

1998 - 2004

LABOUR AGREEMENT

BETWEEN

E.B. EDDY FOREST PRODUCTS LTD.

HULL & OTTAWA MILLS

AND

**COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION OF CANADA
C.I.C.**

LOCALS 33, 34 & 73

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

LOCAL 412

09041 (03)

GENERAL PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is in the mutual interest of the employer and the employee ~~to~~ provide for the profitable operation of the Mills of the Company located in Hull, Quebec and Ottawa, Ontario including the Colonnade Sheeting Facility under methods which **will** further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of plant, and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees ~~to~~ cooperate fully, individually and collectively, for the advancement of said conditions.

1.02 The Company and the Union subscribe to and support all applicable Human Rights legislation as it pertains to employment related issues.

RECOGNITION AND UNION MEMBERSHIP

2.01 The Company recognizes the signatory Unions as the only agencies representing their respective membership for the purpose of collective bargaining. It is further understood that such bargaining shall at all times be with the signatory Unions collectively and not individually.

2.02 Any employee, eligible for membership in one of the signatory Unions, who is now a member or who, after this date, becomes a member or is reinstated as a member of any of the signatory Unions shall, as a condition of continued employment, maintain such membership in good standing.

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2.03 New employees covered by this Agreement shall, as a condition of employment, join one of the signatory local unions after thirty days.

All new employees will serve a probationary period of *sixty* (60) days beginning from employment date. During this period the Company, at its discretion, may terminate probationary employees and such action shall not be subject to the grievance or arbitration procedures.

2.04 In the event of a Local Union intending to suspend a member for non-maintenance of membership or to expel a member for cause, the signatory Company shall be notified by the Local at least seven days previous to the effective date of such action or previous to such lesser period as may be mutually agreed upon.

2.05 Employees eligible for membership in the Union, under the terms of this Agreement, include all those employed inside and outside the mills, except Superintendents, Salaried Foremen, Office Staff, Engineering Departments, Guards, Office Janitor ~~Staff~~, and all salaried employees, not working within the jurisdiction of these Unions.

2.06 Any hourly-rated employee (who is a Union member) who accepts a salaried position in his regular department and subsequently complies with the membership provisions of the Union constitution concerned, may be returned to the bargaining unit within nine (9) months. His seniority shall be an aggregate of:

- i) All seniority acquired as **an** hourly-rated employee in the bargaining unit, and
- ii) All service acquired as a salaried employee up to a maximum of nine (9) months.

2.07 The Company will agree that when an employee from the Sundry Labour Pool is working in a department for 60 consecutive calendar days he shall become a member of this department and the employee's seniority will date back to his date of employment in the department and that his section number will be changed.

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MEDICAL EXAMINATION

3.01 The Company reserves the right to require a medical examination of all new employees

PROMOTION, DEMOTION AND RECALL

4.01 In all cases of labour movement (promotion, demotion, lay-off, recall) seniority principles as described below are applied provided the employee has the skills, ability, and qualifications to perform the duties of the occupation.

4.02 SENIORITY:

The parties to this agreement recognize three types of seniority.

- a) Job Seniority
- b) Departmental Seniority
- c) Company Seniority

4.03 JOB SENIORITY:

Shall accrue to a regular employee from the first date of entry into a given job classification

4.04 DEPARTMENT SENIORITY:

Shall accrue to a regular employee from the date of transfer or hire to a regular position in a department

4.05 MECHANICAL EMPLOYED

In the maintenance department, reductions in personnel will be done by trade (job) seniority at the level of specific trades.

4.06 COMPANY SENIORITY:

Shall accrue to a regular employee as determined by his continuous service in the Company. New employees shall be considered as probationary for the first sixty days of employment and thereafter shall assume full seniority dating back to the time they were employed.

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4.07 JOB POSTING:

When permanent vacancies occur in the bottom of the line of progression, or new jobs are created or other vacancies, such positions will be posted on the departmental bulletin boards for at least seven (7) calendar days. If there are no applicants, members of the Sundry Labour Pool working in the department that have their section number or have been in the department for 60 days will be given the opportunity to fill the vacancy. Departmental seniority will be given preference in considering all applications for such vacancies coming open in a department. Where departments have to go to millwide postings, mill seniority shall be given preference in considering all applications. Copies of such notices shall be given to the appropriate Union Local.

4.08 In the event of a promotion in a line of progression, job seniority shall prevail subject to Article 4.09. If the employee returns or is returned to his previous position under the terms of 4.09 he will maintain his job seniority as if he had never been promoted.

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Where job seniority is equal, department seniority shall prevail: if department seniority is equal then company seniority shall prevail.

4.09 An employee promoted to a position covered by union jurisdiction will be given a trial period of up to 90 days. If the employee is found inefficient in the opinion of Management or if the employee wished and the Company agreed, that the reason was adequate, the employee shall be returned to his former occupation.

4.10 Should an employee refuse promotion, he or she shall sign off and a copy shall be given to the local union. The employee's right to be considered for future promotions shall not be taken away. Promotions may only be refused by the employee for proven medical or other valid reasons or when it is agreed to be in the best interest of the employee and the Company.

DEMOTION AND LAYOFF

4.11a) In the event it becomes necessary to temporarily demote an employee because of a curtailment of operations or any other reason, the employee will be demoted from the line of progression according to reverse job seniority.

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In the event of such a temporary demotion of more than one week, the displaced employee will bump into the highest job within the line of

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progression below his own which he can assume with two days of training or less

4.11b) In the case where an employee with less Company seniority remains in the line of progression following the application of 4.11 a), employees with the least Company seniority in displaceable occupations will be removed from the line of progression so as to ensure that senior employees are not displaced.

4.11c) An employee who is displaced from his/her line of progression may displace an employee in the entry level occupation of another line of progression provided he/she has: the Company seniority to do so and the skills, ability and qualifications to perform the duties of the occupation

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4.11d) If an employee cannot displace an employee following the application of 4.11a) to 4.11c) and there is an employee with less

Company seniority in a displaceable occupation. the less senior employee in a displaceable occupation may be removed from the line of progression. the employees behind him will move up and the displaced senior employee will be inserted into the entry level occupation of the line of progression provided he/she has the skills, ability and qualifications to perform the duties of the occupation.

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4.11e) Employees who cannot retain a position will be temporarily returned to the Sundry Labour Pool.

4.12 A regular employee who is laid off for lack of work will be placed on a recall list for a period equal to his service or a period of one (1) year whichever is the lesser. Laid-off employees shall be recalled in the reverse order of their lay off. The employee must return to work within seven (7) days of receipt of written notice

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4.13a) In the event it becomes necessary to permanently demote an employee because of curtailment of operations, job elimination or other reasons, the employee will be demoted from the line of progression according to reverse job seniority.

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In the event of such a demotion normal training will be given to the employee who requires it to perform the regular duties of the job

4.13b) In the case where an employee with less Company seniority remains in the line of progression following the application of 4.13 a), employees with the least Company seniority in a displaceable occupation will be removed from the line of progression so as to ensure that senior employees are not displaced

4.13c) An employee who is displaced from his/her line of progression may bump into the entry level occupation of the line of progression where the most junior employee is in a displaceable occupation if he/she has more seniority and if, given normal training, can perform the duties of the occupation. or he/she may, if he/she so wishes, displace a spare in his/her own department, if he/she has the necessary seniority.

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It is understood that if the employee chooses to displace a spare in his department and that his previous position is occupied by an employee

having less job seniority. the employee can retain **his position when the other employee can retain** his position as a spare. In the case where the spare employee can not retain his spare position, the employee with the least company seniority returns to the Sundry Labour Pool.

It is understood that if the employee chooses to displace a departmental spare in his/her own department, this employee will maintain and continue to accumulate job seniority on his former position.

4.13d) If, following the application of 4.13a) to 4.13c), there is a less senior employee still in the schedule in a displaceable occupation, the least senior employee in a displaceable occupation will be removed from the line of progression provided the employees behind him/her can move up and the entry level position will then be filled with the displaced senior employee if following normal training, he/she would be able to perform the duties of the occupation.

4.13e) Employees who are unable to obtain a position following the application of 4.13 a) to 4.13 d) will be transferred to the Sundry Labour Pool

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4.14 In the event that lay-offs are necessary, they will be done from the Sundry Labour Pool according to reverse Company seniority.

4.15 Sundry Labour Pool

Supplementary labour needs within a department will be fulfilled by departmental spares (where they exist) and then by employees in the Sundry Labour Pool. These needs vary significantly and are not known in advance and can therefore not be determined in advance. Consequently, employees will be assigned **work** as it becomes available.

Department spares not required for a period of time in the department to which they have posted will be sent to the Sundry Labour Pool for assignment. they will have the first recall to their regular department as labour needs dictate

Any and all requirements for departmental spare will be determined by the Company and be filled through the job posting procedure within the Sundry Labour Pool.

Sundry Labour Pool employees assigned to work in a department in which he/she previously held a position cannot regain his/her previous department seniority.

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An employee will only be entitled to utilize Article 4.13 when he/she is being returned to the Sundry Labour Pool following the permanent elimination

of a position or at any time after having been temporarily displaced continuously for more than three (3) months at which time he/she will a) assume the new job permanently b) relinquish any rights to return to his/her previous position. The employee will sign a declaration to this effect and a copy of this declaration will be given to the appropriate local union. It is understood that *if* such an employee who has been temporarily displaced has not used 4.13 within a year of his displacement, he/she will be placed in the Sundry Labour Pool, relinquishing access to 4.13.

Appendix G - Entry Level Occupations
Appendix H - Displaceable Occupations

5

COLLECTION OF UNION DUES BY PAYROLL DEDUCTION

5.01 The Company agrees to deduct Union dues from the pay of those employees who have voluntarily signed an Authorization Card requesting the Company to do so.

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"In the event of dues being missed for reason of absences or administrative errors, the Company will deduct the total of such missed dues. To this effect the Union will submit to the Payroll

4.15 Sundry Labour **Pool**

Supplementary labour needs within a department will be fulfilled by departmental spares (where they exist) and then by employees in the Sundry Labour Pool. These needs vary significantly and are not known in advance and can therefore not be determined in advance. Consequently, employees will be assigned work as it becomes available.

Department spares not required for a period of time in the department to which they have posted will be sent to the Sundry Labour Pool for assignment; they will have the first recall to their regular department as labour needs dictate.

Any and all requirements for departmental spare will be determined by the Company and be filled through the job posting procedure within the Sundry Labour Pool.

Sundry Labour Pool employees assigned to work in a department in which he/she previously held a position cannot regain his/her previous department seniority.

- 13 -

An employee will only be entitled to utilize Article 4.13 when he/she is being returned to the Sundry Labour Pool following the permanent elimination

Department at the end of each month a list of employees and the amount of dues to be deducted. These deductions will be made the following week. The Company will provide the local unions with a list of the members on whose behalf dues were deducted".

5.02 The Company does not accept the responsibility for the collection of fines levied against individual members by the Union involved.

5.03 Initiation Fees - The Company agrees to deduct initiation fees from the pay of new employees.

6

JURISDICTION

6.01 The Company will not be required to act upon any question of jurisdiction which may arise between the individual Unions. All questions of jurisdiction shall be decided by the Unions themselves. There shall be no work stoppage as a result of jurisdiction disputes.

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7

INDIVIDUAL RESPONSIBILITY

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

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MANAGEMENT'S RIGHTS

8.01 The Unions acknowledge that supervision, management and control of the Company's business and plans are exclusively the functions of the Management

8.02 However, nothing in the above wording or in its interpretation shall be used to supersede, or circumvent, the proper intent of any clause in this agreement

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9

TERM OF AGREEMENT



9.01 The parties agree that the Collective Agreement **will be renewed** for a period of **six (6)** years May 1, 1998 to April 30, 2004, and from year to year thereafter, subject to termination or modification by either party on April 30 in any year on at least thirty days (30) written notice by the party desiring the change.

The parties agree that all other provisions of this Collective Agreement taking effect on May 1, 1998 will remain effective up to and including April 30, 2004.

9.02 There will be no suspension or stoppage of work because of the termination of this Agreement or failure of renewal, while negotiations are in progress.

9.03 The current Labour Agreement will continue in full force and effect while negotiations are in progress and scheduled production continues

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10

INTERRUPTION OF WORK

10.01 No strikes, walkouts or lock-outs shall occur during the life of this Agreement.

10.02 It is agreed that in the event of cessation of operations due to a strike following the termination of this Agreement, the Company's property will be protected and maintained in operating condition by the minimum number of employees which may be required.

11

COMPANY RULES, REGULATIONS
AND INSTRUCTIONS

11.01 It is understood and agreed that all reasonable rules, regulations and instructions of the Company which do not conflict with the provisions of the Agreement or the Provincial or Federal laws, are affirmed and form part of this Agreement, and will continue in force and effect during the life of this Agreement or any extension thereof. Company agrees to provide copies of Company rules to each Local Union President.

