CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
Sitting as the «Court» as defined in and under the Companies Creditors Arrangement Act, Canada

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In the matter of the plan of compromise or arrangement of:

ABITIBIBOWATER INC.
-and-
ABITIBI-CONSOLIDATED INC.
-and-
BOWATER CANADIAN HOLDINGS INC.
-and-
The other «**PETITIONERS**» listed on schedules «A», «B» and «C»

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161
-and-
GEORGE RANDELL
-and-
WILSON PIKE
-and-
EVERETT LAMBERT
-and-
LEO ATWOOD
-and-
RAYMOND TAYLOR
-and-
WILLIS BLAKE
-and-
WILLIAM BUTT
-and-
GERALD PEARCE
-and-
LEONARD HIGGINS

-and-
LLOYD PINSENT
-and-
HARRIS ROWSELL
-and-
SANDY LOVELESS

Petitioners

-and-

ERNST & YOUNG INC. in its capacity as Monitor

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS

TO THE HONOURABLE CLÉMENT GASCON J.S.C. OR TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:

1. The **Petitioners** Communications, Energy and Paperworkers Union of Canada (CPE) and its local 60-N and 161 represent workers employed by the **Respondents** for their commercial activities in Canada;

2. The **Petitioners** George Randell, Wilson Pike, Everett Lambert, Leo Atwood, Robert Taylor, Willis Blake, William Butt, Gerald Pearce, Leonard Higgins, Lloyd Pinsent, Harris Rowsell and Sandy Loveless are employees of the Respondent Abitibi-Consolidated in Newfoundland (hereafter «**Other Petitioners**»);

3. An Early Retirement Incentive Program **(E.R.I.P.)** was established by Abitibi-Consolidated Inc. and the **Petitioners** local 60-N **(exhibit P-1)** and local 161 **(exhibit P-2);**

4. The purpose of the **E.R.I.P.** is to help diminish the impact during the reorganisation of the workforce through the advancement of mechanization of harvesting on the employer's operations, as well as the automation and technological changes that will continue to impact the employees;

5. Employees represented by **Petitioner** local 161 who reach age 58 and over and that meet the criteria of eligibility, receive 1 600$ per month until age 60 and 1 400$ per month until age 65;

6. Employees represented by **Petitioner** local 60-N who reach age 58 and over and that meet the criteria of eligibility, receive 1 400$ per month until age 60 and 1 200$ per month until age 65, or until the death of the retiree, whichever occurs first;

7. Employees participating in the **E.R.I.P.** represented by **Petitioner** local 161 are covered by benefits (life insurance and prescription drugs). These benefits are paid 100% by the employer;

8. Employees participating in the **E.R.I.P.** represented by **Petitioner** local 60-N are also covered by benefits (life insurance and prescription drugs). These benefits are paid 65% by the employer and 35% by the employee;

9. Prior to entering the **E.R.I.P.**, employees were required to cash in all their accumulated vacations. Employees on long term disability were eligible for participation in the **E.R.I.P.** once they exhausted their Long Term Disability benefits;

10. Also prior to entering the **E.R.I.P**, employees represented by **Petitioner** local 60-N were required to exhaust all Employment Insurance Benefits. Due to this requirement, the terms and conditions of the **E.R.I.P.** had to be and were approved by Human Resources Development Canada;

11. A total of 122 employees remain under the **E.R.I.P.**, which 119 are members of **Petitioner** local 60-N and 3 are members of **Petitioner** local 161;

12. Out of the 122 employees participating in the **E.R.I.P.**:

- 1 is 79 months away from retirement
- 2 are 78 months away from retirement
- 1 is 77 months away from retirement
- 1 is 76 months away from retirement
- 1 is 74 months away from retirement
- 1 is 72 months away from retirement
- 2 are 71 months away from retirement
- 1 is 70 months away from retirement
- 1 is 68 months away from retirement
- 1 is 67 months away from retirement
- 1 is 62 months away from retirement
- 17 are 60 months away from retirement
- 2 are 56 months away from retirement
- 2 are 55 months away from retirement
- 1 is 54 months away from retirement
- 1 is 53 months away from retirement
- 2 are 49 months away from retirement
- 4 are 48 months away from retirement

- 1 is 47 months away from retirement
- 2 are 46 months away from retirement
- 3 are 44 months away from retirement
- 2 are 43 months away from retirement
- 4 are 42 months away from retirement
- 2 are 41 months away from retirement
- 3 are 40 months away from retirement
- 2 are 37 months away from retirement
- 3 are 36 months away from retirement
- 2 are 35 months away from retirement
- 5 are 34 months away from retirement
- 3 are 32 months away from retirement
- 3 are 31 months away from retirement
- 4 are 30 months away from retirement
- 1 is 29 months away from retirement
- 2 are 27 months away from retirement
- 1 is 26 months away from retirement
- 1 is 25 months away from retirement
- 2 are 24months away from retirement
- 4 are 23 months away from retirement
- 2 are 22 months away from retirement
- 1 is 19 months away from retirement
- 1 is 17months away from retirement
- 6 are 16 months away from retirement
- 2 are 15 months away from retirement
- 1 is 14 months away from retirement
- 1 is 11 months away from retirement
- 1 is 10 months away from retirement
- 1 is 9 months away from retirement
- 1 is 7 months away from retirement
- 2 are 6 months away from retirement
- 3 are 5 months away from retirement
- 2 are 4 months away from retirement
- 3 are 2 months away from retirement
- 3 are 1 month away from retirement

13. On April 17, 2009, the **Respondents** filed a petition for an «Initial Order» pursuant to sections 4, 5 and 11 of the *Companies Creditors Arrangement Act*, as appears from the record of the Court;

14. On April 17, 2009, this Court issued an «Initial Order» under Sections 4, 5 and 11 of the *C.C.A.A.* and Sections 191 and ff. of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, pursuant to the application made by the **Respondents**;

15. The «Initial Order» issued by this Court was amended by an «Amended Initial Order» issued on April 22, 2009 and a «Second Amended Initial Order» was issued on May 6, 2009, in respect of all the **Respondents**, all as appears of record herein;

16. By the «Initial Order», this Court ordered a Stay of Proceedings against the **Respondents**, the Partnerships, the Property, the Directors or others until and including May 14, 2009, or such later date as the Court may order;

17. On May 12, 2009, the **Respondents** filed a Motion for an Order Extending the Say Period until September 4, 2009, the whole subject to all the other terms of the «Initial Order», as amended, as appears from the record of the Court;

18. The purpose of the issuance of an «Initial Order» is to allow the **Respondents** to produce a plan of reorganization which will benefit the **Respondents**, its creditors, and, potentially the communities in which the **Respondents** operate;

19. The **Petitioners** respectfully submit that maintaining the status quo does not serve the purpose of the *C.C.A.A.* in this case;

20. Therefore the **Petitioners** seek the Courts broad discretion to lift the Stay of Proceedings, order the **Respondents** to fulfill their obligations under the **E.R.I.P.** and permit the **Petitioners** to file grievances in the case of a violation of the terms and conditions of the **E.R.I.P.** by **Respondents**;

21. The issuance of such an order will not impair the ability of the **Respondents** either to continue in business or to bring a Plan forward and the **Petitioners** will not obtain an advantage to the detriment of others;

