	27.95	27.26	26.27
44	34.27	32.91	30.26	28.00	27.28	26.27
45	34.32	33.01	30.35	28.06	27.40	26.35
46	34.42	33.09	30.44	28.18	27.42	26.35
47	34.55	33.19	30.48	28.25	27.46	26.35
48	34.67	33.26	30.57	28.26	27.49	26.42
49	34.76	33.40	30.73	28.28	27.51	26.48
50	34.90	33.50	30.75	28.30	27.55	26.52
51	34.93	33.54	30.80	28.37	27.61	26.55
52	35.07	33.80	30.83	28.38	27.62	26.58
53	35.16	33.82	30.93	28.49	27.65	26.59
54	35.22	33.86	30.97	28.51	27.66	26.61

## PAPERMAKERS' WAGE SCHEDULE

**Effective May 1, 2008**

Class	Machine Tender	Back Tender	3rd Hand	4th Hand	5th Hand	6th Hand
56	35.44	34.03	31.23	28.59	27.75	26.66
57	35.54	34.26	31.25	28.61	27.76	26.67
58	35.65	34.29	31.33	28.64	27.77	26.71
59	35.76	34.38	31.42	28.70	27.80	26.74
60	35.85	34.54	31.51	28.71	27.82	26.76
61	35.99	34.64	31.67	28.75	27.90	26.80
62	36.07	34.76	31.73	28.77	27.95	26.81
63	36.20	34.89	31.81	28.83	28.04	26.82
64	36.24	34.95	31.83	28.88	28.05	26.86
65	36.34	35.07	31.90	28.94	28.06	26.89
66	36.45	35.16	32.02	28.99	28.18	26.92
67	36.60	35.25	32.16	29.01	28.22	26.94
68	36.69	35.40	32.18	29.02	28.25	26.96
69	36.76	35.49	32.23	29.06	28.26	26.98
70	36.88	35.62	32.27	29.10	28.28	27.04
71	37.06	35.71	32.46	29.20	28.34	27.12
72	37.21	35.85	32.57	29.26	28.38	27.13
73	37.38	35.99	32.65	29.39	28.49	27.14
74	37.54	36.09	32.74	29.45	28.56	27.15
75	37.68	36.23	32.80	29.50	28.61	27.19
76	37.91	36.35	32.93	29.58	28.65	27.22
77	37.99	36.45	33.04	29.70	28.71	27.24
78	38.22	36.60	33.10	29.72	28.79	27.26
79	38.37	36.76	33.19	29.84	28.83	27.28
80	38.48	36.87	33.28	29.86	28.94	27.35
81	38.67	37.00	33.48	30.04	29.01	27.38
82	38.81	37.14	33.51	30.09	29.06	27.40
83	39.03	37.27	33.59	30.17	29.11	27.42
84	39.12	37.38	33.70	30.22	29.20	27.45
85	39.35	37.52	33.83	30.35	29.26	27.46
86	39.48	37.66	33.92	30.44	29.32	27.49
87	39.68	37.89	33.98	30.51	29.43	27.54
88	39.81	37.95	34.09	30.56	29.46	27.55
89	40.01	38.02	34.18	30.71	29.50	27.56
90	40.17	38.23	34.28	30.74	29.58	27.61
91	40.33	38.36	34.41	30.80	29.69	27.62
92	40.48	38.40	34.51	30.83	29.71	27.66
93	40.66	38.59	34.61	30.97	29.74	27.72

## **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 back 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 swipper, 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 – Oilers' Rates

### Section 3 – Mechanics and Mechanic Helpers Rates

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

#### Oilers' Rates

	2004	Applicable May 1			2008
		2005	2006	2007	
Class E	23.93	24.53	25.13	25.63	26.23
Class D	24.13	24.73	25.33	25.84	26.44
Class C	24.56	25.17	25.77	26.29	26.89
Class B	25.04	25.67	26.27	26.79	27.39
Class A	27.18	27.86	28.46	29.03	29.63
Head Oiler	28.11	28.81	29.41	30.00	30.60

