

Collective Agreement Between

Irving Pulp & Paper Ltd

and

Communication, Energy and paperworker
Local 30

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ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to:
- (A) Maintain mutual satisfactory relations between the Company and its employees;
 - (B) Promote the mutual interests of the Company and its employees;
 - (C) Set forth the working conditions, hours of work and wage rates of the employees, as defined in Section 2.01;
 - (D) Provide for the prompt disposition of grievances.
- 1.02** The parties and each member of the bargaining units shall abide by the terms and conditions of this agreement and fully co-operate to:
- (A) Promote the safety and welfare of the employees and prevent accidents;
 - (B) Improve the efficiency of the employees and the quality of their workmanship;
 - (C) Operate the plant so as to obtain economy of operations, quality and quantity of production;
 - (D) Protect the property of the Company;
 - (E) Strengthen goodwill between the Company and its employees.
 - (F) The Company and the Union will mutually promote environmental protection through education and awareness.

ARTICLE 2 - UNION RECOGNITION

- 2.01** The Company recognizes the Communications, Energy and Paperworker's Union of Canada Local 30 as the sole bargaining agent for all its employees, save and except the following:
- Engineering Staff employees
 - Watchmen
 - Superintendents
 - Assistant Superintendents
 - Supervisors
 - Foremen
 - One secretary each to the General Manager, Controller, Traffic Manager, and Human Resource Manager
 - One clerk typist employed in a confidential capacity in matters relating to Labour Relations in the Industrial Relations Department
 - Any person exercising management functions or employed in a supervisory or confidential capacity or having authority to employ or discharge other employees
 - Those excluded by the Industrial Relations Act
 - All Employees for which International Brotherhood of Electrical Workers, Local 1888 has been certified to be the bargaining unit.
- 2.02** The expression "Bargaining Unit" as used herein shall mean the employees for whom the Union is the sole bargaining agent under Section 2.01.
- 2.03** The term "employee" as used herein means an employee included in the bargaining unit.
- 2.04** Wherever the masculine pronoun is used in this agreement, it shall be deemed to include the feminine.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The parties recognize that there shall be no discrimination against any employee on account of race, colour, creed, sex, national origin, physical disability, or political affiliation.

ARTICLE 4 - MANAGEMENT RIGHT

- 4.01** The Union recognizes and acknowledges that it is the right of the Company to operate and manage its business subject to the terms and provisions of this agreement.

ARTICLE 5 - UNION SECURITY AND UNION ACTIVITIES

- 5.01** All employees of the Company, who are members of the Union, shall remain members of the Union as a condition of their continued employment with the Company. The Company shall give written notification to the Union upon hiring a new bargaining unit employee, terminating a bargaining unit employee, laying off a bargaining unit employee, stating name, rate and position of such employee.
- 5.02** New employees shall, as a condition of their continued employment, apply for membership in the Union within thirty (30) days following the beginning of their employment and maintain such membership as a condition of employment.
- 5.03** The Union will make membership in such Union available to all employees covered by this Agreement, on the same terms and conditions as are generally applicable to other members of such Union.

- 5.04** Except with the consent of the company, the Union shall not hold any meeting of their members on Company premises or **engage** in Union activities during working hours at a time which will interfere substantially with the work schedules or business of the Company.

ARTICLE 6 - CHECK-OFF

- 6.01** The Company shall deduct weekly Union dues from the wages of any employee who has authorized such deduction in writing. Such authorization may be revoked at any time by giving a written notice to the Company.

Such authorization and revocation shall be in a form agreed to by the parties and copies shall be delivered to the Company and to the Union.

- 6.02** An authorization for deduction of Union dues or a revocation of such authorization shall take effect in respect to the payroll covering the first pay period of the month immediately following the week in which such authorization or revocation of authorization is received by the Company.

- 6.03** Amounts deducted from the pay of an employee herein shall be remitted by the Company to the Financial Secretary of the Union before the last day of the month in which such deduction is made and the receipt of the Financial Secretary of the Union shall constitute a good and sufficient discharge to the Company for the amounts so deducted.

- 6.04** Upon written notification to the Human Resource Assistant from the Union, employees who are granted health or educational leave of absence shall not be required to pay their Union dues. The

Union will notify the Paymaster when this action is to be rescinded.

Employees on other employment leave of absence will be required to maintain their weekly Union dues.

- 6.05** The Union agrees to indemnify and save the Company harmless from any liability or action arising out of any deduction from the wages of an employee hereunder.

ARTICLE 7 - NO LOCKOUT, NO STRIKE

- 7.01** The Company agrees that there shall be no lockout of employees during the life of the agreement. Nothing in this agreement, however, shall be construed as interfering in any way with the right of the Company to extend, limit, or shut down its operation.

- 7.02** The Union agrees that, during the term of this agreement:

- (A) There shall be no strike, walk-out, stoppage of work, concerted quitting of jobs, refusal to work, slow down or any other complete or partial interference with the operation of the Company;
- (B) They will not involve any employee of the Company or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer;
- (C) Any employee, who violates the provisions of the present section, shall be subject to discipline by the Company.

7.03 Should, while this agreement remains in effect, the Company, unless permitted so to do by the provisions of the Industrial Relations Act, declare or cause a lockout affecting any employee in the bargaining unit, the Union, at their option, on written notice to the Company, may cancel this Agreement forthwith.

7.04 Should the Union, while this agreement remains in effect, directly or indirectly, unless permitted so to do under the provisions of the Industrial Relations Act:

(A) Declare, authorize, instigate, or engage in strike, walk-out, stoppage of work, concerted quitting of jobs or slow down;

OR

(B) Authorize, instigate or engage in picketing affecting or relating to the premises, operations or business of the Company, and not in the course of a strike of the members of the bargaining unit authorized or declared under the provisions of the Industrial Relations Act; the Company, at its option, on written notice to the Union, may cancel this Agreement forthwith.

ARTICLE 8 - UNION COMMITTEE

8.01 The Union shall appoint or otherwise select amongst the regular employees, a committee which shall be comprised of not less than three (3) and not more than twenty-three (23) members, the said committee to be described in the present Agreement as the "Union Committee".

8.02 Except as otherwise provided in this Agreement, the Union Committee alone shall be entitled to:

- (A) Confer with the Manager and/or the Human Resources Manager of the Company concerning any matter which, in their opinion, affects the members of the bargaining unit;
- (B) Deal with all differences or grievances submitted for disposition under the grievance procedure set out in Article 9 thereof.

8.03 The Union shall advise the Company, in writing, of the names of the employees comprising their Union Committee and of any changes from time to time made in the composition of such committee.

8.04 Notwithstanding anything in this Agreement contained, an employee, if he so desires, shall have the right, without the assistance of the Union Committee, to discuss a problem of a personal nature with any official of the Company employed in a managerial or supervisory capacity.

8.05 When requested by the Union, the company will arrange for a job replacement for a member of the Union Negotiating Committee required to be absent to participate in the Contract Negotiating Meeting with the company. The Company will pay any meals or overtime costs involved in providing such replacement.

8.06 When absent from work in connection with Union Business, it has been agreed that the Union will give the Company Human Resource Manager forty-eight (48) hours notice in writing, if possible. A verbal request will also be given to the individuals supervisor or foreman.

8.07 Stewards, Committee Members or Union Officers will not incur any loss of pay for time spent during their regular shift at meetings with Company

representatives.

- 8.08** Upon presentation of written request on forms duly signed by the President or Vice-president and the Secretary, the Company will pay local union members all regular hours missed from their regularly scheduled hours of work claimed by said employees and to bill the Union for wages paid for their time spent on Union business meetings, Union Conventions and conferences and for time spent at Company negotiations.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** The parties recognize the prompt disposition of any difference or grievance is of the utmost importance, and they will co-operate in expediting the handling of any matter submitted for disposition under the procedure set out in this Article.
- 9.02** Any difference or grievance arising between the company and the Union or between the company and any employee, concerning the meaning or violation of any matter that this Agreement specifically provides may be dealt with as a Grievance and such Grievance shall be disposed of in accordance with the procedure in this Article contained, without any suspension of work or interference with the business of the Company.
- 9.03 (A) Grievance by Employee:**

Should an employee wish to raise a grievance, the following procedure shall apply:

Step I - Within seven (7) days from the day the alleged grievance has arisen, the employee or two (2) of a group of employees

affected, accompanied by his or their Shop Steward if they desire, shall present the grievance, either orally or in writing, to their Foreman or other Supervisory employee directly concerned who shall communicate his decision within four (4) days.

Step 2 - Failing settlement under Step 1 and within six (6) days from the expiration of the four (4) days delay referred to in Step 1, one (1) or more members of the Union may present the Grievance in writing to the Department Manager concerned.

The Department Manager shall meet with the Union committee within three (3) days from the receipt of the written Grievance and communicate his decision to the Union within nine (9) days of the meeting.

Step 3 - Failing settlement under Step 2 and within seven (7) days from the expiration of the nine (9) day delay referred to in Step 2, the Union, with or without the assistance of its National Representative, shall meet with the General Manager of the Company, who shall communicate his decision within seven (7) days of the meeting.

Step 4 - Failing settlement under Step 3, the Union may within the next twenty (20) days after receiving the notice of decision under Step 3, refer the Grievance to Arbitration as provided for in Article 10 thereof.

- (B) Any Grievance not appealed by the Union or Management within the time limits shall be deemed settled on the basis of Management's or the Local Union's last answer.

9.04 Grievance by the Company:

Should the Company wish to raise a Grievance, the following procedure shall apply:

Step 1 - Within seven (7) days from the day the alleged Grievance has arisen, the Foreman or other Supervisory employee directly concerned shall present the Grievance, either orally or in writing, to the employee or two (2) of a group of employees affected and their Shop Steward who shall communicate their decision within four (4) days.

Step 2 - Failing settlement under Step 1 and within six (6) days from the expiration of the four (4) days delay referred to in Step 1, the Dept. Manager concerned may present the Grievance, in writing, to one (1) or more members of the Union Committee. The Union Committee shall meet with the Department Manager within three (3) days from the receipt of the written Grievance and communicate their decision to the Company within nine (9) days of the meeting.

Step 3 - Failing settlement under Step 2 and within seven (7) days from the expiration of the nine (9) day delay referred to in Step 2, the General Manager of the Company shall refer the Grievance to the Local Union and their National Representative who shall communicate their decision within seven (7) days from the receipt of the Grievance.

Step 4 - Failing settlement under Step 3, the Company within the next twenty (20) days after receiving the notice of decision under Step 3, will refer the Grievance to Arbitration as provided in Article 10 thereof.

9.05 In determining the time within which any Step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Office holidays shall be excluded.

The time limits provided may be extended by mutual agreement of the Human Resource Manager, or his designate, and the Local Union, in writing.

ARTICLE 10 - ARBITRATION

10.01 If the Union or the Company wishes to refer a grievance to arbitration as provided in Section 9.03 or Section 9.04, the Company or the Union, as the case may be, shall within the twenty (20) day period therein mentioned, give to the other party a written notice of its intention to arbitrate, which notice shall contain the name of its appointee to the Arbitration Board. The party receiving such notice shall, within five (5) working days of the receipt of such notice, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person, who shall be the Chairman.

10.02 If the recipient of the notice of arbitration fails to appoint its nominee or should the nominees of the Company and the Union fail to agree on a Chairman, either party, after written notice to the other, may apply to the Minister of Labour for the

Province of New Brunswick, asking him to appoint a nominee and/or chairman of the Board of Arbitration.

