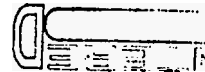


LABOUR AGREEMENT
FRASER INC.



CANADIAN PAPERWORKERS UNION
ATHOLVILLE, LOCAL 160

NOV 12 1985



EFFECTIVE

JULY 1, 1984 TO JUNE 30, 1987

L A B O U R A G R E E M E N T

FRASER INC.

CANADIAN PAPERWORKERS UNION

ATHOLVILLE, LOCAL 160

EFFECTIVE JULY 1, 1984 TO JUNE 30, 1985

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LABOR AGREEMENT

BY AND BETWEEN FRASER INC., hereinafter referred to as the "Company" of the One Part,

AND CANADIAN PAPERWORKERS UNION and its ATHOLVILLE LOCAL NO. 160, hereinafter jointly referred to as the "Union" of the Other Part.

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is, in the mutual interest of the employer and the employees, to provide for the operation of the Atholville Mills of Fraser Inc., under methods which will further, to the fullest extent possible, the safety of employees, economy of operation, quantity and quality of output, cleanliness of plant and protection of property. It is recognized by this Agreement to be the duty of the Company and its employees to cooperate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 2 RECOGNITION AND MEMBERSHIP

2.01 In order to ensure the carrying out of the purpose of this Agreement, the Company recognizes the Union as the only agency representing all of its employees at Atholville who are eligible for Union membership in this unit, for the purpose of collective bargaining.

~~2.02~~ Any employee who is a member or becomes a member or is reinstated as a member of the Union will maintain such membership in good standing as a condition of employment in the bargaining unit covered by this Agreement.

2.03 A new employee working in the bargaining unit who is not a member of the Union shall join the Union within thirty (30) days of commencement of his employment. New employees will, however, be considered as probationary employees during the first sixty (60) days of employment and may be released by the Company without recourse to grievance procedure.

~~2.04~~ Employees of the Company who come under this Agreement and are entitled to membership in the Union, signatory to this Agreement include all those employed inside and outside the mills, except management, professional, supervisory, security, office and research employees and those excluded under the New Brunswick Labour Relations Act. To avoid misunderstanding, the parties hereto agree that the schedule appended at Article 2.05 as to the exclusion of bargaining unit jurisdiction forms part of this agreement, Agreement,

~~2.05~~ The following employees of the Atholville Mills do not come under the jurisdiction of Local 160 of the Canadian Paperworkers Union for the purpose of collective bargaining:-

- Management Personnel
- Superintendents
- Supervisors
- Foremen
- Engineers
- Scientists
- Mill Accountant
- Office & Clerical Personnel
- Watchmen
- Plant Nurse

Research Personnel
Technicians
Draftsmen
Mill Manager Secretary
Personnel Secretary
Professional Employees

2.06 Salaried supervisory and non-bargaining unit personnel will not perform routine bargaining unit work, except for instructional purposes or to prevent potential injury to employees or damage to machinery,

2.07 Regular foremen will not have personal tools in the Mill.

ARTICLE 3 JURISDICTION

3.01 The Company shall not be asked to act upon any matters regarding jurisdiction between International or National Brotherhoods having recognized locals in the Mill. The question of jurisdiction shall conform to the regulations as fixed by the Canadian Labour Congress.

ARTICLE 4 TERM OF AGREEMENT

4.01 ~~This Agreement shall be in effect from July 1, 1984 to and including June 30, 1987. The provisions of this Agreement, except those which stipulate specific expiry dates or specific time limits concerning the length of their application, remain in force until their renewal or until one or the other party exercises its right to strike or lock-out.~~

4.02 There shall be no suspension or stoppage of work because of the termination of this Agreement or failure of renewal, except with the approval of the National Officers of the Union, signatory to this Agreement.

ARTICLE 5 WAGES

5.01 It is mutually agreed that the rates of pay, as per attached schedule, form part of this Agreement.

5.02 The wage rates herein provided for shall remain in effect throughout the life of this Agreement unless changed by mutual consent of the parties hereto, at a meeting duly called by either of the parties on thirty (30) days' written notice to the other party.

5.03 Union Dues Deduction

A. The Company agrees to deduct Union dues in accordance with employee authorizations and in amounts stipulated by the Union from his first pay each month providing the employee's income is sufficient. Dues which cannot be deducted from the first pay will be recycled in subsequent weeks until collected during that month only. No arrears existing at the end of the month will be collected.

B. The Union will give the Company a minimum of two weeks notice in writing of any change in dues to be deducted and these must not include any initiation fees or fines. Such changes will become effective at the start of the next month.

C. Dues deducted by the Company will be remitted to the Union during the first week of the following month, with a statement showing name, initials, clock and personnel numbers, and social insurance numbers. By June 1, 1981 this listing will also show the employee's classified rate.

D. In the event the Union requests **week.** rather than monthly **dues** deductions, this change will apply each local within the particular division, and will be started at the start of the next month with a minimum of 2 weeks advance notice. On a weekly deduction, there will be no recycling for uncollected amounts.

E. When the employee's classified rate becomes available from computer records, then at Union request **dues** can be adjusted to correspond with a new classified rate.

ARTICLE 6 INTERRUPTION OF WORK

6.01 There shall be no strikes or lockouts during the life of this Agreement.

ARTICLE 7 MATERS OF MUTUAL CONCERN
TO EMPLOYEES AND EMPLOYER

7.01 Without in any way restricting the authority of the Union to follow its usual procedure in protecting the welfare and interest of its members, it **is** agreed that safety work as carried out **by** the Joint Safety and Health Committee and the consideration and settlement of problems of mutual interest by the Mutual Interest Board shall have the support and endorsement of the Union and the Company.

7.02 It is further understood and agreed that all rules, regulations and instructions of the Company, copies attached, which do not conflict with the provisions of this Agreement or with Provincial or Federal laws, are affirmed, and will continue in force and effect during the life of this Agreement or any extension thereof.

7.03. The parties to this Agreement agree to abide by all Provincial and Federal laws now in force or that may hereafter come in force during the term of this Agreement, or any extension thereof, insofar as they apply to this Agreement.

7.04 It is further understood and agreed that the parties, signatory to this Agreement, will cooperate to enforce the Company's Mill Rules.

7.05 Departmental representation is available on a committee elected by general employee vote whose purpose is to provide a channel for Management • Employee discussion on matters of mutual interest.

7.06 All Agreements between the Company and the Union are contained in this Labour Agreement or are attached to the Memorandum of Agreement as properly executed side agreements, reaffirmed and signed as part of the contract settlement of this Labour Agreement.

7.07 No future side or interpretive agreements will be recognized or effective unless signed by the parties of this Agreement,

ARTICLE 3 TIME OFFICE REGULATIONS

8.01 Application for Employment
Each employee must fill in an Application for Employment form at the start of his employment.

ARTICLE 9 EMPLOYMENT

9.01 Hiring of Employees
Applicants for work shall be hired through the Personnel Office. A spare list of laid off Union men available will be consulted before new men are hired for bargaining unit jobs.

9.02 Recognizing its obligation to help solve community problems, the Management will give preference to residents of Atholville, New Brunswick and surrounding area providing qualifications are equal.

ARTICLE 10 PROMOTION, DEMOTION, LAY-OFF AND RECALL

10.01 Lines of progression will be followed when employees are promoted or demoted. If the employees in a classification are unable to advance, senior employees in the classification may be temporarily demoted to a lower classification, or provided other work should a lower job in the line of progression not exist, for a period of time that would normally be required to give a junior employee in the line of progression the necessary training. When this training has been completed, the senior employee will be returned to his former occupation. During periods of training, employees will retain their former rate.

10.02 Duration and nature of trial periods and training periods referred to in this article shall be determined by mutual consent of the signatory parties to this Agreement.

10.03 When an opportunity for promotion, first consideration will be given to the qualified employee with the most job service in the position immediately below the job to be filled. An employee will not be considered qualified if he has refused promotion, or within the previous year, has failed to demonstrate the necessary ability during a trial period.

10.04 Employees promoted will be given a training and trial period in which to demonstrate their ability to perform the job in a satisfactory manner.

10.05 Employees who, during a reasonable training and trial period, do not demonstrate the

ability to perform the job in a satisfactory manner, will be returned to their former job with no loss in seniority.

10.06 An employee who is by-passed because of refusal of promotion shall be considered junior to all employees who by-pass him for promotional purposes only.

10.07 When an employee refuses a temporary or permanent promotion in his line of progression, he shall sign a statement that he refused the promotion, a copy of which will be sent to the local Union. He shall then forfeit his promotion rights to that job and shall not be considered for further promotion to that job for at least six (6) months and until such time as he informs the Personnel Supervisor in writing to cancel his previous refusal. Before signing a statement of refusal, an employee will be given the opportunity to discuss the matter with his Union steward who will also witness the statement and a copy will be sent to the Local Union.

ARTICLE 11 JOB POSTING

11.01 When vacancies occur in a department, the Company shall post a notice concerning the bottom job in the department affected or any job above the entry job in a line of progression because the incumbents on all lower jobs in that line of progression are incapable of advancing beyond their present level. Such posting shall be for a period of fourteen (14) calendar days and the Company shall have the right to make a temporary appointment without penalty. In selecting the man for permanent appointment, the Company shall take into consideration education, qualifications and seniority. Selection of candidates and posting of appropriate notice shall, under normal circumstances take place within fourteen (14) calendar days of job bid closing date.

11.03 An employee, who within ninety (90) days after being awarded a job bid, is removed from the job for lack of satisfactory performance, who is bumped out, or who withdraws from the job, will be reinstated on the job he would have performed if he had not left.

ARTICLE 12 TOUR EMPLOYEES - TEMPORARY JOB , VACANCIES

12.01 Under ordinary circumstances when a two (2) or more tour per day employee is off the job for more than a two (2) week working period, his job shall be filled on a temporary basis. It is understood that under such circumstances the man taking over the job would be paid the rate of the job.

12.02 Replacement for vacations will be by self-supporting shifts to the extent that trained men are available.

ARTICLE 13 LAYOFF

13.01 In the case of reduction in the work force, employees will be demoted step by step down their lines of progression in the reverse order of the steps in their promotion.

13.02 An employee who is laid off from the bottom job in an established line of progression shall displace the junior employee in the bottom job of any line of progression if he has longer plant service than the latter, unless the senior employee is not capable of performing the normal duties of the job to which he seeks appointment following a reasonable trial and/or training period. Bumping will not be applicable to jobs covered under Trades Qualification Requirements. It is understood that bumping in the Steam Plant will only be done when an employee has exhausted all other bottom jobs in the mill, and will be applicable to No. 7 Operator.