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GOVERNING LAWS

12.01 The parties to this agreement agree to abide by all the Provincial and Federal laws

insofar as they apply to this Agreement

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SCHEDULE OF OPERATIONS

13.01 The regular operation of the mills will be 7 days per week, subject to the conditions outlined in clause 44 -Continuous Operation

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SCHEDULE OF HOURS

A - TOUR WORKERS

14.01 Tour or shift workers are those who are engaged on a two or three alternating shift basis, or those regularly employed on night work. Shifts on 24-hour basis will normally change at 8:00 a.m., 4:00 p.m. and midnight and whenever possible, shifts will rotate in sequence weekly. The starting and stopping time may be changed by mutual agreement

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Tour and Shift Workers employed on a seven day continuous operating schedule will work an average of 37-1/3 hours per week. It is understood that the shift schedule will be agreed by each department and implemented following

discussion and agreement with the Company Requests from the local Unions for changes in the shift schedule will not be unreasonably refused by the Company Attached hereto Appendix I are the applicable schedules covering the various tour and shift schedules

It is understood that there will be two crews (letters) designated on call for each shift on the Ottawa Paper Machine and Stock Preparation schedule

For the purpose of selecting a shift schedule for employees on continuous operations, the following "groups" will be considered a department

14 P.M. (Paper Machine & Stock Preparation)

Ottawa Specialty (#10, 11 Paper Machines & Stock Preparation)

Quality Control & Technical

Shift Mechanical

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Shift Electrical

Steam Plant

Filtration Plant

Power House

Finishing/Shipping - Ottawa

Finishing/Shipping - Hull

Material Handling (includes Garage Crew)

Stores

B - DAY WORKERS

14.02 All employees who are not part of Tour Workers as defined in "A" above are considered as "Day Workers"

14.03 The regular hours of employment for day workers will be scheduled for each department, with the exception that:

1) During certain seasons or due to exigencies of operation these hours may be reduced.

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2) A day worker's starting time or lunch period may be varied only by a maximum of one hour previous or subsequent to his regular starting time or lunch period. However, a day worker's lunch period may be cancelled when he is working on a machine on which it is possible for the operator to eat lunch while full production

continues

14.04 See Section 19 - Overtime (Day Workers), sub-section 4. for rules of payment where starting times or lunch periods are changed

14.05 Every attempt will be made to ensure that men are employed for 8 hours per day provided that useful work can be assigned. If an employee is reassigned to priority work, there will be no option to go home. Where there is no work available in his regular assignment and the employee is not being reassigned to priority work, he will then be given the option to go home.

14.06 The twelve (12) hour compressed work week agreement dated November 1987 (appended to the Labour Agreement) will remain in full force and effect subject to the terms and conditions contained therein.

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WAGES

15.01 The classification and wage rates agreed to shall be effective during the life of this Agreement.

16

RATES OF PAY

16.01 When an employee is temporarily required to do work other than that at which he is regularly employed, the regular rate of the temporary occupation shall apply. However, if the regular rate of the temporary occupation should be less, the employee's regular rate shall apply unless his regular job is not available or the temporary transfer is at his own request. in which cases the lower rate shall apply.

16.02 When a wage earner (except employees receiving supervisory compensation) is temporarily promoted to a supervisory position regularly occupied by a salaried employee, he shall, during the term of the temporary promotion, receive additional minimum compensation of 35 cents per hour. However, when due to the absence of a Foreman, a Lead Hand is called upon to accept the responsibility, he shall receive a rate which is 35 cents per hour higher than his regular rate.

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16.03 An employee in the Speciality Finishing Department shall not be displaced while his work is in progress.

16.04 When an employee is required to attend a Company-sponsored training session, he shall be paid at his card rate for time in attendance including payment of overtime if applicable.

16.05 Employee working 50% of time at a higher rate in a 12 month period. card rate to be revised

16.06 The wage rate for a student employee will be \$1.00 per hour less than the hourly rate of the occupation for students employed from May 1 to September 30

17

LOCAL ADJUSTMENTS

17.01 Adjustments will be considered annually on the basis of requests submitted not later than March 1st.

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17.02 Request for adjustments will be screened by Union officials prior to submission of these to the Company, and those affecting wages will be confined to inequalities arising from changes in job conditions

17.03 Adjustment requests will be discussed in good faith by both parties and will be settled

locally prior to the annual wage conference. and will become effective May 1

17.04 When equipment of a type new to the mill or a major change in the process system results in the creation of a new occupation or occupations, every effort will be made to establish a permanent rate for the occupation or occupations within three months of the date at which the duties and responsibilities are established. wages made retroactive to starting date.

18

OVERTIME (TOUR WORKERS)

18.01 A tour worker will receive time and one-half under the following conditions.

1. For first eight hours worked on Sundays.

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2. For additional hours worked over his regular daily hours of work except:

a) When required to work more than eight hours, but not continuously in a twenty-four hour period due to change of shifts required by the normal scheduling of mill operations

a)

b)

b) By arrangements between a tour worker and his mate to exchange shifts, in whole or in part, with the approval of their supervisor

c)

d)

e) When required to replace an employee for tardiness **up** to two hours

3. For hours worked before or after his regular shift on day work at the rate of the irregular job, subject to the provisions of *Section 16*

4. For hours worked on his scheduled day off, subject to the provisions of *Section 22*.

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5. For hours worked in excess of 40 straight time regular hours in any week from Monday to Saturday inclusive, subject to the provisions of subsection 2 (a), (b) and (c) above

18.02 A tour worker **will** receive double time under the following conditions

1. For all hours worked in excess of eight hours on a Sunday.

2. For hours worked on a statutory holiday.

18.03 It is the responsibility of the three men on each job to provide for continuous 24-hour operation per day.

19

OVERTIME (DAY WORKERS)

19.01 A day worker will receive time and one-half under the following conditions.

1. For hours worked after his regular stopping time at night and before his regular starting time in the morning subject to the provisions of subsection I below.

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2. For hours worked in excess of 40 straight time regular hours in any week from Monday to Saturday inclusive, it is understood that the weekly day off for having worked the preceding Sunday is considered as eight hours' time worked during the period Monday to Saturday inclusive.

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3. For the first eight hours worked on Sundays.
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4. For the time worked up to one hour during his regularly scheduled lunch period or before his regularly scheduled starting time, unless notice of change has been given by 12:00 noon of the previous day
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1. For hours worked before or after the previously scheduled times on the first day or night worked on the changed schedule, providing 24 hours' notice of change has not been given. It is agreed that the schedule of daily normal starting and stopping times will be notified by the end of the previous week, but this may be changed without payment of time and one-half on 24 hours' notice. If an irregular job is completed prior to schedule or the job is cancelled, the employee may elect to return to his regular

occupation and time and one-half will not be paid in this case. However, if required to continue on the irregular job to completion of schedule at a lower rated occupation, the employee shall be paid the rate of his regular job.

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2. A minimum payment of fifteen minutes will be made to employees authorized to work beyond their normal stopping time at night. Time worked beyond fifteen minutes will be calculated to the next half hour.

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1. For hours worked on his scheduled day off, subject to the provisions of Section 22.

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5. A day worker transferred to tour work shall be subject to regulations governing tour workers.

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19.02 A day worker will receive double time under the following conditions:

1. For all hours worked in excess of eight hours on a Sunday
2. For hours worked on a statutory holiday.

CALL-IN

20.01 Maintenance employees called in to work for a breakdown after they have punched out will be paid a minimum of four hours' pay or time and one-half for the time worked until the job is completed and each subsequent unrelated task that they are requested to complete will be paid the call-in of four hours.

20.02 All employees called in to work to replace a mate will be paid time and one-half for the time worked until the beginning of their regular shift.

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20.03 Where a day or maintenance worker who has been called in works five hours or more immediately before the commencement of his regular shift, and is then required to work his regular shift, he shall be paid time and one-half for all hours worked

20.04 Where a day or maintenance worker has been called in five hours or more before the commencement of his regular shift, and the job is completed one hour or less previous to the

commencement of his regular shift, if he is required to work his regular shift, time and one-half will he paid for the elapsed time between completion of the job and commencement of his regular shift.

20.05 A regular tour worker or day worker who is called on duty outside regular scheduled hours shall he paid premium time (time and one-half) or minimum of 4 hours' pay whichever is greater for the work performed on each call. Each subsequent unrelated task that is requested to be completed will be paid a call-in of four hours.

20.06 A tour worker called in for a wire or clothing change will be paid according to Clause 24 - Clothing Changes

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20.07 A maintenance employee being paid premium time for machine startup, an emergency breakdown or for completion of a job, and is requested to perform work on an unrelated emergency breakdown, will he paid a call-in of four hours or time and one-half for the time worked on the unrelated emergency breakdown

SUNDAY WORK

A - MAINTENANCE TOUR WORKERS

21.01 Where tour workers in the Maintenance and Service Departments (i.e. Shift Millwrights, Shift Oilers, Shift Pipefitters, Shift Electricians, Power-house Operators, Steam Plant Personnel, and Garage Mechanics) work six consecutive hours or more on a Sunday, or are called in and **work** six consecutive hours or more on a Sunday, they shall be entitled to and expected to take one day off during the same week (Monday to Saturday inclusive), the specific day off to be mutually agreed between the man and his Superintendent.

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B - MAINTENANCE DAY WORKERS

21.02 Sunday maintenance work will commence at 7:30 a.m. with a paid lunch period, not to exceed twenty minutes, for those working to at least 12:30 p.m. However, in case of an emergency, the employees' starting time may be changed by mutual agreement.

21.03 Where a maintenance employee works six hours or more on a Sunday he shall be entitled to and expected to take one day off during the same week, Monday to Friday inclusive. the specific day off to be mutually agreed between the man and his Superintendent.

When the Sunday work coincides with a Statutory Holiday, the employee may choose to take the following Friday off or to work the following Friday at premium time. If there are not enough employees available for work on the Friday to maintain efficient operations, the Company reserves the right to schedule the employees it requires and will pay them at premium time.

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SCHEDULED DAYS OFF

22.01 Every effort will be made to have an employee's scheduled day off rotate weekly

22.02 Every effort will be made to have an employee's scheduled day off and his scheduled day off for having worked Sunday fall

consecutively

22.03 When the following Sunday is the employee's designated Sunday off every effort will be made to have his scheduled days off fall immediately prior to that Sunday

22.04 A statutory holiday occurring during the week will not constitute a day off for having worked the previous Sunday. However, if an employee's regularly scheduled day off falls on a statutory holiday, the established Departmental weekly work schedule will not be disrupted

22.05 Management will endeavour to minimize maintenance work on Sundays, and further agrees to give each maintenance man at least one Sunday off in four Sundays falling immediately before a Monday holiday to be counted as Sundays off.

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22.06 When mechanical employees have special arrangements for their long weekends, every effort will be made by the Company to allow them the Sunday off.

22.07 Maintenance workers who work *ten* hours or more on Sunday and finish less than eight hours in advance of their scheduled starting time on Monday will be allowed *to* take Monday off in lieu of their regularly scheduled day off for

Sunday work during that week

22.08 Maintenance workers who have worked 12 hours or longer in a 24-hour period and who complete their work less than 6 hours in advance of their scheduled starting time, will be allowed to take the following day off in lieu of their regular scheduled day off during that week, provided the employee informs his supervisor of his intention to accept this option before leaving the Mill.

22.09 When an employee is required to work on his scheduled or designated day off, he shall be paid for all hours worked on such day at time and one-half, subject to the following exceptions:

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a) When an employee wishes to change his scheduled or designated day or days off, he will notify his supervisor at least 24 hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day or days originally scheduled as his scheduled or designated day or days off. On the other hand, if he is required to work on the alternate day or days off, he shall be paid at the overtime rate.

a)

b) In the event of an employee being required to

work on his scheduled or designated day or days off. he will be paid at straight time rates provided he has been given at least 24 hours' advance notice and assigned another day or other days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on such day or days.

22.10 This clause shall not be interpreted to interfere with any existing clause dealing with overtime for tour workers.

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23

SHIFT DIFFERENTIALS

23.01 A shift differential of forty cents (40 cents) on the second shift (4-12) and sixty cents (60 cents) on the third shift (12-8) will be paid to all employees defined as shift workers under Section 14-A. Overtime premium will not be paid on shift differentials. For irregular shift workers on day shift, the payment of shift differentials will commence at 5:00 p.m daily

CLOTHING CHANGES

24.01 Employees called in to the mill to assist in clothing changes shall be paid six hours' time or time and one-half for all hours worked whichever is the greater

24.02 Employees required to remain over at the end of their shift to complete a clothing change shall be paid time and one-half for all hours worked beyond their regular hours.

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24.03 Employees who have finished their regular shift and remain over to change a whole wire or felt shall be paid six hours' time or time and one-half for all hours worked whichever is the greater

24.04 A clothing change is understood to mean the removal of the existing wire or felt, whole or "cut-off", and its concurrent replacement with another piece of clothing.