- 10.03** No person shall be selected as a member of a board who, directly or indirectly, has been involved in discussions or negotiations respecting the grievances with which the Board is to deal or who is acting, or within six (6) months preceding the date of his nomination, has acted in the capacity of counsel, solicitor, agent or employee of either one of the parties hereto or of any person concerned in the grievance.
- 10.04** The Company and the Union shall bear the fees and expenses, if any, of their respective nominees to a board.
- 10.05** The fees and expenses, of the Chairman of the Board, shall be borne in equal shares by the parties.
- 10.06** A finding by a majority of a board shall be binding on both parties.
- 10.07** If the grievance results in a loss of earnings to the employee(s) concerned, the arbitrator may order that the loss incurred by the employee be reimbursed in whole or in part. The arbitrator may also, if he deems fit, order the re-employment of the employee or the reduction of the disciplinary measure to which he/she was subjected.
- 10.08** A board 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 nor to give any decision inconsistent with the terms or provisions thereof.
- 10.09** Except as otherwise provided herein, the

procedure of any board shall be governed by the Arbitration Act.

ARTICLE 11 - REGULAR AND TEMPORARY EMPLOYEE TOUR WORKERS

11.01 (A) The expression “Regular Employee” means an employee who has been continuously employed by the Company for a period of five-hundred and forty regular (540) hours.

(B) A “Probationary Employee” is one who has been employed for fewer than five-hundred and forty regular (540) hours and, as such, may not grieve in the event of his dismissal.

A “Probationary Employee” will be eligible for coverage under the Group Insurance and Retirement Plans on the 1st of the month following sixty (60) calendar days.

11.02 A student employee is one who *is* hired for a period not to exceed:

- 1) four (4) months, in the case of cleanup and vacation relief.
- 2) the length of the work term, in the case of co-op students hired for the period of the work term.

Student employees will not be entitled to any benefits provided under the Group Insurance and Retirement Plans, and will not accumulate any seniority/recall rights.

An employee hired in this category will be so indicated on his union notification.

- 11.03** The expression “Tour Worker” means an employee working on an alternating shift basis, normally rotating in sequence weekly (two day shifts followed by two night shifts).
- 11.04** A Call Crew employee is an employee who does not have a posted job and whose job it is to provide extra manpower or relief.
- (A) When a Call Crew employee is working in a Department, he will move up in the same manner as the employee he is replacing.
- (1) If on the weekly schedule, a Call Crew employee is pre-scheduled to follow a crew, he shall work either 36, 36.25, 40 or 48 hours as applicable. An employee so scheduled will be unavailable for additional straight time work in that week; and will be eligible for all scheduling benefits as laid out in the Collective Agreement.

If a Call Crew employee is not pre-scheduled to follow a crew (A,B,C,D or DAY WORK), he may be scheduled or available for work up to 48 hours at straight time in that week (40 hours for Day Workers). Work on Sunday will be at time-and-one-half.

The weekly Call Crew Schedule will be posted at the Gatehouse and a copy placed in Local 30’s box no later than 4:00 pm on Friday of the preceding week.

- (2) Regular classified employees in a Department will be offered overtime in that Department before such overtime is offered to a Call Crew employee, except in the case of job continuance where the Call Crew employee will continue to work that particular day.
- (3) Except as in No. (1) above, Call Crew employees will not be eligible for overtime arising from a shift change, sleep time, overtime on the last shift in the work week arising from work on Sunday, call-ins, make-up shifts and meals (unless the employee is held over at the end of his shift) but will be eligible for all other benefits, including Pension, as outlined in the Collective Agreement.
- (4) Call Crew employees will have no set schedule of work and may be re-scheduled on short notice.
- (5) A Call Crew employee's first 540 regular hours of work will be considered their probationary period.

In the event that more than one employee is due to begin work on the same day, the Company will meet with the Union in order to determine their seniority.

- (6) The senior Call Crew employee will be required to fill the first permanent opening after the posting procedure has been exhausted.
- (7) A Call Crew employee cannot take vacation or floaters during prime time except if he is pre-scheduled to follow a

crew for a continuous period of not less than sixty (60) calendar days and provided the vacation or floater taken falls within this continuous period or as provided in paragraph three (3) in No. (8) below.

- (8) A Call Crew employee will be entitled to annual vacation with pay, under Article 20.03, provided he has worked a minimum of 1500 hours in the preceding year.

When a Call Crew employee becomes classified on a regular job, he will be granted service credits for vacation purposes retroactive to his date of hire and will become eligible for all vacation entitlement and vacation pay provisions contained in this Agreement.

After June 1st of each year, Call Crew members may book preference week(s) of vacation during Prime Time by filling unused departmental vacation quotas, on the basis of their Mill Seniority.

- (9) A Call Crew employee will earn a twelve (12) hour floater following the completion of every 540 regular hours of work.
- (10) Call Crew employees will be eligible for group insurance benefits following the completion of 320 regular hours of work. Weekly Indemnity benefits will be made on the basis of the employee's average weekly earnings during the twelve (12) weeks preceding disability. (The

Company agrees to grandfather existing Local 30 members, effective May 1, 1989.)

Weekly Indemnity benefits for grandfathered Call Crew employees will be paid based upon the greater of 40 hours x base rate or the employee's average weekly earnings of the twelve (12) weeks prior to disability, provided that for each claimant there is a junior employee who has worked the week for which benefits are being paid. In the case of the most junior Call Crew employee, benefits will be paid on the above basis if the Call Crew member senior to him works the week in question.

- (11) In the event that an employee is laid off from the Call Crew, all Company fringe benefits will cease as of the end of the month in which lay-off occurs.
- (12) Call Crew employees will not be entitled to Severance Pay in Article 12.06 of the Collective Agreement unless they had previously held a classified job within the jurisdiction of CEP Local 30.
- (13) No employee will be displaced or laid off from the Mill solely for the reason of his duties being carried out by one or more Call Crew employee(s).
- (14) Employees on the Call Crew will have no recall to previously held classified jobs. Once a Call Crew employee becomes classified, his previous job history is reactivated.

- (15) When Call Crew employees have been pre-scheduled or called in to fill vacancies on the same shift, they will be assigned to fill those vacancies by their seniority beginning with the highest rated job, provided they are qualified to perform such job. However, previously assigned Call Crew employees will not be reassigned as a result of application of this provision.

11.05 A member of the Call Crew assigned to follow a shift and who has been given less than forty-eight (48) hours notice of change of shift will be paid time and one-half for the first shift on the new schedule.

ARTICLE 12 - SENIORITY & JOB POSTINGS

12.01 Types of Seniority:

Regular mill employees accumulate four (4) types of seniority; Mill Seniority, Departmental Seniority, Local 30 Seniority, and Posting Seniority.

(A) Mill Seniority

The expression “Mill Seniority” means the length of continuous service as from the date of last entry as an employee of the Company.

(B) Departmental Seniority

The expression “Department Seniority” means the length of service an employee has in a Department in which such seniority is held. Department Seniority will not extend past the 60 calendar day period

referred to in Article 12.04 B (6).

If more than one applicant is taken off the same job posting, the applicant with the greatest Local 30 seniority will have the greatest Department Seniority.

(C) Local 30 Seniority

The expression “Local 30 Seniority” means the length of continuous service as from the date of last entry into the Union; except for those members of the bargaining unit as of April 30, 1986 whose Local 30 Seniority will be deemed to be the same as their Mill Seniority.

Local 30 Seniority will be used for bumping, layoff, recall, rehire, and vacation scheduling; but only within the jurisdiction of Local 30. Wherever the term “Mill Seniority” is found in this Agreement in connection with the above applications of seniority, the term “Local 30 Seniority” shall be substituted.

(D) Posting Seniority

The expression “Posting Seniority” means the length of continuous service as from the date of last entry into Local 30 and is to be used for job postings only.

Note: Office Group became Local 30 members on June 29, 1973.

12.02 Accumulation of Seniority

Seniority in all cases where not specified means all types of seniority.

The seniority of a regular employee shall be maintained and continues to accumulate during

absence, due to the following:

- (A) Sickness; provided that the employee is receiving benefits under the existing Weekly Indemnity, LTD programs or WCB benefits.
- (B) Lay-off for a period not exceeding thirty-six (36) months [twenty-four (24) months for employees hired after May 1, 1998].
- (C) Maternity Leave of Absence; (as per Article 13.04).
- (D) Leaves of Absences as specified in 13.05 and 13.06.

12.03 Loss of Seniority

An employee shall lose his seniority for any of the following reasons:

- (A) If he voluntarily quits;
- (B) If he is discharged;
- (C) If he is laid off from the mill for lack of work, for a period of more than thirty-six (36) consecutive months [twenty-four (24) consecutive months for employees hired after May 1, 1998];
- (D) If he fails to return to work within ten (10) days from the date of mailing of a notice by registered mail, to the last address recorded in the Personnel Department, for employment expected to last for more than thirty (30) days. However, in special circumstances, such delay may be extended by mutual agreement between the local Union and the Company. A copy of the recall notice shall be given to the local Union.

An employee may refuse recall for a temporary job (thirty (30) days or less) without loss of recall.

- (E) An employee re-employed after losing his seniority rights is considered a newly hired employee.

12.04 (A) Promotion, Demotion, Posting and Vacancies

- (1) In cases of work assignments, reclassifications, promotions, re-employments and transfers which the Company reasonably anticipates will last for more than thirty (30) days and subject to the qualifications of employees and their ability to fill the jobs and obtain further promotions, preference shall be given for a job classified in a department to the regular employee having the greatest Departmental Seniority, or if provincial or government regulations require that the holder of a job to be filled hold a license or a certificate, to the regular employee having the greatest Departmental Seniority, amongst the holders of such licenses or certificates.

As per Article 12.04 (C) (5), an employee who has been laid off through no fault of his own and is now back in a line of progression shall not be able to use his Departmental Seniority to bump or promote ahead of other employees in the line of progression. In the event there are reductions in the line of progression, the employee may use his

Departmental Seniority to stay in the Department.

- (2) When group lay-offs, promotions or demotions of regular employees becomes necessary, the company shall give to the Union Committee, a list of employees selected to be laid off, promoted or demoted and allow it up to seventy-two (72) hours to present reasons or arguments for changes in the employees so selected.
- (3) In the consideration of seniority in a job promotion, and subject to Article 12.04 A (1), first preference will be given to Departmental Seniority. Where Departmental Seniority is equal, Mill Seniority shall prevail.

12.04 (B) Promotion, Demotion, Posting and Vacancies

Whenever a new job is created, or a permanent vacancy occurs, or a bottom job in a line of progression becomes vacant, or a temporary transfer for more than thirty (30) days is made, (except for Tour Workers in a Line of Progression where temporary vacancies will be filled by on shift moveups of up to 365 days and shifts will remain self supporting and shift changes will not take place) the Company shall adopt the following procedure. No shift changes will be made during the period of May 1st to September 30th, except if production dictates.

- (1) Within seven (7) calendar days, post such job, vacancy or temporary transfer for twenty-five (25) calendar days. For

those receiving Weekly Indemnity or WCB payments and who are in the first six months of disability, will be given a copy of the posting by attaching it to the next Weekly Indemnity cheque. If another opening comes while an existing posting is active, it shall be used to select one (1) additional applicant.

- (2) Within five (5) working days after the twenty-five (25) calendar days referred to in 12.04.B (1), select for notification, an employee amongst the applicants, including call crew employees, according to the provisions of Section 12.04 A (1). Preference will be given to the qualified applicant having the greatest Posting Seniority. Where Posting Seniorities are equal, Local 30 Seniority shall prevail.
- (3) Notify the Union of the selection and allow seven (7) working days to present arguments for the change of the employee so selected. If, after hearing the arguments of the Union, the Company changes the employee selected, the decision shall be effective on the day it is made, and no retroactivity will be paid to the new employee selected.
- (4) Post for thirty-six (36) hours the name of the person selected. Such person will be moved to the new posting within thirty (30) days where possible, and in no case more than sixty (60) days.
- (5) Temporary openings in all Departments

will not be filled with a permanent employee in a classified job from outside those areas, except as outlined in 12.04 B (9). Persons filling temporary vacancies will not have priority over more senior employees applying for the permanent vacancy.