22. The particular facts of this case make it just and reasonable for this Court to grant such a motion in accordance with its inherent power and broad discretion;

20. Although no statutory test exist under the *C.C.A.A.* to guide this Court in deciding whether it is just and reasonable to lift a Stay of Proceedings, the **Petitioners** argue that the following reasons favour such a grant;

21. The **Other Petitioners** show necessity for the payment. In fact, the **Other Petitioners** suffer hardship and will be severely prejudiced. Other than the revenue provided to them by the **E.R.I.P.**, the **Other Petitioners** and the other employees participating in the **E.R.I.P.** do not receive sufficient income to cover their basic essentials;

22. The **Other Petitioners** and the other employees participating in the **E.R.I.P.** under the age of 60 do not have access to the Canada Pension Plan. As for the **Other Petitioners** and the other employees participating in the **E.R.I.P.** between the ages of 60 and 65 may apply for a reduced pension from the Canada Pension Plan;

23. The **Other Petitioners** and 93 other employees participating in the **E.R.I.P.** are more than one year away from receiving old age security from federal government. More than 50% of them are 3 years away from a full pension. Even with this revenue, expenses for the **Other Petitioners** and the other employees participating in the **E.R.I.P.** largely exceed their income;

24. Henceforth, the **Other Petitioners** and the other employees participating in the **E.R.I.P.** have to assume the full cost of their prescription drugs. In some cases the cost is up to 700$ a month. They do not have the means to subscribe to an individual prescription drug insurance considering their age and more so that a collective insurance is no longer available to them;

25. Furthermore, the **Other Petitioners** and the other employees participating in the **E.R.I.P.** are homeowners with monthly mortgage payments reaching up to 500$ in addition to the home insurance primiums and maintenance expenses;

26. As for transportation, there is no public system in the communities in which the **Respondents** operate. Therefore the vehicles owed by the **Other Petitioners** and the other employees participating in the **E.R.I.P.** are a necessity and add to their expenses the cost of maintenance, registration, insurance and fuel;

27. By denying the income provided in the **E.R.I.P.** to the **Other Petitioners** and the other employees participating in the **E.R.I.P.**, will reduce their total income to less than 1000$ a month when their essential expenses, including clothing and food, largely exceed 1500$ a month;

28. Considering the age of the **Other Petitioners** and of the other employees participating in the **E.R.I.P.** and the economic situation in the region, it will be nearly impossible for them to find another employment or any other source of income;

29. To allow this situation to persist will cause the **Other Petitioners** and the other employees participating in the **E.R.I.P.** irreversible damages as they will foreseeable loose their home and whatever is left of their life savings;

30. Evidently, the maintaining of status quo does not serve all parties, more particularly the **Other Petitioners** and the other employees participating in the **E.R.I.P.**, as intended by the *C.C.A.A.*;

31. The **Petitioners** do not gain an advantage over the other creditors of the **Respondents** as they already have made a sacrifice by accepting to retire under the **E.R.I.P.** instead of maintaining their employment and demanding the integral application of the collective agreement;

32. Rejecting the present motion will have as a consequence to impose on the **Other Petitioners** and on the other employees participating in the **E.R.I.P.** a second and greater sacrifice in comparison to the other creditors;

33. The preservation of the status quo creates a rigid freeze while the **Respondents** continue to operate. On the other hand, granting the lift of Stay of Proceedings in these special circumstances will cause no injustice to the **Respondents** or the other creditors;

34. The **Respondents** have the financial or personnel resources to deal with the **E.R.I.P.**;

35. The lift of Stay of Proceedings will still allow the **Respondents** a reasonable period of time to reorganize its affairs and prepare and file a Plan for its continued operation;

WHEREFORE, MAY THIS COURT:

GRANT this motion;

LIFT the stay of proceedings in favour of the **Petitioners**;

ORDER the **Respondents** and the **Monitor** to fulfill the obligations under the **E.R.I.P.**;

PERMIT the **Petitioners** to file grievances in the case of a violation of the terms and conditions of the **E.R.I.P.** by **Respondents**

THE WHOLE WITHOUT COST, save and except in case of contestation.

Montreal, May 13, 2009

Trudel Nadeau Avocats SENCRL

TRUDEL NADEAU AVOCATS
S.E.N.C.R.L.

AFFIDAVIT

I, the undersigned, Gary Healy, residing at 21 Ireland drive, Grand Falls-Windsor, NL, A2A 2S6, solemnly declare the following:

1. I work as the national representative for the Communications, Energy & Paperworkers Union of Canada, thereafter call the CEP, in Grand Falls-Windsor Newfoundland;

Demography

2. **Grand Falls-Windsor** Newfoundland is a community of around 13 000 persons;

3. According to the demographic study for the city of Grand Falls Windsor in 2008, the total population is 13941: the active labour force is 6557, the inactive labour force is 5226 and the unemployed is 739;

4. In the community of Grand Falls-Windsor and the surrounding communities, Abitibi Consolidated Company of Canada employed around 750 persons mostly represented by CEP;

5. **Botwood** Newfoundland has a population of 3212 in 1300 households. Many people commute outside of Botwood for work;

6. **Badger** New Newfoundland has a population of 813 in 345 households. Many people commute outside of Badger for work as there are only 16 employer in this community;

7. **Birchy Bay** Newfoundland has a population of 625 in 266 households. Many people commute outside of Birchy Bay for work. The principal business is logging;

8. **Norris Arm** Newfoundland has a population of 911 in 390 households. Centrally located between Gander and Grand Falls-Windsor, Many people commute outside of Norris Arm for work;

9. **Peterview** Newfoundland has a population of 811 in 266 households. Many people commute outside of Peterview for work;

10. **Seal Cove** Newfoundland has a population of 331 in 173 households. Most people commute outside of Seal Cove for work;

11. **Miles Cove** Newfoundland has a population of 140 in 45 households. Most people commute outside of Miles Cove for work;

12. As the representative of the CEP I have to make the employer respect collective agreements and memorandum of understanding;

<u>Early Retirement Incentive Program</u>

13. A Special Early Retirement Incentive Program (SERIP), thereafter call the Program, was establish by Abitibi Consolidated Company of Canada, thereafter call the Company, and Communications, Energy & Paperworkers Union of Canada, Local 60N (Production Workers) and Local 161(Reorganization & Manning of Paperloading Crews);

14. As the understanding included a period of employment insurance, the terms and conditions of the understanding were approved by Human Resources Development Canada;

15. This Program was only available to workers having at least one thousand days of seniority and at least 58 years of age;

16. This Program required beneficiary employees to exhaust <u>all</u> Employment Insurance Benefits before they receive any money from the program;

17. For Local 60N, beneficiary employees under this Program were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

18. For Local 161, beneficiary employees under this Program were entitled to 1600$ per month between the age 58 and 60 and 1400$ per month for each month between the age of 60 and 65;

19. On the basis of the requirement of the Special Early Retirement Incentive Program each and every beneficiary employees had to cash in all their accumulated vacations;

20. Eligible employees, who elect to retire under the Program, are covered by benefits mentioned in the document "BENEFITS" included with the understanding;

21. Those benefits were to be paid for local 60N at 65% by the Company and 35% by the employee and applied during the plan period as specified in that document;

22. For Local 161, the benefits were paid at 100% by the Company;

23. Some 119 members of local 60N and 3 members of local 161 decided to opt in of the Special Early Retirement Incentive Program;