24.05 When a paper machine operates less than 5 days per week, the paper machine personnel affected by reduced operation will be brought in to supplement the regular wire and felt crew and will be paid their regular hourly rates. If these men are not available, volunteers will be brought in and will be paid the volunteer hourly rate

24.06 If in a work week an employee works less than 40 hours Monday to Saturday inclusive because of the short-time operations on the Paper Machine and a wire is changed on the following Sunday, the Paper Machine men brought in, who have been affected by the short time, will be paid their regular hourly rates

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24.07 Employees working on wire or felt changes must be provided with a paid 20-minute lunch period when the wire change extends through a normal lunch period. These lunch periods, however, must be arranged without affecting the progress of the wire or felt change

24.08 The Company agrees to pay the appropriate shift differentials to wire and felt crews called in to change a wire or felt during the 4 to 12 or 12 to 8 shifts. This premium will apply

only on straight time hours.

24.09 When an employee is called in to assist in clothing change involving more than one item of clothing, each piece of clothing changed will be construed to be a separate call-in and the employee will be entitled to six hours' pay or time and one-half, whichever is the greater, for each item of clothing changed.

24.10 Paper Machine and Stock Preparation Crews changing wires and felts on Sundays will be paid their card rate.

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25

STARTUP AND SHUTDOWN PROCEDURE

25.01 The Paper Machines will make ready for startup after a normal scheduled weekend or statutory holiday shutdown in accordance with the following

Hull and Ottawa Specialty Machines

Machine Crews - One half-hour before the designated starting time

Stock Preparation Crews - Up to one hour before the designated starting time except Tub Size Hand and Filler Additive Hand who will be required up to two hours

It is understood that Stock Preparation personnel may be required to report at times different from the above. However, the local union concerned will be advised

- 10 -

25.02 In addition to the regular machine crews, other employees of service departments who are required to assist in early startup will be expected to conform with the above schedule

25.03 (Refers to 6-day operations) When a paper machine operates on a 6-day schedule, the paper machine winders **will** operate on Sundays when required to clear up reels. The **3rd**, 4th and 5th Hands will perform these duties and will be paid their regular hourly rates.

25.04 During total mill shutdown for a statutory holiday, mill shutdown procedures will take place during total shutdown hours

26

EMPLOYEES REPORTING FOR DUTY
AND SENT HOME

26.01 For employees who are instructed to report at a certain hour and when, on reporting, no work is available because of a change in plans or an emergency situation, no time will be paid provided supervision has made every reasonable effort to advise them of this situation. Should investigation indicate negligence on the part of supervision in this respect, three hours' time will be paid.

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27

STARTING AND STOPPING TIME

A-TOURWORKERS

27.01 When a tour begins, each tour worker is required to be in his place. At the end of a shift, no tour worker shall leave his place to wash and dress until his mate has changed clothes and reported to take on the responsibility of the position. If a tour worker does not report for his

shift. his mate shall notify his Foreman or Superintendent and shall then remain and carry on his work until a substitute is secured. failing which he shall carry on an extra shift

However. the Company agrees that priorities will be given to secure a replacement for an employee who has completed a 12/8 shift.

27.02 It is the duty of a tour worker to report for his regular shift unless he has previously arranged with his Foreman for leave of absence. If unavoidably prevented from reporting to work through exceptional circumstances. he must give notice to his Foreman at least two hours before his regular tour commences.

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27.03 Employees required to work an unscheduled second consecutive shift will be relieved for a period up to one hour to secure a meal. This employee must punch "out" and punch "in" on the reverse side of his time card and if he leaves the Company premises.

B - DAY WORKERS

27.04 Day workers shall be in their respective working places ready to begin work at their

designated starting time. Machinery will be started promptly and **not** be stopped until three minutes before the designated stopping time

27.05 Working hours for maintenance day workers will be 7:30 a.m. to 3:30 p.m. with a 20-minute paid lunch period. This paid lunch period will be taken between 12:00 p.m. and 12:20 p.m. There will be two 10-minute rest breaks, one in the morning and one in the afternoon, and must be taken in the nearest suitable area. This clause will also apply to day workers presently taking an unpaid lunch period.

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27.06 If any day worker is unavoidable prevented from reporting to **work**, he must make every reasonable effort to notify his Foreman at least two hours previous to his scheduled starting time (except between the hours of 11:00 p.m. and 7:00 a.m. when he will contact the Guard on duty)

28

STATUTORY HOLIDAYS

A - MILL SHUTDOWN HOLIDAYS

28.01 The following holidays shall be recognized by this Agreement and the minimum shutdowns shall be as follows

New Years day 56 hours (from 8:00 a.m. of the day preceding the holiday to 4:00 p.m. the day following the holiday), Easter Sunday 24 hours, Easter Monday 24 hours, Sunday prior to Labour Day 24 hours (regular employee 30 days continuous service), Labour Day 24 hours. Christmas Day 56 hours (from 8:00 a.m. of the day preceding the holiday to 4:00 p.m. the day following the holiday)

28.02 If a statutory holiday falls on a Sunday, the holiday will be celebrated the following Monday.

- 44 -

28.03 The Company will pay all hourly-rated employees 8 hours pay on the Québec National Holiday. This will not restrict the Company from operating any or all of its equipment on this day. If an employee is required to work on this day, he will be paid 8 hours for working plus 8 hours for the holiday. An employee, to qualify for payment, must work his scheduled work day before and after the holiday. In the event that June 24th becomes a legislative holiday requiring the mill to shut down, it is agreed that one of the existing shutdown holidays in clause 28 of the current

Labour Agreement will be exchanged for this holiday

28.04 Each of the above holidays may be changed to a more suitable day when such change is mutually agreeable to the Company and the Unions.

28.05 In addition to maintenance work required by a total mill shutdown, other maintenance work must be performed on mill statutory holidays to sustain the operations to the mutual advantage of the employees and the Company. Where sufficient help is available, crew will be set up on a voluntary basis.

- 45 -

Sufficient advance notice will be given of the work required and meetings will be held to discuss the repairs to be done during the shutdown except for last-minute emergencies. Double time will be paid to all employees who work on a statutory holiday

The Company agrees that scheduled maintenance work on the Christmas and New Year's periods will be performed by maintenance employees on a voluntary basis. However, emergency work, as defined by the Company, required on the above

shutdown periods, is excluded from this understanding. Emergency work will be reviewed with appropriate Local Union Officer

It is understood and agreed that the additional downtime transferred to Christmas (8 hours) and New Year's (16 hours) will be excluded from the agreement under 28.05 as it pertains to maintenance work on either Christmas and/or New Year's Day. Clause 28.05 to be adjusted to reflect this.

For those employees who would be scheduled to work on a statutory holiday, holiday pay will be based on each employees normal (schedule 8 or 12 hour shifts). Those employees not scheduled to work will receive pay as defined in the collective agreement.

- 46 -

B - INDIVIDUAL HOLIDAY

28.06 One floating holidays of twenty-four hours duration will be granted each contract year to each regular or temporary employee with more than ninety days continuous service, on a day mutually agreeable to the employee and his supervisor, subject to all other existing conditions: for statutory holidays now recognized by this Labour Agreement

A second and third floating holiday of 24 hours duration *each* will be **granted to each regular** employee with more than 90 days of continuous service on a day mutually agreeable to the employee and his supervisor, subject to all other existing conditions for statutory holidays now recognized by the Labour Agreement.

Effective May 1, 1999 one additional floating holiday of 8 hours for those employees following an 8 hours shift schedule and 12 hours for those employees following a 12 hours shift schedule

- 47 -

28.07 At least *7* days notice must be given to the employee's supervisor, except in cases of genuine emergency. If the granting of the day of the employee's first choice would be detrimental to operational efficiency, in the supervisor's judgement, then a mutually suitable alternative date **will** be determined promptly by the employee and his supervisor. In the event they are unable to determine a mutually suitable alternative date, the employee may resubmit his original request to the Industrial Relations Department.

28.08 The Company shall post all floating holidays which are left by January 1 of each year. Floating holidays not taken by March 1 of any year shall be scheduled by the Company after reviewing the alternatives, if any, with the employee. When an employee is off sick and unable to take his floating holiday(s) as of April 30, he shall be entitled to such day(s) upon his return to work. However, it is agreed that this day(s) shall be scheduled at the Company's convenience.

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C - QUALIFYING CONDITIONS

28.09 A) Wage earners who are on the payroll of the signatory Company on any of the mill shutdown holidays, except those on authorized leave or absence for personal business reasons, will be granted eight hours pay for Easter Sunday, Easter Monday, Sunday before Labour Day and Labour Day, and twenty-four hours pay for Christmas Day and twenty-four hours pay for New Year's Day at the straight time rate of the occupation on which they would have been employed if no holiday had occurred, subject to compliance with all of the conditions 1 and 2 as

set forth below.

For those employees who would be scheduled to work on a statutory holiday, holiday pay will be based on each employee's normal schedule (8 or 12 hour shifts). Those employees not scheduled to **work** will receive pay as defined in the collective agreement.

1) The employee must have not less than thirty days (30 days) continuous service (the Sunday before Labour Day is paid only to regular employees) just preceding the six statutory holidays shown in A - Mill Shutdown holidays, not less than 90 days continuous service just preceding the three floating holidays, as specified in B Individual Holiday.

- 49 -

2) The employee must have worked his scheduled work day before and his scheduled day after such holiday, unless failure to report for his regularly scheduled work day before or after the holiday was due to any of the following events:

a) When the employee is on his regular authorized paid vacation.

b) When the employee is unable to **work** by reason of an industrial accident as recognized by the Workmen's Compensation Board.

c) When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Company, and which curtailment or discontinuance reduces or eliminates the employee's work day before, or his scheduled work day after such a holiday.

d) When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before, or the scheduled work day after the holiday, provided the employee works the shifts agreed upon.

e) When an employee is absent due to illness or non-industrial accident supported by a doctor's certificate

- 50 -

28.10a) An employee on regular vacation during a week in which a statutory holiday falls, shall have the option of having a day off with pay within the following 180 days, or having the holiday pay added to his regular vacation pay. If the employee elects to defer his holiday payment, he must advise Management not later than ten (10) days prior to the commencement of his vacation period.

28.10b) As a result of the transfer of the Civic Holiday Shutdown period to the New Year's and Christmas Shutdown periods, the Company agrees that an employee on regular vacation

during the week in which the Christmas Shutdown **period** falls, shall have the right of having one or two days off with pay within the following 180 days *or* having the holiday pay added to his vacation pay. If the employee elects to defer this holiday payment, he must advise Management not later than ten (10) days prior to the commencement of this vacation period.

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28.11 Any employee who has completed more than 30 days but less than one year's continuous service, and who is officially placed on leave of absence due to illness or *non-industrial* accident, will be eligible to receive payment for only the first statutory holiday authorized by the Labour Agreement following the date such employee has been officially placed on leave of absence. Any employee who has completed more than one year's continuous service will be eligible to receive payment for the first two statutory holidays following the date he has been officially placed on leave of absence due to illness or *non-industrial* accident

28.12 **Operating during Christmas and New Year's**

a) Notwithstanding the provisions of the Collective Agreement, the Company reserves the right to operate the mill without restrictions during the fifty-six (56) hours shutdown at New Year's. The Company will provide the Union with thirty (30) days notice of their intention to run, posting the schedule at that time.

a)

b) When the mill is operating during the above-mentioned holiday periods work crews will be kept to a minimum, as for a regular Sunday operation

b)

c)

d)

a) - 52 -

b)

c) An employee who works during the mill holiday period is to be paid as follows:

i) The statutory holiday is paid according to section 28;

j) Double time paid for hours worked and;

iv)

ii) for each hour worked, the employees receives an additional one hour payment at the rate of the position he worked in.

d) An employee who works at least a complete shift during the holiday period may take a compensating holiday without pay within the

following 180 days at a date agreed on with his **Immediate supervisor.**

d)

e) Employees required to work during the holiday period will be scheduled by following the regular weekly work schedule.

a)

b)

f) If an employee normally scheduled to work during the holiday period wishes not to do so, he or she may be excused from work provided a qualified volunteer can be found without additional cost to the Company.

f)

e) Employees who are not required to work during the holiday period will be paid statutory holiday pay as outlined in the Collective Agreement

c)

b) - 53 -

d)

f) During total shutdown of the mill for a statutory holiday, start up procedures will be as Article 25.

e)

g) This agreement does not apply to employees who must perform regular work during statutory holidays when the mill is not in operation.

f)

g)

h) The fifty-six (56) hour Christmas statutory holiday period from 8 a.m. December 24 to 4 p.m. December 26, will be an operating holiday where the required staffing will be done on a voluntary basis.

c)

h) When production is maintained during this holiday, workers will be scheduled as per their regular schedule (the Company will advise the Union and the schedule will be posted 30 days prior to the holiday). A regularly scheduled employee who chooses not to work will notify his supervisor no later than twenty (20) days in advance of the holiday. Should additional employees be required, the Company will post for the required volunteers. Preference for voluntary work will be given to qualified employees by departmental seniority, schedule permitting. If the Company is unable to obtain the sufficient number of volunteers, production will not be scheduled. This staffing procedure can be modified locally by mutual agreement between the parties.

i)

d) - 54 -

j)

i) Should the mill operate during the fifty-six hour holiday period at Christmas, employees will be compensated as per the agreement covering operating on statutory holidays.

k)

j) An employee who works at least a complete shift during the Christmas holiday period may take a compensating day off and carry forward 8 or 12 hours (as the case may be) of pay from having worked during the statutory holiday as 28.10b)

VACATIONS

A - ELIGIBILITY

29.01 Employees covered by this agreement are entitled to vacation with pay as follows:

a) Employees with less than one year continuous employment on October 1st shall receive 4 percent of their gross earnings from date of employment to April 30th as vacation pay and shall be granted time off equivalent to the number of days determined.