- (6) An employee will be allowed a probationary period of sixty (60) calendar days on a new job. During this period, he may, of his own initiative, return to his previous job or be returned by the Company if he fails to satisfactorily perform the new job duties. (His return to his previous job will be made without loss of seniority in that former job.) This sixty (60) calendar days shall exclude time absent for sickness, accidents or leave of absence.
- (7) An employee, who has commenced training on a new job as a result of a job posting and who gives up one such postings within the 60 day probationary periods to return to his old job will not be eligible for a further posting until a period of one year has elapsed.
- (8) A vacancy arising out of a posting will not be posted until 35 days after the job has been vacated and such posting not formalized until the incumbent has completed his probationary period on the new job.
- (9) Regular Yard Crew employees will have the option to relieve on temporary vacancies in the Fire Chief job.

Temporary relief for the above jobs will be posted January 15 of each year.

A relief employee must schedule his vacation in conjunction with employees in the area where the relief is required.

- (10) The Company agrees to grandfather existing Local 30 members, who do not possess the required Grade 10 education level, to all Woodhandling Job Postings and classified jobs which the employee previously held, for the term of this agreement effective the date of ratification.

12.04 (C) Layoffs

- (1) Lay-offs from the Mill for lack of work shall be made in the reverse order of Mill Seniority and employees who have been laid off and who are on recall shall be given preference over new employees and will be called back in reverse order of lay-off for any job offers which may arise, subject to all terms and conditions of 12.04 A (1).
- (2) When there is a reduction in the work force or curtailment of production that results in a demotion of employees in a line of progression, employees will be demoted in reverse order of their promotion.

- (3) Where there is a reduction in the trades, the employee who has the least Department Seniority shall be laid off. This applies separately to the mechanical and instrumentation areas.
- (4) **An** employee who is laid off from the bottom job on a progression ladder, or from any job not on a ladder, may exercise his Mill Seniority to displace a junior employee in the mill, providing he is within the jurisdiction of CEP Local 30, beginning with the most junior, subject to Article 12.04 A (1).

If the employee displaced is not on the bottom job in a line of progression, then the employees in the line of progression will promote so as to create a vacancy in the bottom job which would then be filled by the employee exercising his Mill Seniority.

- (5) An employee who is laid off through no fault of his own will be placed according to the following steps:
 - (1) Will be returned to the last job(s) in reverse order of the Job Posting(s) he held providing it is still in existence and in the jurisdiction of CEP Local 30 and providing his Departmental Seniority allows. (Departmental Seniority is considered as the total time from last Posting in that Department to date of the lay-off.) In the event that an employee posts from a Relief position and where there is more

than one relief position per shift (Tier 1, Tier II etc) at the time of the posting, the employee's last job will be defined as being in the Tier from which he posted.

- (2) Failing number one (1), the employee will be returned to a position in the Department consistent with his Departmental Seniority but in no case in a position higher than the job he left.
- (3) Failing number two (2), the employee will exercise his Mill Seniority as outlined in Article 12.04 C (4).
- (4) The employee laid off and bumping another employee must have the ability to perform everyday requirements of the job after having been given a trial and a training period of sixty (60) calendar days.
- (6) Employees shall have thirty-six (36) months recall rights [24 months for employees hired after May 1, 1998] and shall be recalled in reverse order of lay-off, subject to Article 12.04 A (1).

12.04 (D) Bumping

An employee who bumps on to a permanent classified job will become classified in that job.

12.04 (E) Hiring

In hiring new employees, the Company shall give preference to former employees, who

have lost their seniority rights and to former temporary employees subject to the qualifications of the persons concerned. The decision of the Company in such matters shall be final.

12.05 Freezing

- (A) Freezing will not be permitted without a doctor's certificate stating adequate medical reasons for refusing promotion.
- (B) An employee may not freeze at the bottom or relief bottom job in any department.
- (C) An employee bypassed while frozen shall be considered junior to all employees who moved ahead of him either permanently or temporarily for all future promotions.
- (D) In the case of demotion employees shall move back in the reverse order of promotion.

12.06 Severance Pay

A regular employee with at least one year continuous service with Irving Pulp & Paper who is permanently laid off due to job elimination by Management decision for such causes as more efficient operation, change or elimination of a process, shall be paid severance pay. Severance pay shall not be paid due to job elimination for such causes as total cessation of mill operation, fire, flood, explosion, labour dispute, or "Act of God". Severance pay will be paid in accordance with the following:

- (A) Severance pay shall be 2% of career earnings for the last full period of continuous service with Irving Pulp & Paper. One half of this severance pay will be paid after the employee

has been laid off due to job elimination for six (6) consecutive weeks. The second half is payable after the employee has been laid off for three (3) consecutive months.

- (B) No severance pay will be paid to an employee whose seniority entitles him to work. Nor will severance pay be payable to employees who quit or are discharged.
- (C) If recalled to work before the severance pay payment is payable, no such payment shall be made.
- (D) An employee refusing recall shall forfeit his right to severance pay unless the recall is for temporary work or employment of short duration and the employee is employed elsewhere.
- (E) If an employee is recalled and returns to work after receiving one half of his severance pay, he will, upon return to work, retain the right to the unpaid portion which will be added to any new accumulation of severance pay.
- (F) If an employee is recalled and returns to work after receiving all his severance pay, he will, as of the date of return, commence a new period of accumulation which will be credited to any future lay-offs.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01** When making appointments to jobs in the Company outside the Bargaining Unit, the Company shall give full consideration to the qualifications of member of the Bargaining Unit and notification of the appointment will be put on the bulletin board.

13.02 An employee promoted or appointed by the Company to a position or job with the Company, not within the Bargaining Unit, shall retain and continue to accumulate Mill and Departmental Seniority for a period of six (6) accumulated months outside the Bargaining Unit, after which time he shall lose all accumulated seniority.

13.03 An employee appointed outside the Bargaining Unit shall immediately resign his Union Membership and he shall be under no obligation to such Union or Union activity. However, he may continue to pay Union dues to preserve his seniority within the Bargaining Unit for the accumulated six (6) month period referred to in Article 13.02.

13.04 Maternity

An employee may obtain a leave of absence without pay of up to twenty-seven (27) weeks.

The employee is requested to provide the Company with a certificate from her doctor establishing the probable date of delivery. She must also indicate the date of return to work. A certificate establishing that she is able to return to work must also be provided.

Should an employee become totally disabled as a result of pregnancy related illness or accident, Weekly Indemnity Benefits shall be paid as in Article 22.01 (A) of the Labour Agreement.

An employee on leave will continue to be covered under the Life Insurance, AD&D, and Health & Dental plans.

13.05 Union

If an employee accepts a full time position in the

Union, the said employee will be granted one leave of absence for up to two (2) years during which time the employee will continue to accrue seniority. At the end of the two (2) years leave of absence, if the employee does not return to work, his employment with the Company shall be terminated. The number of employees granted leave under this paragraph shall not exceed three (3) at any one time.

13.06 Government Office

If an employee is elected to Federal, Provincial or Municipal government office, he will be granted a leave of absence not to exceed one term of office. At the end of the leave of absence, if the employee does not return to work, his employment with the Company shall be terminated.

ARTICLE 14 -WORK CLASSIFICATION AND WAGE RATES

14.01 The work classification and wage rates of the employees shall be as set out in Appendix "A" hereto, which forms part of the agreement.

14.02 Job classifications may be altered, changed or eliminated if the circumstances require such a change. The Company will notify the Union of such change as far in advance as practicable but no later than one month in advance.

In the case of re-assignment of duties, or job change, when employees have been given increased or decreased responsibilities which modify substantially the content of their job, the Company will meet with the Union as soon as possible to negotiate adjustments. If the parties fail to agree on such adjustments, the Company

shall establish the rate, subject to the right of the employee to submit the matter to arbitration.

14.03 An employee who is promoted to a higher paid work assignment for an hour or more, shall be paid at the higher rate while so employed.

14.04 Shift Differential

Shift Differential will be 4% of the labour rate for the 6:00 p.m. to 6:00 a.m. shift.

14.05 Safety Allowance

The Company will provide \$245.00 per year (\$150.00 per year for Maintenance Department employees) to each employee as a safety allowance. This will be paid to employees on the last pay period in June of each year. : “This allowance represents the full amount of the Company’s contribution towards employee purchase of personal safety items.

Effective May 1, 2008

14.06 Tool Allowance

A tool allowance of \$150.00 per year will be provided to each tradesman and will be paid on the last pay period in June of each year. An allowance will be made to tradesmen for metric tool conversion, subject to the approval of Supervision in the amount of 50% of the Government refund up to a maximum of \$100.00 per year per tradesman.

14.07 All employees will be paid by payroll deposit.

ARTICLE 15 -WORKING HOURS AND MEAL HOURS

15.01 The regular operation of the mill shall be continuous and on the basis of twenty-four (24) hours per day.

15.02 Regular or Normal Work Week

(A) The regular or normal work week in the mill shall be forty (40) hours, with the exception of Tour Workers, whose regular or normal work week shall average forty-two (42) hours.

(B) (1) The regular or normal work week for Office Workers shall consist of a maximum of forty (40) hours for Maintenance and Engineering Departments.

(2) The normal work day shall be executed between 8:00 a.m. and 4:00 p.m., Monday through Friday with a paid twenty (20) minute lunch period to be taken some time between the time period 11:00 a.m. and 2:00 p.m. Normally, the twenty (20) minute lunch period should be taken from 12:00 p.m. to 12:20 p.m.

(C) The regular or normal work week shall consist of thirty-six and one-quarter (36%) hours for clerical employees. The normal work day shall be executed between 8:00 a.m. and 3:55 p.m. with an interruption of three-quarters (%) of one hour for the noon meal from 12:00 p.m. to 12:45 p.m.

15.03 The regular work hours for day workers shall be from 8:00 A.M. to 4:00 P.M. Day workers will be

allowed five (5) minutes to wash up in their area.

15.04 Work **is** to start promptly in the area at 8:00 a.m. and after the employee's twenty (20) minute meal period.

15.05 Whenever possible, shifts for Tour Workers will rotate in sequence weekly. Shifts for Tour Workers shall change normally at 6:00 a.m. and 6:00 p.m. Tour Workers will be permitted to change shift up to ½ hour in advance of these times.

15.06 A Tour Worker Shall

(A) Report for his regular shift unless he has previously secured from his foreman permission to be absent;

(B) If he is unavoidably prevented from reporting to work, notify his Foreman and, failing to reach him, the Gateman on duty, at least forty-five (45) minutes before his tour goes on duty. In such event, the employee(s) affected will be notified within thirty (30) minutes of the time the Foreman has been informed of his absence.

(C) Be in his place when his tour of duty **is** scheduled to begin;

(D) Remain at work in his place at the end of a shift, until his relief has arrived to take on the responsibilities of his work assignment.

15.07 (A) A Tour Worker, whose relief fails to report for work on schedule, shall report such failure to the Foreman and remain on duty until a substitute relief has been secured and relieves him. If necessary, a Tour Worker whose relief has failed to report shall work an

additional six (6) hours.

(B) Except in the case of protection of life or property, an employee shall not work more than eighteen consecutive hours in the mill, after which he must be away for a minimum of six (6) hours before returning to work.

15.08 Work schedules shall be so arranged as to endeavour to give each employee a weekly rest period of at least forty-eight (48) consecutive hours or in the case of Day Workers, forty-eight (48) consecutive hours to be taken on Saturday and Sunday.