### Section 3

#### Mechanics and Mechanic Helpers Rates

**Applicable May 1**

	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Mechanic Helpers (other than Painter Helper) and Electrician Helper					
Class A	24.14	24.74	25.34	25.85	26.45
Class B	23.94	24.54	25.14	25.64	26.24
Painter Helper – Class A	24.13	24.73	25.33	25.84	26.44
<u>Tradesmen –</u>					
Mechanics (notes 1, 2 )					
Class A	29.26	29.99	30.59	31.20	31.80
Class B	25.46	26.10	26.70	27.23	27.83
Class C	24.80	25.42	26.02	26.54	27.14
Electricians					
Class A	29.33	30.06	30.66	31.28	31.88
Class B	25.49	26.13	26.73	27.26	27.86
Class C	24.91	25.53	26.13	26.66	27.26
Painter					
Class A	28.72	29.44	30.04	30.64	31.24
Class B	25.08	25.71	26.31	26.83	27.43
Electrical Technician	30.16	30.91	31.51	32.14	32.74
Lead Tradesman (note 4 )					
Primary Station Operator	29.76	30.50	31.10	31.73	32.33

**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)**

Rates paid to Electrician, Instrument Man, and certain special occupations listed below in Note (4) and Welder Specialist as follows:

- A. A welder specialist rate of \$28.80/hour (subject to any annual wage increase) will apply to any qualified welder who meets the established requirements for the Mill's specialized welding procedures and as set out below. This rate will apply only for time spent working on high-pressure welding jobs in which the specialized welding procedures are deemed necessary by the supervisor:
- B. Requirements for specialized welding procedures rates of pay:
- C. The welder must either be in possession of a journeyman certificate as recognized by the Department of Training and Employment Development or be a Class "A" Welder as outlined in the Bowater Specification Mechanical Trades Agreement Booklet.
- D. The welder must possess a qualified F4 ticket (or equivalent) as recognized by the Department of Training and Employment Development.
- E. The welder must be certified on at least three of the five specialized welding procedures currently recognized for the Mill by the Department of Training and Employment Development and as required by the New Brunswick **Boiler and Pressure Vessels Act**.
- F. In addition and at a minimum, two (2) (of the seven (7) Local 164 welders each must be qualified for at least three of the five specialized procedures referred above. Furthermore, all of the five, as well as any new, specialized procedures must be qualified for and covered by at least the minimum two (2) members of the welder crew (7) referred above.
- G. It is understood that the requirements listed above only apply to Local 164 welder crew members currently employed at the Mill. All newly hired welders shall have to successfully complete testing on all **specialized** welding procedures required by the Mill (and approved by Department of Training and Employment Development).
- H. It is further understood that the Mill will allow its Local 164 welders an opportunity to test for "procedures" including any new procedures as per the Department of Training and Employment Development qualifications.

**Note (4)**

Lead Tradesman – Whenever a Class A or B tradesman has been assigned the responsibility of a working 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 tradesman and shall be paid his regular rate plus ten cents (10 ¢) during such time as he exercises this responsibility.

**Welding Specialist**

- A. In order to attain the rate of welder specialist, the welder must first be in possession of a journeyman ticket as recognised by the Department of Training and Education Development or equivalent. "A" rate is to be set as per Bowater's Specification-Mechanical Trades Agreement booklet.
- B. The welder must hold a qualified F4 ticket as recognised by the Technical Service Branch, New Brunswick Department of Safety Code and Services.
- C. In order for this Article to be feasible, the Union must ensure that a minimum of two welders qualify for at least three of the five procedures currently registered for the Dalhousie Mill with the Province of New Brunswick Department of Training and Education Development as required by the New Brunswick Boiler and Pressure Vessel Act.
- D. The welder may choose to certify himself with no less than three procedures that are required by the Mill, but at all times all procedures must be covered by the minimum number of welders.
- E. Both "C" and "D" above will apply only to welders presently listed with Local 164. All newly employed welders shall have to successfully complete testing on all procedures required by the Mill before being considered for the specialist rate.
- F. This Article, while bearing no prejudice to Article 8.01 of the Main Contract, will allow welders of the Mill an opportunity to test for new procedures before any contracting out of work commences.
- G. "F" above is intended to cover foreseeable projects and may not be feasible for an emergency procedure.