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b) Employees with 1 or more years of continuous employment on October 1st will receive vacation with pay according to the following schedule:

1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
18 years	5 weeks
25 years	6 weeks
30 years	7 weeks

* Employees with 23 years of continuous service on October 1st, 2000 are entitled to 6 weeks vacation

29.02 Employees will schedule their vacation by

seniority in exercising two selections. First, each employee will be allowed to schedule a first selection of not more than two weeks of their vacation entitlement in order of seniority and subject to departmental allotment. Each employee may take up to two weeks of vacation during the period of May 1st to September 30th. Once the first selection is completed, employees will then be allowed to schedule a second selection for the total remainder of their vacation entitlement in order of seniority and subject to departmental allotments. In special circumstances, arrangements to take some or all of these additional weeks' vacation within the scheduled Plant Vacation Period may be authorized by the Department Manager involved, provided that this concession can be granted without interference to full and efficient operation.

- 56 -

29.03 Under normal conditions employees who wish to take all or part of their vacation consecutively may do so during the period October 1 to April 30 immediately following the scheduled Plant Vacation Period

29.04 The scheduled Plant Vacation Period shall be from May 1 to September 30 each year.

29.05 An employee who has completed 25 years continuous service and who shall have attained an age listed below on January 1st shall be entitled to additional vacation with pay in accordance with the following schedule.

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

Earned supplementary vacation must be taken prior to December 31st each year and outside the Plant Vacation Period

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B - CONTINUOUS EMPLOYMENT

29.06 During the qualifying period there shall be no interruption of continuous service. Continuous service will be broken by discharge for cause, voluntary resignation, and layoffs of more than three months in the case of employees with less than five years' continuous service and of more than six months in the case of employees with five or more years' continuous service.

29.07 Forty hours of vacation is guaranteed for each week of vacation entitlement provided the employee has worked sometime during the previous qualifying period May 1 to April 30 and

has been granted a leave of absence by the Company for the period of absence

29.08 Time lost as a result of work accident recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation. For purposes of this clause, an employee is entitled to receive his accrued vacation to May 1st following his accident and is entitled to receive one further vacation payment on May 1st of the next year.

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C - VACATION PAY

29.09 Each week of vacation pay will be calculated at 2.4% of gross earnings in the previous calendar year or 40 hours pay at the employee's regular rate, whichever is the greater.

29.10 If an employee is temporarily promoted for 6 months or more during the 12 months preceding May 1 in the current year, he shall receive vacation pay at the higher hourly rate

29.11 An employee may draw his Vacation Pay

with normal deductions, on Wednesday prior to the beginning of his vacation period.

29.12 Vacation pay will not be allowed for vacations not taken.

29.13 In accepting vacation pay, each employee agrees that he will not engage in any gainful occupation during his scheduled vacation

D - GENERAL

29.14 Vacations are not cumulative.

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29.15 Every effort shall be made to arrange vacations at a time suitable to the employee, but it is understood that date of employment in the Company will decide the allotment of vacation time. Management reserves the right to decide the allotment of vacation time.

29.16 Every effort shall be made to see that an employee returning from vacation shall return to work on his regularly scheduled shift. Should changes be made without 24 hours' notice, premium time shall be paid.

29.17 An employee shall receive an additional four (4) hours' pay at his regular rate for each .

week of vacation entitlement taker) during the period January 1 to April 30. This payment will not apply to vacations granted in advance of entitlement or supplemental vacation taken during this period.

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30

JURY DUTY AND C R O W WITNESS

30.01 A regular employee with at least ninety (90) days of continuous service required to be absent from work by reason of Jury Duty or Crown Witness duty on a scheduled working day shall be paid the difference between the pay received for Jury Duty or Crown Witness duty and his regular straight time hourly rate up to a maximum of 40 hours in any week.

An employee who serves as a juror, crown witness or subpoenaed witness shall be paid the

difference between the "pay" received for such service and eight times the straight time hourly rate he would otherwise have received, excluding meals and travelling allowances. subject to the following conditions:

a) The days eligible for such payment shall be scheduled work days of the employee upon which he would otherwise have worked.

b) In making application to the Company for such payment (Jury Duty or Crown Witness), the employee must present a certificate from the Clerk of the Court so indicating the dates served and amounts received.

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c) In the case of Subpoenaed Witness, in addition to the application of (a) above, the employee to submit supporting documents as to days of service and fee received. Subpoenaed witness, for an arbitration hearing not included.

31

BEREAVEMENT LEAVE

31.01 Five (5) days of compassionate leave with pay in a 7-day period. at his/her regular straight time rate. will be granted to an employee losing time from regular work due to the death of a spouse or children Three (3) days of

compassionate leave with pay in a 7-day period, at his/her regular straight time rate. will be granted to an employee losing time from regular work due to the death of a member of his/her immediate family. Immediate family is defined as father, mother, father-in-law, mother-in-law, brother, sister, stepfather, step-mother, step-brother, step-sister, grandfather and grandmother. One (1) day of compassionate leave with pay in a seven (7) day period, at his/her regular straight time rate will be granted to an employee losing time from regular work due to the death of his/her brother-in-law or sister-in-law. To be entitled to such a leave of absence the employee must have been on the payroll for at least 30 days.

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

32

SAFETY SHOES

32.01 The Company agrees to provide each regular hourly-rated employee a pair of safety footwear, as required, to the amount of \$70.00.

Effective May 1, 2001, to the amount of \$75.00

Effective May 1, 2002, to the amount of \$80.00

Effective May 1, 2003, to the amount of \$85.00

When an employee requires a replacement of the safety footwear, he/she will receive from the department Superintendent an "Authorization for Safety Footwear", duly authorized by the Superintendent, which will be presented to the safety shoe supplier together with the pair of used footwear.

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If the employee purchases footwear costing in excess of the Company's allowance, then the amount will be credited with the Company allowance and the balance deducted from the employee's pay.

The local union representatives agree that with this proposal the Company will meet the requirements of the Quebec Health & Safety Act relative to the supply of safety footwear to its employees.

32.02 Prescription Industrial Safety Eye

Glasses

In conjunction with the mill wide compulsory safety eye glass policy, the Company agrees to provide an allowance of up to seventy-five dollars (\$75) every two calendar years to those employees who purchase a pair of certified prescription industrial safety eye glasses.

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33

ADJUSTMENT OF COMPLAINTS

33.01 Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any complaint arising out of the operation of this Agreement except in the case of discharge or suspension, the employee shall continue to **work** as per the conditions existing prior to the time of the complaint or dispute, and such complaint or dispute shall first be taken up with the Shop Steward or a member of the Local Union Adjustment Committee, and either of these together with the employee concerned shall

discuss it with the Foreman concerned.

33.02 Upon failure to receive a satisfactory reply, the grievance shall be reduced to writing by the Union. It is understood that any grievance arising out of the lay-off, suspension, or discharge of employees or their recall from any of these separations must be presented to the Company within seven days of the occurrence; otherwise no grievance will be deemed to exist.

33.03 It is further understood that all other grievances which involve Company cost must be presented to the Company within 30 days of the occurrence; otherwise retroactive adjustment will be waived by the Union.

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33.04 After the grievance has been reduced to writing, it shall be taken up by the Shop Steward or a member of the Local Union Adjustment Committee with the Department Superintendent who shall make a reply in writing within forty-eight hours. If the grievance still remains unsettled, it will be referred to the Department Manager and the Local Union Adjustment Committee. The Manager of Human Relations will be present at this discussion.

33.05 The Department Manager shall make a reply in writing within five days stating the adjustment he has made of the grievance. If the adjustment is considered unsatisfactory by the Local Union Adjustment Committee, the question shall be referred to the appropriate Resident Mill

Manager

33.06 If the complaint is of a nature affecting more than one Local Union, the Resident Mill Manager or the Local Unions concerned will have the option of calling in the Presidents of the other Local Unions affected.

33.07 The Resident Mill Manager shall make his reply in writing within 10 days. If the grievance remains unsettled, it must be referred to arbitration within 45 days, otherwise it will be considered as settled. A referral to arbitration must contain the name of the Union or Company representative to the Board of Arbitration as the case may be.

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33.08 The Company will have the right to select one member of the Arbitration Board and the Union shall select one member, then the two Arbitrators thus named will choose a third Arbitrator who shall act as Chairman.

33.09 After the Board of Arbitration has been chosen by the foregoing procedure, this Board shall meet and hear evidence on both sides and render a decision within fifteen days after it has concluded its hearings, said decision to be final and binding on all parties to this Agreement.

33.10 In the case of suspension or discharge which the Board of Arbitration has determined to have been unjust, the Board shall order the reinstatement of the employee and shall award

him back pay. In the case of back pay, should there be any doubt in the opinion of the Board, the Board may order all or part back pay as it deems fit

33.11 It is understood that in all discussions concerning grievances, any National Officer may accompany the Local Union Adjustment Committees in their meetings, and the National Officers may call upon members of the Local Union Adjustment Committees or any other employee directly concerned to accompany them in their meetings with Company officials. All time limits can be extended by mutual consent of both parties in writing.

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33.12 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decisions inconsistent with the terms and provisions of this Agreement. In cases involving discharge or suspension, however, the Board may uphold the Company's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee, or may issue such other decision within these limits which, in the Board's opinion, is just and equitable in the circumstances.

33.13 The grievance must be referred to an impartial Board of Arbitration within 90 days of filing the grievance otherwise the grievance shall

be considered as settled

33.14 By mutual agreement a single Arbitrator may be substituted for the Board of Arbitration

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34

TRANSACTION OF UNION BUSINESS
DURING WORKING HOURS

1d4
NL

34.01 Employees shall be permitted leave of absence when required to attend conventions, committee meetings, negotiations, or any other pertinent business of their labour organization provided that three calendar days' notice is given the Department Superintendent stating the expected period of absence and the expected date of return to duty.

34.02 It is agreed that no Union activities except those to which both parties to this Agreement may mutually consent shall take place

in the mill properties during working hours

35

BULLETIN BOARDS

35.01 Notices shall not be posted in the mill except on the official bulletin boards. In each case, the approval of the Human Resources Department must be obtained before a notice is posted.

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36

MEETINGS - COMPANY SCHEDULED

36.01 A Plant Employee-Management Committee, comprising of representatives of the Unions and Management, shall meet bi-monthly to discuss non-negotiable matters pertaining to employee welfare.

36.02 Departmental Employee-Management Committees, comprising of representatives of the Unions and Management, shall meet as required to discuss matters pertaining to employee welfare.

36.03 An employee attending Company-scheduled meetings will be paid for the

time involved as follows:

a) When the meeting is held during the employee's regular day or shift, the employee will be paid for his regular day or shift and will not lose any time because of attending the meeting

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b) When the meeting is held during an off shift period or day when the employee comes in specifically to attend, the employee will receive a maximum of ■ hours pay at his/her straight time hourly rate for attending the following meeting or combination of these meetings: Plant Employee-Management Committee Meeting, Departmental Employee-Management Committee Meeting, Health & Safety Committee Meeting

Under no circumstances will this payment be less than two (2) hours at the employee's straight time hourly rate

c) Members of the Mill Wide Joint Health and Safety Committee shall be paid at straight time or overtime where applicable for those hours attending the Mill Wide Joint Health and Safety Committee Meeting. These hours will not be

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

L'entente officielle est le document original signé par la Compagnie et les représentants du syndicat. Ce livret constitue un outil de référence pratique.