15.09 The normal meal hours shall be the following:

For Day Workers, between 12:00 Noon and 12:20 p.m.

15.10 If it is foreseen that the combined length of the work to be done and the meal period allowed exceed two (2) hours after completing a regular work assignment, the employee will have the option; of being provided a meal at the time and further meals each subsequent four hour periods or, in the case of a day worker shall allow him one hour at straight time pay to secure a meal, at his own expense.

An employee who is scheduled to work on any scheduled day off or Statutory Holiday shall be provided with one (1) meal ticket for every four (4) hours worked, to a maximum of one for an eight (8) shift and two (2) for a twelve (12) hour shift. These meal tickets will be provided regardless of how much notice has been given.

This article shall be administered in accordance with the Memorandum of Agreement: Meals.

- 15.11** When spring and fall time changes take place, Tour Workers will not lose any pay due to the time change. When the time change requires employees to work in excess of their regular shift, overtime rates will apply.

ARTICLE 16 - OVERTIME

16.01 Day Workers

A Day Worker shall receive one and a half times his basic rate:

- (A) When called to work between 4:00 p.m. and 8:00 a.m. on the same day and for the period mentioned in Article 17.02.
- (B) For hours worked when called in on his day off.
- (C) For work performed between 4:00 p.m. and 8:00 a.m. except when on a staggered crew formed by mutual agreement.
- (D) For work performed between 4:00 p.m. on Friday and 8:00 a.m. on Monday.
- (E) When working on a staggered crew formed by mutual agreement for a special job;
 - (1) For work performed in excess of the arranged eight (8) hour shift;
 - (2) When such staggered crew is not rotated, for all time worked on the crew, after five nights of night service, provided there are two (2) scheduled crews for the special job.

However, overtime rate will be paid on the first staggered shift if the employee

has not been notified of his schedule twenty-four (24) hours in advance.

(F) Notwithstanding (A) through (E), day workers assigned to shift work outside of their normal daily hours of work (8:00 A.M. to 4:00 P.M.), but during the period 8:00 A.M. Monday to 8:00 AM. Saturday only, will be paid as follows:

- (1) Will receive time and one half for the first shift on the new schedule. Upon completion of the assignment to shift work and return to the normal 8:00 AM. to 4:00 P.M. work day, a day worker will receive straight time for all hours worked on the first 8:00 AM. to 4:00 P.M. schedule.
- (2) Will receive straight time for the first eight (8) hours worked and time and one half for hours worked in excess of eight (8) hours for the 2nd and subsequent shifts worked on the new schedule.

In the event that the company requires twenty-four (24) hour coverage on a job, it will schedule twelve (12) hour shifts to provide said coverage. Shift change times for twenty-four (24) hour coverage will be 8:00 A.M. and 8:00 P.M., but may be changed to coincide with the shift change time for operators in the department where the work is to be performed.

(G) A day worker assigned to Tour work to cover a vacancy will receive time and one half for the first shift of his new schedule unless he has received notice of the change forty-eight (48) hours prior to the start of the new

schedule, in which case straight time would be paid for the first twelve (12) hours. In any case, the second and subsequent shifts **will** be paid as for a Tour Worker Upon completion of the assignment to cover a Tour vacancy and return to the normal 8:00 A.M. to 4:00 P.M. workday, a day worker will receive straight time for all hours worked on the first 8:00 A.M. to 4:00 P.M. schedule.

A Day Worker so assigned will not work more than forty-eight (48) hours at straight time in the pay week in which the assignment occurred.

16.02 Tour Workers

A Tour Worker shall receive one and one half times his basic rate:

- (A) For work performed between 6:00 a.m. on Sunday and 6:00 a.m. on Monday.
- (B) For work he is required to perform after having completed his regular shift.
- (C) For work performed beyond his regular hours except overtime work performed following an arrangement with another tour worker to exchange shifts, such arrangement being subject to the approval of the Supervisor and provided that the change does not cause any additional cost or penalty to the Company.
- (D) With the exception of assignment to Day Shift for training, a Tour Worker temporarily assigned to work on a shift, other than his normal shift on the A, B, C, or D rotation, will receive time and one half for the first shift on the new schedule. Upon completion of this

assignment and return to his normal shift on the A, B, C, or D rotation, a Tour Worker will receive straight time for all hours worked on the first shift of the original shift schedule.

A Tour Worker permanently assigned to work on a shift, other than his normal shift on the A, B, C, or D rotation, will receive straight time only for his first shift on the new schedule.

Also, the Tour Worker will receive time and one half for all regular hours worked beyond those for which he would have been regularly scheduled in that pay week if the shift change had not occurred. If the shift change takes place on a premium day, time and one half will be paid on the next shift worked.

(E) If, through the time period in which the shift changes occur (in 16.01 F, 16.01 G and 16.02 D), an employee receives less than forty hours pay for the week involved, he may, if he so wishes, work the required number of hours to make up 40.

16.03 When possible, the off duty Shift Maintenance Worker shall have the first refusal for covering vacancies on Saturday and Sunday, when covering of such vacancies requires the payment of overtime. In the event a vacancy is filled, it will be filled by a Journeyman 1st Class Tradesman.

16.04 Mill Holidays

(A) (1) An employee, who is required to work during a Mill holiday shall be paid at the rate of one and a half times his regular wage for the time so worked, in addition to receiving either eight (8) hours pay or another day off and pay as provided

under Section 18.03 or in the case of office workers, a days pay, or another day off and pay.

- (2) Tour workers working as operators or with maintenance or clean-up crews on Statutory Holidays on which the Mill is not in regular production operation, whether or not such Tour Workers would normally have been scheduled to work on the day of the statutory holiday, will receive time and one half for time worked on the Holiday up to twelve (12) hours and double time thereafter. If such Tour Worker works twelve (12) hours or more on the statutory holiday, he shall receive twelve (12) hours holiday pay or twelve hours compensating time off to be taken in same manner as floating holidays.

Tour Workers working as operator or maintenance or clean-up crews on statutory holidays shall be on a volunteer basis, If the number of volunteers exceed the number required by the Company, work will be assigned on a seniority basis with preference given to these employees whose regular shift it would have been.

It is agreed the Union will not take any action to discourage such Tour Workers from volunteering for work on Statutory Holidays as operators or with maintenance or clean-up crews. A Tour Worker who volunteers to work and is scheduled for less than twelve (12) hours but more than eight (8) will be paid eight

(8) hours at time and one half and double time for all hours in excess of eight (8) but less than twelve (12).

- (B) (1) When a statutory holiday is immediately preceded or immediately followed by a Sunday, the hours involved shall be considered to be the same premium time period.
- (2) An employee shall receive twice his pay rate (double time) for work performed in excess of eight (8) hours on Sunday or on a statutory holiday or in the case of a Tour Worker in excess of twelve (12) hours.

16.05 (A) Day Workers

A Day Worker who works on Sunday shall, if he receives eight (8) hours pay for such Sunday, have the option of taking a day off during the week or receiving time and one half for the sixth day worked, providing the employee has worked or been paid a full five (5) days during the week.

(B) Tour Workers

A Tour Worker who is scheduled off on a Sunday and who then works on that Sunday shall receive time and one half for his first eight (8) hours worked and double time for any hours in excess of eight (8). If he received eight (8) hours pay on such Sunday, he will be paid time and one half for any hours worked up to eight (8) on his last scheduled day in the following tour.

For the next four (4) hours, he shall be paid at

straight time, providing he has qualified for full pay for his next scheduled tour following the Sunday worked.

(C) Sleep Time

An employee who has been called in to the Mill between the hours of midnight and 8:00 a.m. or who has worked in the Mill on overtime beyond midnight and is scheduled to work the following day will have work starting time for that following day extended by the number of hours he worked in the midnight to 8:00 a.m. period. An employee may elect to take sleep hours earned from either end of the qualifying shift. Tour Workers working within eight (8) hours previous to their scheduled shift shall receive sleep time for each hour worked. (Night shift between 10:00 a.m. - 6:00 p.m., Day shift - 10:00 p.m. - 6:00 a.m.)

The employee so affected will receive his regular straight time rate for the period by which his normal starting time has been extended or his quitting time has been retarded. This clause excludes any time worked on an exchange basis, or on the wire crew.

16.06 Any employee required to work in excess of sixteen (16) consecutive hours shall after the sixteenth (16) hour of work receive double time for all hours worked in excess of such sixteen (16) hours.

16.07 Wire Crew

The following guidelines will be applied for wire changes:

- (A) The Wire Crew will be made up of production workers who have volunteered for the crew.
- (B) Wire Crew will be paid at the rate of a Class A Tradesman while doing a wire job.
- (C) The employees for wire calls will be selected from those on the list, with preference being given to members who are on shift, providing relief is available.

Pay For Wire Crew

- (1) An operator (or operators) requested to leave his normal job to do a minor repair (up to 2 hours) shall receive his normal 12 hours at his operating rate plus the applicable call-in at the Class A Tradesman rate.
- (2) An operator (or operators) requested to leave his normal job to do a major job (2 hours, plus) shall receive their own operating rate for the number of hours worked at their operating job plus straight time at Class A Tradesman rate for the hours worked on the wire job, plus the applicable call-in at Class A Tradesman rate. If the wire job extends to cause an operator to go over the twelve hours, starting at the time he arrived at his operating job, premium time at the Class A Tradesman rate will be paid.
- (3) Operators held over to a second shift to complete a wire job will not receive an additional call-in.
- (4) An operator called in to work on a wire will be paid a call-in or premium time at Class A Tradesman rate, whichever is greater. He shall also be given a meal for each four hours worked after being called in.

- (5) An operator held over into the second shift will receive a meal ticket and subsequently an additional meal ticket for each additional 4 hour period.
- (6) During major mill shutdowns, wire changes and repairs may be scheduled for “Day Worker” hours. In this case, the crew will be treated as Day Workers and shift change rules will apply.
- (7) During work on wires, sleeptime rules are waived.

ARTICLE 17 - REPORTING ALLOWANCE AND EMERGENCY CALLS

17.01 If, by reasons of change in plans or an emergency situation in respect to which the supervisory staff has made every reasonable effort to advise the employee, no work is available for an employee who reports in accordance with instructions, no time shall be paid to him. Should, however, no reasonable efforts have been made to advise the employee of the change in plans or emergency situation or should there have been any negligence on the part of the supervisory staff, two (2) hours work will be paid to the employee's so reporting.

- (A) Under no circumstances will time be paid to an employee for whom no work is available when he reports but does not contact his Foreman before leaving the mill.
- (B) Attendance at meetings or training sessions given by the Company will be paid at time and one half or if the employee is already on straight time, he will continue on straight time until the end of his normal shift.

17.02 (A) (1) An employee called to work without 24 hours prior notice, outside his regular working hours or called to work on his day off, to do emergency work, shall receive a minimum pay equal to four (4) hours of pay at his regular rate. If call-in is on a Sunday, the employee will receive pay equal to six (6) hours at his regular rate. If, after reporting to work, the employee is assigned an unrelated job, it will be considered another call-in and will be paid a minimum of four (4) hours at his regular rate. Emergency work is work which could neither be anticipated nor postponed.

(2) Whenever an employee is called in to work on an emergency job and his time on such job extends into his next regular scheduled work period, he will receive the greater of a call-in or time and one-half, said time and one-half being payable until the completion of the job.

(B) A worker having completed his regular scheduled hours who is requested to remain at his job, is paid the applicable overtime rate while doing that work. If he is assigned an unrelated job while doing the above work, he shall receive another call-in for that unrelated job.