24. Out of the 122 members in the Program:

- 3 are 1 month away from retirement;
- 3 are 2 months away from retirement;
- 2 are 4 months away from retirement;
- 3 are 5 months away from retirement;
- 2 are 6 months away from retirement;
- 1 is 7 months away from retirement;
- 1 is 9 months away from retirement;
- 1 is 10 months away from retirement;
- 1 is 11 months away from retirement;
- 1 is 14 months away from retirement;
- 2 are 15 months away from retirement;
- 6 are 16 months away from retirement;
- 1 is 17months away from retirement;
- 1 is 19 months away from retirement;
- 2 are 22 months away from retirement;
- 4 are 23 months away from retirement;
- 2 are 24months away from retirement;
- 1 is 25 months away from retirement;
- 1 is 26 months away from retirement;
- 2 are 27 months away from retirement;
- 1 is 29 months away from retirement;
- 4 are 30 months away from retirement;
- 3 are 31 months away from retirement;
- 3 are 32 months away from retirement;
- 5 are 34 months away from retirement;
- 2 are 35 months away from retirement;
- 3 are 36 months away from retirement
- 2 are 37 months away from retirement;
- 3 are 40 months away from retirement;
- 2 are 41 months away from retirement;
- 4 are 42 months away from retirement;
- 2 are 43 months away from retirement;

- 3 are 44 months away from retirement;
- 2 are 46 months away from retirement;
- 1 is 47 months away from retirement;
- 4 are 48 months away from retirement;
- 2 are 49 months away from retirement;
- 1 is 53 months away from retirement;
- 1 is 54 months away from retirement;
- 2 are 55 months away from retirement;
- 2 are 56 months away from retirement;
- 17 are 60 months away from retirement;
- 1 is 62 months away from retirement;
- 1 is 67 months away from retirement;
- 1 is 68 months away from retirement;
- 1 is 70 months away from retirement;
- 2 are 71 months away from retirement;
- 1 is 72 months away from retirement;
- 1 is 74 months away from retirement;
- 1 is 76 months away from retirement;
- 1 is 77 months away from retirement;
- 2 are 78 months away from retirement;
- 1 is 79 months away from retirement;

16. The total monthly payments represent 4615 months of early Retirement entitlement for a total amount of 5 603 360,00 $;

17. The cost of the Program, as defined in the Memorandum of Agreement, was to be paid by Abitibi Consolidated Company of Canada;

18. The Company's decision not to pay this money has an ***immediate and devastating*** effect on the affected employees;

19. Most affected employees have no other source of income and have expired any Employment Insurance benefits;

20. I am aware that, consequently to the Company's decision, the only alternative for these older workers will be social assistance;

21. These employees need this monthly benefit to put real bread and butter on their tables;

22. The lost of these revenues is catastrophic for the older workers as the conditions under which they stop working are completely changed;

23. Consequently to the Company's decision, these employees loose all their benefit of life insurance and medication insurance and must now pay the higher rate to obtain such protection. In fact, they are unable to afford theses insurances;

24. According to Human Resources and Skills Development Canada the rate of unemployment in Newfoundland in 2007 was 13.6% and more so today in Grand Falls-Windsor and surrounding areas, theses employees have obviously no chance to reinsert the labour market.

AND I SIGNED Gary Healey

Gary Healey

Solemnly declare before me

In GFW this 13 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Gary Healy

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AFFIDAVIT

I, the undersigned, George Randell, residing in the Town of Botwood, in the Province of Newfoundland, A0H 1E0, solemnly declare the following:

1. Born May 27, 1948, I am 60 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from June 1974 to December 2008 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP ;

4. As it also concerned the unemployment benefits, the terms and conditions of the ERIP were approved by Human Resources Development Canada ;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age ;

6. The ERIP required beneficiary employees to exhaust **all Unemployment Insurance Benefits** before they receive any money from the ERIP ;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65 ;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries ;

9. In December 2009, after calculating my revenues and expenses, I decided to retire under the Early retirement incentive program negotiated with the Company ;

10. On the basis of the requirement of ERIP, I cashed in all my accumulated vacations ;

11. On the same basis I applied for unemployment insurance benefits in April 2009 ;

12. As I rolled the money I had into a LIFT with the intention of beginning collecting at the age of 65 ;

13. When I decided to leave the Company I never thought that the Company would let me down ;

14. My only other income is CPP in he amount of 500$ monthly ;

15. My medication costs amounts over 100$ per month ;

16. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on myself ;

17. As I said before my only other source of income the monthly CPP my only alternative is to cash money that I rolled over into a LIFT ;

18. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do ;

19. With an unemployment rate of 12% in the region and being 60 years old, my only alternative is to cash in my LIFT before going on social welfare ;

20. I might have to sell my house and my 1999 truck as I will not be able to pay the taxes, insurance or gas.

AND I SIGNED George Randell

George Randell

Solemnly declare before me

In GFW, NL this 12 days of May 2009

Leslie Mitchell

LESLIE MITCHELL

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

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ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit George Randell

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AFFIDAVIT

I, the undersigned, Wilson Pike, residing at 34A Pondview Drive, in the Town of Grand Falls-Windsor, in the Province of Newfoundland A2B 1B4, solemnly declare the following:

1. Born March 16, 1948, I am 61 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from November 1989 to September 2006 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP ;

4. As it also concerned the unemployment benefits, the terms and conditions of the ERIP were approved by Human Resources Development Canada ;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust **all Unemployment Insurance Benefits** before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In September 2006, in order to protect the employment of the younger workers, after calculating my revenues and expenditures, in consultation with my spouse, I decided to accept retiring from the Company ;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations ;

11. On the same basis I had to collect my unemployment insurance benefits ;

12. My spouse, Beverley is 53 old and has no income;

13. In 2002 my spouse was declared legally blind, she is also diabetic ;

14. Her diabetic condition requires her to follow a certain diet ;

15. The family income is base on my revenues ;

16. In April 2009 my total monthly income was 2172$ composed of the following ;
    a. 972$ CPP
    b. 1200 ERIP

17. When I decided to leave the Company I never thought that the Company would let me down ;

18. April 27, 2007, I suffered a massive hearth attack, and today I am considered totally disabled ;

19. The family medication costs amounts over 700$ per month ;

20. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family ;

21. As I said before my only other source of income for me and my spouse is a monthly amount of 972$ that I receive from CPP ;

22. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do ;

23. With an unemployment rate of 12% in the region and being totally disabled, my only alternative is applying for social welfare ;

24. I might have to sell my only possession a 2001 Chevrolet Cavalier as I will not be able to pay insurances or gas ;

AND I SIGNED Wilson Pike
Wilson Pike

Solemnly declare before me
In G-Fw, NL this 12 days of May 2009

Leslie Mitchell
LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

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-vs-

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ERNST & YOUNG INC.