~~13.03~~ When an employee is laid off from the bottom job in an established line of progression, the Company will advise the employee in writing and the laid off employee shall, within thirty (30) days from notice, advise the Company in writing of his intention to exercise his bumping rights. Copies of notices will be provided to the Local Union.

~~13.04~~ The transfer may be extended by mutual agreement for a period not to exceed thirty (30) days.

13.05 If the number of senior employees involved in a permanent lay-off exceed the number of junior employees holding bottom jobs in the lines of progression, the Company, if requested by the Union, will, where possible, locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Bumping will not be applicable to jobs covered under Trades Qualification Requirements or to licensed steam plant employees above bottom regular job (No. 7 Operator).

13.06 In the event the number of men in a specific trade is to be reduced, the man who has most recently entered that trade will be the first one to be laid off. An employee is considered in the trade from the date of being awarded a job bid as Helper. However, it is understood and agreed that the application of the provisions of this section may be modified by mutual agreement of the parties where the Company can show that such modification is necessary to retain the kinds and degrees of skill required to ensure efficient operation of the mills.

13.07 Employees who have been laid off from a regular job in a department will hold seniority in that department for one year from date of lay-off.

13.08 An employee holding job and department seniority will have preference for a regular opening in that department, in accordance with his seniority, providing he has the ability to do the job, following a reasonable trial and/or training period.

13.09 An employee who bumps to another position, must return to his original position upon reopening of same within one year.

ARTICLE 14 TEMPORARY LAY-OFF FROM A DEPARTMENT

14.01 An employee temporarily displaced from his regular job will normally be demoted within his own department and prior to being assigned to the spare pool a regular employee of a department will displace a spare employee assigned to that department.

14.02 A regular employee temporarily assigned to the spare crew will be assigned work in accordance with his mill seniority on jobs he is qualified to perform with an opportunity for reasonable trial and training if necessary for him to obtain work ahead of junior employees.

14.03 An employee temporarily displaced from his regular job and department by a shutdown will have the opportunity to displace a junior employee on the bottom job of another department, where he is qualified to do the job in question if such a shutdown is to be longer than two (2) calendar weeks prior to being returned to the spare list.

ARTICLE 15 RECALL RIGHTS

15.01 Employees on the casual list who do not hold any department seniority and who have less than six (6) months' continuous service, may be terminated whenever their services are no longer required. If such a terminated employee is rehired within six (6) months of termination, his service and benefits will

be restored. Employees with more than six (6) months' service will hold recall rights for twelve (12) months.

15.02 Employees on the casual list with more than six (6) months' continuous service may be terminated whenever their services are no longer required, but they will hold recall rights to work for which they are qualified for twelve (12) months from the last day worked. If such employee returns to **work** within twelve (12) months, his service and benefits will **be** restored.

15.03 Employees with five (5) to ten (10) years of service will hold recall rights for twenty-four (24) months, and employees with more than ten (10) years of service will hold recall rights for thirty-six (36) months, and if such an employee returns to work within his recall period his service and benefits will be restored.

15.04 Recall rights will be lost for failing to report for work within ten (10) days after delivery of registered letter to last known address.

15.05 No new employees will be hired until all those laid off and holding seniority rights who have the required abilities have been recalled or have been given an opportunity to exercise their recall rights in accordance with the provisions of this article. In the hiring of new employees, consideration shall be given to former employees whose recall rights have been exhausted.

15.06 The Union will be supplied copies of **lists** of service records for all employees covered by this Agreement. These lists will be amended every six (6) months provided there has been a change in personnel. The Union will be notified every month of all manpower changes, including hiring, promotions, demotions, transfers, lay-offs and recalls.

ARTICLE 16 DEPARTMENT SPARES

16.01 Employees on the casual list will be assigned work to fill temporary vacancies such as vacation, sickness, etc. When scheduled to replace for vacation or long term illness, the spare will assume the schedule of the employee he is replacing.

ARTICLE 17 SEVEN DAY OPERATION

17.01 The Company has the right to operate its mills on an unrestricted basis seven (7) days per week except for shutdown holidays as set forth in the Labour Agreement. It is intended that scheduling of crews wherever possible shall be on a four-crew basis.

17.02 Either the Company or the Union may initiate discussions of other shift arrangements which will not decrease employee work hours or increase Company cost. Trials of such work schedules may be undertaken if mutually agreed.

ARTICLE 18 CURTAILED OPERATIONS

18.01 In the event mill operations are curtailed because of a lack of orders, mill management agrees to meet Local Union representatives to fully explain the circumstances causing such curtailment as much in advance of a shutdown as possible. Further, the mill management will outline the Company plans concerning such shutdown and shall consider any proposal by the Union to reduce the effect on employees, which does not reduce mill efficiency.

ARTICLE 19 HOURS OF WORK

19.01 Exceptional circumstances may arise which, although not covered by the following schedule, may warrant a modification of the following schedule. Such cases will be dealt with as they occur.

ARTICLE 20 HOURS OF WORK- TOUR EMPLOYEES

20.01 The regular daily hours of tour employees in departments on a three tour basis are:-

8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 Midnight
12:00 Midnight - 8:00 a.m.

20.02 Hours for two (2) shifts:-

8:00 a.m. - 8:00 p.m. (1st two days)
8:00 p.m. - 8:00 a.m. (2nd two days)

Four days on, four days off.

20.03 Tours in all cases rotate in regular sequence on a weekly basis.

ARTICLE 21 HOURS OF WORK - DAY EMPLOYEES

21.01 The regular hours of day employees are 8:00 a.m. to 4:00 p.m.

21.02 It is understood that employees will be required to bring in their own lunch and will be provided one half hour to eat. Such lunch break will normally be from 12:00 to 12:30 except as the lunch break may be varied for certain crews in order to keep work in progress. In return for the paid one half hour lunch break, it is agreed that there will be no afternoon coffee break.

21.03 In departments operating on two working periods per day, the starting time of the first period will be 8:00 a.m. The starting time of the second period will be established by the Company in accordance with operating requirements of the mill and after discussion and agreement with the Union.

21.04 Regular day employees who are required to go on night shift will be paid at time and one half for the first night shift unless so scheduled before the start of the week or unless scheduled to replace on a compressed work week schedule. If replacing on a compressed work week schedule the special compressed work language will apply.

ARTICLE 23 LABOUR CLASSIFICATION

23.01 Tour Employees
Tour Employees are those engaged in occupations for which workmen are regularly required for two or more shifts per day.

23.02 Day Employees
Day employees are those engaged in occupations for which workmen are regularly required for **not more** than two working periods per day.

23.03 The job classification of each employee shall be fixed by the foreman in charge of the department and shall be reported each day under his authority.

23.04 The hourly rate that will be paid on any job will be the rate established on the standard wage rate sheet for that job.

ARTICLE 24 CALCULATION OF PAY TIME

24.01 As applied to day employees:-
An employee reporting for work late shall be paid from the nearest quarter hour following the time he reports to his foreman for work.

An employee leaving work early shall be paid to the nearest quarter hour preceding the time he leaves work.

4.02 As applied to both day and tour employees:-

The pay time for Calls and for Overtime shall start and end-at the nearest quarter hour.

Employees will be paid on the basis of hours reported by the Supervisor.

24.03 Pay Day
Pay day shall be Thursday from 7:30 a.m. to 5:00 p.m.

Pay cheques not claimed on Thursday can be claimed on a later day during normal office hours.

24.04 Pay Cheques
Pay cheques will be issued only to an employee in person, except under exceptional circumstances when an employee is unable to come for his own cheque, in which case the cheque will be issued to another person upon the employee's written authorization and provided that the person receiving the cheque signs a written acknowledgement.

Pay cheques will not be issued to an employee while he is on duty.

24.05 Separation Cheques
Should an employee leave the employ of the Company, he may at any time make application for any balance of wages due him which will be paid by "Separation Cheque" through the Time Office.

ARTICLE 25 STARTING AND STOPPING TIME - DAY AND TOUR EMPLOYEES

25.01 Day employees shall be at their respective working places ready to begin work at the designated starting time. Day employees who need to wash may do so at 3:55 p.m. Employees shall remain in their departments until the end of their shift.

25.02 Tour employees shall be at their respective working places ready to begin work at the start of their tour. Employees on a two or more tour shall not leave their work until relieved.

25.03 Leaving Work
Employees will not leave work until properly relieved or at the end of the shift as applicable unless they have the permission of the foreman.

ARTICLE 26 TOUR EMPLOYEES WISHING TO CHANGE SHIFTS

26.01 An employee wishing to change shifts with another employee must first have permission from the superintendent in charge of the department or the departmental foreman.

ARTICLE 27 EMPLOYEES NOT REPORTING FOR WORK

27.01 If a tour employee does not report for his regular shift, his mate shall notify the superintendent in charge of the department or the departmental foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift.

27.02 It is the duty of a tour employee to report for his regular shift unless he has already arranged a leave of absence. If prevented from reporting, he shall advise the superintendent in charge of the department or the departmental foreman by 4:00 p.m. of the day before his tour goes on duty, except an employee on the 12:00 - 3:00 shift who shall be required to give twelve (12) hours advance notice.

27.03 It is the duty of a day employee to report for work at the time assigned, unless he has already arranged a leave of absence. If prevented from reporting, he shall advise the superintendent in

in charge of the department or the departmental foreman by 4:00 p.m. of the day before he would normally go on duty.

27.04 If unavoidably prevented from reporting for work due to an emergency such as an accident or sickness, etc., employees shall give the superintendent in charge of the department or the departmental foreman as much advance notice as possible. Falsification of reason for not reporting to work will subject an employee to Number 11 of Mill Rules.

ARTICLE 28 EMPLOYEES RETURNING TO WORK FOLLOWING ABSENCE

28.01 When an employee has been absent from work he shall notify the superintendent in charge of the department or the departmental foreman by 4:00 p.m. of the day previous to the beginning of the regular working period in which he intends to resume duty.

ARTICLE 29 REPORTING PAY

29.01 Employees who are instructed to report at a certain hour, and when on reporting, no work is available because of a change in plans or an emergency situation, will be paid two (2) hours' time. Such reporting pay will not be given if the employee's home was called to advise him not to report for work at least two (2) hours in advance of the scheduled shift or reporting time.

29.02 Any employee starting on his regular shift will receive not less than eight (8) hours' pay, providing he continues to cover his job, or, if his job is not operating, he performs other work as assigned. If not assigned by the Company and sent home, he will receive eight (8) hours' pay. These provisions will not apply to emergency call-ins or to

employees working an extra shift. A spare employee assigned after the start of the shift will be paid from the time he starts work to the end of the shift, providing he does work as assigned.