ARTICLE 18 - MILL HOLIDAYS

18.01 (A) The mill holidays and shutdown periods shall be the following:

1. **New Year's Day:**

Thirty-six (36) hours from 6:00 P.M. on December 31 until 6:00 A.M. on January 2 (for **Day Workers**, 4:00 p.m. until 4:00 a.m.).

2. **Canada Day:**

Twenty-four (24) hours from 6:00 a.m. on Canada Day until 6:00 a.m. on the following day, (for **Day Workers**, 8:00 a.m. until 8:00 a.m.).

3. **Labour Day:**

Twenty-four (24) hours from 6:00 a.m. on Labour Day until 6:00 a.m. on the following day; (for **Day Workers**, 8:00 a.m. until 8:00 a.m.).

4. **Christmas Day:**

Thirty-six (36) hours from 6:00 P.M. on December 24 until 6:00 A.M. on December 26; (for **Day Workers** 4:00 p.m. until 4:00 a.m.).

5. **On New Brunswick Day:**

The mill will operate as on a Sunday. **Day Workers** who are required to work will receive the applicable overtime rate plus eight (8) hours pay or a paid eight (8) hours off at the employee's option.

Tour Workers who are required to work twelve (12) hours will receive the applicable overtime rate plus twelve (12) hours pay or a paid twelve (12) hours off at the employee's option.

Those who are not required to work will

receive eight (8) hours pay for New Brunswick Day. New Brunswick Day is from 6:00 a.m. on New Brunswick Day to 6:00 a.m. the day after New Brunswick Day; (Day Workers from 8:00 a.m. until 8:00 a.m.).

- (B) The following office statutory holidays shall be observed:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
New Brunswick Day	Boxing Day
Labour Day	

If any of the office holidays falls on a Saturday, it will be replaced by the preceding working day. If it falls on a Sunday, it will be replaced by the following working day.

If an office or mill statutory holiday falls, while an employee is on vacation or other leave of absence, the provision of Articles 18.03 A, 18.03 C and 18.03 will apply for determining eligibility for pay. However, employees so affected are eligible for equal time off to compensate for the holiday provided the employee notifies his Supervisor prior to his vacation and that the compensating day or shift off is the first scheduled shift or day back to work.

- 18.02 (A)** The mill holidays and the duration of the shutdown may be changed by mutual agreement, to meet any special situation rendering it impracticable to shut down the mill at the date and time specified in this Article.

- (B) The Company may, at its option, operate the mill on New Year's Day, Canada Day, Labour Day and Christmas Day holidays.

The Company will give 30 days or more notice of its intention to operate the mill during these mill holidays. This notice will be given subject to the mill being operable at the time of the mill holiday.

New Year's Day, Canada Day, Labour Day, and Christmas Day Operation

The guidelines for operation of the mill during these days are as follows:

1. Manning

Manning to be kept to a minimum, as determined by the Company, for all statutory holidays.

Manning for Operations on these Mill Holidays will be from volunteers or failing that, by scheduling with preference given to those employees whose regular shift it would have been. Employees from the regular shift who do not wish to volunteer must notify the Company no later than thirty (30) days before the start of the Mill Holiday.

A shift will be considered a call crew member's regular shift after he follows it for thirty (30) days or more.

The work schedule will be developed as follows:

List Production workers on their regular classified job.

In the event an Operator does not wish to work on the Statutory Holiday, the Company will attempt to fill the position with a volunteer selected by the following procedure:

Step 1 - By the off-duty, classified Operator in the position to be filled.

Step 2 - By the on-shift, scheduled Operator in the next junior position. This will now create a vacancy in the junior position which will be filled as in Step 1 above.

Step 3 - If the scheduled, junior Operator is not capable of moving up, the position will be filled by the off-shift, classified Operator in the junior position who is qualified.

Step 4 - Steps 1 & 2 will be repeated until the required positions are filled.

Step 5 - If the position cannot be filled after having gone down the line of progression, then the off-shift employees on positions above the vacancy, starting with those on the next highest, should be offered the opportunity. Should the employee volunteering not be able to perform the vacant job, then employees in the line of progression will move down to the extent that the vacancy can be filled and the employee volunteering is able to perform a job. Such a move-back will not result in an employee receiving a lesser rate for the shift.

Step 6 – Employees on the “preference” shift

will be given an opportunity to cover the shift before any other employees.

Note: Whencalling in employees on their day off, the following order is to be followed when there are two crews to call ~~from~~

- If the vacancy is on the Day Shift, firstly call from the shift on its last day off, then from the other available shift.
- If the vacancy is on the Night Shift, firstly call from the shift on its first day off, then from the other available shift.
- In the event there is no volunteer to fill the vacancy, the regular classified employee whose shift it would have been will be scheduled to work.

Shift changes will not be paid as the result of volunteers moving from one shift to another.

For the Christmas statutory holiday period only, an employee whose schedule consists of more than one (1) twelve (12) -hour shift may choose to work only one (1) of those shifts. Any shift not covered because of this decision will be filled in the same manner as the above procedure. After the procedure has been exhausted, and before the regular classified employee whose shift it would have been has been scheduled to work, eligible and qualified volunteers will be sought in the following order:

- i) employees not scheduled to work
- ii) the Call Crew

In the event that no volunteer is found, the employee to be scheduled will have the option of attempting to arrange for another eligible and qualified employee to provide coverage for him, and under these circumstances, Clause 20.07 G will be waived. Failing that, the employee will be scheduled to cover the shifts that form his regular schedule.

Shift changes will not be paid as the result of volunteers moving from one shift to another should it be required to do so in order to man all positions as determined by the Company.

2. Pay

- (a) All employees will receive sixteen hours statutory holiday pay. (Two days pay for office workers.)
- (b) Employees who work during the period the mill would have been shutdown will receive double time for all hours worked during this period.
- (c) An Employee who works all scheduled hours during the period the Mill would have been shut down will receive the following:
 - (i) A Day Worker who works eight (8) hours or more during the Holiday period, for reason of being scheduled or called-in, will receive eight (8) hours pay or an eight (8) hour Floater.

(ii) A Tour Worker who works twelve (12) hours or more during the Holiday period, for reason of being scheduled or called-in, will receive twelve (12) hours pay or a twelve (12) hour Floater.

(iii) An Office Worker who works seven and one quarter (7 ¼) hours or more during the Holiday period will receive seven and one quarter (7 ¼) hours pay or a seven and one quarter (7 ¼) hour Floater.

Note: The Floaters granted in (c) will be paid only once during the Holiday period, i.e., only one (1) Floating Holiday will be given under this clause for all time worked by an employee, except under the following circumstances:

(i) **A Tour Worker who, for reasons beyond his control, is required to work a full and continuous twenty-four (24) hours during the January 1, Canada Day, Labour Day, or Christmas Day Statutory Holiday periods, will be granted a second floater.**

(ii) **A Tour Worker whose**

*normal schedule during the Christmas statutory holiday consists of more than one (1) Twelve (12) hour shift and who elects to take a floater to cover one of these shifts will be covered under 2 (c) above. Likewise, the Tour Worker who fills the vacancy created by the floater **will** be covered under 2 (c) above.*

- (d) An employee, who works all scheduled hours or is called in during the statutory holiday period and elects to receive the floater referred to in (c) above, must take this floater before the end of the year, or in the case of the Christmas floater before the end of the year following.

Note: The floaters granted in (c) will only be paid once during the holiday period, i.e. only one floating holiday will be given under this clause for all time worked. For tour workers who, for reasons beyond their control, are required to work a full 24 hours during the January 1, Canada Day or Labour Day statutory holiday periods, a second floater will be granted.

- (e) (i) All employees who do not work during the statutory holiday

period will receive a bonus of \$135.00.

Those eligible for the bonus in (i) are:

- Employees actively at work.
- Employees not on layoff immediately prior to the statutory holiday.
- Employees on sick leave or WCB who have worked some time within the ninety day period immediately preceding the statutory holiday.

(ii) Money will be given to the union to be used as a charitable donation in the amount of \$25.00 per active member, including WI and LTD recipients.

18.03 After thirty (30) calendar days, an employee working at a job with a pay rate higher than his normal classified rate will receive Statutory Holiday pay at the rate of the higher job.

(A) Provided he has completed his work schedules for the day before and the day after the Mill Holiday, each employee who has been in the employ of the Company for not less than thirty (30) days shall receive pay for eight (8) hours at his regular wage rate to cover the duration of the Mill Holiday shutdown.

(B) Employees shall receive sixteen (16) hours

pay for each of the Christmas, New Years, and Canada Day, and Labour day holidays at their regular rate, excluding shift differential.

- (C) Office employees who have completed their work schedule for the day before and the day after the mill holiday and who have been in the employ of the Company for not less than thirty (30) days, shall receive a day's pay at their regular rate to cover the duration of the mill holiday shutdown.
- (D) Office employees shall receive two (2) days pay for each of the Christmas, New Years and Canada Day holidays at their regular rate.
- (E) If, due to a mill statutory shutdown, an employee suffers a pay loss from normal weekly pay, the Company will make up the difference between the normal pay for the week affected and the actual pay. Overtime, except for Sunday, is excluded.

18.04 Provided an employee has been at work at some time within a ninety (90) day period immediately preceding the mill holiday, completion of the work schedules of the day before and the day after such mill holiday, as required by Section 18.03 of this Article, shall be waived:

- (A) If the mill holiday or the day before the mill holiday falls during a vacation period of such employee as provided in Article 20 hereof; **OR**
- (B) If the mill holiday falls during a leave of absence granted by the Company to such employee; **OR**
- (C) If, by reason of the Company having curtailed

operation, the work schedule of such employee for the day before or the day after the mill holiday has been reduced or eliminated.

- (D) Employees absent, either the day before or the day after a mill holiday for reasons of sickness, must provide proof of such sickness in order to be eligible for the holiday pay. Proof of sickness is a medical certificate or the prior concurrence of the employee's immediate Supervisor.

18.05 After 30 calendar days, an employee working at a job with a pay rate higher than his normal classified rate will receive any floater taken while on the higher job at the higher job rate.

- (A) Provided he meets with the terms and conditions governing eligibility for mill holidays as set out in sections 18.03 and 18.04, a regular mill employee shall receive six (6) floating holidays in each year (48 hours). Regular mill employees may also take an additional eight (8) hours pay on their birthday. If the birthday falls on a scheduled day, the employee may take the day off and receive eight (8) hours pay or work the day at straight time and receive eight (8) hours additional pay. If the employee takes the day off, but is called in to work, he shall be paid time and one half for all hours he works on that day. (Office workers will receive one days pay under the foregoing provisions for birthday pay. Tour Workers shall receive twelve (12) hours birthday pay under the same terms and conditions of the Article.) The employees intentions should be given three days in advance of his birthday.

The present birthday floater may be taken under the conditions presently existing for such birthday floaters or may be taken as a regular floater under the conditions presently existing for such regular floaters.

Employees will also have the option of receiving payment for their birthday floater at any time during the calendar year if they have not taken or do not intend on taking the time off.

A regular employee, until January 1st following the completion of his first year of employment, is entitled to one (1) floating holiday for each complete two (2) months of service (Tour Workers one every three months). Commencing November 1st of any year, the Company may schedule an employee's remaining floating holidays.

- (B) For each Floating holiday to which he is entitled, a Day Worker shall receive pay for eight (8) hours {Tour Workers twelve (12) hours, excluding shift differential} at his regular wage rate except when a Day Worker's entitlement is less than eight (8) {Tour Worker less than twelve (12)}. In this event, an employee may select one of the following options:
- i) take a full shift off (eight (8) hours Day Worker; twelve (12) hours Tour Worker) and be paid his floater entitlement that is less than a full shift (eight (8) hours Day Worker and twelve (12) hours for Tour Worker);
 - ii) work four (4) hours at either end of this shift and be paid his floater entitlement

that is less than a full shift (eight (8) hours Day Worker and twelve (12) hours Tour Worker).

iii) All floater entitlements unscheduled by November 1st will be paid out.