Mise-en-cause

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Affidavit Wilson Pike

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AFFIDAVIT

I, the undersigned, Everett Lambert, residing in the Town of Norris Arm, in the Province of Newfoundland, A0G 3M0, solemnly declare the following:

1. Born January 4th 1947 I am 62 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from august 1981 to October 2004 ;

3. My annual revenue was 38 400.00$

4. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

5. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

6. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

7. The ERIP required beneficiary employees to exhaust <u>all</u> Unemployment Insurance Benefits before they receive any money from the ERIP;

8. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

9. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

10. In October2004 in order to protect the employment of the younger workers, after calculating my revenues and expenditures, I in consultation with my spouse decided to accept retiring from the Company;

11. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

12. On the same basis I had to collect my unemployment insurance benefits;

13. In august 2005 I began receiving my monthly allowance.

14. My spouse, Maureen is 47 old and has no income;

15. The family income is base on my revenues;

16. In April 2009 my total monthly income was 2020$ composed of the following:

    a. CPP 820$
    b. ERIP 1200$

17. When I decided to leave the Company I never thought that the Company would let me down;

18. November 8, 1984 I lost my right leg in a workplace injury;

19. I suffer arthritis in my left leg, after a heart attack I had to undergo open heart surgery.

20. My medication costs around 250$ per month;

21. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family;

22. As I said before my only other source of income for me and my spouse is a monthly amount of 820$ that I receive from CPP;

23. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do;

24. With an unemployment rate of 12% in the region and being 62 years old, my only alternative is applying for social welfare:

25. I might have to sell my house and my 1997 Chevrolet Pick-Up truck as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED Everett Lambert

Everett Lambert

Solemnly declare before me

In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Everett Lambert

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AVOCATS
S.E.N.C.R.L.

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AFFIDAVIT

I, the undersigned, Leo Atwood, residing in the Town of Norris Arm, in the Province of Newfoundland, A0G 3M0, solemnly declare the following:

1. Born May 27th 1950 I am 59 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from January 1971 to July 2008 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employee to exhaust all Unemployment Insurance Benefits before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In July 2008 in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring under the conditions of ERIP ;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. My spouse, Joyce has no income;

13. The family income is base on my revenues;

14. In April 2009 my total monthly income was 2400$ composed of the following:

    a. UI 1740$
    b. Pension 660$

15. When I decided to leave the Company I never thought that the Company would let me down;

16. My medication costs amount to 120$ per month;

17. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1400$ will have a ***devastating*** effect on my family;

18. As I said before the only other source of income for me and my spouse is a monthly pension amount of 660$;

19. With an unemployment rate of 12% in the region and being 59 years old, my only alternative is applying for social welfare:

20. I might have to sell my house and my 1994 Pick-Up truck as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED Leo Atwood
Léo Atwood

Solemnly declare before me
In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Leo Atwood

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AVOCATS
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AFFIDAVIT

I, the undersigned, Robert Taylor, residing in the Town of Peterview, in the Province of Newfoundland, A0H 1Y0, solemnly declare the following:

1. Born February 4th 1950 I am 59 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from May 1973 to September 2007 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust all Unemployment Insurance Benefits before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In September 2007 in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring from the Company;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. In January 2009 I began receiving my monthly allowance.

13. My spouse, Madeline is 54 years old and has no income;

14. The family income is base on my revenues;

15. In April 2009 my total monthly income was 1400$, from the ERIP

16. When I decided to leave the Company I never thought that the Company would let me down;

17. I had the cable disconnected in order to save money;

18. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1400$ has an ***immediate and devastating*** effect on my family;

19. As I said before we have no other source of income as we are too young to receive CPP;

20. My monthly spending is at the minimum and if I have to pay my medications or even the insurance premium because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't what I will do;

21. With an unemployment rate of 12% in the region and being 59 years old, my only alternative is applying for social welfare:

22. I might have to sell my house as I will not be able to pay the taxes, insurance or heat;

AND I SIGNED Robert Taylor

Robert Taylor

Solemnly declare before me

In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Robert Taylor

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AFFIDAVIT

I, the undersigned, Willis Blake, residing in the Town of Peterview, in the Province of Newfoundland A0H 1Y0, solemnly declare the following:

1. Born November 15, 1946, I am 62 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from January 1976 to December 2008 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP ;

4. As it also concerned the unemployment benefits, the terms and conditions of the ERIP were approved by Human Resources Development Canada ;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age ;

6. The ERIP required beneficiary employees to exhaust **all Unemployment Insurance Benefits** before they receive any money from the ERIP ;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65 ;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiary ;

9. In April 2009, in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring from the Company, under the conditions of ERIP ;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations, so I did ;

11. On the same basis I had to collect my unemployment insurance benefits, so I applied ;

12. My first claim for employment insurance was filed April 19, 2009 ;

13. It has been estimated that I will receive 389$ per week ;

14. While on EI, the Company was supposed to pay for the benefit coverage ;

15. My spouse, is 58 old and has no income ;

16. The family income is base on my revenues ;

17. When I decided to leave the Company I never thought that the Company would let me down ;

18. My medication cost amount to 170$ per month ;

19. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ I was to receive until the age of 65 will have a ***devastating*** effect on my family ;

20. As I said before I have no other source of income ;

21. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted stop paying the life and medical insurance negotiated under ERIP, I don't what I will do ;

22. With an unemployment rate of 12% in the region and being over 62 years old, my only alternative is to start collecting a reduce pension which was not planed ;

23. I might have to sell my house and/or my ford pick up truck as I will not be able to pay the taxes, insurance or gas ;

AND I SIGNED Willis Blake

Willis Blake

Solemnly declare before me

In G-Fw, NL this 12 days of May 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Willis Blake

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AFFIDAVIT

I, the undersigned, William Butt, residing in the Town of Badger, in the Province of Newfoundland, A0H 1A0, solemnly declare the following:

1. Born June 14th 1947, I am 62 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from May 1975 to 2005 ;

3. My annual revenue was 44 400.00$;

4. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

5. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

6. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

7. The ERIP required beneficiary employees to exhaust <u>all</u> Unemployment Insurance Benefits before they receive any money from the ERIP;

8. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

9. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

10. In 2005 as I was on Long Term Disability and in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring from the Company;

11. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

12. On the same basis I had to collect my unemployment insurance benefits;

13. In august 2005 I began receiving my monthly allowance ;

14. My spouse, Gladys is 62 years old and has no income ;

15. I am also responsible for my grandchild who is 4 years old ;

16. The family income is base on my revenues ;

17. In April 2009 my total monthly income was 1477$ composed of the following :

    a. CPP 277$
    b. ERIP 1200$

18. When I decided to leave the Company I never thought that the Company would let me down ;

19. My medication expenses amount to 700$ per month ;

20. My mortgage payment are 364$ monthly ;

21. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family ;

22. As I said before my only other source of income for me and my spouse is a monthly amount of 277$ that I receive from CPP ;

23. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do;

24. With an unemployment rate of 12% in the region and being 62 years old, my only alternative is applying for social welfare ;

25. I might have to sell my house and my car as I will not be able to pay the taxes, insurance or gas.

AND I SIGNED William Butt

William Butt

Solemnly declare before me

In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit William Butt

TRUDEL
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AFFIDAVIT

I, the undersigned, Gerald Pearce, residing in the Town of Boyd's Cove, in the Province of Newfoundland, A0H 1E0, solemnly declare the following:

1. Born January 4th 1948, I am 61 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from October 1973 to June 2006 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. As it also concerned the unemployment benefits, the terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust **all Unemployment Insurance Benefits** before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In June 2006, after calculating my revenues and expenses, I decided to retire under the Early retirement incentive program negotiated with the Company;