29.03 On an emergency shutdown of twenty-four (24) hours or less (including the shift in which the shutdown begins and the following shift) employees will be assigned work at the rate of their regular occupation. The employees must do the work assigned.

ARTICLE 30 OVERTIME PRACTICE-ALL EMPLOYEES

30.01 Sundays and holidays will be paid for at the rate of time and one-half. Double time to be paid to an employee working more than eight (8) hours (12 hours Compressed Work Week) on Sunday and Statutory Holidays.

30.02 Sundays - Sundays are defined as the twenty-four (24) hour period between 8:00 a.m. Sunday and 8:00 a.m. Monday. A day worker whose normal work week is forty (40) hours and who works eight (8) hours or more on Sunday will be required to take a compensating day off during the week. This eight (8) hour requirement for a compensating day off will not apply if the eight (8) hours result from an employee reporting for an emergency call on a Sunday.

30.03 The Sunday call will qualify as an emergency call in respect to not having to take a compensating day off if it is for continuing work on a breakdown occurring after 5:00 p.m. on Friday.

30.04 An employee who is required to work on his scheduled day or days off will be paid time and one-half on the understanding that:-

A. His scheduled day Or days off shall be posted in his department not later than 3:00 p.m. on the Thursday preceding the week in which the day or days off are scheduled.

B. He may change his scheduled day or days off with the consent of his supervisor provided such arrangement is made at least twenty- four (24) hours before such change.

30.05 In case of an emergency or by mutual consent, an employee's scheduled day or days off may be changed by the employee's supervisor on not less than twenty- four (24) hours' notice prior to both his former day off and new day off.

30.06 If an employee is called in on his day off, he will be paid a minimum of four (4) hours' pay, except on Sunday and on a statutory holiday when he will be paid a minimum of six (6) hours at his regular rate.

30.07 In the event that a regular eight (8) hour job or shift is scheduled to be worked more than an eight (8) hour period (such as reporting one (1) to four (4) hours early as is usual for certain jobs to prepare for start- up following a shutdown holiday), time and one- half shall be paid employees for hours worked before the start of his regular shift.

30.08 Normally no employee will be required to work more than sixteen (16) hours in a twenty- four (24) hour period. If an employee is required to work more than sixteen (16) hours in a twenty- four hour period starting at the beginning of his scheduled shift, he will be required to take eight (8) consecutive hours off before returning to work. If the required eight (8) consecutive hours off conflict with such an employee's next regular scheduled shift, the employee will be reimbursed at straight time for those hours of his scheduled shift that he is not allowed to work.

30:09 Any day worker, called in, who works more than two (2) hours after midnight, shall receive time off at straight time to the extent of one-half of all time worked between midnight and 8:00 a.m. providing he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time.

30.10 It is understood there will be no pyramiding of overtime.

ARTICLE 31 OVERTIME PRACTICE- DAY EMPLOYEES

31.01 Overtime at the rate of time and one-half will be paid for all hours worked in excess of eight (8) hours per day.

31.02 When a day employee on assigned work is needed beyond the end of his scheduled shift to complete work in progress, he will be expected to continue at overtime when requested, unless an individual has some special commitment, in which case he may ask his foreman in advance to be relieved at the end of his shift. Employees on shutdown maintenance will complete their assigned work or work assigned from the shutdown list if the employee is waiting for start up. A day maintenance employee held over at the end of his shift to complete a specific job will be given a call if required to handle an unrelated emergency job. Such calls for unrelated work will not apply to employees held in for start up if the work is related to the start up. Calls for other day employees will be considered as unrelated in cases where the additional work performed is not associated with the mill problem for which the employee was called.

31:03 Emergency calls for day maintenance employees will be assigned by area on the basis of seniority. It is understood that employees may be bypassed on certain jobs if they do not have the necessary skills. Senior employees who wish to be

temporarily placed on the bottom of the call in **list** and called last should notify their foreman.

As a last resort, after having called senior employees, junior employees who have the necessary skills will be required to perform the work.

ARTICLE 32 OVERTIME PRACTICE - TOUR EMPLOYEES

32.01 Tour workers shall be paid at the rate of time and one-half for all work performed before and after the regular daily hours of work with the following exceptions:-

A. When such work is caused by a change in shifts, when a twenty-four (24) hour notice of shift change prior to employees' regularly scheduled shift is given or when a shift change is occasioned by the absence of a fellow employee in that line of progression.

B. Overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

C. When required to replace an employee for tardiness up to two (2) hours, If replacement is not provided in two (2) hours, time and one-half will apply at the beginning of the overtime shift.

32.02 Employees who fail to report for work or who in any way penalize their mates or the Company under this overtime arrangement will be subject to the rules and regulations of Penalties for Absenteeism.

32.03 The Union agreed to cooperate active. **with the Company to forestall possible abuse of this provision.**

32.04 When the remaining two (2) employees are worked twelve (12) hours each due to the absence of a mate, both employees will be paid eight (8) hours' straight time and four (4) hours at time and one-half.

32.05 If an employee has worked the 12:00 • 8:00 shift (8:00 p.m. • 8:00 a.m. if on compressed work week) and it is necessary for him to work overtime, he will be relieved as soon as a qualified relief can be procured if he so requests. Following a 12:00 • 8:00 shift (8:00 p.m. • 8:00 a.m. if on compressed work week) if overtime is necessary every effort will be made to provide a relief **by** 12:00 noon even when not requested **by** the affected employee.

32.06 Replacing maintenance employees absent from shift

- a) Where possible, replace **by** straight time. (Assign employees from day to shift work)
- b) If not possible, call employees in **on** their scheduled first **two** days off during the week. **Call** employees by seniority **by** trade.
- c) If (b) is not possible, call employees from the other off shift, **by** seniority per trade.
- d) If unable **to** obtain employees from off shifts call the regular day maintenance employees **by** trade and seniority.
- e) If it is determined that it is necessary to fill the tour, then, as a last resort, junior employees with the necessary skills will be scheduled.

f) Senior tradesmen who do not wish to be considered from temporary assignment to tour work should notify their foreman.

ARTICLE 33 CALL IN - ALL EMPLOYEES

33.01 Calls will be paid for **at** the rate of **time and** one-half with **a** minimum of four (4) hours' pay at the regular rate. Calls on Sundays and holidays will be paid for at the rate of time and one-half with a minimum of six (6) hours.

33.02 **An** employee notified while at work to return to work more than one (1) hour after being allowed to leave and more than one (1) hour before the start of his next scheduled shift will be paid on the basis of a call unless given twenty-four (24) hours' notice of a schedule change.

33.03 If the employee is advised by his supervisor to leave for supper and return, he will then be entitled to time and one-half with a **minimum** of four (4) hours' **pay** at his straight time rate.

33.04 **If** the employee requests to leave for supper and the request is granted by his supervisor, the employee will be entitled to time and one-half only.

ARTICLE 34 CALL IN - DAY EMPLOYEES

34.01 When a day employee **is** called to the mill **at** any time outside his regular working period, **it** shall be considered a Call.

34.02 A day employee who is called in for emergency repairs will be paid time and one-half for the period worked with **a** minimum of **four (4)** hours straight time pay for each assigned unrelated job except on Sundays and statutory holidays when he will be paid a minimum of six (6) hours at his regular

rate. This provision not applicable to an employe called in to replace an absence or requested prior to 8:00 a.m. to work his day off.

34.03 When emergency work for which an employee was "called-in" continues after 8:00 a.m., the called-in employee will be paid at time and one-half until his work on that emergency is completed, or until 12:00 noon, whichever first occurs.

34.04 A call shall be considered terminated when the emergency work is completed and the employee leaves the mill or when the employee is relieved from the job.

ARTICLE 35 CALL IN - TOUR EMPLOYEES

35.01 When a tour employee is called to the mill at any time outside his regular working period, it shall be considered a Call. If for any reason a tour employee is called to replace his mate, this shall not be considered a Call.

35.02 A tour maintenance employee called in for emergency work which continues into his scheduled shift will likewise be paid at time and one half until his work on that emergency is completed, 12 noon, or 12 midnight, whichever first occurs.

35.03 A call shall be considered terminated when the emergency work is completed and the employee leaves the mill or when the employee is relieved from the job.

ARTICLE 36 SHIFT DIFFERENTIALS

36.01 . In addition to the hourly rates of pay set forth in the attached wage rate schedule, shift differentials shall be paid to employees working on jobs which generally require workmen two or more shifts during each twenty-four (24) hour period and to

Employees on jobs whose regular scheduled hours fall completely between the hours of 4:00 p.m. and 8:00 a.m., as follows:-

36.02 Effective July 1, 1985:

Increase from 0-30-40 to 0-35-50
Compressed Work Week \$1¢

36.03 These shift differentials shall not apply to:

hours on which overtime is paid, except to hours worked on Sundays and holidays;

in the calculation of holiday and vacation pay.

36.04 Overtime shall not be calculated on shift differentials.

ARTICLE 37 MEAL ALLOWANCE

37.01 Tour Worker - Any tour worker who is required to work more than two (2) hours beyond his regular shift, and not notified at least two (2) hours prior to the start of his regular shift will be provided with a meal allowance of \$4.50. Effective July 1, 1985, Meal Allowance will be \$4.75. Effective July 1, 1986, Meal Allowance will be \$5.00.

37.02 Day Worker - Any employee scheduled as a day worker who is required to work beyond 6:00 p.m. without an opportunity to leave the mill to eat will be provided with a meal allowance.

37.03 Any employee called in for emergency work will be provided with his first meal allowance if held in over a regular meal time (7:00 a.m., 12:00 noon, 6:00 p.m.). Any employee called in for emergency work after 6:00 p.m. will be provided with a meal allowance

four (4) hours after he has started the emergency work.

37.04 A further meal allowance will be provided during daytime hours to an eligible employee if held over subsequent meal hours listed above. After 6:00 p.m. meal allowances will be provided to eligible employees every four hours.

37.05 A tour worker scheduled for an eight (8) hour shift and who is working sixteen (16) hours may choose to have his two (2) meal allowances at one time.

ARTICLE 38 HOLIDAYS

38.01 New Year's Day - New Year's Day will be a twenty-four (24) hour operating holiday between 8:00 a.m. January 1st and 8:00 a.m. January 2 for Holiday Pay provisions.

38.02 Easter Sunday - Easter Sunday is defined as the twenty-four (24) hour period between 8:00 a.m. Easter Sunday and 8:00 a.m. the following day.

38.03 Dominion Day - Dominion Day is defined as the thirty-two (32) hour period between midnight June 30th and 8:00 a.m. July 2nd.