(C) An employee requesting a floating holiday with three (3) day prior notice shall be granted such a holiday unless the Company has reasonable grounds to refuse it at the requested date. Such reasons will then be stated to the employee. Premium time is not reasonable grounds of denying floating holidays.

ARTICLE 19 - BEREAVEMENT PAY

19.01 A regular employee shall be entitled to receive five (5) days off with pay at his regular rate (excluding shift differential) in the event of the death of a “member of his immediate family”. Tour Workers shall be entitled to forty-eight (48) hours off.

The expression “member of his immediate family” designates the spouse, child, mother, father, brother, sister, father-in-law, mother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, grandchildren, son-in-law or daughter-in-law of an employee.

A regular employee shall be entitled to receive a day off with pay at his regular rate in the event of the death of his brother-in-law, sister-in-law, grandfather or grandmother, provided he attends the funeral. Tour Workers shall be entitled to twelve (12) hours off. In the event that the funeral falls on an employee’s day off, the day off with pay must be taken on the employee’s next

regularly scheduled shift.

The five (5) days off (40 hours) must be taken consecutively, during a ten (10) calendar day period, one of the ten (10) days being the day of the funeral. In no case shall an employee receive a weekly pay greater than the pay he would have received if he had worked his normal work week.

Bereavement pay does not apply to employees on sick leave or any other leave of absence.

ARTICLE 20 - VACATIONS

20.01 (A) Each employee, hired after May 1, 1998 shall be entitled to the following annual vacations with pay:

1. Two (2) weeks after one (1) year but with less than four (4) years of continuous employment;
2. Three (3) weeks after four (4) years but with less than nine (9) years of continuous employment;
3. Four (4) weeks after nine (9) years but with less than seventeen (17) years of continuous employment;
4. Five (5) weeks after seventeen (17) years but with less than twenty-five (25) years of continuous employment;
5. Six (6) weeks after twenty-five (25) years of continuous employment.

Effective, January 1, 2009

(B) Employees who have completed twenty-five (25) years of continuous employment and

who have reached the age indicated, shall receive the following supplementary vacations:

Age 60 - One (1) Week

Age 61 - Two (2) Weeks

Age 62 - Three (3) Weeks

Age 63 - Four (4) Weeks

Age 64 - Five (5) Weeks

20.02 Such annual vacations shall be granted in the twelve (12) months following the anniversary of employment of an employee.

20.03 (A) Vacation Pay

The product of two and 4/10ths percent (2.4%) and the difference between the preceding year's Gross Earnings and the preceding year's Vacation Pay, or forty (40) hours (forty two (42) hours for Tour Workers) at his regular wage rate, as it is applicable to his regular job, per week of vacation, whichever is greater. After thirty (30) calendar days, a Tour Worker working a higher classified job shall receive forty-two (42) hours pay at that rate if greater than two and 4/10ths percent (2.4%) providing the vacation follows the above noted thirty (30) calendar day period without interruption.

(B) The term "Gross Earnings" as used in Article 20.03 (A) refers to earnings paid by Irving Pulp & Paper, Limited not including taxable benefits or allowances.

20.04 For the purpose of computing the vacation qualifications of an employee, credit shall be given:

(A) For any period of leave of absence taken at

the request of the Company, in order to engage temporarily in some other employment;

(B) For any period:

- on annual vacations
- leave of absence granted for illness, injury, urgent private affairs or other special circumstances
- on the time spent in negotiating the present agreement or its renewal.

Provided an employee has worked at least forty-five (45) days in the year preceding the date on which he has become qualified for vacation benefits.

(C) For periods of temporary absence from work in respect to which compensation is allowed by the Workers Compensation Board or wages are replaced by the Weekly Indemnity Program.

(D) The Company will provide through the Human Resources Department, "Request for Leave of Absence" forms. These forms will be completed in triplicate with one part going to the employee, one part going to the recording Secretary of the Union and one part staying with the Human Resources Department. This form will be forwarded to the Union at least two (2) weeks prior to the intended leave. Leave of absence will not be unreasonably denied.

20.05 A regular employee, who has completed one (1) year of continuous employment with the Company and who, for reasons beyond his control,

voluntarily severs his employment with the Company at a time when he is entitled to a vacation period, or when a vacation period is accruing to his credit, shall be paid the vacation pay for the vacation period to which he is so entitled or such part thereof as he has not used and/or to such proportionate part of a full vacation period as may be accrued to his credit as of the date of such severance of employment.

20.06 An employee, who for reasons within his control, voluntarily severs his employment with the Company or who is dismissed at a time when he is entitled to a vacation period shall be paid the vacation pay for such vacation period, or portion thereof, as may have accrued to his credit as of completion of his last twelve (12) month period of continuous employment with the Company and which has not been used.

20.07 (A) Vacation schedules shall be arranged by the Company so as to cause a minimum of interference with the business and operations of the Company, but due consideration shall be given to mill seniority within the department and insofar as practicable, to the preference of each employee respecting his vacation period. **All** vacations shall commence on the first scheduled day of work. In the case of a Tour Worker, vacations shall start on the first day shift on the employee's selected week of vacation and shall run until the end of that four (4) day shift cycle.

(B) Employees entitled to more than two (2) weeks of vacation shall not be allowed to take additional weeks of vacation in Prime Time unless after the first selection is made by all employees in the department and the

quota is not filled. In this case affected employees may select a third week of their vacation entitlement. Once all the employees in the department have selected their third week and if the quota is still not filled a fourth week may be selected. Under no circumstances will the quotas established in the various departments be exceeded nor can an employee take more than four (4) weeks in Prime Time. Prime Time is designated as the last two weeks of June up to and including August 31.

- (C) For office vacation scheduling, only one employee from the following vacation group will be allowed on vacation and or floater at any one time.

Administrative Technician
Production Clerk typist
Supply and Services Clerk
Document Specialist

- (D) Commencing September 1 of any year, the company may schedule an employee's remaining vacation entitlement, or pay out the employee's unscheduled vacation, as determined by the company. Cash out of vacation will be limited to any vacation entitlement in excess of three (3) weeks.
- (E) With the adoption of Team Concept, the following vacation and floater quotas will be applicable:

Fibreline

No more than three (3) off per shift on

vacation and/or floaters at any one time, with a maximum of one (1) per line of progression.

Finishing Group (including Shipping Shed)

No more than three (3) off per shift on vacation and/or floaters at any one time, with a maximum of one (1) per Vacation Group. Vacation Groups are as follows:

Group #1----Finishing Technician 1, 2 &3

Group # 2----Finishing Assistant Technician 1, 2 & Senior Relief

Group # 3 ----Finishing Assistants Shipping & Junior Relief“

Causticizing

Maximum of one (1) off per shift on vacation and/or floaters at any one time.

Woodhandling

No more than one (1) off per shift on vacation and/or floater.

Technical Department

- No more than one (1) off per shift on vacation and/or floaters at any one time.
 - No more than one (1) Day Worker off on vacation and/or floaters at any one time.
- (F) A maximum of twenty-five percent (25%) of maintenance employees will be allowed off on vacation at any one time.

Preference weeks (2) to be shown in red on vacation schedule for all employees.

Vacations and floaters to be taken by area.

(G) An employee may not work on a Statutory Holiday if it falls during his vacation period.

20.08 An employee on probation, a student or an employee with less than twelve (12) months of continuous employment shall receive a vacation pay equal to four percent (4%) of his gross earnings.

ARTICLE 21 - JURY DUTY

21.01 An employee required to be absent from work by reason of Jury Duty or as a result of appearing as a subpoenaed witness in a court action under the jurisdiction of the criminal code or as a witness on behalf of the crown shall be paid the difference between jury pay and his regular scheduled hours in any week. Upon verification to the Company of Jury Duty, an employee shall be paid for scheduled hours of work spent on Jury Duty and reimbursement to the Company shall be made upon receipt of jury pay or by a mutually satisfactory arrangement. Jury pay does not include meals, mileage or parking.

**ARTICLE 22 - LIFE INSURANCE, ACCIDENTAL
DEATH AND DISMEMBERMENT AND
WEEKLY INDEMNITY PLANS**

**22.01 (A) Life Insurance, Accidental Death and
Dismemberment and Weekly Indemnity**

The Company shall pay one hundred percent (100%) of the cost of the Life Insurance, Accidental Death and Dismemberment and Weekly Indemnity Plans for the employees which plans have been agreed upon by the parties prior to the execution of the present agreement. Life Insurance shall be equal to double annual earnings as is coverage for Accidental Death. Dismemberment benefits are specified in the Master Policy. Annual earnings are 2080 times the hourly rate for Day Workers, 1885 times the hourly rate for Office Workers and 2184 times the hourly rate for Shift Workers. Weekly Indemnity of (1-1-4-52) benefits are 70% of weekly earnings. Weekly earnings are defined as 40 times the hourly rate for Day Workers, the regular weekly pay for Shift Workers and thirty-six and one quarter (36%) times the hourly rate for clerical employees. (Weekly Indemnity benefits of 1-1-3-52 at 70% of weekly earnings for Tour Workers).

In the event an employee will be unable to take his vacation or Floaters before the end of the vacation year (December 31st) due to his being on Weekly Indemnity, he will receive pay for any vacation or floaters owing. If his 52 weeks of Weekly Indemnity benefit is completed prior to vacation year end and he has not been able to take vacation or floaters, those owed will also be paid. Employees on

short term absences due to sickness, who will be left with unused floaters or vacation, may not receive simultaneous payment of Weekly Indemnity and floaters and holidays.

Day Surgery in an accredited institution will be covered under the Weekly Indemnity Plan in the same manner as the first day of hospitalization.

Arrangements will be made to have Doctor's fees paid for the completion of medical forms required to attain Company-related benefits.

The Union shall have the option to consult with the Company regarding the change of the Insurance Company.

The Group Life Insurance maximum is \$150,000 (\$170,000, effective May 1, 2010).

Retirees' Death Benefit

Members of the Pension Plan

The Retirees' Death Benefit is \$5,000, effective May 1, 1998, but for retirements after this date only.

Members of the GRSP

Subject to eligibility requirements as set out in Article 23.12, the Retirees' Death Benefit is a \$10,000 paid-up life insurance policy. Effective January 1, 2010

(B) Blue Cross Extended Health Plan

1) Any premium increases necessary to fund this plan, after April 1, 1995, shall be paid by employees through payroll deduction. Deductions will be made weekly in any pay week during which payroll earnings are made. An employee on Weekly Indemnity, Workers' Compensation, Long Term Disability or on the Call Crew will not be required to pay any premiums provided he has no payroll earnings in the pay week.

The company agrees to pay the employee portion of the monthly Blue Cross premium, determined at the 1st of the month following ratification, and to pay this amount on behalf of the employee for a period ending December 31, 2010. Upon conclusion of this period, the employee portion will be paid again by the employee.

Any annual increase in fixed credits for members of the Flexible Benefits Plan will also apply to the Company's contribution to the cost of the traditional plan (Plan B), using a base of \$2138 (family) and \$769 (single).

Effective January 1, 2009

2) Employees participating in the Flexible Benefits Plan will be provided with Flex Credits on January 1st of each year in the amount of \$2138 (family) and \$769 (single).

Effective January 1, 2008.