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1	X	X	8	8	8	8	8	8	40	40
2	8	8	X	X	X	4	4	4	32	36
3	4	4	4	4	4	X	X	X	40	44
4	X	X	12	12	12	12	12	12	40	40
5	12	12	X	X	X	8	8	8	32	36
6	8	8	8	8	8	X	X	X	40	44
7	X	X	4	4	4	4	4	4	40	40
8	4	4	X	X	X	12	12	12	32	36
9	12	12	12	12	12	X	X	X		44

37 1/3

40

	D	D			N	N
N			D	D		
	N	N				D
D			N		D	
	D			N	N	

Week	S	M	T	W	T	F	S	Worked - payed Travaillées - payées
Semaine	D	L	M	M	J	V	S	

C. Ottawa Paper Machine and Ottawa Stock Preparation

Compressed **work week** with schedule of 12 hours (9th week - off)
D - Colonnade

When the operation is working 2 shifts, 5 days, the attached shift schedule can be used

E - Ottawa Finishing & Shipping

When the operation is working 2 shifts, the attached shift schedule can be used

SCHEDULE "A"

HULL PAPER MACHINE, HULL STOCK PREP,
 SHIFT MAINTENANCE, POWER HOUSE QUALITY CONTROL,
 STEAM PLANT, FILTRATION

C. - Machine à papier d'Ottawa et préparation des pâtes, Ottawa

Semaine de travail comprimée à horaire de 12 heures (9e semaine congé)
D - Colonnade

Lorsque l'installation opère sur 2 quarts de travail, 5 jours, l'horaire des quarts de travail ci-joint peut être utilisé

E - Finition et expédition, Ottawa

Lorsque l'installation opère sur 2 quarts de travail, l'horaire des quarts de travail ci-joint peut être utilisé

S D	M L	T M	W M	T J	F V	S S
		D	D			N
N	N			D		
		N			D	D
D			N	N		

counted as hours worked towards the payment of overtime during the week.

36.04 Attendance at Meetings - An employee who leaves his work to attend a meeting or induction class will punch "out" on the reverse side of his time card. If resuming work during the same shift or day, he will punch "in" on the reverse side of his time card.

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36.05 Payment for Attendance at Meetings - Meetings may be held with Management representatives during working hours to discuss grievances or interpretations of the Labour Agreement. The Union Officers, Stewards, and aggrieved employees present, who would otherwise be at work, shall be paid for loss of wages for the time spent at the meeting.

37

SAFETY

37.01 Employees and the signatory Company are to comply with the established Safety Rules as amended by the Safety Committees from time to time. Employees will not be expected to operate with unsafe equipment or under unsafe

working conditions. Employees are expected to report immediately any unsafe equipment. The Local Unions and the Company shall co-operate in selecting one or more Safety Committees which will meet at least once a month to consider all safety problems.

37.02 The signatory Unions and the Company undertake to promote safety among the employees in an effort to overcome industrial accidents.

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SAFEGUARDS

37.03 Safeguards must not be removed except by order of Foreman, Superintendent, or Manager. If removed, they must be replaced immediately or reason for not replacing same reported to Manager, Superintendent, Foreman, or man in charge of the Department where the guard is located. All employees must replace guards when removed.

ELEVATORS

37.04 All unauthorized employees using elevators do so at their own risk. Stairs are provided for their use.

CLOTHING

37.05 Employees working upon or near moving machinery must not wear clothing which can readily be entangled therein. Clothing not in use shall be kept in lockers provided for that purpose.

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REPORTING OF ACCIDENTS

37.06 All injuries must be reported at once by the injured employee and by all the witnesses to the Department Superintendent or Foreman, and by him to the Company Nurse. If the nurse is not immediately available, the Department Superintendent or Foreman shall notify the Human Resources Department.

38

FIRE SERVICE

38.01 In case of a fire, all employees must assist in preventing destruction of the Company's property. Fire apparatus must not be removed from its place or used except in case of fire.

RETIREMENT INCOME PLAN

39.01 The Retirement Income Plan for hourly-rated employees will form part of the current Labour Agreement

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39.02 During the life of this agreement there shall be no change, amendments, modifications, suspension or discontinuance of the Retirement Income Plan except through mutual agreement by the parties to this agreement or as may be required by law

39.03 Every new regular employee shall be required to participate and maintain his equity in the Retirement Income Plan when he first meets the conditions of eligibility in accordance with the provisions of the Plan, age 20 and having completed 18 months of service

39.04 All employees who are now members of the Retirement Income Plan shall be required to maintain their equity in this Plan.

39.05 The Company agrees to meet with the Union on an annual basis to **review** the pension plan's activities for the previous year. During the

course of this meeting, the Company will discuss and provide to the Union data pertaining to the operation of the plan such as:

total contributions made to the plan
(employer as well as employee
contributions);
number of participants in the plan;
number of employees retiring from the plan.)
the rate of return on investments;
audited financial statements;

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actuarial evaluation reports;
annual information return:

plan amendments as available

39.06 The Company agrees to pay 4% compound interest on Pension Plan withdrawals.

39.07 An employee having completed 2 years of participation as a member of the Plan will have earned 100% of his vesting rights.

39.08 The following formula will be used to calculate pension benefit:

Effective May 1, 1998 $1.65\% \times \text{five year average earnings} \times \text{years of pensionable service} \text{ minus } 7/35\text{ths of C/QPP.}$

Effective May 1, 2002 $1.65\% \times \text{five year average}$

earnings x years of pensionable service.

39.09 Employee Contributions

The rate of contributions will be 3.5% on the contributory portion of the year's maximum pensionable earnings (Y.M.P.E.) plus 5% contribution on earnings in excess of the contributory portion of the Y.M.P.E.

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Effective January 1, 1999, the rate of contributions will be 4.5% on the contributory portion of the year's maximum pensionable earnings (Y.M.P.E.) plus 6% contribution on earnings in excess of the contributory portion of the Y.M.P.E..

39.10 Five Year Average Earnings

Means the average of the member's earnings during the 5 consecutive 12-month periods prior to retirement. The earnings during any of the 12-month periods will not be less than the member's status rate multiplied by his regular hours of work each year.

39.11 Earnings

Earnings will be defined as salary, wages, payments under incentive plans, and other remunerations for services, as determined by the

Company under its normal practices, but excluding overtime premium, taxable benefits, special payments or indemnities or reimbursements for expenses.

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39.12 Transfer to Lower Rate

An employee who transfers to a lower wage rate classification within the five (5) years prior to qualifying for retirement will contribute to the Plan and receive benefits based on the wage rate and hours worked for the higher job classification

39.13 Post Retirement Adjustment

Between May 1, 1998 and April 30, 2004 pensions in payment (excluding the bridging supplement) will be increased each year on the anniversary of the pensioner's retirement date by 50% of the increase in the Consumer Price Index, subject to a maximum increase of 5%.

No further such adjustment will be made after April 30, 2004

39.14 Should the government(s) introduce a compulsory system affecting this area of private pension plans and which is applicable to the Company, this pension will be reduced proportionately to the degree it is replaced by the government requirements.

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39.15 Consumer Price Index means the Canada all-items Consumer Price Index (1981 = 100) as published by Statistics Canada.

Post Retirement Adjustment means in respect of any calendar year, 50% of the percentage increase in the Consumer Price Index during the 12 month period ending October of the preceding year subject to a maximum adjustment of 5%. The Post Retirement Adjustment shall be rounded to the nearest one-tenth of one percent. The increase in the amount of basic pension in each year shall be equal to the Post Retirement Adjustment multiplied by the annual amount of basic pension being paid as of the immediately preceding year.

If, by reason of Applicable Legislation, the Company is required to provide increased pension benefits to Retirees, the Company shall only be required to increase the amount of pension

payable to a Retiree to an amount such that, after taking into account the increased pension benefits required to be paid by the Applicable Legislation, the Retiree shall receive the greater of the amount of such increased pension benefits and the increase otherwise provided for in this section.

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39.16 Bridging Supplement

A member who retires directly from the service of the Company, after attainment of age 58 and upon completion of 20 or more years of continuous service, shall receive a special bridge benefit equal to his years of continuous service (to a maximum of 30 years), at such early retirement date, multiplied by:

a) a member retiring on or prior to his 60th birthday \$30 reducing to \$15 from the first of month immediately following his 60th birthday.

b) effective January 1, 1999 a member retiring on or prior to his 60th birthday \$32 reducing to \$16 from the first of month immediately following his 60th birthday.

b)

c)

b) effective January 1, 2002 a member retiring on or prior to his 60th birthday \$33 reducing to

\$16 from the first of month immediately following his 60th birthday

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d) the bridging supplement shall be payable to members who decide to take early retirement with a reduction as soon as they turn 55, provided the member has accumulated at least 20 years of continuous service **up** to a maximum of 30 years. These amounts **will** be reduced by 2/3 of 1% (8% per annum) for each month by which such early retirement precedes the attainment of age 58 subjected to the minimum reduction required by the regulations under the Income Tax Act

e) in applying the bridging supplement, employees will be granted proportional allowance for completed months;

f) such bridging supplement shall be payable monthly to and including the first of the month in which the member attains age 65 or dies, whichever is earlier

39.17 **Early Retirement**

A) The Plan provides unreduced early retirement at age 58 or later with at least 20 years continuous service.

13th

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B) Members may elect to **take** an early retirement pension on or after age 55 provided they have at least 20 years of continuous service, with a reduction of 1/2% for each month (6% per annum) by which such early retirement precedes the attainment of age 58, subject to the minimum reduction required by the regulations under the Income Tax Act.

C) Employees who elect to retire early and have attained 61 years of age and have completed 15 years of continuous service, shall be entitled to receive an unreduced pension. However, to be entitled to the bridge supplement, the employee must have completed 20 years of continuous service.

39.18 Joint Survivor Death Benefit

The Plan provides that where the retiree has a spouse at the time of retirement the member will be deemed to have elected an actuarially reduced pension which continues for *the lifetime* of the spouse following the death of the retiree at 60% of

such actuarially reduced pension the retiree has elected to receive. The amount of the pension will be the actuarial equivalent of the amount of pension paid in the normal form. The provision may be varied if both the member and the spouse agree in writing. It is understood that this benefit does not include any bridging supplement.

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39.19 For credited service prior to December 31, 1965 the Company agrees to amend the Retirement Income Plan as follows: Increase the amount of pension accrued to December 31, 1965 by 25% and by a further 6%.

39.20 Should a member, due to total and permanent disability, be forced to retire prior to reaching his normal retirement date, he shall receive a retirement income equal to the benefits earned up to the date of such retirement under the Plan, without actuarial reduction.

39.21 The Company agrees to amend the Pension Plan to reflect the requirements of Bill 116 in Quebec.

39.22 Retiree's spouse:

The spouse of the retiree who has not attained age 65 at the time the retiree attains age 65 may continue to be covered for Major Medical, Vision and Dental Care until she/he reaches age 65, until the spouse passes away or the retiree passes

away, whichever comes first. The retiree will pay the full monthly premium for this coverage. Should the retiree decide not to cover his/her spouse at the moment he/she reaches age 65 or decides to cancel his/her coverage prior to his/her attaining age 65, he/she will not be able to benefit from this coverage in the future.

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40

CONTRACTING OUT

40.01 The Company will not contract out repair and maintenance work which is normally performed by the maintenance crews for which the mill is equipped, for which crews are available and which employees are capable of performing. }
The Company further agrees that no further contracting out will be done in our cartage operation without prior discussion and agreement with the Local Union concerned. Furthermore, except in rare occasions, the Company agrees that no contracting out will be done in the transportation of goods coming from the Ottawa/Hull mills:

- 1) To local clients via local warehouses
- 2) From Colonnade to local clients

40.02 The Company will utilize rental equipment

only when the work load cannot be handled by existing E.B. Eddy equipment and available operators.

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41

AUTOMATION

41.01 The Company undertakes to advise the Union in advance as far as is possible of any technological changes which the Company has decided to introduce which will result in significant changes in the employment status of employees.

41.02 The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfer to other existing jobs will be considered

41.03 If a permanent employee with one year's continuous employment is set back to a lower paid job due to job elimination under conditions

set forth above, he shall retain the rate of the permanent payroll position for an initial period of six (6) months. For an additional period of six (6) months an adjusted rate will be established midway between this rate and the rate for his new job for each work week. At the end of the twelve (12) month period the rate for the job to which he is assigned will apply.

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Seasonal or temporary employees are not covered by this clause.

41.04 A permanent employee with one year's continuous service who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set forth in 41.01 above.

42

LEAVE OF ABSENCE

42.01 An employee who is elected to the Federal or Provincial Legislature shall be granted leave of absence, without pay, for his term of office.

Upon ceasing to be an elected representative, he shall be entitled to a job in the mill in accordance with his seniority accumulated as of the date he

left the mill and his skills and abilities at the time of his return to the mill provided that he returns to work within thirty (30) days following the date he ceased to be an elected representative. An employee hired as a Union Representative will be granted a leave of absence of 2 years and when elected to Municipal government, he will be granted a leave of absence for his term of office.

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42.02 The Company is prepared to consider the granting of a six (6) month unpaid leave of absence for Educational purpose for a maximum of two (2) employees at a time on the basis of no increase cost for the Company.

43

MEAL ALLOWANCE

43.01a) Unless notified the previous day, an employee who is required to work more than two (2) hours beyond his regular day or shift will be paid a \$6.00 meal allowance This meal allowance will be paid at every four (4) hour interval thereafter

43.01b) In the application of 43.01 a) it is understood and agreed that an employee notified four (4) hours or less prior to the commencement of his next shift that he is required for overtime work will be provided with the meal allowance provision.

43.02 A truck driver authorized to travel outside the Hull-Ottawa area during a meal period will be paid the \$6.00 meal allowance.