38.04 Labour Day - Labour Day is defined as the twenty-four (24) hour period between 8:00 a.m. Labour Day and 8:00 a.m. of the following day.

38.05 Christmas Day - Christmas Day is defined as the forty (40) hour period between 4:00 p.m. December 24th and 8:00 a.m. December 26th.

38.06 December 26th - December 26th is defined as the twenty-four (24) hour period between 8:00 a.m. December 26th and 8:00 a.m. December 27th.

38.07 Any of the above holidays may be changed to a date more suitable to the employees or to mill operations, providing such change in holiday is mutually agreeable to the Company and the Union.

38.08 Good Friday and New Brunswick Day will be considered working holidays on which the Company may, at its option, maintain regular operations. Regular wages will be paid for work done on these holidays and each qualified employee will, in lieu of each such holiday if deferred, take a Floating Holiday on an individually arranged mutually agreed date. In recognition of these added Public Holidays the number of Floating Holidays is increased in total from five (5) to six (6) per year. Employees will be eligible for these two (2) of the possible six (6) Floating Holidays providing that prior to Good Friday and New Brunswick Day respectively they have:-

1. been employed at least ninety (90) days during the previous twelve (12) calendar months and have worked on at least fifteen (15) of the thirty (30) calendar days prior to the holiday

OR

2. have met the full requirements of Article 40 governing eligibility for Floating Holidays.

38.09 Neither production operations nor routine maintenance will be scheduled on Easter, Dominion Day, Labour Day, Christmas or December 26th holidays except by mutual agreement.

38.10 Essential shutdown maintenance which may be necessary during Easter, Dominion Day, Labour Day, shutdown periods will be limited to those necessary to carry out such essential maintenance; the Company will meet with the Union at least one week in advance of the shutdown to review shutdown plans and any essential maintenance which may be necessary.

38.11 If it is agreed to run the Mill on Dominion Day, then work performed on July 4th will be at **time** and one half.

38.12 **An** employee **who** has to work eight (8) hours or more on a shutdown holiday will have the right to request to convert his holiday pay to a paid floater. **An** employee required to work eight (8) hours or more on the Christmas holiday, may, at his request, receive one floater to be scheduled at a later day and will receive eight (8) hours or twelve (12) hours holiday pay, whichever is applicable.

38.13 Operation of the mills on Statutory Holidays will be at the discretion of the Union but there is assurance of the **Union's** continued cooperation in this matter.

38.14 In the week in which a Statutory Holiday **falls**, the day off of maintenance employees will not be changed to coincide with the holiday.

ARTICLE 39 HOLIDAY PAY

39.01 An employee **who** has been in the regular employ of the Company for at least thirty (30) days prior to New Year's Day, Easter Sunday, Dominion Day, Labour Day or December 26th shall receive for such day a sum equal to eight (8) hours' pay at the rate of the last working day or payroll classification rate, whichever is greater.

39.02 **An** employee **who** has been in the regular employ of the Company for at least thirty (30) days prior to Christmas Day shall receive for such Christmas Day a sum equal to sixteen (16) hours' pay at the rate of the previous day or payroll classification rate, whichever **is** greater.

39.03 To be **eligible** for any of the foregoing holidays, an employee **must have been at work some time** within the thirty (30) day period **immediately** preceding the holiday. If absent due to sickness or accident or temporary shutdown, the employee must have been at work sometime within the six (6) month period **immediately** preceding the holiday. **An** employee terminated within **the thirty (30) days** preceding a holiday will be eligible for holiday pay if re-employed within thirty (30) days following the holiday.

ARTICLE 40 FLOATING HOLIDAYS

40.01 *Any* employee who has one or more years of service and has worked at least **six** hundred (600) hours in the prior year will, in that calendar year, be eligible for a maximum of six (6) Floating Holidays, including two (2) days in lieu of Good Friday and New Brunswick Day. It should be noted that the Floating Holidays, in lieu of these two Public Holidays, may be qualified for under the provisions of Article 38, Para. 38.08 even though an employee does not meet the qualifications for all six (6) Floating Holidays. The rate paid for a Floating Holiday will be at the rate of the last working day or payroll classification rate, whichever **is** greater. Such holidays will be taken at a time mutually convenient to the employees and to Management.

40.02 The Company will maintain its present practice of granting floating holidays on short notice providing suitable replacement is available **at** straight time. The Company will endeavour to promptly grant requests for floating holidays which **are** requested well in advance, except this may **not** be possible during peak vacation periods if suitable relief is not available. In the event more holidays are requested for a specific day than can be granted, those to be granted will be those first requested.

40.03 An employee granted a prescheduled floating holiday at least two (2) weeks in advance will be given a holiday approval slip. In the event serious unforeseen circumstances make it necessary to work an employee holding a holiday approval slip on his approved holiday, he will be paid at time and one-half for all hours worked on that day, and his floating holiday will be rescheduled.

40.04 Floating holidays may be taken by employees during the period January 1 to April 30 of the following year. Floating holidays from the previous year not taken or scheduled by the end of February of the following year may be scheduled by supervisors between March 1 and April 30.

40.05 In scheduling floating holidays in the Maintenance Department seniority within individual trades will be followed on a mill wide basis.

FRASER INC.
Rules Governing Vacations with Pay for
Atholville Mill Employees

Vacations with pay will be granted to regular employees in the Atholville Mill of Fraser Inc. during a calendar year, under the following rules and regulations.

ARTICLE 41 VACATIONS

41.01 Vacations with pay will be granted employees in conformity with the rules of the Company governing vacations with pay, annexed to and forming part of this Agreement.

ARTICLE 42 ELIGIBILITY

42.01 All regular employees at the Atholville Mill will be eligible for a vacation with pay if they have been in the employ of the Company prior to January 1. An employee with one thousand (1,000) qualifying hours in the prior year would then become eligible for two (2) weeks' vacation on his anniversary date after one (1) year of employment. In computing the 1,000 hours time lost due to mill accident covered under W.C.B. will be considered as time worked in the 1st year of disability only, providing the employee has worked less than the 1,000 hour requirement.

42.02 Any employee otherwise eligible for vacation with pay, but lacking the required number of qualifying hours in the prior year due to lay-off for lack of work or bona fide illness substantiated by a medical certificate will receive vacation pay as a percent of his total earnings for the prior calendar year.

42.03 Employees who have been in the continuous employ of the Company for at least one (1) year, but less than four (4) years, will be granted two (2) weeks' vacation with pay.

42.04 Employees who have been in the continuous employ of the Company for four (4) years, but less than nine (9) years, will be granted three (3) weeks' vacation with pay. Eligibility for the third week's vacation will be on the employee's employment anniversary date.

42.05 Employees who have been in the continuous employ of the Company for nine (9) years, but less than twenty (20) years, will be granted four (4) weeks' vacation with pay. Eligibility for the fourth week's vacation will be on the employee's employment anniversary date.

42.06 Employees who have been in the continuous employ of the Company for twenty (20) years, but less than twenty-seven (27) years, will be granted five (5) weeks' vacation with pay. Eligibility for the fifth week's vacation will be on the employee's employment anniversary date.

42.07 Employees who have been in the continuous employ of the Company for twenty-seven (27) years or more, will be granted six (6) weeks' vacation with pay. Eligibility for the sixth week's vacation will be on the employee's employment anniversary date.

ARTICLE 43 VACATION PAY

43.01 An employee meeting the eligibility requirements and having worked at least one thousand (1,000) hours in the qualifying year will be eligible for vacation computed by using the wage rate paid to the employee in his regular occupation, or at a higher rate if upgraded, for three (3) months immediately preceding his vacation. The regular work week of

employees will be used in determining the number of hours on which their vacation is based (that in forty-two (42) hours or forty (40) hours).

43.02 Employees otherwise eligible, but having worked less than one thousand (1,000) hours in the qualifying year will receive vacation pay on the basis of two percent (2%) of total earnings in the qualifying year for each week of vacation eligibility. Such employees will be required to take a minimum of two (2) weeks' vacation and will be eligible to receive all vacation pay due at that time.

43.03 Retirees may take pro-rated vacations and floating holidays at the end of the month in which they become eligible for retirement. Regular vacations must be taken prior to the end of the month of retirement.

43.04 It is understood that an employee while on vacation is not to work for or receive remuneration from other employers.

ARTICLE 44 SCHEDULE OF VACATIONS

44.01 All vacation schedules will be subject to the approval of the Department Superintendent. Vacations will normally be scheduled on a calendar week basis from Sunday to Saturday inclusive.

44.02 Employees wishing a particular vacation period will submit their preference by April 1st to their departmental superintendent. Vacation preference submitted by April 1st will be honoured on a Department Seniority basis providing such scheduling will not interfere with mill operations. No employee may use his seniority to gain vacation preference for more than the following :

- (a) June 1 to September 1 - 2 weeks
- (b) October 1 to December 1 - 1 week

until more junior employees have had an opportunity to exercise a preference. Department Reads will, between April 1-15, review vacation schedules and will make revisions and adjustments as necessary.

44.03 Vacation preferences submitted after April 1st will be honoured in the order received.

44.04 Vacation for employees who have not submitted vacation preferences by December 31st, may be scheduled by the departmental superintendent.

44.05 Should special circumstances require that an employee's posted approved vacation be cancelled during the one week period prior to its start, he will then work a full normal work week and will be paid at time and one half for all hours worked in addition to his vacation pay. The employee, at his option, may reschedule vacation for a later date with no added vacation pay. Vacations will not be cancelled or rescheduled after they have been posted as approved. Posting of approved vacations will be made one week in advance of posting of work schedules.

44.06 In the event an employee has started his vacation and is called in to work while on vacation, such call will be voluntary and the employee will work only during an emergency situation, and will be paid double time for all hours worked in addition to a call.

44.07 Scheduled vacations which are cancelled and the employee remains on the job will be posted within the department for reassignment of the vacation. The basis for eligibility will be determined by seniority. Vacation will not be provided if it would result in more than two (2) weeks' vacation during prime vacation time, unless no other employee with **less** than two (2) weeks applies for the cancelled week.

44.08 Vacations which are due during the sixteen (16) month period beginning January 1 must be taken prior to April 30th of the following year; except that employees who have vacation left and who are on Weekly Indemnity Insurance in the month of April will be permitted to take such vacation up to May 31st. Vacations cannot be accumulated for future years and vacations are not transferable. An employee cannot take pay in lieu of vacation.

44.09 In scheduling vacations in the Maintenance Department seniority within individual trades will be followed on a mill wide basis.

44.10 The Company shall make rules and regulations governing the administration of the vacation plan.

44.11 The Company is agreeable to having a Committee composed of 2 Company and 2 Union representatives who will review problems which arise associated with scheduling vacations during the summer.