Members of the Flex Plan who are members of the GRSP will receive a Variable Credit of $\frac{1}{2}$ % of Regular Earnings each year.
Effective January 1, 2009

On January 1st of each year the Company will increase fixed credits by 100% of the increase in the cost of Modules **AAA**.
Effective January 1, 2009

(C) Long Term Disability Plan

The Company will establish a fully-paid Long Term Disability Plan with benefits of fifty-five percent (55%) of monthly earnings. (Benefits may be offset by an primary benefits provided by the Canada Pension Plan, WCB or any other government benefits.) Monthly earnings are calculated as straight time hourly rate applicable immediately prior to going on claim times 2080 for Day Workers or 2184 for Shift Workers and for Office Workers, 1885 hours up to a maximum of \$2500 per month (\$2700 per month, effective 1st month following ratification). Maximum aggregate benefit payable is eighty-five percent (85%) of monthly earnings above. Benefits shall be paid to termination of disability, death or the earliest date at which the employee qualifies for an unreduced pension under the Special Early Retirement provisions of the Pension Plan. In the event that the Pension Benefit (including bridging) is less than the basic LTD benefit (benefit rate established at the onset of disability) the claimant would remain

on LTD until the earliest date that the unreduced pension is greater than the basic LTD benefit but in no case later than age sixty-five (65).

Employees receiving LTD benefits will not have these benefits reduced by any increase in supplementary (secondary) benefits after the date on which such employee commences to receive LTD benefits.

Disability means that during the first twenty-four (24) months of any Long Term Disability, the employee is unable, solely because of disease or injury, to work at his own job and thereafter, during the continuance of such disability, that the employee is unable, because of disease or injury, to work at any job within the bargaining unit. In the event that benefits under the plan are terminated because it is determined that the employee has the ability to perform an occupation in the mill, it is agreed that seniority provisions, under Article 12 of the Agreement, shall be waived to permit the employee to displace the most junior employee on a job he is deemed able to perform. The employee so displaced shall exercise his rights under Article 12.

An employee on LTD claim shall continue to be covered by the full amount of Life Insurance to which he is entitled no cost to the employee but subject to the same termination as regular employees.

Employees who went on LTD prior to May 1, 1998 and who have had LTD payments based on a rate which was established prior to May

1, 1998, will have such payments based on the rate the employee would have received had they been working on May 1, 1998.

Such plan shall become effective for disabilities occurring after January 1st, 1974.

(D) Dental Plan

See Section B above.

(E) Workers' Compensation Board

Should there be a delay greater than one (1) full pay period in the payment of Workers' Compensation Board Benefits, the affected employee may request that the Company pay an amount equal to the Workers' Compensation Board Benefit to which he is entitled. On approval of the employee's claim and the commencement of benefits, the employee shall reimburse the Company for all monies paid to him for this purpose by signing the WCB cheque over to the Company. Failing the receipt of a WCB cheque, the amount owed the Company will be taken by payroll deduction from the first cheque received by the employee after his return to work or by some mutually suitable instalment plan arranged by the employee and the Company.

The Company agrees to pay the difference between what is payable under Compensation benefits and seventy percent (70%) of the employee's normal weekly earnings.

An employee who is eligible to receive a top-up payment in accordance with the above, shall receive a combined (WCB & Top-Up)

net pay that is neither more nor less than the net amount payable under the Weekly Indemnity Plan when WCB is not payable. In no event shall any payment exceed the limits as laid out in the Workers' Compensation Act.

Payments to the employee shall be made on a weekly basis.

(F) EI Premium

The Company agrees to apply the EI premium reduction towards the employees cost of providing the Life, WI, LTD and Blue Cross benefits.

ARTICLE 23 – GROUP RETIREMENT SAVINGS PROGRAM

23.03 All new employees hired after May 1, 1998 will be required to participate in the GRSP.

23.07 The required rate of member and employer contributions to the member's GRSP shall be 5% each of regular earnings.
Effective May 1, 2006
Effective January 1, 2013, change to 5.5%.

A Day or Tour Worker whose regular hours are less than those for the normal work week in question because of a change in his shift schedule, will have earnings for all hours worked up to forty (Day Worker) or the normal weekly hours (Tour Worker) used as the basis for calculating Company and employee GRSP contributions.
Effective, 1st of the month following

ratification.

- 23.08** In addition to the required minimum rates of member contributions set above, a member may elect to contribute an additional percentage of earnings in respect of each pay period, but not in excess of his available RSP contributions room.
- 23.09** For members in receipt of WI or LTD benefits, the company's contributions shall be 5% of the benefit paid (5.5%, effective January 1,2013).
- 23.10** Upon termination or death the member of the GRSP will be entitled to 100% of the value of their account (including employer contributions plus interest), in addition to life insurance in the case of death.
- 23.11** Any charges for the administration of the GRSP will be paid by the employer. It is understood that investment fees will be charged to the assets of the Plan.
- 23.12** Life and Health Coverage
A member of the GRSP who retires on or after age 55, whose age and service when combined are equal to or greater than 85, will be eligible to receive a \$10,000 paid-up life insurance policy. Alternatively, the retiree may direct that the company pay, on his/her behalf, the premiums attached to the Health coverage offered by the Company and selected by the retiree and to allocate monies to an HSA, until such time as the \$10,000 has been paid-out or the retiree reaches age 65, whichever occurs sooner.”

ARTICLE 24 – DISCIPLINE

- 24.01** The Company may discharge or otherwise discipline an employee for any cause it may deem sufficient, provided however, that the discharge of any employee may be made the subject of a grievance.
- 24.02** Without limiting the generality of Section 24.01, an employee may be discharged or otherwise disciplined, who:
- (A) Violates any of the mill rules or any of the other provisions of this agreement
 - (B) Is guilty of dishonesty with the Company
 - (C) Is habitually careless or neglectful
 - (D) Is absent without leave
 - (E) Refuses to follow instructions
 - (F) Is guilty of any act which is considered to be to the detriment of the good operations of the Company or which might affect the welfare and safety of any other employee.
- 24.03** In the event that disciplinary action, in terms of suspension, has been taken against an employee, such employee's records will be cleared after a lapse of one year and in terms of warnings, such employee's records will be cleared after a lapse of six months, provided during such periods, no further disciplinary action has been taken against him.
- 24.04** An employee must be accompanied by a Union representative when called before any Management official for disciplinary action or when called to a meeting, attended by security

personnel, which could lead to disciplinary action, which is recorded in his personnel file. An employee called back to the Mill past the regular hours to attend a disciplinary meeting, will be paid time and one half for actual time spent at such a meeting or a call-in whichever is greater, unless disciplinary action, resulting in notation being made in his personnel file is taken, in which case he will not be paid for his time so spent. If any Union representative is called in by the Company, he will receive a call-in.

ARTICLE 25 - NOTICES

- 25.01** Any notice to be given hereunder shall be valid and effective if delivered to the Mill Manager or Human Resources Manager of the Company or the President or Recording Secretary of the Union or if mailed by registered mail addressed to the Company at Saint John West, NB, or to the President or Recording Secretary of the Union, at the address of CEP Local 30:

Communication, Energy and Paperworkers
Union of Canada - Local 30
15-1216 Sand Cove Road
Saint John , New Brunswick
E2M5V8

ARTICLE 26 - CONTRACTS

- 26.01** Upon contracting out of any nature, the Company will confer with the Union and give written notice as far in advance as practicable, prior to such contracts.

ARTICLE 27 - AUTOMATION AND TECHNOLOGICAL CHANGES

27.01 Technological changes and automation may have an impact on employees and conditions of employment. It is essential that these changes be utilized to the best advantage of both the Company and the employees.

- (A) If a regular employee(s) is to be laid off from the Mill for reasons of automation or technological change, a joint committee shall be established consisting of two (2) persons from management and two (2) persons from the Union. It shall be the function of the committee to study the effects on the employee and on working conditions in the Mill and to make recommendations, to the General Manager to ensure that the interests of the Company and of the employees are fairly and effectively protected.

Technological change is the introduction of labour saving machines or devices or new production techniques resulting in manpower reduction or job elimination.

- (B) The Company agrees to advise the committee as soon as possible, and in no case less than three (3) months before the introduction thereof, of technological changes and/or automation which the Company has decided to introduce and will result in lay-offs.
- (C) As much notice as possible but a minimum of three weeks, will be given to employees selected for permanent layoff for reasons other than technological change/automation.

27.02 Automation

If an employee with two (2) years or more of continuous employment is set back to a lower paid job because of technological change or automation, his rate shall be maintained for a period of six (6) months from the date of set back. For a further period of six (6) months, an adjusted rate will be established mid-way between his rate previous to set back and the rate of his new job. At the end of twelve (12) months, the rate of his regular new job will apply.

ARTICLE 28 - MILL RULES

28.01 The Company shall publish a list of the Mill Rules and issue a list of these Mill Rules, in writing, to the Union with up-to-date changes. The Company Mill Rules do not form part of the Collective Agreement.

ARTICLE 29 - DURATION

29.01 This Agreement shall be in effect from the 1st day of May 2006 until the 30th day of April 2016 and it shall be automatically renewed thereafter for successive subsequent periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving a notice to the other party not less than thirty (30) days before the date of termination of the above mentioned Agreement.

29.02 There shall be no retroactivity to any of the benefits provided by this Agreement except as follows:

- (A) Pension Benefits
- (B) Retiree Death Benefits

29.03 The present Agreement shall remain in force during the negotiations for its renewal until an Agreement has been reached in respect to such renewal and until the new Agreement has been signed by the parties.

ARTICLE 30 -SAFE WORKING METHODS AND PRACTICES

- 30.01 (A)** Management recognizes its responsibility to provide a safe working environment for its employees. It is, therefore, the firm and continuing policy of this Company to establish safe working methods and practices and to comply with all the requirements of the New Brunswick Occupational Health and Safety Commission.
- (B)** The Union is to be given a copy of all Compensation, Insurance and Accident reports. When it is known that the Provincial Safety Inspector will be making an inspection of the premises, a Union member of the Mill Safety Committee shall accompany him.
- (C)** All employees will be given a hearing test at least every five years. Those employees working continuously in areas where the average noise level is in excess of 85 decibels will be offered the opportunity to have their hearing tested annually. Each employee will be informed of their test results.
- (D)** Decibel readings are to be posted in different areas of the Mill. This will be handled by the Central Safety Committee.

APPENDIX "A"

FLEXIBILITY

A Tradesman working alone or on a Team performs any trades work for which he has ability, regardless of his trade. Painters, Oilers and the Fire Chief will be included in the Trades Group for the purpose of work assignment.

The Unions agree they will not initiate any jurisdictional disputes arising out of the direct results of the above paragraph. This clause does not alter the existing certification orders for the Mill Bargaining Units.

The Company will provide the necessary training so that proposed changes are implemented progressively and safely.

Any other agreements and/or practices that relate to Flexibility must be modified so as not to conflict with its successful implementation. This shall not prevent the Company and the Union from entering into agreements subsequent to April 30, 1993.

TEAM CONCEPT/FULL FLEXIBILITY

- 1) The Company and the Union agree that all employees (Operating and Maintenance) will be expected to perform any work which they are capable of doing, regardless of their job, so as to ensure that operation and maintenance of the Mill is carried out in the most efficient manner, as determined by the Company.
- 2) Under Team Concept, employees are paid the highest rate of the job within their Work Unit when they are trained and capable of performing all jobs within their Work Unit.
- 3) Employees within a Work Unit rotate on a regular and frequent basis on all other jobs within the Work Unit.

- 4) With the implementation of Team Concept, any other agreements and/or practices that relate to Team Concept must be modified so as not to conflict with its successful implementation. This shall not prevent the Company and the Union from entering into agreements subsequent to April 30, 1993.
- 5) The Unions agree they will not initiate any jurisdictional disputes arising out of the direct result of the introduction of the "Team Concept Full Flexibility". This clause does not alter the existing certification orders for the Mill Bargaining Units.