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44

CONTINUOUS OPERATIONS

44.01 During emergency shutdowns of 24 hours or less, and during all regular shutdowns caused by normal clean-up and by wire and/or felt changes, and during scheduled maintenance periods, the operating crews will be assigned such work as is available and will be paid at the rate of their regular occupation for the shift in which the shutdown occurs and the two shifts following, if the shutdown extends to 24 hours. Employees must perform the duties assigned. Operating crews may be assigned to assist day workers during the shutdown period and must work day work schedule.

44.02 In the event of an emergency total mill shutdown, operating crews will be kept at work until the end of the shutdown shift, and will be paid at the rate of their regular occupation and

will be expected to do work assigned.

44.03 Where there are two or more paper machines making identical products, one of these paper machines shall not run seven (7) days while the other machine or machines would be operating less than five (5) days

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44.04 In the event of a production unit operating on less than seven (7) days, then one of the down days will be a Sunday

44.05 On a six (6) day operating schedule the startup will be on Sunday midnight

44.06 The Company agrees that prior to the implementation of 7-day operations, it will convene discussions with Local Unions concerned to **work** out a satisfactory work schedule.

44.07 When an operation is reduced from a 7-day schedule to less than 5-day schedule, the Company agrees that the affected crews will be reduced accordingly and the junior men will be displaced.

44.08 For the purpose of defining Sunday operations in E. B. Eddy Forest Products Ltd., major units of production will be segregated as follows:

1. Hull Specialty Mill (14 Paper Machine or Specialty Finishing Department)

2. Ottawa Specialty Mill or Ottawa Finishing Department.

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44.09 It is agreed that a return to 6-day operation, resulting from governmental or municipal intervention or legal measures, would cancel the wage premium of 15 cents per hour for Sunday operation.

45

GROUP INSURANCE PLAN

45.01 Every new regular employee will be required to participate in the Plan within three months of employment.

Group Insurance Plans will be administered in accordance with terms and conditions of the master Group Insurance policies. Copies of the group insurance policies will be provided to the Union on an annual basis and booklets describing same will be made available to all employees. Any dispute arising out of the non payment of any benefits covered under the Group Insurance Plans will be subject either to the grievance

procedure or the appeals procedure as outlined in the Croup Insurance Policy, but not both.

45.02 The Company agrees to pay the total cost of the present Welfare Plan (Croup Life Insurance, A.D. & D., Major Medical, Weekly Indemnity).

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45.03 The Weekly Sickness and Accident Benefit for eligible employees actively at work is equal to 70% of 40 hours of an employee's card rate with a maximum of \$500.00 per week

A daily formula to be equal to 1/7th of 70% of 40 hours at an employee's card rate with a maximum of 1/7th of \$500.00 per week.

Effective May 1, 1999, increase the maximum weekly indemnity benefit (for those employees actively at work) to \$520 per week.

Effective May 1, 2000 increase the maximum weekly indemnity benefit (for those employees actively at work) to \$540 per week.

Effective May 1, 2001 increase the maximum weekly indemnity benefit (for those employees actively at work) to \$560 per week

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Effective May 1, 2002 increase the maximum weekly indemnity benefit (for those employees actively at work) to \$580 per week.

Effective May 1, 2003 increase the maximum weekly indemnity benefit (for those employees actively at work) to \$600 per week.

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Benefits begin on the first day of an accident, first day hospitalized, fourth day of sickness for a maximum period of 52 weeks.

It is understood that these benefits will not be paid to anyone receiving benefits under any Government Automobile Insurance Plan

45.04 The Company agrees to provide a monthly payment to O.H.I.P. of single employees \$7.40 per month, and married employees \$16.76 per month.

45.05a) The Company agrees that for an employee placed on early retirement, at the request of the Company or at the employee's own request, from age 58 to age 65, it will pay the monthly premium for the employee's Life Insurance and the monthly premiums for Major Medical, Dental Plan and Vision Care for employees and dependents.

45.05b) For future retirees

Between the ages of 55 and 57, the Company agrees to allow retirees to continue their Company benefit coverage at their own expense. Once any retiree reaches the age of 58, he shall be covered per article 45.05 of the present agreement.

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At age 65, the employee will receive a fully paid Life Insurance policy of \$4,000.00, provided the employee has fulfilled the qualifying conditions.

45.06 Life Insurance Benefit (effective March 1, 1999 - \$30,000) and A.D. & D. is \$25,000.

45.07 The present Major Medical deductible for a family will have a maximum of \$25.00 per calendar year. There is no maximum benefit on employees' Major Medical insurance claims. Amend Plan to provide the following: Chiropractor \$15.00 per visit - \$25.00 per disability for x-rays - maximum \$300.00 per calendar year. One pair orthopaedic shoes per year, maximum \$50.00

45.08 Major Medical semi-private hospital coverage will be provided for maternity cases.

45.09 Employees eligible for disability benefits under any wage replacement program (such as Weekly Indemnity) may utilize such benefits for the maximum duration allowable, and shall not be required to apply for any wage replacement benefit under the Company's Group Insurance or Retirement Plans, in which the benefits are less than the benefits he is currently receiving.

45.10 It is understood that the 5/12th rebate to employees under the U.I.C will be retained by the Company.

45.11 **Dependent Insurance**

Effective March 1, 1999, replace the existing Dependent Life Insurance provisions with the following

- 1) Spouse \$10,000
- 2) Each unmarried child

- a) 14 days but less than 1 year of age ·
\$5,000
- b) 1 year but less than 19 years, or
twenty-five (25) when a student full time,
wholly dependent on the employee for
support - \$5,000

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

45.12 Vision Care

The Company will provide a Vision Care Plan for an employee and his covered dependents. The Plan will provide frames, lenses and the fitting of prescription glasses, including contact lenses, when prescribed by a physician or an optometrist, up to a total payment of \$125.00 per family member in any two consecutive calendar years. The Company will pay the present cost of this Plan.

46

DENTAL PLAN

46.01 The Company will provide a Dental Plan with riders 1, 2 and 3 with 50% co-insurance on riders 2 and 3. The Company will pay the present cost of the plan during term of this agreement. Effective March 1st, 1999 the maximum coverage

for riders 1, 2, and 3 will be increased from \$1,000 to \$1,500. The Provincial Dental Association schedule of fees used for reimbursement of claims will be updated as follows:

Effective March 1st 1999, the 1997 schedule of fees applies.

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Effective May 1, 1999, the 1998 schedule of fees applies.

Effective May 1, 2000, the 1999 schedule of fees applies.

Effective May 1, 2001, the 2000 schedule of fees applies.

Effective May 1, 2002, the 2001 schedule of fees applies.

Effective May 1, 2003, the 2002 schedule of fees applies

46.02 Amend to increase the lifetime maximum benefit for orthodontic services covered expenses to \$1,000 (\$1,500 - March 1, 1999) per insured family member. Amend to include:

- unmarried dependent children, mentally or physically incapacitated, shall continue to be covered.

any child under 25 years of age who is not

working and is wholly dependent for support will be considered eligible for benefits

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47

DISPLACEMENT OF HOURLY-PAID EMPLOYEES

47.01 It is Company policy that the function of Management personnel is to manage. Therefore, salaried employees will not perform manual work which will displace an hourly-paid employee.

48

LONG TERM DISABILITY PLAN

48.01 The Company shall provide a Long Term Disability Plan hereinafter referred to as L.T.D. Plan.

48.02 The Company shall pay the monthly premium rate of the L.T.D. Plan

48.03 The L.T.D. Plan shall be administered in accordance with the terms of the insurance policy and shall contain the following governing provisions:

48.04 Eligibility-The L.T.D. Plan shall be compulsory for all full-time regular employees who are participants in, and who are covered for Weekly Indemnity benefits under the existing group insurance plan.

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48.05 Effective Date of Coverage.

An eligible employee is entitled to benefits provided he is actively at work on the first day the L.T.D. Plan becomes effective. An eligible employee absent from work due to sickness or accident at the effective date of the plan shall only be eligible for L.T.D. Plan benefits at the return to continuous active full-time employment over a 30 calendar day period. An eligible employee absent from work due to lay-off at the effective date of the plan shall be entitled to L.T.D. Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the plan

48.06 Qualifying Period - After 52 consecutive weeks of weekly indemnity entitlement which, for disabilities occurring during lay-off or strikes, shall commence at the termination of the lay-off or strike.

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

48.08 Amount of Benefit - 55% of regular straight-time hourly rate multiplied by 2,080 and divided by 12 up to a maximum monthly payment of \$2,300.00 effective March 1, 1999 for those employees who begin receiving LTD benefits after that date. The regular straight-time hourly rate shall be the classified rate of the employee effective January 1st of the year in which he qualifies for weekly indemnity.

During the term of the agreement, effective May 1st of each year, general wage increases will be incorporated into the benefits up to the maximum

monthly payment of \$2,300 for all those employees who become disabled and commence L.T.D. benefits following the ratification of this Labour Agreement.

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For all new disability cases beginning on or after May 1, 2002 the maximum monthly benefit will be increased from \$2,300 to \$2,400.

The amount of benefit shall be reduced by any payments made under any government disability plans (except increases in such amounts occurring 12 months or more after disablement), Workers' Compensation, or any other non-private disability income plan.

48.09 Benefit Period. Benefits will be paid for each completed month of service prior to the onset of disability while the employee is disabled.

48.10 Duration of Benefits - Benefits shall cease upon the occurrence of any one of the following:

a) On the date the employee ceases to be disabled; or (NOTE: if there is a recurrence of the same disability within 6 months of return to work, a new qualifying period will not be

required)

b) on retirement under the Pension Plan,
or

c) on death

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48.11 Participation in Group Insurance

An employee drawing L.T.D. Plan benefits, who was a participant in the group life insurance plan at the commencement of his disability, will continue to enjoy group life insurance coverage at no cost to him based on the earnings used to establish the amount of his L.T.D.

48.12 Modifications to Group Insurance Plan and Pension Plan

a) The present provisions with respect to lump sum or instalment payments of group life insurance shall be amended so that payments will only become payable if the employee qualifies for such payment after expiry of his L.T.D. benefit period.

b) The present provisions with respect to disability pension payments shall be amended so that they will only become payable if the employee qualifies for such payment after expiry

of his L.T.D. benefit period.

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48.13 **Exclusions**

a) Benefits under L.T.D. Plan will not be payable for claims resulting from self-inflicted injury, war, riot or pregnancy.

b) An employee on L.T.D. shall not accumulate credit for vacation or holidays.

48.14 The employee will accrue full pension credits at no cost to the employee based on earnings equal to the rate of pay for the occupation in which he was employed immediately prior to his disability.

49

SEVERANCE PAY

49.01 A regular employee, who has completed one 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 his seniority entitles him

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49.02 An employee laid off and entitled to severance pay will be paid two percent (2%) of his total earnings for the last full period of continuous service. One-half of the severance pay due will be paid after the employee has been laid off for six (6) weeks. The balance of the severance pay) will be paid after the employee has been laid off three (3) months.

49.03 An employee's recall rights will not be affected because of the payment of severance pay. However, if recall occurs before the time when severance payment is due, no such payment will be made. If an employee is offered recall and it is refused, all severance rights are terminated.

49.04 If an employee is recalled after having received all of 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

49.05 If an employee is recalled after having received one-half of the severance pay due him,

he will, upon return to **work**, retain the right to the unpaid portion if laid off a second time. He will begin accumulating again a new period of time which will, in addition, be credited toward any future lay-off.

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50

ENTERING AND LEAVING THE PLANT

50.01 All employees will enter the mill only when reporting for a regular shift. If it is necessary for some other reason that they enter the mill, the permission of the Human Resources Department will be obtained.

50.02 No employee will leave the Plant during his scheduled hours of work without prior permission of his Foreman and will punch "out" unless on Company business authorized by his Foreman.

51

WORKING HOURS ON ELECTION DAYS

51.01 Notices will be posted periodically throughout the Plants respecting Federal, Provincial, and Municipal elections. The

provision of the Applicable Elections Act, as applicable, will govern the time off duty allowed to eligible voters.

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51.02 Time and one-half will be paid to an employee who replaces another employee before the commencement of his regular shift to permit the employee time off to vote.

52

TIMEKEEPING REGULATIONS

52.01 Each employee must punch the time clock in advance of his starting time, and anyone more than three minute.; and less than fifteen minutes late will have one-quarter of an hour deducted from his time. If more than fifteen minute late, additional periods of one-quarter of an hour will be deducted.

52.02 Neglecting to Punch Time Cards - Employees neglecting to punch their time cards will be penalized by having fifteen minutes time deducted from their wages for each omission. Starting or stopping time omitted will be entered and individually initialled by the Superintendent.

52.03 The Company agrees that noon hour punching of time cards will not be required for

employees who are remaining on the Company's premises during their lunch period. However, employees leaving the Company premises at noon hour must continue to clock "out" and "in" on their time card.