### Section 3

#### Special Occupations

Applicable May 1

	2004	2005	2006	2007	2008
Head Instrument Man	30.50	31.26	31.86	32.50	33.10
Head Electrician	30.50	31.26	31.86	32.50	33.10
Sub Machinery Inspector	30.04	30.79	31.39	32.02	32.62
Motor Service Man	25.02	25.65	26.25	26.77	27.37
Instrumentation Technician	30.16	30.91	31.51	32.14	32.74
Roll Grinder 1st Class	30.11	30.86	31.46	32.09	32.69
Roll Grinder 2nd Class	26.31	26.97	27.57	28.12	28.72
Roll Grinder 3rd Class	25.47	26.11	26.71	27.24	27.84
<b>Mechanics</b>					
Apprentice – Level 1	23.94	24.54	25.14	25.64	26.24
Apprentice – Level 2	24.14	24.74	25.34	25.85	26.45
Apprentice – Level 3	24.80	25.42	26.02	26.54	27.14
Apprentice – Level 4	25.46	26.10	26.70	27.23	27.83
Apprentice – Level 5	26.52	27.18	27.78	28.34	28.94
Journeyman	29.27	30.00	30.60	31.21	31.81
<b>Electricians</b>					
Apprentice – Level 1	23.94	24.54	25.14	25.64	26.24
Apprentice – Level 2	24.14	24.74	25.34	25.85	26.45
Apprentice – Level 3	24.91	25.53	26.13	26.66	27.26
Apprentice – Level 4	25.49	26.13	26.73	27.26	27.86
Apprentice – Level 5	26.61	27.28	27.88	28.43	29.03
Journeyman	29.33	30.06	30.66	31.28	31.88

### Section 3 – Special Occupations

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

Blacksmith	Class B or A
Pipe Coverer	Class C plus 4 cents
Brick Mason	Class C, B or A
Heavy Equipment Mechanic	Class C, B or A
Material Dispatcher	Class A
Material Dispatcher	Class C
Motor Mechanic	Class B or A
Woodyard Electrician	Class B
Electric Operator (Paper Machines) <sup>1)</sup>	Class B

- 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 4**  
**A – Job Classification Plan**

\*\* – See Section 4C

<b>Occupation</b>	<b>Job and Rate Class</b>
<b>WOOD</b>	
Head Woodhandler -- General	9
Crane Operator	13
Crane Operator Helper	2
Runner	8
Oiler, Class B	See Section 2 – Oilers' Rates
Drag Line Operator	2
Winch Operator Booms	2
Cable Man Booms	3
Woodhandler Conveyor #243	2
Tiering – Cleaning Crew	2
Woodhandler Conveyor #244	2
Motor Boat Operator	5
Chipper Feed Conveyor Man	2
Conveyor Man	1
Central Control Operator	15
De-Icing Chamber Operator -- Inlet	4
Boom Repairs – Lead Hand	3
Boom Repairs Helper	1
Drag Line and Portable Conveyorman	2
Bark Cleaner	2
De-Icing Chamber Operator -- Outlet	2
Cleaner General	1
Woodhandler Conveyor #206	2
Prentice Loader Operator	8
Unloader – Pusher Operator	6
Woodhandler Rebarks	2
Loader/Unloader (Drott)	8



<b>Occupation</b>	<b>Job and Rate Class</b>
<b>GROUNDWOOD</b>	
Cleaner	2
Oiler, Class B	See Section 2 – Oilers' Rates
Head Grinderman	15
Grinderman	6
Operator – Groundwood Refiners	9
Screenman	11
Decker & Stock Man	6
Automatic Loading System Man	6
Utility Man	4

<b>Occupation</b>	<b>Job Rate and Class</b>
<b>PAPER MILL</b>	
Cleaner	2
Oiler, Class B	See Section 2 -- Oilers' Rates
Beater Man	4
Machine Tender	<i>See Section 1 – Paper Machines</i>
Back Tender	"
Third Hand	"
Fourth Hand	"
Fifth Hand	"
Sixth Hand	"
Labourer	1

**CLOTHING CREW**

Head Clothing Man	See Section 1 – Paper Machines
Clothing Man	12
Clothing Man Helper	6
Clothing Man Helper – Beginner <sup>(1)</sup> **	2

<sup>1)</sup> 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.