ARTICLE 45 FUNERAL LEAVE

45.01 When death occurs to a member of an employee's immediate family, the employee will be granted a paid leave of absence of not more than three (3) scheduled working days, exclusive of his scheduled day or days off. Funeral leave to be increased to five (5) days, forty (40) hours (if scheduled on eight (8) hours shift) or four (4) days, forty eight (48) hours (compressed work week) for spouse, children, adopted children and stepchildren. These days must be taken within seven (7) calendar days from the day of the funeral.

45.02 The employee shall be paid for eight (8) hours at his regular straight time rate for each of the three (3) or five (5) scheduled working days

lost. If on compressed work week, he shall be paid for twelve (12) hours at his regular straight time rate for each of the three (3) or four (4) scheduled working days lost. Pay will be at straight time even though one or more of the days of the funeral leave occur on Sunday or a paid holiday. The regular straight time rate means the straight time rate of the job at which the employeewould have worked had he not been on funeral leave.

45.03 Pay will not be granted if the employee does not attend the funeral. Members of the immediate family are the employee's wife or husband, father, mother, brothers, sisters, sons, daughters, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-daughter, step-son, grandfather, grandmother and grandchildren, or adoptive parents.

ARTICLE 46 JURY DUTY

46.01 An employee required to be absent from work by reason of Jury Duty or subpoenaed as a Crown witness shall be paid the difference between jury pay or witness pay and his regular straight time hourly rate up to a maximum of his regular scheduled hours in any day.

ARTICLE 47 EMPLOYEES WISHING LEAVE OF ABSENCE

47.01 Employees wishing a leave of absence must have permission from the superintendent in charge of the department and approval of the Personnel Supervisor. An employee with two (2) or more years of service may be granted a leave of absence, up to a maximum of two (2) years, for the purpose of attending a recognized educational institution on a full time basis in connection with some Company job related studies. The request for such leave of absence must be submitted to the departmental superintendent, in

48.03 In order to qualify for this allowa. advance **permission** must be obtained from the employee's Superintendent and the Personnel Supervisor. Such **permission** may be withheld temporarily if the total number of absences would be such **as** to adversely affect efficiency. Opportunity will be given in order of job seniority. In no case will an employee be eligible for more than six (6) weeks of Block Release allowance in any one year.

48.04 If the Company prevents an employee from attending block release for two or more years, course completion requirements prior to being eligible for promotion to second class will be waived. In no case will an employee be eligible for promotion to **1st** class if he has not successfully completed course requirements.

48.05 Time off necessary to write qualifying examinations (other than supplemental exams) during scheduled working hours will be provided with pay if such exam cannot be scheduled on his time off.

48.06 **It is** also understood that if a day maintenance employee has to leave his job early to make arrangements with ~~Manpower~~ for **block** release or modular training, he will be paid for time lost up to a maximum of one (1) hour.

ARTICLE 49 TEMPORARY TRANSFER OUTSIDE BARGAINING UNIT

49.01 **An** employee who has been promoted or transferred to a job outside the bargaining unit on a regular basis, will retain for a period of six (6) months all the rights he had while in the bargaining unit. The six month period will commence the day the employee assumed the permanent vacancy.

49.02 Should circumstances make his return to the bargaining unit necessary during the ninety (90)

day period, he will be reinstated on the job he would have performed if he had not left.

49.03 A Union employee temporarily substituting for a salaried, supervisory employee will not work as both a bargaining unit employee and as a salaried supervisory employee on the same day.

49.04 If a Union employee has been scheduled to substitute for a salaried supervisory employee for a week, the upgraded Union employee will not work extra hours in the bargaining unit during that week providing other qualified employees are available. If he is substituting for less days than his normal schedule he will be allowed to work in the bargaining unit for such time as he would otherwise lose.

ARTICLE 50 AUTOMATION

50.01 A joint committee on automation will be established which shall consist of five (5) persons representing Management and five (5) representing the Union. It shall be the function of the committee to study the effects of technological changes and automation on employees and their effect on working conditions and to make such recommendations as are agreed upon to the Mill Manager, to ensure that the interest of the Company and of the employees are fairly and effectively protected.

50.02 When equipment installation or operating plans are being introduced which will reduce labour requirements, the Company and Union have agreed to review and study the effect of such changes. These discussions would cover the problem of retraining and/or relocating, as far as is possible, the men displaced by such changes, and would take maximum advantage of the time available between decision and introduction of planned changes.

50.03 In the event that it is necessary, crew will be reduced in accordance with Article 13. A regular employee with one or more years of service who is permanently set back to a lower paid job due to technological changes or automation will receive the rate of his former regular job for hours worked for a period of three (3) months, and for a further period of three (3) months he will be paid at an adjusted rate which will be midway between the rate of his former regular job and the rate of his new regular job to which he was demoted. At the end of this six (6) month calendar period, the rate of his regular new job will apply. An employee with one or more years of continuous service who is laid off from a regular job due to technological changes or automation, and who is separated from the payroll because no work is available for him, will be paid severance pay in accordance with Article 51 - Severance Pay.

ARTICLE 51 SEVERANCE PAY

51.01 All employees laid off from a regular job and separated from the payroll who have one or more years of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them. Severance pay shall not be paid due to job elimination for such causes as fire, flood or explosion.

51.02 Severance pay shall be two percent (2%) of eligible total earnings from last date of hire or one and one half percent (1½%) of his regular rate times 2,080 hours times his full years of continuous service, whichever is greater.

51.03 One half (½) of an employee's severance pay will become due after he has been laid off six (6) weeks. The second half of the severance pay will be due after the employee has been laid off three (3) months. At the request of the employee, the payment

6. severance pay due may be delayed. Severance pay will not be given **after an employee has been recalled** to work.

51.04 An employee's recall rights will not be affected in any manner because of payment of severance pay. However, if recall occurs before the severance payment **is** due (or paid, if delayed at the request of the employee), no such payment will be made. Or, if an employee **is** offered recall and **it is** refused, all severance pay rights are automatically cancelled.

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

51.06 If an employee **is** recalled after having received one half ($\frac{1}{2}$) of the severance pay he was eligible for, he will, upon return to work, retain the right to the unpaid portion if laid off a second time in excess of six (6) weeks. He will begin accumulating a new period of time which will, in addition, be credited toward any future lay-off.

ARTICLE 52 MILL DISCIPLINE

52.01 Causes for Suspension or Discharge

An employee may be suspended or discharged for any of the following reasons:

1. Refusal to comply with the Company's rules.
2. Neglect of duty.
3. Incompetence.
4. Deliberate sleeping on duty.
5. Bringing or using intoxicants on Company premises.
6. Smoking upon the Company's premises, except in designated places.

7. The giving or taking of a bribe of any nature as an inducement to obtaining work or retaining a position.
- a. Destruction of Company's property.
9. Dishonesty.
10. Reporting for duty under the influence of liquor.
11. Reporting for work under the influence of drugs or using drugs on Company premises except as prescribed by a licensed physician.
12. Disorderly conduct.
13. Disobedience.
14. Failure to report accidents at time of occurrence.
15. Any action considered to be to the detriment of good operation of the mill or which might affect the welfare or safety of a fellow employee.

ARTICLE 53 APPLICATION OF DISCIPLINE

53.01 A departmental foreman or superintendent shall have authority to suspend from **service** any employee under his supervision who violates the rules of the Company or the laws of the land while such employee **is** on duty or on the Company's premises. He **shall advise the employee of his** reason for such action.

53.02 Prior to application of suspension or discharge an employee is entitled to a hearing at which time he will be advised of the final disposition of discipline. **This** hearing shall take place within 48 hours of the incident (Saturdays, Sundays and Holidays excluded) and the employee may be accompanied by a Union representative if he so desires.

54.03 If an employee has clear record for a one (1) year period his record shall be considered clear, excepting absenteeism which is provided for in Article 54.

ARTICLE 54 PENALTIES FOR ABSENTEEISM

54.01 Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:-

- 1, First case - Instruction and warning.
- 2, Second case - Instruction and up to three (3) days lay-off.
- 3, Third case - Instruction and lay-off subject to discharge.

54.02 It is understood that should an employee have a clear record for a twelve-month period between Steps "1" and "2" or Steps "2" and "3" or after Step "3", his record shall be considered clear.

ARTICLE 55 ADJUSTMENT OF COMPLAINTS

55.01 If a complaint arises which an employee wishes to take up with the Company, the employee involved will first discuss his difference with the foreman who took the action with which the employee disagrees. Such matter must be brought to the attention of the foreman within five (5) working days of occurrence. While the employee has the right to be accompanied by his departmental union representative, the employee himself must be present at this initial stage of the grievance procedure.

55.02 If the employee is not satisfied with the decision of the supervisor, he shall then, within an additional five (5) working days, submit the grievance in writing and present it to the supervisor who shall then respond in writing to the grievance within five (5) working days. If not settled, the matter may,

within a further two (2) working days, be presented to the departmental superintendent by the employee and/or his departmental union representative.

55.03 If within three (3) working days the matter is not satisfactorily resolved by the departmental superintendent, then, within two (2) working days, the Union Grievance Committee may present the grievance in writing to the Mill Manager or his representative.

55.04 Within five (5) working days, after receipt of same, the Mill Manager or his representative shall make a reply in writing stating the adjustment, if any, he has made.

55.05 If the Mill Manager's reply fails to resolve the grievance, the matter may then within ten (10) working days, be referred in writing to the Vice-president - Manufacturing or his representative, and a National Officer of the Union.

55.06 If the matter is not satisfactorily resolved within thirty (30) days, and if it is an alleged violation of the Labour Agreement, it may be referred to a Board of Arbitration composed of three members, one of whom shall be appointed by the Company, one by the Union and the two so appointed shall select the third, who shall be Chairman. If the selection of a Chairman is not agreed upon within five (5) days, the Minister of Labour for the Province of New Brunswick shall be requested to name the Chairman. It is understood that the function of the Board of Arbitration shall be restricted to the interpretation and application of the provisions of this Agreement. It shall deal only with the specific questions submitted to it and shall not attempt to add to, subtract from or alter in any way the provisions of this Agreement. The Board's decision shall be final and binding on both parties.

55.07 Each of the **parties** hereto will bear the expense of the arbitrator appointed by **it and the parties** will jointly bear the expense of the Chairman and the Board as a whole.

55.08 If an employee is thought to have been unjustly discharged or laid off, his case shall be reported in writing to the Mill Manager within forty-eight (48) hours and, if on investigation he is found to have been unjustly discharged or laid off, the employee shall be reinstated without lost time.