Appendix " A
Classification and Salary Schedule

as at:

	May 1 2006	May 1 2007	Mar 2 2008	May 1 2008	May 1 2009*	May 1 2010*	May 1 2011*	May 1 2012*	May 1 2013*	May 1 2014*	May 1 2015*
Maintenance Tradesmen/Technician											
1st Class	31.1	31.79		32.39							
2nd Class	26.6	27.13		27.73							
3rd Class	25.8	26.40		27.00							
Industrial Control Technician											
1st class	31.1	31.79		32.39							
2nd Class	26.6	27.13		27.73							
3rd class	25.8	26.40		27.00							
3-year Apprenticeship Program											
First Year 1st 6 months	23.9	24.44		25.04							
2nd 6 months	25.1	25.67		26.27							
Second Year 1st 6 months	26.3	26.90		27.50							
2nd 6 months	27.5	28.13		28.73							
Third Year 1st 6 months	28.7	29.36		29.96							
2nd 6 months	29.9	30.59		31.19							

" To be determined

30-A

CLASSIFICATION AND SALARY SCHEDULES

Appendix "A"
Classification and Salary Schedule

Rates as at:

	May 1 2006	May 1 2007	Mar. 2 2008	May 1 2008	May 1 2009*	May 1 2010*	May 1 2011*	May 1 2012*	May 1 2013*	May 1 2014*	May 1 2015*
4-year Apprenticeship Program											
First Year 1st 6 months	23.96	24.44		25.04							
2nd 6 months	24.86	25.36		25.96							
Second Year 1st 6 months	25.76	26.26		26.86							
2nd 6 months	26.66	27.20		27.80							
Third Year 1st 6 months	27.56	28.12		28.72							
2nd 6 months	28.45	29.04		29.64							
Forth Year 1st 6 months	29.36	29.96		30.56							
2nd 6 months	30.26	30.88		31.48							
2-year Mechanical Technician Program											
First Year 1st 6 months	23.96	24.44		25.04							
2nd 6 months	25.76	26.26		26.86							
Second Year 1st 6 months	27.56	28.12		28.72							
2nd 6 months	29.36	29.96		30.56							
2-year Industrial Control Program											
First Year 1st 6 months	23.96	24.44		25.04							
2nd 6 months	25.76	26.26		26.86							
Second Year 1st 6 months	27.56	28.12		28.72							
2nd 6 months	29.36	29.96		30.56							
Savage Man											
1st Class	30.00	30.60		31.20							
2nd Class	26.32	26.65		27.45							
3rd Class	25.71	26.22		26.62							
Firechief	31.11	31.73		32.33							

* To be determined

Appendix 'A'
Classification and Salary Schedule

	Rates as at										
	May 1 2006	May 1 2007	Mar. 2 2008	May 1 2008	May 1 2009*	May 1 2010*	May 1 2011*	May 1 2012*	May 1 2013*	May 1 2014*	May 1 2015*
Supply & Services											
Warehouse #3	25.85	26.32		26.97							
Chemical Unloader	25.75	26.27		26.87							
Warehouse #2	25.18	25.68		26.28							
Heavy Equipment Operator	25.11	25.61		26.21							
Warehouse #1 Inv. Control	25.05	25.55		26.15							
Truck Driver	24.79	25.28		25.88							
Tow Motor Operator	24.62	25.11		25.71							
Warehouse #1 Tow Motor	24.53	25.02		25.62							
Warehouse #1	24.30	24.79		25.39							
Yard Laborer	23.96	24.44		25.04							
Supply & Service Relief	23.96	24.44		25.04							
Woodhanding											
Woodyard Operator	26.56	27.09		27.69							
Woodyard Relief	24.68	25.17	25.74	26.34							
Fiberline											
Bleachery Tech I	29.82	30.42	30.76	31.36							
Bleachery Tech II	27.29	27.84		28.44							
Brownstock Tech I	29.82	30.42	30.76	31.36							
Brownstock Tech II	27.29	27.84		28.44							
Digester Tech I	29.82	30.42	30.76	31.36							
Digester Tech II	27.29	27.84		28.44							
Relief	25.24	25.74		26.34							
Causticizing											
Tech I	28.45	29.02		29.62							

* To be determined

Appendix "A"
Classification and Salary Schedule

	May 1 2006	May 1 2007	Mar. 200	May 1 2008	May 1 2009	May 1 2010*	May 1 2011	May 1 2012*	May 1 2013*	May 1 2014*	May 1 2015*
Finishing											
Tech I	30.16	30.76		31.36							
Tech II	29.20	29.78		30.38							
Tech III	28.94	29.52		30.12							
Assistant Tech I	26.24	26.76		27.36							
Assistant Tech II	25.24	25.74		26.34							
Relief	25.24	25.74		26.34							
Shipping Shed											
Assistant Tech Shipping	25.92	26.44		27.04							
Office											
Production Clerk Typist	24.86	25.36		25.96							
Administrative Technician	24.86	25.36		25.96							
Supply & Service Clerk	24.86	25.36		25.96							
Engineering											
Document Specialist	27.97	28.53		29.13							
Maintenance Coordinator	26.88	27.42		28.02							
Training											
Training Resource Coordinator	33.55	34.22	34	35.28							
Technical											
Technician	28.67	29.24		29.84							
Assistant Technician	28.21	28.77		29.37							
Shift Technician	27.39	27.94		28.54							
Call Crew	23.96	24.44		25.04							
Student	14.38	14.66		15.02							

TERM

May 1, 2006 to **April 30, 2016**

General Wage Increases

May 1, 2006	\$0.60/hr
May 1, 2007	2%
May 1, 2008	\$0.60/hr
May 1, 2009	“Me Too”*
May 1, 2010	“Me Too”*
May 1, 2011	“Me Too”*
May 1, 2012	“Me Too”*
May 1, 2013	“Me Too”*
May 1, 2014	“Me Too”*
May 1, 2015	“Me Too”*

*based on industry pattern as established by Abitibi-Bowater or confirmed by Abitibi-Bowater

Adjustments

Tech I, Fibreline-\$0.34/hr. Effective, 1st pay period following ratification.

Woodyard Relief-\$0.56/hr. Effective, 1st pay period following ratification

GENERAL

Tuition Aid

The Company agrees to reimburse an employee 100% of the tuition costs of International Correspondence Schools Industrial Education Branch, and CGA Programs providing approval of the employee's Department Head and Manager of Industrial Relations is secured prior to enrollment.

The Company will not provide any financial aid toward the purchase of any items that will become the property of the employee.

The Company will pay an employee for the time spent during normal working hours writing exams which are required by the Company for him to perform the duties of his job in the mill.

Apprenticeship

Starting rate will be base rate (Labour rate) and 1st class tradesman rate on completion of Apprenticeship. Increases during the program will take place every six months as per the schedule.

If he has successfully completed division one, an apprentice shall start at a rate representing the first six months of the second year level.

An apprentice shall start receiving First Class Rate upon successful completion of the Trades Qualification Examinations.

Provided Canada Manpower Department continues to participate, the Company will make up 100% of the regular weekly rate for apprentices on Block Release.

Shift Replacement

The Junior 1st Class Tradesman or Technical Department Technician (Environmental and Process Lab) who is a regular employee will be used for Shift replacement, except when a Senior 1st Class Tradesman or Technical Department Technician requests the job. If a Senior 1st Class Tradesman or Technical Department Technician requests to bump on shift, then the Senior Tradesman or Technical Department Technician will have to stay on the requested position one full year unless another 1st Class Tradesman or Technical Department Technician wishes to replace him.

In the Technical Department, a Technician who bumps off shift must stay on the requested position one full year unless another Technical Department Technician wishes to replace him.

Medical

Time spent at Medical appointments or emergency treatment during working hours will not be paid by the Company unless the appointment has been arranged by the Medical Staff due to on-the-job injury.

Appliances

The areas for which the Company has agreed to provide fridges and microwave ovens are shown below:

	FRIDGE	OVEN
Main Lunch Room	1	2
Main Office	1	1
Paper Room	3	3
Bleachery Production	1	1
Maintenance Bleachery	1	1

Digesters	1	1
Boiler House Maint.	2	2
Screen Room	1	1
Woodroom	1	1
Causticizing	1	1
Instrumentation Shop	1	1
Shipping Shed	1	1
Wharf	1	1
Woodrooin Maintenance	1	1
Shift Millwright	1	1
Field Crew	1	1
Chem. Unloaders	1	1
Main Lab	1	1
Reclaim	1	1
Stores	1	1

Training

The Company agrees that all employees shall be properly trained in their position. However, it is impractical to establish specific minimum training periods for each job since these will vary among different individuals.

Drinking Water

The Company agrees that drinking water lines will not be used for other than domestic purposes.

The potable water will be tested for its potability by an outside source semi-annually and the results will be sent to the CEP, Local 30 Secretary.

Operating Positions

The following jobs in Production (Pulp Mill) will be filled during normal operations when the equipment for which that operator is responsible is operating:

FIBRE LINE

Digester

2- Technicians

Bleachery/Brown Stock

3-- Technicians

FINISHING GROUP

3 - Technicians

2 - Assistant Technicians

2 - Assistant Technician Shipping

CAUSTICIZING GROUP

1 - Technician

This statement of intent applies to the above jobs as they are presently constituted and is not to be construed as a guarantee against future changes or eliminations on these or other classifications. (Reference Article 27).

Clean-up

Under normal operating conditions CEP Local 30 will be responsible for clean-up work that Steam Plant personnel do not normally perform as part of their regular day-to-day duties.

Safety Eyewear

The Company will provide a pair of safety frames and prescription lenses to those employees requiring them and thereafter, once each year to replace the lenses only, if pitted or scratched. Employees should contact the Personnel Department in this regard.

VDT's

The Company will make every reasonable effort to ensure that work station designs are appropriate for VDT use and that any specific concerns the Union has will be addressed by the Company. For those employees working with VDT's, a preliminary eye test will be given by the Mill Medical Department, upon request, and if the Medical Department recommends a need for further testing, an appointment will be made with a Specialist.

Woodroom Scheduling - 3 Shift Operation

Employees in the Woodhandling area will be allowed to retain "4 shift" jobs in order of department seniority.

Essential Services

In the event that an employee is required to perform essential services in a Department, the Company will, before scheduling, seek a volunteer. From those volunteering, the Company will give preference to the classified regular employee whose regular job and shift it would have been.

In the event an employee(s) is required for Fire Watch, the volunteer manning will be done by the Fire Chief in the first instance, Relief Fire Chief in the second instance and then by Mill Seniority from those employees qualified to perform the job.

The Company will endeavour to give as much notice as possible.

Safety and Crew Meetings

Where on shift Safety and Crew meetings are held for Tour Workers, they will be scheduled on one of the following bases, as decided by each crew:

- Up to two hours in advance of their first night shift.

OR

- Up to two hours after their first day shift.

Employees so scheduled will receive time and one half for time spent at the meeting, but will waive any right to sleep time.

IN WITNESS WHEREOF, The Parties Hereto Have Caused This Agreement To Be Executed By Their Duly Authorized Officers This the 25th Day of February 2008, in The City Of Saint John, In The Province of New Brunswick.

IRVING PULP & PAPER, LIMITED

Jim Brewster
General Manager

Peter Milne
Human Resources Manager

Leo Morehouse
Industrial Relations Superintendent

Paul Fisher
Maintenance Manager

Garry Sudul
J. D. Irving Limited

CEP LOCAL 30
Eric Thorne,
President, Local 30

Mike MacMullin
Member, Bargaining Coininittee

Bill Campbell
Member, Bargaining Committee

Peter Campbell
Member, Bargaining Coininittee

Steve Agnew
Member, Bargaining Coininittee

Jim Banks
Member, Bargaining Coininittee

Rino Ouellet
CEP, National Representative

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