**NEWS FINISHING**

Labourer	1
Oiler Finishing, Class C	See Section 2 -- Oilers' Rates
Rewraps	7
Rewinderman	6
Rewinderman Helper	4
Finishing – Wrapping Coordinator	12
Fork Lift Operator	5
Assistant Operator	5
Senior Assistant Operator	6

**Occupation****Job Rate and Class****CORE ROOM – RETURNABLE CORES**

Core Preparer	6
Core Handler Tour	4
Core Handler Capping	2
Core Handler Slotter & Crimper**	1

**NEWS SHIPPING AND STORAGE**

Checker, Mill	11
Tractor Operator (Shipping)	11
Car Preparer – Bracer	4
Clamp Truck Operator	7
Utility Man	7
Cleaner	1

**T.M.P.**

Head Operator	24
Assistant Operator	15
Fieldman	9
SBK Lift Truck Operator – Utility Man	4

**STEAM PLANT**

Labourer	1
Head Operator	29
Fireman A (Haug Fuel & Oil-fired boiler)	20
Fieldman	15
Fireman Helper	5
Boiler Cleaner **	1
Environmental Technician	13
Heating Inspector A	14
Cleaner-- Ventilating System	2

**Occupation**

**Job Rate and Class**

**TURBINE POWER**

Turbine Operator (Paper Machines)

17

**ELECTRIC POWER**

Primary Station Operator

See Section 3 – Mechanics' Rates

Electric Operator (Paper Machine)  
(Electrician, Class B or **A**)

"

**YARD SERVICES**

Equipment Operator

7 P.E.

Mobile Crane Operator

14

Labourer

2

Brakeman

6

Bark System

6

Head Trackman

6

**OFFICE PRODUCTION**

Clerk Beginner	See Section 5 – Clerks' Rates
Clerk – junior	"
Clerk – intermediate	"
Clerk – senior	"

**INDOOR GENERAL**

Material Dispatcher (Mechanic, Class A)	See Section 3 – Mechanics' Rates
Material Dispatcher (Mechanic, Class C)	"
Cleaner	1
Labourer/Freight Handler	3
Oil Keeper, Class A	See Section 2 – Oilers' Rates
Truck Operator (Stores) Inside Mechanical	6

**FIRE PROTECTION**

Fire Watch	<b>3</b>
Fire Inspector	<b>9</b>

**JOURNAL/TECHNICAL NEWS**

Quality & Roll Handler Inspector – Paper Machine	17 P.E.
Paper Quality Tester	<b>6</b>
Senior Lab Assistant	<b>17</b>
Lab Assistant	<b>12</b>
Chemical Handler Technician	<b>6</b>

**REPAIRS & MAINTENANCE**

Mechanical Truck Operator	<b>7</b>
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**WOODLANDS**

Quality Control Chip Handler	<b>6 P. E.</b>
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**Section 4**  
**B – Red Circle Rates**

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

**DALHOUSIE**

Occupation	2004	2005	2006	2007	2008
<b>Paper Mill</b>					
Clothing Man Helper - Beginner (Class 2)	23.21	23.79	24.39	24.88	25.48
<b>News – Finishing</b>					
Core Handler – Slotter & Crimper (Class 1)	22.94	23.51	24.11	24.59	25.19
<b>Steam Plant</b>					
Cleaner (Class 1)	22.86	23.43	24.03	24.51	25.11