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52.04 Absence from work of over four calendar days -The time card of an employee absent from work for sickness or accident for more than four calendar days will be removed from the rack, and it will be necessary for such employees to first obtain clearance from the Company Nurse before being allowed to resume regular duties.

53

NOTICE OF INTENTION TO RETURN TO WORK

1. TOUR WORKERS

53.01 Where a tour **worker** has been absent from work for one or more shifts, he shall be required to give notice of intention *to* report for his next regular shift as follows:

For 8 to 4 shift . by 10 p.m. on previous day
For 4 to 12 shift by 12 noon on the same day
For 12 to 8 shift . by 4 p.m. on the same day

2. DAY WORKERS

53.02 Where a day worker has been absent from work for one or more days, he shall be required to give notice of intention to report for his regular day before 5 p.m. on the previous day.

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54

DISCIPLINE OF MILL WORKERS

DISCIPLINARY MEASURES

54.01 Depending upon the nature, repetition and degree of the offence, the following penalties are to be applied where necessary to secure proper conduct and discipline:

a) Personal reprimands by the Resident Mill Manager, Department Head or Superintendent, where the Management is satisfied by the offending employee that the offence will not be repeated.

b) Suspension from work, without pay, for periods of one to fifteen days, according to the gravity of the offence and the previous record of the employee concerned.

To be applied in cases of a first serious offence or continued or repeated minor ones when, in the judgement of the Resident Mill Manager, Department Head or Superintendent proper conduct and discipline can be secured without

resorting to the extreme penalty of dismissal.

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c) Extreme penalty or dismissal from service To be applied in all cases of flagrant or wilful violations of the rules of the Company or the laws of the land where a thorough investigation proves the employee to be guilty, and the appropriate Resident Mill Manager, Department Head, or Superintendent is convinced dismissal is the only method by which discipline can be maintained. It may also be necessary to inflict this penalty in the case of an employee who persists in continued and repeated minor violations of the Company's rules as shown by the disciplinary record of such employee.

APPLICATION OF DISCIPLINE

54.02 Each Superintendent and Foreman shall have the authority to temporarily remove from service any employee under his supervision who violates the rules of the Company or the laws of the land while such employee is on duty or on the Company's premises.

54.03 Whenever a Foreman exercises such authority, he shall furnish his Superintendent with a report stating his reasons, including such recommendations he considers the circumstances warrant After consideration of the

circumstances and discussion with the Shop Steward and the Manager of Human *Resources*, the Superintendent will authorize the necessary action which will be reported to Management through the regular procedure.

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54.04 The employee shall be informed of the reasons for such action being taken, and his right of appeal to the Resident Mill Manager explained to him

RECORD OF DISCIPLINARY ACTION

54.05 In order to maintain a record of minor offences committed by employees who, having been verbally warned, continue to repeat such offences, a "Record of Disciplinary Action" form shall be initiated by the Foreman concerned and approved by the Department Superintendent.

54.06 In all cases where the offence committed is that of absence without leave, a "Record of Disciplinary Action" shall be initiated for the first offence as provided for in Clause 55 - "Absence Without Leave"

54.07 The Superintendent or Foreman shall first discuss the charge with the employee and his Shop Steward after which the Superintendent and Foreman shall sign the notice

54.08 Copies of "Record of Disciplinary Action" will be forwarded to the employee's Union President and to the Human Resources Department.

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54.09 An employee will not be formally disciplined without the presence of a Union Officer. The Company retains the right to suspend employees for just cause following a formal discipline meeting.

54.10 It is understood that an employee's record will be cleared of minor offences and breach of mill rules where an employee has a clear record for a period of 12 months.

55

ABSENCE WITHOUT LEAVE

55.01 The following penalties will be applied to employees who are absent without prior permission from their respective Department Heads:

First Offence - A "Record of Disciplinary Action" shall be issued by the Department Superintendent in the first instance of absence without leave. In this regard, "Record of Disciplinary Action" procedure, as outlined in Clause 54, will be carried out

Second Offence · Three compulsory days off without pay

Third Offence · Possible discharge

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55.02 The above penalties shall be subject to the following regulations:

1. An employee's record of absence without leave will be automatically cleared after a period of six months without an offence.

2. As per articles 27.02 and 27.06, an employee who is unavoidably prevented from reporting for duty, must notify his foreman at least two (2) hours before his shift goes on duty. If proper notice is given, it will remain within the jurisdiction of the Department Head to determine whether or not there is a bona fide reason for not reporting for duty

2.
3. Penalties imposed for absence without leave will be subject to review under Clause 33 · "Adjustment of Complaints" · in the existing Agreement

56

CAUSES FOR DISCHARGE

56.01 The following can justify immediate discharge:

1. Incompetence

2. Failure to report for work without bona fide reasons, or refusal to comply with Company rules or disobedience in the line of duty.

2.

2. - 111 -

3.

1. Dishonesty, or giving or taking a bribe of any nature as an inducement to obtaining work or retaining a position.

1.

1. Disorderly conduct, or bringing intoxicants into or consuming intoxicants in the mill or on mill premises; reporting for duty under the influence of liquor.

2.

3.

1. Deliberate destruction or removal of Company's or other employee's property; or gross carelessness with respect to Company's buildings, materials, and equipment.

4.

5.

2. Neglect of duty, sleeping on duty, or smoking in other than permitted areas, or other abuse of smoking regulations.

6.

1. Reading of books, magazines, or newspapers while on duty, except where required in the line of duty, removing books or magazines from Raw Material Storage for private purposes.

8. Punching of other employee's time cards

9. Gambling on mill premises

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56.02 Nothing contained in these rules shall be deemed to restrain or limit the Company's right to discharge employees for just cause.

STATEMENT OF POLICY
ON THE PART OF THE COMPANY
DISCUSSED WITH AND AGREED
TO BY THE UNIONS

57

COMPANY REINSTATEMENT POLICY

PURPOSE

57.01 To establish a definite Company Policy to govern the status of employees who are temporarily separated from the Company's employ and later return to work.

GENERAL COMPANY INTERPRETATION
OF CONTINUOUS SERVICE

57.02 Continuous service is not broken by recognized leaves of absence, vacation with pay, or lay-offs of less than three months in the case of employees with less than five years continuous

service or lay-offs of less than twelve months in the case of employees with five or more years continuous service. It is broken by resignation or discharge.

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SEPARATION PROCEDURE

57.03 Upon separation from the Company's service for any reasons, an employee shall draw, in addition to wages for hours worked, payment of accumulated vacation pay to date of separation in accordance with the Company's Vacation with Pay Plan. Also, he shall be given his record of employment to enable him to file claim for unemployment benefits.

57.04 Group Insurance coverage will automatically terminate on separation.

57.05 After three months of separation, a refund cheque will be issued for all contributions made by the former employee to the Retired Income Plan.

RETURN TO WORK AFTER SEPARATION

57.06 Employees with less than five years continuous service who return to work within three months from the date of separation, and employees with five years or more continuous service who return within twelve months from date of separation shall be reinstated without a break in service and thus allowed full occupational and departmental seniority, as well as continuity of employment in qualifying for the Vacation with Pay Plan and paid statutory holidays. However, medical examinations will be required of employees who are recalled after three months absence.

57.07 Former standing in the Group Insurance Plan and the Retirement Income Plan shall be regained without further qualifying periods.

57.08 These employees will be required to refund to the Company the amount of vacation payment received at date of separation. Suitable arrangements may be made through the Human Resources Department for the refund of this amount on an instalment basis

57.09 Because employee contributions to the Retirement Income Plan are based on actual earnings, no arrears in contributions will accumulate during the lay-off period. However, all previous contributions by employee and the Company will remain to the credit of the employee.

57.10 Employees with less than five years' continuous service who return to **work** after three months from date of separation and employees with five or more years' continuous service who return to work after twelve months from date of separation will be re-employed and treated as new employees in all respects.

N.C.C.

58.01 The Company reaffirms its policy statement in the 1972-73 Memorandum of Agreement as it relates to discussions with the National Capital Commission as follows.

58.02 In the event of a shutdown or relocation of any operation of E. B. Eddy Forest Products Ltd. in Hull or Ottawa which affects hourly-rated employees, provision will be made to invite local Union officers and National Representatives to attend any discussions with N.C.C. officials which may be held to discuss provisions for continued employment or severance pay for affected employees.

59

MATERIAL HANDLING

59.01 The Company agrees to maintain three (3) trained operators for the Mechanical Loader occupation (Payloader).

60

JOB EVALUATION

60.01 The Company will join the Pulp and Paper Manufacturers' Job Classification Plan in order to do the evaluation on a uniform basis with

other Fine Paper companies. The Company is not prepared to make any further commitment until the evaluation is completed

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60.02 The Job Classification Plan evaluation will be completed during the term of the present agreement.

61

MASTER AGREEMENT

61.01 The Company will provide copies of the Master Labour Agreement for each of the locals.

62

LINE OF PROGRESSION

62.01 The Company will agree, where it considers it possible, to develop a line of progression in departments where such lines do not exist and include these Lines of progression in the Labour Agreement

62.02 LETTER OF UNDERSTANDING -
RE LINES OF PROGRESSION

This letter will confirm the Company's intention regarding lines of progression

The Company will immediately assign an individual to discuss and prepare with operating supervisors and review with the local union concerned the department lines of progression.

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Copies of the department lines of progression will be provided for each local President.

62.03 LETTER OF UNDERSTANDING

During recent negotiation meetings, discussions were held regarding the job posting of the following hourly-rated positions.

1. Security Cleaner
2. Mechanical Helper
3. Electrical Helper "A"

Special consideration will be given an employee who has a proven medical condition or any other valid reason or when it is agreed to be *in* the best interest of the employee and the Company.

63

CANADA SAVINGS BONDS,
QUÉBEC SAVINGS BONDS,
FONDS DE SOLIDARITE
FIRST ONTARIO FUND

63.01 The Company agrees to provide payroll

deductions for Canada Savings Bonds and Quebec Savings Bonds provided that, in each case, a minimum of 25 employees subscribe.

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63.02 The Company agrees to make payroll deductions for the Fonds de Solidarité (QFL) and the First Ontario Fund for all employees who wish to register provided a minimum of twenty-five (25) employees subscribe.

64

EMPLOYMENT SECURITY

All employees holding a permanent position as of February 26, 1999 will remain employed by the mill, except in the following circumstances

technological change

- complete closure of the mill or of a department
- closure due to lack of orders or market conditions

acts of God or any other circumstances beyond the control of the Company

- dismissal for cause

attrition

This employment security provision does not represent a guarantee in terms of minimum number of hours of work per week

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A list of employees covered by this provision has been prepared. This list also includes employees required to cover for vacations calculated on a yearly basis.

APPENDIX "A"

MAINTENANCE AND OPERATING
FLEXIBILITY

PREAMBLE

Maintenance and Operating flexibility is aimed at promoting overall productivity improvements in utilizing the full range of skills, capabilities of our personnel and/or developing additional skills through required training. Over the longer term, skills capability, and trades flexibility are expected to increase and change with training and experience.

Subject to the following provisions, the Company will continue to recognize the trades as per this Appendix

(1) MAINTENANCE FLEXIBILITY

Tradesmen working alone or as part of a group will perform all required maintenance and repair work for which they have the ability regardless of

trade

The CEP Locals and IAM & AW Local will be consulted in regards to flexibility between the Unions and any understanding achieved will be subject to the approval of the Unions

The minimum number of trades people on shift are:

1 millwright
1 electrician

A shift tradesman's primary task is to deal with emergencies occurring during the shift and to perform the tasks scheduled by the department superintendent, regardless of the department in the mill.

TOOLS

Tools required by mechanical employees in order to perform duties outside of their trade will be provided by the Company and be made available on an as needed basis

PREDOMINANT TRADES

The predominant trades will be used for

- a) call-ins
- b) any scheduled overtime
- c) scheduled weekend work

It is agreed that the preceding does not change the current practice of having the employee who starts a job finish that job.

TRADES ADJUSTMENT

Effective April 30, 1994, tradesmen on days, will receive an adjustment of 50 cents per hour.

(2) OPERATING FLEXIBILITY

a) An operating employee's primary work assignment will be tasks associated with his classification and department.

b) An operating employee may be required to carry out minor maintenance and minor repair work in his department as well as adjustment to his equipment as part of his normal job duties.

b)

c)

a) Operating employees may be assigned to tasks in other departments within their mill (1-Hull, 2-Ottawa/Colonnade) in the event of the partial or total shutdown of the operating of their department

a)

b) Employees will be paid at the rate of their regular scheduled hourly rate or the rate of the job to which they are assigned, whichever the greater.

TOOLS

Tools required by operating employees in order to perform the functions outlined herein will be provided by the Company and will be made available on an as needed basis

(3) TRAINING

In order for the Maintenance and Operating flexibility concept to take effect progressively and safely, training needs will be developed as per the present practice

(4) EMPLOYMENT SECURITY (MAINTENANCE/OPERATING FLEXIBILITY)

All employees holding a permanent position as of the date of ratification (February 10, 1994) including the Sundry **Labour** Pool will be protected from lay-off as a direct result of the implementation of the Maintenance and Operating Flexibility Concept

A list of the protected employees will be supplied to the Union prior to ratification

All further reductions as a direct result of the benefits attained from the Maintenance and Operating Flexibility Concept will be accomplished through attrition.