55.09 Saturdays, Sundays and holidays are excluded in calculating the time limits specified in the grievance procedure.

ARTICLE 56 GROUP LIFE ASSURANCE, WEEKLY INDEMNITY AND LONG TERM DISABILITY PLANS

56.01 The Group Life Assurance, Weekly Indemnity and Long Term Disability Insurance and Blue Cross Hospitalization, Medical and Dental Plans form part of this Agreement. **It is** understood that the Company may enter into contracts with insurance companies and/or may self-insure to provide the negotiated benefits of the Plans. A copy of all applicable master insurance policies shall be given to the Union, along with any amendments as they occur. No change to any policy shall be made that may result in a reduction in the level of negotiated benefits except by mutual agreement by both parties.

ARTICLE 57 GROUP HOSPITALIZATION, DENTAL, SURGICAL AND MEDICAL PLAN

57.01 The Group Hospitalization, Dental, Surgical and Medical Plan form part of this agreement and **is** fully Company paid.

57.02 The current Blue Cross Dental Plan "G" will be continued which provides payment of covered

services at 100% of the dentist's usual and customa fee up to 100% of the current N.B. Dental Society Fee Guide.

57.03 The Company agrees to freeze the present level of employee contribution through December 31, 1986. Effective January 1, 1987 any premium increase will be absorbed equally by both parties. Effective January 1, 1985 the Dental Plan will be liberalized to provide "Additional Benefits" and Orthodontic Care. The eligible services available to the participants shall mean payment for the following dental services at 50% of the dentist's usual and customary fee(s) up to 50% of the current N.B. Dental Society Fee Guide.

57.04 The total payment for any benefit or combination of benefits listed under "Additional Benefits" of the Blue Cross contract shall be limited to a maximum of \$500 per participant in any calendar year. Orthodontic benefits are limited to a lifetime maximum of \$500 per participant.

57.05 Health Care Benefits

The benefits of this program relate to three basic areas of expense as follows:

- A. Supplementary Hospital Benefits - covering hospital expenses and the excess of semi-private room accommodation over standard ward costs:
- B. Extended Health Benefits - covering medical expenses not covered under basic Provincial medicare:
- C. Prescription Drug Benefits - covering a broad range of prescription drugs and certain other commonly-used medications.

Each of these areas is described in more detail later in this summary.

You are eligible if you are a full-time hourly paid **employee** covered under Local 160 and resident in Canada. Your eligible dependents are your spouse and unmarried dependent children. Dependent children are normally eligible up to the end of the year in which their 19th birthday occurs, but can be covered **up** to age 25 if they are full-time students or mentally or physically disabled. If you have dependent children over age 19 who should be covered, Blue **Cross** must be specifically advised each year.

You become eligible for this coverage after 6 months of continuous service. **It is** important to note that you must enroll yourself and your dependents within 31 days of marriage.

Your insurance will automatically terminate on the earliest of the following dates:

1. The date the group insurance policy terminate, or,
2. The end of the month in which you cease active work, except that:
 - a. if you are absent from active work due to an injury or sickness, your insurance may be continued;
 - b. if you become totally disabled or retire prior to age 65, you will be transferred at the end of that month to the group policy for retired employees.

Your dependent's insurance will automatically terminate on the earliest of the following dates:

1. The date dependent coverage is **terminated** under the Group Insurance Policy;

2. The date your employee insura. terminates; or
3. The date your dependent no longer qualifies as a dependent under the policy.

57.06

Extended Health Benefits

The plan pays 80% of the actual cost (up to the specified- ~~maximum~~ eligible expenses) of the following items:

Hospital costs in a public general hospital outside Canada, including in- patient and out- patient services, when not covered by a government program.

Charges for private duty nursing in your home by a registered nurse, provided the service is recommended by the attending physician. The maximum eligible expense is \$5,000 per person in any 12 consecutive month period.

Charges for professional ambulance or **air** ambulance to and from the nearest appropriate hospital.

Charges for an accompanying registered nurse **as** an ambulance attendant, when medically necessary, to a maximum of \$300 per person in any 12 consecutive month period.

Charges for orthopedic shoes **as** prescribed by a physician, including repair and adjustments, up to a maximum eligible expense of \$40 per person in any 12 consecutive month period.

Charges for molded arch supports, excluding replacement except for pathological reasons, as prescribed by a physician, to a lifetime maximum of \$70 per person.

Charges for hearing aids as prescribed up to a maximum **eligible** expense of \$300 per **person** in any 7-year period..

Vision Care: The existing Blue Cross Health Plan will be amended to pay for the following benefits at 100% of the eligible expenses.

Charges for refractions by a registered, licensed optometrist or ophthalmologist and/or eyeglasses, including lenses and frames, when prescribed by a registered, licensed optometrist or ophthalmologist. This vision care benefit has a maximum total eligible expense of seventy-five dollars (\$75.) per participant in any twenty-four (24) consecutive months for participants over eighteen (18) years of age or twelve (12) consecutive months for participants under eighteen (18) years of age. Within the maximum total eligible expense of seventy-five dollars (\$75.) for this benefit, the maximum eligible expense for eye refractions is twenty dollars (\$20.) and for frames is thirty dollars (\$30.).

Hardex Industrial Safety Glasses are a benefit of this extended health plan within the limitations specified in the preceding paragraph, while sunglasses or glasses for cosmetic purposes are not eligible as benefits under this contract.

Contact Lenses: Charges for contact lenses when prescribed by a licensed ophthalmologist for ulcerated keratitis; severe corneal scarring, keratoconus (conical cornea) or aphakia, provided sight can be improved to at least the 20/40 level by contact lenses but cannot be improved to that level by spectacle lenses. The total maximum eligible expense is

two hundred dollars (\$200.) in any period
twenty-four (24) consecutive months.

57.07 Prescription Drug Benefits

The plan pays the excess over \$1 of the cost of drugs prescribed by a physician. Excluded from coverage are non-prescription drugs, contraceptive preparations (except oral contraceptives), diagnostic, experimental and research drugs and drugs furnished while an in-patient or out-patient by any hospital. Also excluded is the cost of eligible prescription drugs in excess of a supply sufficient for 34 consecutive days or the cost of a refill on a prescription more than one year after the original date of issue. In addition, if your spouse is eligible for prescription drugs provided under a Provincial Government plan, such drugs are excluded from this plan.

57.08 Dental Care Benefits

This program covers expenses such as basic benefits • charges for diagnostic and preventive services, fluoride treatments and most basic dental procedures.

You are eligible if you are a full-time hourly paid employee covered under Local 160. Your eligible dependents are your spouse and unmarried dependent children. Dependent children are normally eligible up to the end of the year in which their 19th birthday occurs, but can be covered up to age 25 if they are full-time students or mentally or physically disabled. If you have dependent children over age 19 who should be covered, you must specifically advise Blue Cross each year.

You become eligible for this coverage after 6 months of continuous service. It is important to note that you must enroll yourself and your dependents within 31 days of this date or you may have to submit evidence family coverage within 31 days of marriage.

This plan pays for **the** following services, up to 100% of the current applicable dental society fee guide:

DIAGNOSTIC

Clinical Oral Examination

Initial oral examination of new patient with report *Periodical oral examination of previous patient (*Limited to one in any 6 month period)
Consultation with referred patient with report

Radiograph • including interpretation (up to 3 films)

- *Panoramic Films
- *Full mouth series, including bite-wings (*Limited to one in any 12 months)

PREVENTIVE SERVICES

Prophylaxis (cleaning and scaling)

- *Deciduous (primary)
- *Mixed Dentition
- *Topical fluoride only
- *Permanent dentition
- *Emergency treatment, palliative (*Limited to one in any 6 months)

SURGICAL SERVICES

Surgical removal (extraction) of erupted tooth
Surgical removal (extraction) of impacted teeth
Soft tissue coverage
Partial bone coverage
Complete bone coverage
Surgical removal of residual roots
Soft tissue coverage
Bone tissue coverage

ARTICLE 58 COMPENSATION

58.01 The Company operates under the rules and regulations laid down by the New Brunswick Workers' Compensation Board.

58.02 In undisputed Workers' Compensation cases, if an employee is not receiving compensation payment through no fault of his, he will, upon request, receive from the Company uninterrupted payment cheques in the amount not to exceed \$350 per week. Such payment will be made available provided the employee signs a form authorizing payments under W.C.B. to be forwarded c/o Fraser Inc. in order to provide prompt reimbursement to the Company.

58.03 When an employee receives medical clearance to return to work and the Company disputes his return, the employee will be provided a cash advance of \$350 per week up to a maximum of four (4) weeks. It is the intent to resolve the issue in a timely manner.

APPENDIX "B"

ARTICLE 59 WEEKLY INDEMNITY INSURANCE PLAN

(The following **is** a brief summary of some of the benefits for which you may be eligible. All rights with respect to benefits will be governed solely by the Group Master Policy issued by the Insurance Company, details of which may be obtained from the Personnel Department.)

59.01 The Company shall provide at no premium cost to the employees a Weekly Indemnity Insurance Program administered in accordance with the terms of the Insurance Policy and containing the following governing provisions.

59.02 Participation
Participation in this Plan **is** limited to regular employees who have completed three (3) months of employment since last date of hire, or casual employees with six (6) months of employment since **last** date of hire, with the Company.

59.03 Amount of Disability Benefits
Effective the first of the month following ratification for disabilities commencing on or after the effective date.

The amount of disability benefits shall be seventy percent (70%) of an employee's wage subject to a maximum weekly disability benefit of \$347.00 for the first four (4) weeks of benefit payments.

Effective July 1, 1985, the maximum weekly disability benefit for the first (4) four weeks of benefit payments shall be increased to \$361.00.

Effective July 1, 1986, the maximum weekly disability benefit for the first (4) four weeks of benefit payments shall be increased to \$379.00.

59.04 "Wage" means an employee's regular scheduled straight time weekly earnings, based on 40 times his regular straight time classified rate, if a day worker, or 42 times his regular straight time classified rate, if a tour employee.

59.05 The amount of benefit shall be reduced by any payments to which the employee may be entitled to under the C.P.P./Q.P.P. disability plan and/or Workers' Compensation.

59.06 The benefit structure will be adjusted twice annually, on January 1 and July 1,

59.07 Any employee not actively at work on the effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active employment.

ARTICLE 60 ELIGIBILITY FOR PAYMENT

60.01 The Weekly Indemnity for disability from injuries shall commence on the 1st day of such disability, and the Weekly Indemnity for disability from sickness or disease shall commence on the 4th day of such disability. Effective March 1, 1979, if because of sickness, an employee is confined to a hospital within six (6) days of the date he ceased to work due to this sickness, the Weekly Indemnity shall commence on the 1st day of the disability.