10. On the basis of the requirement of ERIP, I cashed in all my accumulated vacations;

11. On the same basis I collected my unemployment insurance benefits;

12. I rolled all the money I had into a LIFT with the intention of beginning collecting at the age of 65 ;

13. The family income is base on my revenues ;

14. In March 2007 I began receiving my monthly allowance ;

15. My spouse, Maureen Lambert is 47 years old and has no income ;

16. My daughter is a full time student ;

17. When I decided to leave the Company I never thought that the Company would let me down;

18. My medication costs around 400$ per month ;

19. The mortgage on my house is 444$ per month ;

20. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family;

21. As I said before the only other source of income for me, my spouse and my daughter is a monthly amount of 468$ that I receive from CPP ;

22. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do;

23. With an unemployment rate of 12% in the region and being 61 years old, my only alternative is applying for social welfare:

24. I might have to sell my house and my car as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED Gerald Pearce

Gerald Pearce

Solemnly declare before me

In GFW, NL this 12 days of May 2009

Leslie Mitchell

LESLIE MITCHELL

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Gerald Pearce

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AFFIDAVIT

I, the undersigned, Leonard Higgins, residing at 21 Higgins Ave in the Town of Norris Arm, in the Province of Newfoundland, A0G 3M0, solemnly declare the following:

1. Born October 6th 1944, I am 64 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from June 1965 to January 2003 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust <u>all</u> Unemployment Insurance Benefits before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In January 2003 in order to protect the employment of the younger workers, after calculating my revenues and expense, in consultation with my spouse I decided to accept retiring from the Company;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. In February 2004 I began receiving my monthly allowance.

13. My spouse, Heather is 59 old and has no income;

14. The family income is base on my revenues;

15. In April 2009 my total monthly income was 1728$ composed of the following:

    a. CPP 528$
    b. ERIP 1200$

16. When I decided to leave the Company I never thought that the Company would let me down;

17. My medication costs amount to 250$ per month ;

18. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family;

19. As I said before the only other source of income for me and my spouse is a monthly amount of 528$ that I receive from CPP;

20. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't what I will do;

21. With an unemployment rate of 12% in the region and being 64 years old, my only alternative is applying for social welfare ;

22. I might have to sell my house and my 2001 Pick-Up truck as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED Leonard Higgins

Leonard Higgins

Solemnly declare before me

In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Leonard Higgins

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AFFIDAVIT

I, the undersigned, Lloyd Pinsent, residing in the Town of Miles Cove, in the Province of Newfoundland, A0J 1L0, solemnly declare the following:

1. Born December 20th 1945 I am 63 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from October 1973 to February 2004 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust all Unemployment Insurance Benefits before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiaries;

9. In February 2004 as I was on long term disability and in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring from the Company;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. In February 2004 I began receiving my monthly allowance.

13. My spouse, Leona is 47 old and has 50$ monthly income from CPP ;

14. The family income is base mainly on my revenues;

15. In April 2009 my total monthly income was 1592$ composed of the following:

    a. CPP 392$
    b. ERIP 1200$

16. When I decided to leave the Company I never thought that the Company would let me down;

17. Last year, my spouse was diagnosed with breast cancer, she is a diabetic, suffers from high blood pressure and thyroid problems ;

18. My medication costs are around 500$ per month;

19. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1200$ has an ***immediate and devastating*** effect on my family;

20. As I said before our other source of income for me and my spouse are a monthly combine amount of 442$ that we receive from CPP;

21. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't what I will do;

22. With an unemployment rate of 12% in the region and being 63 years old, my only alternative is applying for social welfare:

23. I might have to sell my house and my car (1999 Hyundai) as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED Lloyd Pinsent

Lloyd Pinsent

Solemnly declare before me

In GFW, NL this 12 days of April 2009

Leslie Mitchell

LESLIE MITCHELL
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2010.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
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ABITIBIBOWATER INC. AND ALL
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-and-

ERNST & YOUNG INC.
Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Lloyd Pinsent

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Téléphone :
(514) 849-5754
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(514) 499-0312

www.trudelnadeau.com

AFFIDAVIT

I, the undersigned, Harris Rowsell, residing in the Town of Botwood, in the Province of Newfoundland, A0H 1E0, solemnly declare the following :

1. Born November 27th 1950, I am 58 years old ;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from Septembre 1980 to October 2007 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. The terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust <u>all</u> Unemployment Insurance Benefits before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiary ;

9. In October 2007 in order to protect the employment of the younger workers, after calculating my revenues and expenses, I, in consultation with my spouse accepted retiring under the provisions of ERIP ;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. In December 2008 I began receiving my monthly allowance of 1400$.

13. My spouse is 61 old and has no income;

14. The family income is base on my revenues;

15. In April 2009 my total monthly income was 1900$ composed of the following:

    a. Pension 500$
    b. ERIP 1400$

16. When I decided to leave the Company I never thought that the Company would let me down;

17. Lately my daughter informed me that she needed to come back home with her husband and two children as her husband lost his job ;

18. As I am too young to collect CPP, I collect a 500$ pension from the money I rolled over into a LIFT ;

19. My medication costs amount to 85$ per month;

20. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1400$ has an ***immediate and devastating*** effect on my family;

21. As I said before my only other source of income for me and my spouse is a monthly amount of 500$;

22. My monthly spending is at the minimum and if I have to pay my medications because the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't know what I will do;

23. With an unemployment rate of 12% in the region and being 58 years old, my only alternative is applying for social welfare:

24. I might have to sell my house and my 2002 Pick-Up truck as I will not be able to pay the taxes, insurance or gas ;

AND I SIGNED Harris Rowsell

Harris Rowsell

Solemnly declare before me

In Leading Tickles this 12 days of ~~April~~ May 2009

[illegible]

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Harris Rowsell

TRUDEL
NADEAU
AVOCATS
S.E.N.C.R.L.

DOSSIER : 37068

CODE : BT-0151

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AFFIDAVIT

I, the undersigned, Sandy Loveless, residing in the Town of Seal Cove, in the Province of Newfoundland, A0H 2G0, solemnly declare the following:

1. Born October 3rd, 1949, I am 59 years old;

2. I worked for Abitibi-Consolidated Company of Canada Newfoundland Woodlands from June 1976 to December 2007 ;

3. April 23, 1999, Abitibi-Consolidated Company of Canada Newfoundland Woodlands, thereafter call the Company, and Communications, Energy and Paperworkers Union of Canada, Local 60N thereafter call the CEP negotiated an Early Retirement Incentive Plan thereafter call ERIP;

4. As it also concerned the unemployment benefits, the terms and conditions of the ERIP were approved by Human Resources Development Canada;

5. The ERIP was available to workers having at least one thousand days of seniority and at least 58 years of age;

6. The ERIP required beneficiary employees to exhaust **all Unemployment Insurance Benefits** before they receive any money from the ERIP;

7. Beneficiary employees under ERIP were entitled to 1400$ per month between the age 58 and 60 and 1200$ per month for each month between the age of 60 and 65;

8. ERIP also provided BENEFITS to be paid 65% by the employer and 35 % by the beneficiary;

9. In December 2007 in order to protect the employment of the younger workers, after calculating my revenues and expenses, in consultation with my spouse, I decided to accept retiring from the Company;