(5) IMPLEMENTATION

An Operations Committee will be formed by February 15, 1994 comprised of one representative from each of CEP Local 33, CEP Local 34, CEP Local 73 and an equal or less number of representatives from the Company.

A Tradesmens Committee will be formed by February 15, 1994 comprised of one representative from each of CEP Local 33, CEP Local 73 and IAMAW Local 412 and an equal or less number of representatives from the Company.

These committees will review their respective departments on a continuous basis to identify flexibility opportunities that will increase the overall efficiency of the department. Once this committee comes forth with their recommendations, they will be implemented.

Should these committees be unable to reach an agreement on how flexibility can be incorporated

into their department, then the issue will be referred to the Senior Mill Committee for resolution.

A Senior Mill Committee composed of equal representation of Management and the Union will meet as required to resolve problems or discuss concerns that may arise as a result of implementation of maintenance and operating flexibility

(6) PAST PRACTICE

The above provisions replace all practices and/or verbal or written agreements, which contravene, prevent, or restrict the application of maintenance and operating flexibility.

APPENDIX

MECHANICAL, ELECTRICAL AND
RELATED TRADES POSITIONS COVERED
BY TRADE FLEXIBILITY AGREEMENT

LEAD HAND

ELECTRICIAN LEAD HAND
INSTRUMENT LEAD HAN
MACHINIST LEAD HAND
PIPEFITTER LEAD HAND

MILLWRIGHT LEAD HAND

"A" TRADESMEN

ELECTRICIAN "A"
ELECTRICIAN "A" (SHIFT)
INSTRUMENT MECHANIC "A"
MACHINIST "A"
MILLWRIGHT "A"
MILLWRIGHT "A" (SHIFT)
PIPEFITTER "A"
RIGGER
WELDER "A"
GARAGE MECHANIC "A"
REPAIRMAN "A" (STEAM PLANT)
PAINTER "A"

"B" TRADESMAN & APPRENTICE

CEMENT FINISHER
ELECTRICIAN "B"
ELECTRICIAN - APPRENTICE
MACHINIST "B"
MACHINIST - APPRENTICE
MILLWRIGHT "B"

MILLWRIGHT - APPRENTICE
PIPEFITTER "B"
PIPEFITTER - APPRENTICE
WELDER "B"
WELDER - APPRENTICE

GARAGE MECHANIC "B"
REPAIRMAN "B" (STEAM PLANT)
PAINTER "B"

INSTRUMENT MECHANIC B
INSTRUMENT MECHANIC. APPRENTICE

OTHERS

OILERS

CARPENTER "A"
ROLL, GRINDER "A"
TINSMITH "A"
BRICKLAYER "A"

APPENDIX "B"

E.B. EDDY FOREST PRODUCTS LTD

**12-HOUR SCHEDULE
COMPRESSED WORK WEEK**

HULL-OTTAWA DIVISION

**COMMUNICATION, ENERGY AND
PAPERWORKER UNION
OF CANADA, LOCALS 33, 34 AND 7
AND
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSCAPE WORKERS LOCAL 412**

November 1987

1. It is understood that the 12-hour schedule only applies to seven-day continuous operation

2. It is understood by both parties that problems may arise which cannot be resolved by this agreement. Should this occur, both parties will meet and discuss the problem so that a satisfactory solution can be reached. If a solution is not reached, then either party may cancel this agreement with 30 days' written notice to the

other party.

3. It is understood that the shift schedule will be agreed by each department

4.(a) Premiums shall not be paid to any employee for the sole reason for the transferring from one standard work week to another standard work week. In the case of reverting to the previous shift schedule, the same rule shall apply

(b) Day workers scheduled to work on the 12-hour schedule, or reverting back to day work from the 12-hour schedule, will not include any hours worked in the 12-hour schedule in the make-up of the 37 1/3 hour work week. (No pyramiding of hours in the 12-hour schedule as premium over 37 1/3 hours.) (Subject to all conditions of Clause 19 Overtime Day Workers and Clause 21 Sunday Work.)

5) Relief for Unscheduled Absence

Replacements must be available when required due to unscheduled absenteeism caused by sickness, accidents, etc. When replacing for unscheduled absence on shift, the following procedure will be used,

a) promote on shift.

b) secure relief from the volunteer list; those who sign the list must be available;

c) if unable to secure replacement from the volunteers list the replacements must come from employees who are on their scheduled day-off and all employees will co-operate to ensure that such replacements will be available. Shift employees will indicate their names on the sheet posted in their department prior to going on their scheduled days-off.

The above-mentioned is in addition to the present obligation in the collective agreement requiring an employee to cover for a fellow employee until such time as a replacement is secured.

d) Employees who are scheduled on the job in which the absence occurs will be asked to work their day off.

e) After the above procedure has been followed, the scheduled employee on the relief crew will be required to be available for duty at the beginning of the shift change and remain available for two (2) hours. Employees may arrange for other qualified employees to be responsible for their calls on the approval of their immediate shift supervisor.

6) Personal Arrangement for Shift Coverage

Should an employee make a personal arrangement for his last shift before his days off, he will be responsible for filling the "Call List" requirements by either:

- a) being on call, or
- b) arranging a replacement

7) Hours of Work - Shift Workers 12-Hour Shifts

(a) The standard work day will be 12 hours with weekly hours varying according to the shift schedule.

(b) Hours of work shall be 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m.

(c) The work week will commence at 8:00 p.m. Saturday to 8:00 a.m. Sunday

(d) Sunday premium will be paid from 8:00 p.m. Saturday until 8:00 p.m. Sunday

8) Premium Pay

Time and one-half will be paid under the following conditions:

HCY

(a) The first twelve (12) hours worked on Sunday

(b) For additional hours worked over his regular daily hours (12) except when required to replace an employee for tardiness up to two (2) hours

Double time will be paid under the following conditions:

* For all hours worked in excess of twelve (12) hours on Sunday except when required to replace an employee for tardiness up to two (2) hours

* Note: This paragraph will not be followed in the Hull Mill until a decision is received on the outstanding grievances.

9) Shift Differential

8:00 p.m to 8:00 a.m. • 67 cents per hour

10) Statutory Holidays

An employee will be paid as per current agreement

11) Bereavement Leave

Bereavement leave will be granted to employees on the 12-hour schedule as follows:

(a) When a death occurs to an employee's spouse or child, the employee will be granted a leave of absence and will be paid twelve (12) hours at his regular rate for scheduled working days lost in the eight (8) day period beginning with the date of death for which a maximum of forty (40) hours to be paid at straight time. The employee must be on the payroll for at least 30 days.

(b) When a death occurs to an employee's mother, father, father-in-law, mother-in-law, brother, sister, stepfather, step-mother, step-brothers, step-sister, grandfather and grandmother, the employee will be granted leave for twelve (12) hours at his regular rate for scheduled working days lost in an eight (8) day period beginning with the day of death for which a maximum of twenty-four (24) hours will be paid at straight time. The employee must be on the payroll for at least 30 days.

(c) One (1) day of compassionate leave, paid on the basis of eight (8) hours at the employees regular straight time rate, in an eight (8) day period, will be granted to an employee losing time from regular **work** due to the death of his/her brother-in-law or sister-in-law. To be entitled to such leave of absence the employee must have been on the payroll for at least 30 days.

12) Vacation with Pay

Each week of vacation entitlement will be paid for on the basis of forty (40) times the employee's classified rate at the time the vacation is taken or 2.4% of the gross earnings for the previous year, whichever is greater. Each week of vacation shall start on the first shift on the employee's selected week.

13) Floating Holidays

Floating holidays will be **taken** in twelve (12) hour units.

14) Jury Duty

An employee who serves as a juror or crown witness shall be paid the difference between jury duty fees and his normal straight time daily earnings. Daily earnings will be based on a regular twelve (12) hour shift.

15) Time Off for Voting

For voting in the Federal, Provincial, Municipal and other elections, as designated by statute, employees will cooperate to relieve their mates at premium time.

16) Weekly Indemnity

Weekly indemnity will be paid as outlined in our current Labour Agreement.

17) Meal Clause

Employees working two (2) hours or more beyond their regular 12-hour shift shall be entitled to a meal allowance as per our current Labour Agreement.

18) It is understood that approval of the Québec and Ontario Employment Standards Branch must be obtained for a compressed work week schedule

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN
E.B. EDDY FOREST PRODUCTS LTD.
OTTAWA/HULL DIVISION
AND
COMMUNICATION, ENERGY AND
PAPERWORKERS UNION
OF CANADA, LOCALS 33, 34 AND 73

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS LOCAL 412

SUBJECT: **Sludge & Garbage Collection**
and Transportation of Goods to Local
Warehouses

Further to discussions held during the 1993 and 1999 negotiations the Company agrees to provide the following employment security provision for those drivers employed in the Material Handling Department as of January 21, 1994 in return for the understanding that the removal of sludge and garbage and transportation of goods to local warehouses is not to be included in the definition of "cartage operation" as noted in Article 40.01

The Company *agrees* that the eleven (11) drivers employed in the Material Handling Department as of January 21, 1994 (as noted below) will not be laid off from the Material Handling Department as a result of the contracting out of garbage and sludge and transportation of goods to local warehouses.

100
- Yvanhoe J. Charlebois - André C. Cyr
- Bernard J. Lauzon - Raymond F. Périard
- François P. Pilon - Jacques J. Moreau
- Ronald B. Maloney - Marcel E. Provost
- Richard J. Charbonneau - Réal M. Madore
- Gilbert H. Cloutier

Following the departure of the first three (3) drivers mentioned above, they will be replaced in order by the following employees: Claude Presseau, Pierre Thibault and Luc Lagacé. These employees will then benefit from the job security above-mentioned.

APPENDIX E

LETTER OF UNDERSTANDING

BETWEEN

E.B. EDDY FOREST PRODUCTS LTD.
OTTAWA/HULL DIVISION
AND

COMMUNICATION, ENERGY AND
PAPERWORKERS UNION
OF CANADA, LOCALS 33, 34 AND 73
AND

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS LOCAL 412

SUBJECT: TECHNOLOGICAL
CHANGE/FLEXIBILITY

Any disagreement as to whether or not a manpower reduction is attributable to technological change or maintenance and operating flexibility shall be subject to the grievance procedure. It is understood that any grievances of this nature will be dealt with in the same fashion as a discharge case.

APPENDIX G - ANNEXE G
ENTRY LEVEL OCCUPATIONS
POSTES DE PREMIER ECHELON

JOB/POSITION

Cleaner
Nettoyeur

4th Hand, #10 P.M.
Quatrième ouvrier (machine 10)

Pulper Loader
Chargeur de broyeur

Roll Finisher
Préposé à la finition des rouleaux
4th Hand, #14 P.M.
Quatrième ouvrier (machine 14)

Lift Truck Driver
Conducteur de chariot élévateur

Wrap Line Operator
Opérateur d'emballage
Tester. Paper
Essayeur - papier

Rake Operator (seasonal)
Râteleur (saisonnier)
Lift Truck Driver
Conducteur de chariot élévateur

Helper (Mason-Scott)
Aide (Mason-Scott)

Packer (Folio Line)
Emballeur (ligne folio)

Junior Packer (Trimmer Line)
Emballeur subalterne (ligne massicot)

Storekeeper / Receiver
Magasinier · réceptionnaire

APPENDIX H - ANNEXE H

DISPLACEABLE OCCUPATIONS
POSTES DÉPLAÇABLES

JOB/POSITION

Cleaner
Nettoyeur

4th Hand, #10 P M
4e ouvrier (machine 10)
4th Hand, #11 P M
4e ouvrier (machine 11)
Clothing Helper/Cleaner
Aide-habilleur/Nettoyeur
Pulper Loader Operator
Chargeur de broyeur
Hi Shear Pulper Operator
Conducteur de broyeur Hi-Shear
Lift Truck Driver
Conducteur de chariot élévateur
Weigher
Peseur
Lift Truck Driver
Conducteur de chariot élévateur

Roll Finisher
Finisseur de rouleaux
4th Hand
4e ouvrier

Clothing Helper
Aide-habilleur

Pulper Operator
Conducteur de broyeur
Process Hand
Aide aux procédés
Lift Truck Driver
Conducteur de chariot élévateur
Wrap Line Operator
Opérateur d'emballage
Core Hand
Préposé aux mandrins
Sample Room Clerk
Commis - salle des échantillons
Tester Paper
Essayeur - papier
Rake Operator
Riteleur

Truck Driver
Chauffeur de camion
Lift Truck Driver
Conducteur de chariot élévateur
Mason Scott Helper
Aide - Mason Scott
Paper Packer
Emballeur de papier

Utility Hand
Aide générale