60.02 The Weekly Indemnity shall be paid for not exceeding fifty-two (52) consecutive weeks during each period of disability.

60.03 Employees aged 65 and over will not be entitled to receive Weekly Indemnity benefits.

60.04 Employees shall not be entitled to receive Weekly Indemnity benefits for any week for which they receive vacation pay from the Company.

60.05 In undisputed Weekly Indemnity cases, an employee **is not** receiving benefit payments through no fault of his, he **will**, upon request, receive from the Company uninterrupted payment cheques in the amount not to exceed \$275 per week. Such payment will be made available providing the employee signs a form agreeing to reimburse the Company for the amount advanced to him.

~~60.06~~ When an employee receives medical clearance to return to work and the Company disputes his return, the employee will be provided a cash advance of \$275 per week up to a maximum of four (4) weeks. **It is** the intent to resolve the issue in a timely manner.

ARTICLE 61 LONG TERM DISABILITY BENEFIT PLAN

The Company shall provide, at no premium cost to the employees covered by this Agreement, a Long Term Disability Benefit Plan, administered in accordance with the terms of an insurance policy, or the Company may elect to self-insure, but, in any event, the Plan shall contain the following governing provisions:-

61.01 Eligibility
The Long Term Disability Benefit Plan shall be compulsory for all employees, who are participants in, and who are covered under the terms of the Fraser Inc. Weekly Indemnity Benefit Plan.

61.02 Qualifying Period
An insured employee shall be eligible to receive a Long Term Disability benefit after a qualifying period of fifty-two (52) weeks of benefits for the same disability under the weekly indemnity plan or from the Workers' Compensation Board following a compensable accident, providing proof of disability is submitted within ~~six~~ (6) months following the qualifying period.

61.03 Definition of Disability

"Disability" shall mean an inability on the part of the insured, because of disease or injury, to perform the duties of his own regular occupation during the first twelve (12) months of payments under this plan; and thereafter an inability to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

61.04 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 13 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 10.05 or 10.06 as the case may be.

61.05 For claims resulting from disabilities incurred after the date of ratification, the LTD plan now in effect will provide a benefit of 55% and the maximum is changed from \$1500 to \$1650 per month. Effective July 1, 1986 the maximum is increased from \$1650 to \$1800 for those cases of disability commencing on or after July 1, 1985.

61.06 The amount of benefit shall be reduced by any payments to which the employee may be entitled under the C.P.P./Q.P.P. disability plan, (except increases in such amounts occurring twelve (12) months or more after disablement), Workers' Compensation excepting permanent partial disability awards previously granted for prior injuries or Unemployment Insurance.

61.07 While receiving benefits under this Plan, an employee will continue to accrue pension benefits at no cost to him, in an amount equal to two percent

(2%) of benefits payable under the Insurance Plan (before any reduction of benefits stipulated under section 5(b) of this Plan). Death benefits will not accrue during this period, except with respect to interest on the employee's contributions made prior to commencement of L.T.D. benefits.

ARTICLE 62 BENEFIT PERIOD

62.01 Benefit will be paid for one month for each completed month of service prior to the onset of disability, while the employee is disabled.

ARTICLE 63 DURATION OF BENEFITS

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

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

63.02 On retirement, which shall occur on the date on which benefits are first payable without reduction under the early retirement provision of the Fraser Inc. Pension Plan (currently age 61). The service restriction of twenty (20) years with respect to unreduced early retirement benefits will be waived for employees affected by this proposal.

63.03 On death; or,

63.04 Attainment of age 65, (If not a member of the Company Pension Plan.)

ICLE '64 PARTICIPATION IN GROUP LIFE INSURANCE

64.01 Co-incident with the date on which an employee first becomes eligible to participate in the Long Term Disability Benefit Plan, he **shall** cease to be eligible for any benefits payable for Total and Permanent Disability as provided for under Section XIV of the General Provisions of Sun Life Assurance Company of Canada **Group** Policy No. **933-G**.

64.02 An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, **will** continue to enjoy Group Life Insurance coverage at no premium cost to him.

ARTICLE 65 EXCLUSIONS

65.01 An insured employee receiving Long Term Disability Benefit payments shall not accumulate credit for vacation or holidays.

65.02 Benefits under the Long Term Disability Plan **will** not be payable for claims resulting from:

(i) **Any** injury arising out of or sustained, while doing any **act** or thing pertaining to any occupation or employment for remuneration or profit,

or

(ii) **Any** injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation,

or

(iii) Self-destruction or **any** self-inflicted injury, while sane or insane,

or

(iv) Disability for which the employee is not under the treatment of a physician,

or

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

ARTICLE 66 REHABILITATION

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

66.02 In consideration for the Weekly Indemnity and Long Term Disability Plans, any and all rebates from Unemployment Insurance will continue to be retained by the Company.

66.03 A Joint Claims Review Committee will be established in each mill consisting of two members of management and two representatives of the local Union. It will be the function of this committee to monitor claims experience, for Weekly Indemnity and L.T.D. on a quarterly basis, and to recommend measures for improving claims experience.

GROUP LIFE INSURANCE

(The following is a brief summary of some of the benefits for which you may be eligible. All rights with respect to benefits will be governed solely by the Group Master Policy issued by the Insurance Company, details of which may be obtained from the Personnel Department.)

ARTICLE 67 PLAN "A"

67-01 Employees covered by the Group Life Insurance prior to July 1, 1963, may at their option, for the term of this Agreement, retain their present insurance plan, to be referred to as Plan "A", (subject to withdrawal of permanent and total disability provision, replaced by a waiver of premiums after twelve (12) months' disability, when they become eligible for coverage under Long Term Disability Insurance) and will continue contributions on the basis of 60¢ per month per \$1,000 of coverage.

67-02 For employees who elect to retain their Plan "A" coverage, the maximum amount of life insurance to be kept in force for the term of this Agreement after reaching age 65 will be the amount in force as at December 31, 1970. This amount will be reduced by 50% with a minimum coverage of \$2,500 on attaining age 70. The Company will absorb the total cost of this coverage.

PLAN "A"

<u>Employee's Regular Classified Hourly Rate</u>	<u>Amount of Insurance</u>	<u>Employee's Monthly Contribution</u>
Up to \$3.52	\$10,500	\$6.30
\$3.53 but not more than \$4.04	\$12,000	\$7.20
\$4.05 but not more than \$4.61	\$13,500	\$8.10
\$4.62 but not more than \$5.08	\$15,000	\$9.00
\$5.09 but not more than \$5.54	\$16,500	\$9.90
\$5.55 but not more than \$6.06	\$18,000	\$10.80
\$6.07 but not more than \$6.52	\$19,500	\$11.70
\$6.53 but not more than \$7.04	\$21,000	\$12.60
\$7.05 but not more than \$7.56	\$22,500	\$13.50
\$7.57 but not more than \$8.08	\$24,000	\$14.40
\$8.09 but not more than \$8.54	\$25,500	\$15.30
\$8.55 but not more than \$9.06	\$27,000	\$16.20
\$9.07 but not more than \$9.58	\$28,500	\$17.10
\$9.59 or over	\$30,000	\$18.00

Changes in the amount of insurance coverage will be made twice annually, on January 1 and July 1.

ARTICLE 68 PLAN "B"

68.01 Employees covered by the Group Life Insurance Plan after July 1, 1963, all new employees when eligible and employees covered prior to July 1, 1963, who so elected when canvassed, will be covered by the Group Life Insurance Plan "B".

68.02 Life Insurance Plan "B" provides coverage of \$25,000 for all employees enrolled and is mandatory for all new employees upon completion of six (6) months' continuous service.

68.03 Insurance coverage reduces to \$2,500 with no further premiums payable by the employee at early or regular retirement.

68.04 No benefit shall be payable in the event of permanent and total disability. However, insurance premiums shall be waived after twelve (12) months of disability and such waiver shall continue so long as the employees remain disabled.

68.05 Employees covered by Insurance Plan "B" shall be covered, while in the active employ of the Company, for \$25,000 accidental death and dismemberment insurance.

68.06 Company to pay full premium, effective the first of the month following ratification.

ARTICLE 69 PENSION PLAN

69.01 The Pension Plan for the employees of Fraser Inc. at Edmundston and Atholville, covered by Labour Agreements with the Canadian Paperworkers Union, forms part of this Agreement.

69.02 Prior Service Improvement
For service rendered from January 1, 1979 to December 31, 1980, an increase from 2.0% of contributory earnings to 2.65% of contributory earnings.

69.03 Subject to the approval by Revenue Canada and to all provincial laws, the Company agrees to the following amendments to the Pension Plan:

69.04 Pension Benefit
Any member retiring on or after July 1, 1984 and before July 1, 1987 under the terms of the Early Retirement or Normal Retirement provisions of the Plan will receive a pension benefit equal to the greater of:

a) The benefit accrued to the date retirement under the existing Plan, or;

b) 1.65% of the member's average annual earnings during the five (5) years prior to July 1, 1987 for which his earnings were the highest multiplied by the number of years (including fractions) of Continuous Contributory Service prior to his retirement less 1/35 of the C/Q?? benefits in effect in the calendar year of retirement multiplied by the number of years (including fractions) of Continuous Contributory Service between January 1, 1986 and his date of retirement. Earnings for the purpose of this calculation shall be the employee's classified rate multiplied by his normal scheduled hours (currently 40 hours per week for day employees and 42 hours per week for tour employees).

(c) Benefits payable upon early retirement shall be subject, when applicable, to the reduction factors and other conditions provided under the terms of the basic Plan.

69.05 Adjustment of Earnings

In the event that an employee's earnings in any of the five 12-month periods immediately preceding his retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the employee's earnings for that period will be adjusted to reflect his normal annual schedule of hours, provided the employee has been actively at work for at least 3 months during that 12-month period. For a disabled employee, the classified rate to be used for this adjustment shall be the classified rate in effect immediately preceding the onset of his disability.

69:06 All the foregoing provisions of Clause 69:04 shall also apply to any employee retiring after June 30, 1987, on his Normal Retirement Date, but

before a new labour agreement is negotiated. For purposes of this provision only, Normal Retirement Date shall include retirement dates of employees who become ineligible to continue receiving LTD benefits because they become eligible to retire with unreduced pensions. (currently at age 61)

§9.07 Employee Contributions
Effective January 1, 1983, employee contributions to the Fraser Inc. Pension Plan will be 5% of earnings minus C/QPP contributions.

Earnings for the purpose of this calculation shall be the employee's classified rate multiplied by his normal scheduled hours (40 hours per week for day employees and 42 hours per week for tour employees), including vacation and holiday pay.