10. On the basis of the requirement of ERIP, I had to cash in all my accumulated vacations;

11. On the same basis I had to collect my unemployment insurance benefits;

12. My spouse, Ida Loveless is 59 years old and has no income;

13. My son, is 40 years old, he is confined to a wheel chair as he was born with cerebral palsy;

14. He has no revenue;

15. The family income is base on my revenues;

16. In April 2009 my total monthly income was 2400$ composed of the following:

    a. 1400$ ERIP
    b. 1000$ Pension

17. When I decided to leave the Company I never thought that the Company would let me down;

18. The family medication costs amounts to 140$ per month;

19. The Court's decision allowing Abitibi-Consolidated Company of Canada to stop paying the monthly amount of 1400$ has an ***immediate and devastating*** effect on my family;

20. As I said before my only other source of income for me and my spouse is a monthly pension revenue in the amount of 1000$;

21. My monthly spending is at the minimum and if the employer is permitted to stop paying the life and medical insurance negotiated under ERIP, I don't what I will do;

22. With an unemployment rate of 12% in the region at age 59, my only alternative is applying for social welfare:

23. I might have to sell my house and my car as I will not be able to pay the taxes, insurance or gas;

AND I SIGNED [signature]
Sandy Loveless

Solemnly declare before me

In Hermitage this 12 days of May 2009

[signature] Diana Short

DIANA SHORT
~~A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2008.~~

DIANA SHORT
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2014.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Affidavit Sandy Loveless

TRUDEL
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AVOCATS
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NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the *Motion to lift Stay of proceedings* will be presented for adjudication before one of the Honourable Judges of the Superior Court, sitting in Commercial Division in and for the District of Montreal, in room **16.12** of the Montreal Court House, 1 Notre-Dame St. East, at a date and an hour to be determinate by this Honourable Court.

DO GOVERN YOURSELVES ACCORDINGLY.

Montreal, May 13, 2009

Trudel Nadeau Avocats SENCRL

TRUDEL NADEAU AVOCATS
S.E.N.C.R.L.

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
Sitting as the «Court» as defined in and under the Companies Creditors Arrangement Act, Canada

---

In the matter of the plan of compromise or arrangement of:

ABITIBIBOWATER INC.
-and-
ABITIBI-CONSOLIDATED INC.
-and-
BOWATER CANADIAN HOLDINGS INC.
-and-
The other «**PETITIONERS**» listed on schedules «A», «B» and «C»

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161
-and-
GEORGE RANDELL
-and-
WILSON PIKE
-and-
EVERETT LAMBERT
-and-
LEO ATWOOD
-and-
RAYMOND TAYLOR
-and-
WILLIS BLAKE
-and-
WILLIAM BUTT
-and-
GERALD PEARCE
-and-
LEONARD HIGGINS

-and-
LLOYD PINSENT
-and-
HARRIS ROWSELL
-and-
SANDY LOVELESS

Petitioners

-and-

ERNST & YOUNG INC. in its capacity as Monitor

Mise-en-cause

PETITIONERS' LIST OF EXHIBITS

Exhibit P-1: Early Retirement Incentive Plan, local 60-N;

Exhibit P-2: Early Retirement Incentive Plan, local 161.

Montreal, May 13, 2009

Trudel Nadeau Avocats SENCRL

TRUDEL NADEAU AVOCATS
S.E.N.C.R.L.

MEMORANDUM OF UNDERSTANDING

between

ABITIBI-CONSOLIDATED INC.
NEWFOUNDLAND WOODLANDS

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 60N

on

EARLY RETIREMENT INCENTIVE PLAN
FOR MEMBERS OF CEP, LOCAL 60N
PRODUCTION WORKERS

Introduction:

The Company and the Union recognize that the reorganization of the workforce through the advancement of mechanization of harvesting on the Company's operations as well as automation and technological changes will continue to impact Newfoundland Woodlands' employees. The Company and the Union hereby agree to enter into an ***Early Retirement Incentive Plan*** to help reduce the effect that the impact of these changes will have on the existing workforce.

The terms and conditions of this plan are outlined below:

1. Eligibility: The plan will be offered to all employees on a voluntary basis who have attained age 58 and over as of December 1st, 1999, 2000, 2001, 2002 and 2003 and who have 1,000 days of seniority. Employee must elect whether to retire or not in the first year in which they become eligible, otherwise they lose eligibility to participate.

   The parties recognize that a major one-time exit of employees from the workforce could have an adverse affect on operations. As a result, the Company reserves the right to implement a staged exit during the period of May 1, 1999 to April 30, 2000 for employees within Equipment Operator Classifications.

2. **Plan Payment and Period**: Participating employees will receive $1,400.00 per month from the date of retirement under this plan until age 60 and then $1,200.00 per month to age 65 or until the death of the retiree, whichever occurs first. Such payments will be made on a monthly basis through the Company payroll and will be subject to normal Income Tax deductions.

3. **Benefits**: Employee benefits, excluding Weekly Indemnity, Long Term Disability and Workers' Compensation, will be continued and paid for by the Company during the plan payment period specified in Item #2.

4. **Vacation**: All outstanding Vacation Credits will be paid up to the last day worked. No Vacation Credits will accrue once payments under the plan commence.

5. **Employment Insurance**: Employee must exhaust any Employment Insurance benefits to which they are entitled prior to being enrolled in the program.

6. **Long Term Disability**: Employees currently in receipt of Long Term Disability benefits will be eligible for participation in the incentive plan once they exhaust their LTD benefits, providing they meet the entrance criteria outlined above.

For Abitibi-Consolidated Inc.	*For CEP, Local 60N*
W. P. Furey	[illegible]
[illegible]	Ronald [illegible]
W. a. Barr	Wayne [illegible]
april 23/99 Date	Apr 23/99 Date

MEMORANDUM OF UNDERSTANDING

Between

ABITIBI-CONSOLIDATED COMPANY OF CANADA
NEWFOUNDLAND WOODLANDS

And

COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 60N

On

EARLY RETIREMENT INCENTIVE PLAN
FOR MEMBERS OF CEP, LOCAL 60N
(PRODUCTION WORKERS)

Introduction

The Company and the Union recognize that the reorganization of the workforce through the advancement of mechanization of harvesting on the Company's operations, as well as automation and technological changes will continue to impact Newfoundland Woodlands' employees. The Company and the Union hereby agree to enter into an Early Retirement Incentive Plan to help reduce the effect that the impact of these changes will have on the existing workforce.

The terms and conditions of this plan are outlined below.

Eligibility

Employees, who have at least 1,000 days of seniority, will be eligible to participate in this Program on a voluntary basis, subject to the following:

1. Employees in the Cut and Bunch Classification, who reach age 58 and over in each of the years from date of ratification to 2008, will be eligible to participate following their last scheduled day worked in the calendar year in which they attain age 58.

2. All employees other than Cut & Bunch employees who attain age 58 and over from January 1st to June 30th of each year between date of ratification and 2008 will become eligible on June 30th of that year.

   All employees other than Cut & Bunch employees who attain age 58 and over from July 1st to December 31st of each year between date of ratification and 2008 will become eligible on December 31st of that year.