**Section 4**  
**C – Rates J.C.P. Scale**

<b>Class</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
1	22.91	23.48	24.08	24.56	25.16
2	23.20	23.78	24.38	24.87	25.47
3	23.44	24.03	24.63	25.12	25.72
4	23.72	24.31	24.91	25.41	26.01
5	24.01	24.61	25.21	25.71	26.31
6	24.31	24.92	25.52	26.03	26.63
7	24.59	25.20	25.80	26.32	26.92
8	24.84	25.46	26.06	26.58	27.18
9	25.16	25.79	26.39	26.92	27.52
10	25.50	26.14	26.74	27.27	27.87
11	25.81	26.46	27.06	27.60	28.20
12	26.14	26.79	27.39	27.94	28.54
13	26.48	27.14	27.74	28.30	28.90
14	26.84	27.51	28.11	28.67	29.27
15	27.18	27.86	28.46	29.03	29.63
16	27.55	28.24	28.84	29.42	30.02
17	27.92	28.62	29.22	29.80	30.40
18	28.37	29.08	29.68	30.27	30.87
19	28.71	29.43	30.03	30.63	31.23
20	29.12	29.85	30.45	31.06	31.66
21	29.50	30.24	30.84	31.45	32.05
22	29.85	30.60	31.20	31.82	32.42
23	30.23	30.99	31.59	32.22	32.82
24	30.68	31.45	32.05	32.69	33.29
25	31.03	31.81	32.41	33.05	33.65
26	31.42	32.21	32.81	33.46	34.06
27	31.79	32.58	33.18	33.85	34.45
28	32.22	33.03	33.63	34.30	34.90
29	32.59	33.40	34.00	34.68	35.28
30	32.99	33.81	34.41	35.10	35.70
31	33.37	34.20	34.80	35.50	36.10



## Section 5 – Clerk Rates

### Part I – Hourly Rates

Occupation	2004	2005	2006	2007	2008	2009
Department Clerk <sup>2)</sup>						
Clerk Beginner <sup>1)</sup>						
Clerk Junior						<b>Intentionally left blank</b>
Clerk Intermediate						See Grade 5 – Salary Scale
Clerk junior						See Grade 6 – Salary Scale

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) 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

### Part 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 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 occurred;

- 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.

## 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 (1) year after the implementation of this schedule, and every year thereafter, the normal forty hour (40) 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. (See Addendum 3 of the CEP Common Agenda.)

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. 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.
4.
  - 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.
5. 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.
6. The regular weekly pay will be based on the time worked during the preceding calendar week, that is from Sunday to Saturday.
7. 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.
  - 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.
- 8. 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

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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/Québec 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 Vice President and Resident Manager will take steps to ensure that all 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.

**8. Humanity Fund**

During the term of the 2004-2009 collective agreement, starting in November 2005, each mill of the Company will match each employees contribution to the Humanity Fund up to a maximum of \$20 per year, with a mill-wide yearly maximum of \$10 multiplied by the number of classified employees at the date of ratification.

Upon request of employees to set up a pay deduction, each mill will administer the required pay deduction.

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

**9. Non-Discrimination**

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



**10. Local Issues and Contract Language**

Individual mill local issues and contract language changes previously agreed to as part of 2004-2009 bargaining will be attached to and form part of this agreement as part of the local ratification process at each location.

Letter of Intent  
Between the Company  
and the  
Communication, Energy and Paperworkers Union of Canada  
and its Locals

Contracting out

In light of the discussions that were conducted by the parties during the 2004 negotiations process regarding the concern of the Union related to the use of contracting out and the potential effect of the new Quebec law (labour code, art. 45), the parties agree to implement for the duration of the collective agreement (2004 – 2009) this particular letter of intent to ensure following-up on this subject.

By this letter, the Company commits that it is not its intention to lay off the regular employees through the use of contractors. Further the Company commits to work with the Union at all levels (National, Regional, Local) with respect to the foregoing, specifically to ensure that plans to contract out work are properly communicated and the scope of work that is going to be done is reviewed. At the local level, the discussion (emergencies excepted) will provide an opportunity for the Union to ask questions about the scope of work and seek clarification on alternatives before the Company awards the contract.

It is agreed that all existing contracting out language in the collective agreements remain unchanged and that the use of this letter represents a guiding principle and is a reference for the parties but is not included in the Memorandum of Agreement.

Upon Union request, the Company agrees to a meeting with the National Executive of the CEP mid way through the contract term to review the application of the guiding principle described in this Letter of Intent.

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Georges Cabana  
Vice President, Human Resources and Public Affairs, Canada

**11. Forest Products Industry's Job Classification Plan (JCP)**

Letter of Intent  
From the Company  
To  
CEP and its locals governed by the Job Classification Plan

**Forest Products Industry's Job Classification Plan (JCP)**

The Company commits to support the establishment in 2005 or later of a JCP advisory revision committee and to offer it all the cooperation required.