   For those classifications, the parties recognize that a major exit of employees from the workforce could have an adverse effect on operations. As a result, the Company has the right to implement a staged exit of employees upon them reaching their eligibility date for retirement. A staged exit is defined as employees remaining actively at work for an additional twelve (12) months beyond the date of eligibility.

3. Employees will be notified of their year of eligibility no later than December 31st of the previous year and such employees will be required to notify the Company of their intention to retire no later than January 31st of the year in which they reach their 58th birthday.

   Should the number of eligible employees, who have advised the Company of their intent to retire, cause the Company to implement the staged exit provision, employees, who, as a result, are unable to avail of retirement will be notified by February 28th of each year.

4. Employees will have the option of deferring their year of retirement beyond their year of eligibility (no later than 2008). In such cases, the employees will then retire following their last scheduled day worked in the calendar year in which they notify the Company of their intent to retire, as noted above.

Payment of Special Monthly Amount

Participating employees will receive $1,400.00 per month from the date of retirement under this Program until age 60 and then $1,200.00 per month to age 65, or until the death of the retiree, whichever occurs first. Such payments will be made on a monthly basis by the Company and will be subject to normal Income Tax deductions.

Employment Insurance Entitlement

Employees entering this Program would be required to exhaust all Employment Insurance Benefits to which they are entitled, subject to applicable legislation governing a Workforce Reduction Program. No monies will be paid for any period for which an employee receives Employment Insurance Benefits.

Benefits

Eligible employees, who elect to retire under the current Program, are covered by benefits mentioned in the attached document "Benefits". Those benefits will be paid at 65% by the Company and 35% by the employee and will be applied during the plan period as specified in that document.

Vacation

All outstanding Vacation Credits will be paid up to the last day worked. No Vacation Credits will accrue once payments under this program commence.

Long Term Disability

Employees currently in receipt of Long Term Disability benefits will be eligible for participation in the incentive plan once they exhaust their LTD benefits, providing they meet the entrance criteria outlined above.

Termination Date of Agreement

The parties agree that this Program will be terminated on December 31st, 2008 and will not be renewed in the future. It is further understood and agreed that an Early Retirement Incentive Program, in any form, will not be the subject of discussions in future negotiations.

Other Conditions

The cost of the Program, as defined in this current Memorandum of Agreement, will be paid by the Company.

FOR ABITIBI-CONSOLIDATED	FOR CEP, LOCAL 60N
Oct 31/04	Oct 31/04
Date	Date

BENEFITS

Employees covered by the current agreement will be subject to the following coverage from their retirement date to age 65, or death, whichever occurs first.

- **Life Insurance** (employee only)

  Insured amount for employee: $25,000

- **Drugs** (employee and spouse)

Deductible:	$25/year
Co-Insurance:	80% for brand name prescription drugs and 100% for generic prescription drugs and drugs with no generic
Overall Maximum:	$10,000 (per calendar year)

Note:

The information, as mentioned above, is designed to outline the benefits for which the employee is eligible and does not create or confer any contractual or other rights. All rights with respect to the benefits of an insured person will be governed solely by the insurer's master policy.

TRAINING

The Company and the Union recognize the value of a training plan and agree when it becomes necessary to train employees, the training will be posted and the senior employee, who applies, will be selected in accordance with the provisions of this Article.

Employees will be given an opportunity to demonstrate their ability to perform the job. The trainee will be judged by his performance on the job for which he is being trained. The training committee, comprised of Union and Company representatives, will define the parameters of the training program including quality and quantity of work, training delivery methods and measurement of success.

Acceptance into the Training Program will be subject to the following criteria:

- With the exception of retraining of other employees due to job redundancy, and medical reasons, priority for acceptance for training will be first given to employees who have worked twenty-five (25) weeks or less in the previous computer payroll year.
- Subject to the seniority provisions of the Collective Agreement, employees, who train, will work in that classification for a minimum of 5 years as long as work exists in that classification.
- Employees who opt out of training or out of a classification after being trained will not be permitted to retrain in or re-enter the same classification.
- Employees who were in a classification as of December 31, 2003 will be considered senior to the employees who subsequently train for such classifications and such new employees to the classification will be considered junior for the purposes of hiring and lay-off. Once such new employees acquire one (1) year of work experience in their new classification, the Ranking System will be used for the purpose of hiring and lay-off.
- Employees will not be considered in the classification until they have worked 60 days in the classification following the initial training period.
- This Training Program will only be in effect until both Logging and Silviculture lists are exhausted.
- This Training Program will form part of the Memorandum of Understanding on the Early Retirement Incentive Plan.

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Exhibit P-1

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ABITIBI-PRICE

ABITIBI-PRICE INC.
207 Queen's Quay West, Box 102, Toronto, Canada M5J 2P5 Tel. (416) 369-6700

November 22, 1988

Mr. Frank Tremblett
National Representative CPU Local 161
4 Cannings Lane
BISHOP FALLS, Newfoundland
AOH 1CO

Dear Frank:

Subject: BOTWOOD MANNING CPU LOCAL 161

This will confirm our understanding of November 14, 1988.

During the redundancy period contemplated in the reference, any reduction in classifications that are regularly scheduled on a weekly basis will be accomplished by attrition in the same manner as described in the reference for ship loading classifications.

Reference: Re-Organization and Manning of Paper Loading Crews, which was submitted for the Union's approval on November 14, 1988.

Yours truly,

Gary W. Luker
Manager, Occupational Health and Safety

cc: A. Hancock - President CPU Local 161
D.J. Murphy- Grand Falls
J.L. Carson- Grand Falls
K. Dawe - Grand Falls

ABITIBI-PRICE INC.

RE-ORGANIZATION & MANNING OF PAPER LOADING CREWS

INTRODUCTION

Immediately prior to July 19, 1983 the employee population of the agreed upon Job Classification was 114. In addition, there was a supplementary list of nine (9) employees who were available for work.

The Manning Agreement of July 18, 1983 provided for a reduction to 96 employees under the terms and conditions of that Agreement.

The 1983 Protected List of one hundred and twenty-three (123) employees has since been reduced to 96 employees. Our present commitment to C.P.U. - Local 161 provides employment protection, when employment would have been available to this remaining 96 plus the Spares' List as of June 1, 1988, which is 19 employees.

Our commitment is therefore to-	115 employees
Our redundancy offer 1988 is to-	25 employees
	90 employees

Ninety (90) then becomes the upper limit of our Manning Agreement should all 25 employees accept the redundancy offer.

Reduction by attrition and by acceptance of this voluntary redundancy offer at age 58 will reduce the manning requirement until the 78, 72 and 48 levels are attained, with the 48 manning level being the lowest that is permitted under this Agreement.

This Redundancy Programme will be available to employees who attain the age of fifty-eight and are presently listed among the 115 Protected Employees. The availability is only until the manning level of 48 is reached.

RE-ORGANIZATION & MANNING OF PAPER LOADING CREWS

After considering the re-organization of the ship loading crews at Botwood for some time and discussing various approaches to adjusting the size of the standard crews to more nearly reflect the actual needs of the present modern ships, while protecting the jobs of the existing Union members, C.P.U. Local 161 and Abitibi-Price Inc. have agreed to the following re-organization. This Agreement will supercede Appendix 'I', Item 10, Page 105, and will have the same force as other clauses in the Agreement.

Re-Organized Crew

	Current Manning Agreement		Proposed All Ships Except Macado/Concord Type*		Proposed Macado/Concord Type*		Proposed Sideloading	
	Per Shift	Per Day	Per Shift	Per Day	Per Shift	Per Day	Per Shift	Per Day
Hatch Foreman	2	6	1	3	1	3	1	3
Back Checker	1	3	1	3	1	3	1	3
Winchman	3	9	3	9	3	9	-	-
Trucker - Wharf	4	12	4	12	4	12	9	27
Trucker - Ship	6	18	6	18	-	-	-	-
Carpenter	2	6	-	-	-	-	-	-
Water & Utility Man	1	3	1	3	1	3	1	3
Checker	2	6	-	-	-	-	-	-
Slingman/Tab Remover	4	12	4	12	6	18	2	6
Pointers	4	12	4	12	6	18	-	-
Dunnage Man	1	3	-	-	-	-	-	-
Lunch Rm. Att. & Cleaner	1	3	1	3	1	3	1	3
Tacklekeeper	1	3	1	3	1	3	-	-
Labourer/Replacement	-	-	-	-	-	-**	1	3
TOTAL	32	96	26	78	24	72**	16	48

* Type - Presently includes "Abitibi-Claiborne" & "Abitibi-Orinoco" while being loaded with head clamps.

** This classification will be manned by 1 per shift, 3 per day when loading, using the full capacity of a six roll head clamp. Total for that period will be 75.

On the adoption of this re-organization of crews, the Company is prepared to:

1. Establish a list of employees in the shiploading crews as per the attached list, who will be protected. Subject to clause 11:01, crews in the future will be as above (78, 72, 48) altered as required for other than present charter vessels, but reducing crews to this size will not adversely affect the employment of any of the employees on the list, provided not more than 96 report for duty. They will be scheduled to work whether or not the ships being worked require more than 78, 72 or 48 employees. If not required on the shiploading crews, they will be given other paper shiploading type work which comes under Local 161 jurisdiction. They will not be replaced during absences. The attached list will be reduced as provided for in the introductory part of this Agreement.

2. Offer a retiring allowance on an individual basis to the undernoted people:

P.R. NO.	NAME
5404	Wm. Hibbs
5257	Baxter Burry
5458	Gower Langdon
5631	Roy Snow
5303	Baxter Cramm
5429	Harry Jewer
5559	Hardy Pollard
5676	Reginald Vineham
5426	Clifford Jewer
5298	Baxter Chayter
5673	Gilbert Vineham
5460	Morley Langdon
5307	James Curtis
5279	Garfield Butler
5392	Clayton Hemeon
5903	Jack Budgell
5567	W. James Pope
5635	Rothney Stockley
5319	Peter Dwyer
5431	Maxwell Jewer
5465	A. Maxwell Gill
5612	Albert Sheppard
5481	Gower Lyver
5566	Harvey Pope
5788	William Burt

a) The redundancy payment period will be (a) from age 58 to age 60 (inclusive) at $1,600.00 per month, and (b) from age 61 to age 65 (inclusive) at $1,400.00 per month.

b) The cost of benefit coverages for Life Insurance, Dental Plan & Extended Health Care Plan will be maintained by the Company for the period of the redundancy payment (age 65).

c) No vacation credits will accumulate during the period of the redundancy payment.

d) All outstanding vacation credits will be paid on the last day worked.

e) If an employee dies during the period of guaranteed allowance (present redundancy plan payment) the beneficiary will continue to receive payment & coverage under applicable insurance plans until the deceased employee would have been age 65.

f) The 115 shiploading employees listed on pages 5 & 6 of this Agreement will be red circled at their current classified rates of pay.

This Agreement will go into effect Jan 1 1989.

Signed this 2 day of Dec 1988
at Grand Falls.

CANADIAN PAPERWORKERS UNION

National Representative

President, Local 161

Vice-President, Local 161

Secretary, Local 161

ABITIBI-PRICE INC.

Resident General Manager

Dir. of Industrial Relations

Mgr. of Industrial Relations
(Corporate)

BOTWOOD SHIPLOADING EMPLOYEES
C.P.U. - LOCAL 161

Regular Shiploading Employees:

Baxter Burry
William Hibbs
Harry Jewer
Gower Lyver
Baxter Cramm
Baxter Chayter
Garfield Butler
Harvey Pope
Roy Snow
Clifford Jewer
James Curtis
Clayton Hemeon
Merle Lidstone
Rothney Stockley
Wm. G. Burt
Peter G. Dwyer
Maxwell Jewer
George Hemeon
Maxwell Gill
Albert Sheppard
Leonard Woolridge
Dale Lyver
George Woolridge
Clarence Hart
Gilbert Peyton
Albert Hemeon
James Pope, Jr.
Arch Lyver
Joseph Pelley
Terrence Porter
Bernard Parsons
Walter Lee
Woodrow Hancock
Lawrence T. Ball
James Lyver
Eric Mercer
Maxwell Rees
Glenn Cannings
Reg Hutchings
Dennis Hemeon
Arch Hancock
Ron Chafe
Barry Butler
Meric Brent
Allan Budgell
Joseph Hancock
Arthur Sheppard
Jerry Budgell
Lloyd Gill
Colin Edison
Gilvey Langdon
Bruce Carter
Glennis Jewer
Eric Nichols
John Roberts
Wayne Newhook
David E. Parsons
John Payne
Johnny Newhook
Keith Boone
Calvin Rowe
Gerald Newhook
W. Neil Thompson
Roy Rees
Roger Elliott
Derek Hutchings
Terry Stuckless
Sterling Newhook
Raymond Elliott
David Dwyer
Cecil Hart
Randolph Elliott
Graham Miller
John Sharron
Gerard Burry
Barry Brent
Lawrence Lewis
Bruce Gill
Ron Budgell
Owen Peyton
Boyce Woolridge
Bert Jewer, Jr.
Steve Curtis
Glen Burt
Gerald Dean
Nelson Temple
Eugene Gill
Glenn Brent
Robert Payne
Bruce Vineham
Tony Jeans
Ronald Sheppard
Allan Benson
Merle Gill
James Gillingham
James P. Curtis, Jr.

Total = 96

Spares' List Employees:

Norman G. Pollard
Llewellyn Sheppard
Kenneth Newhook
Terry Hancock
Gary Boone
Ivan Roberts
Scott Butler
Brian Gill
Glynn Jewer
Jerry Stride
Audie Newhook
Wm. Woolridge
Boyd Manuel
Mervin Peyton
Wayne Ruttgaizer
Cecil Pope
Paul Ruttgaizer
Allan Tilley
Trevor Budgell

Total = 19

Total Shiploading Employees = 115

No : 500-11-036133-094

SUPERIOR COURT
(Commercial Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

ABITIBIBOWATER INC. AND ALL

Respondents

-vs-

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA (CEP) AND ITS LOCAL 60-N AND 161 AND ALL

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

Exhibit P-2

TRUDEL
NADEAU
AVOCATS
S.E.N.C.R.L.

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www.trudelnadeau.com

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Mise-en-cause

MOTION TO LIFT STAY OF PROCEEDINGS AFFIDAVIT, NOTICE OF PRESENTATION, PETITIONERS' LIST OF EXHIBITS (P-1, P-2)

ORIGINAL

TRUDEL NADEAU AVOCATS S.E.N.C.R.L.

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