The committee's main goal would be to review the plan's criteria (e.g. value of criteria, qualifications, prerequisites or other criteria relevant to this study) and to ensure that they reflect today's reality particularly with regards to new technologies and new qualification requirements within the industry. Furthermore, it would ensure compliance with the various pay equity legislations.

The objective of the committee is to ensure a better internal equity between jobs covered by the Job Classification Plan and to formulate a global proposal to update the Plan. The advisory committee does not have the mandate of examining the remuneration issues that could result from a revised structure of classes.

The advisory committee must jointly agree and approve the recommendations. Then, those recommendations will be ratified and implemented by the parties.

In the event that rate adjustments must be made to the jobs evaluated under the JCP, such adjustments, will be approved by, each member company in cooperation with the CEP Locals involved.

The companies and unions who will delegate participants to said committee will be fully responsible for all costs incurred by their respective participants. Should the services of an outside consultant be necessary, the selection of this consultant will be made jointly and consulting fees and other related expenses will be shared.

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.

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

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) Medical and Dental 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. Bowater Canadian Forest Products**

A complete and updated copy of Bowater Canadian Forest Products (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 Vice President and Resident 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. 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.

**2. 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 re-evaluated classifications and delete classifications which no longer exist.



**May 1, 1987**

1. 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 Bowater Canadian Forest Products retirement plan as it applies to primary mill employees covered by this agreement.

**2. 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.

3. 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.
4. Repair and maintenance employees subject to be called to answer breakdowns or emergencies of the mill will be supplied with "pagers". The organisation 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 supersedes 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.

The Company agrees to continue holding one (1) local annual meeting on the Pension Plan for union employees at each mill with union representatives chosen by each local union.

If any, lost wages for one (1) representative per CEP local will be paid for the time spent attending such meeting at the mill level. Where applicable, existing local arrangements for travel and expenses will be maintained.

**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 Bowater Canadian 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 – Employee Retirement Plan, July 8, 2005**

The Union and the Company agree that the following provisions will be added to the Employees' Retirement Plan and will be effective for all new disabilities starting on or after the first of the month following the date of ratification:

“An employee who is absent from work as a result of a non-occupational illness or accident and who is in receipt of short-term disability benefits sponsored by Bowater may continue accruing creditable service under the Bowater Canadian Forest Products Employees' pension plan if he makes the required contributions to the plan during this period of disability.”

The contributions to the Plan required for the employee to accrue his creditable service will be based on the applicable contribution formula. Such pension contributions will be based on his regular hourly straight time rate of his classified occupation and multiplied by the hours of his regular work schedule. Employees will be asked to sign a form confirming their undertaking of that privilege or waiving that privilege.

**7. 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.

**8. 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.

**9. 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.

## LETTER OF UNDERSTANDING

between

**Bowater Maritimes Inc.**

and

**Communications, Energy and Paperworkers Union of Canada**

**Locals 146, 164 and 263**

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### **Re. Establishment of “In term Committee”**

The Company and the Union agree to the establishment of an In Term Committee which shall meet twice yearly, or more often as may be agreed to by the parties, to deal with business issues affecting the membership of the Union and problems arising from the administration of the collective agreement.

The In Term Committee shall consist of six (6) members: the President of each CEP Local of the Mill, the Vice-president and Resident Manager of Bowater Maritimes Inc. and two (2) appointed members of the Mill senior staff. Each member will elect one person from their respective group to act as substitutes. The Union and Management will each elect one person from their respective group to act as Co-Chairperson.

The Co-chairpersons shall arrange for meetings of the In Term Committee and will agree on the meeting agenda. Items for inclusion on the agenda shall be exchanged between Co-chairpersons two (2) weeks in advance of the meetings. It is agreed that items dealing with a revision to the collective agreement or interpretation and/or application of the collective agreement will be submitted in writing to the other party thirty (30) days in advance of the meetings.

This understanding may be cancelled by any of the parties signatory hereto through the serving of a 30 days written notice to the other parties of its intention to do so.



**For Bowater Maritimes Inc.**

**For Communications, Energy and  
Paperworkers Union of Canada, Local 146**

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Interim Mill Manager

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Local President

**For Communications, Energy and  
Paperworkers Union of Canada, Local 164**

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Human Resources Manager

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Local President

**For Communications, Energy and  
Paperworkers Union of Canada, Local 263**

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Local President