The parties agree that if at any time following the date of signing of this memorandum, the government(s) take action affecting the level of contributions required to the C/QPP or the level of benefits provided by these plans, a meeting will be held to discuss adjustments to the formula which would be required in order to maintain the principle of cost-sharing as intended at the date of signing.

§9.08 Future Service Normal Pension Accrual
The Company agrees to maintain the present ratio for calculating Future Service Normal Pension accruals, which is fifty percent (50%) of employee contributions.

§9.09 Bridging Supplement
Any member in service electing early retirement effective July 1, 1984 at age 61 and over, provided he has accumulated at least twenty (20) years of service, will be eligible for a bridging supplement of \$18.00 per month multiplied by the number of years (including fractions) of Continuous Contributory Service up to a maximum of thirty (30) years credited

service. The bridging supplement shall commence on the member's Early Retirement Date and terminate in the month in which he becomes eligible to receive benefits under the C/QPP and/or the Old Age Security Act, or in the month **immediately** following his death, which ever first occurs.

69.10 Employees Eligible

Employees hired after the date of ratification shall join the plan after six (6) months of Continuous Service, provided they are under age fifty-five (55) when they complete the **six (6)** months of required service.

69.11 Pension Plan Adjustment

Pension Plan benefits for an employee taking his retirement after July 1, 1984 will be increased by 5% at each anniversary date of his retirement occurring prior to June 30, 1987,

The foregoing adjustments will be reduced by any pension adjustment that **may** be imposed on the Company through any future Government legislation.

ARTICLE 70 CONTRACTING OUT

70.01 The Company will meet with the Union to review and discuss work on mill premises before being contracted out to assure the fullest possible understanding.

70.02 The Company agrees not to contract out regular and normal maintenance work on Ashbyville Mill buildings and equipment which is to be performed at the mill location. This Agreement shall not be interpreted to prevent the Company, at its discretion, from contracting out new construction or the installation of new equipment, from having specialized repairs done by equipment manufacturers or their representatives, or from contracting for specialized services for which the mill is not equipped or for

which but crews do not have the skills necessary to perform the function in an efficient manner.

70.03 When necessary to rent outside equipment for use in the mill which our own equipment cannot do or perform the Company will not be required to supply an operator with rented equipment. It is understood that if there is an overload of work for mill equipment the Company and the Union will meet to review the need for outside equipment as is the practice on outside contractors.

ARTICLE 71 GENERAL

71.01 Employees' Automobiles
Employees' automobiles shall not be allowed on the mill premises without a special pass from the Mill Manager's office.

71.02 Removing Company Property
Materials which are Company property shall not be removed from the premises unless covered by a purchase order or material pass.

71.03 Employees Entering Mill When Off Duty
An employee wishing to enter the mill property at any time other than when reporting for work must obtain a pass from the Personnel Office.

71.04 Mill Passes
Mill passes are available daily between the hours of 9:00 a.m. and 11:00 a.m. and between 2:00 p.m. and 4:00 p.m., except Saturday. No passes will be issued on Saturday after 11:00 a.m. or on Sundays or holidays, except by special arrangement with the Mill Manager.

71.05 Posting of Notices
Notices shall not be posted in the mill, except upon the official bulletin boards and after permission for doing so has been obtained from the Personnel Department.

71.06 Mill passes will be provided to the Executive Committee of Local 160,

71.07 The Company will pay the cost of renewal of trade and steam plant licenses as required by the Company.

ARTICLE 72 GENERAL MAINTENANCE

72.01 Metric Tool

Where an employee already owns a tool in Imperial measure and is required by the Company to add the equivalent tool in metric measure, the Company will reimburse 50% of the reasonable cost of the metric tool. However, if a government allowance program is reinstated then the Company will reimburse 50% of the balance remaining after applying the government allowance.

~~72.11~~ It it becomes necessary for the Company to add a tradesman, above the helper level, to its maintenance crew, the Company will review the situation with officials of the Union, with the intent that both parties will arrive at a mutually satisfactory solution to the problem.

72:12 A journeyman when exercising the responsibility of a lead hand as outlined in Clause 3 of the T.Q.R. will receive an additional twenty-five cent (25¢) per hour.

ARTICLE 73 SIDE AGREEMENT ON APPROVED CHANGES TO T.Q.R.

Amendment to be as follows:-

Eliminate Section 8, A to E inclusive, found on Page 3 of existing T.Q.R. booklet. Replace said Section 8, as follows:-

The following **are** the educational requirements for employees entering the maintenance trades as helpers.

1st Choice Graduate of a grade twelve high school course, along with successful completion of a one-year Trade School course in the trade **applied** for. If none are **available**, the screening would continue.

2nd Choice Graduate of a grade twelve Academic High School Course. If none are available, the applications would be screened as follows:

3rd Choice Graduate of a grade twelve Industrial Arts High School course who has done well in his course.

Other candidates would not be considered suitably prepared for the trades.

ARTICLE 74 FIELD SERVICE DEPARTMENT

74.01 Preamble: The purposes of this Agreement are:-

74.02 To provide the maximum flexibility **so** as to permit the Company to accomplish alterations to its mill facilities in the most efficient and economic way possible.

74.03 Where practical and men of the required skills and ability are available, to give opportunity to employees laid **off** from Fraser operations and to local residents to work on Field Service projects in Atholville.

74.04 To provide employees hired for Field Service work by Fraser with benefits accruing to Fraser employees under the terms of the existing Labour Agreement without infringing on the rights of

regular mill employees or in any way restricting the freedom of the Company to add to, **subtract from** or eliminate Field Service forces as it may determine to be in its best interest.

74.05 To assist the **Company** in providing facilities which will improve the competitive position of Fraser and, hence, the security of **its** operations and regular employees.

74.06 Fraser Inc. recognizes the Canadian Paperworkers Union and its Atholville Local No. 160 as bargaining agents for **all** Company employees assigned to Field Service work at its Atholville Mill in Atholville, N.B., except Professional, Supervisory, Safety and Security Employees and those excluded by the New Brunswick Labour Relations Act.

74.07 The Company retains the right to contract to others as **it deems** desirable *any* or all construction work.

74.08 **Regular employees of Fraser who may** be assigned to its Field Service forces will continue to hold and accrue job, department, and mill seniority in the jobs and departments from which they were transferred and may be returned to such positions at any time with full seniority on the **jobs** they previously held or to which they would have been entitled if they had not been transferred to the Field Service Department.

74.09 Regular employees who are in a lay-off **status** at the time of transfer to its Field Service forces will neither shorten nor lengthen their retention of regular seniority by reason of such transfer. In the event a laid-off regular employee holding regular seniority is recalled to regular work while employed in the Field Service Department, he may return to regular employment to re-establish his regular seniority.

74.10 Regular maintenance personnel assigned to **the Field Service Department may be promoted but will** upon return to the maintenance crew be returned to that classification and rate they would have held had they not been assigned to the Field Service Department.

74.11 Employees assigned to the regular maintenance forces whether as a replacement for men transferred to the Field Service Department or otherwise will follow the normal job bidding procedure and must meet all normal mill maintenance job requirements. In the event of their subsequent lay-off caused by return of regular men to mill maintenance or by reduction in maintenance staffing, such employees will hold all normal seniority rights in accordance with the Labour Agreement.

74.12 The Company will, at all times, determine the size of its Field Service forces in regard to total complement, crew sizes, balance and numbers of men of various skills required and complement of helpers and the classification of tradesmen of such skills.

74.13 Employees hired into the Field Service Department will be bound by and will enjoy all the rights and benefits provided by the Labour Agreement except as otherwise specified in this Agreement and except specifically that they will not have job bidding rights to mill jobs and they will not accrue job, department or mill seniority.

74.14 Employees transferred to the Field Service Department from the mill maintenance forces will suffer no reduction in classification as the result of such transfer to construction.

74.15 Employees hired directly into the Field Service Department will have their classification determined by the Company at time of hire. The

Company retains the right to promote such employee at any time and during the first thirty (30) days of employment to release an employee at its sole discretion or to demote the employee if, in the opinion of the Company, the employee does not satisfactorily meet the qualifications of the classification into which he has been hired.

74.16 Field Service employees will not be subject to Trades Qualification Requirements and will not be entitled to automatic progression.

74.17 The Company will, at its discretion, determine its manning needs at all times in each classification. In the event of a reduction in the number of men required in any classification men will be laid off in inverse order of their knowledge, skill, and ability and where these are approximately equal, preference for retention will be given to local residents, where these factors are equal, lay-off will be in inverse order of hire.

74.18 Employees laid off from the Field Service Department will, if rehired within thirty (30) days from date of lay-off, be considered as having continuous service.

ARTICLE 75 JOB CLASSIFICATION PLAN

75.01 The Company and the Union are committed to the implementation of the Industry Job Classification Plan. The Company agrees to implement the Job Classification Plan on January 1, 1984 for Atholville and Edmundston Mills.

75.02 Wage classification rates determined by the Job Classification Plan shall become effective retroactive to January 1, 1984.

75.03 The Job Evaluation Program shall establish 31 classifications according to the attached scale as of June 30, 1982.

75.04 The Job Description and Classification must be completed before June 1, 1984 for Edmundston and January 1, 1985 for Atholville.

75.05 Jobs covered under this Plan will be those listed in the Labour Agreements under "Eligibility for Union Membership" for the Edmundston and Atholville Mills respectively excluding Maintenance and Garage employees.

75.06 Mill Committees
Mill Committees will be formed and be composed of equal representation of the appropriate union and local management. The composition of the mill committees will be as mutually decided at each mill location. Each committee will elect its own chairman and secretary. The function of the mill committees will be to:

- a) Agree as to accuracy and adequacy of job descriptions;
- b) Recommend jobs for consideration by the Joint Classification Committee;
- c) Assist the Joint Classification Committee to properly classify jobs.
- d) Establish priority of review by Joint Classification Committee;
- e) Retain in good order, records of all work conducted by the committee.
- E) Mill Committee to select incumbent whose job is to be described.

75.07 Joint Classification Committee will consist of two representatives of the unions and two representatives of company involved. The Committee will meet periodically to:

- a) Classify jobs when requested by the Mill Committees;
- b) Report results to the Mill Committees and the Senior Committee;
- c) Unanimous decisions of this committee will be binding on all parties;
- d) Retain in good order records of all work conducted by the Committee.

75.08 Senior Committees will consist of a senior officer of the appropriate union and a company representative of the company involved. The Senior Committees will:

- a) Settle Job Classifications that have not been unanimously agreed by the Joint Classification Committee;
- b) Periodically review the administration of the plan and alter any phase of it that is mutually acceptable to all Senior Committees.
- c) Unsettled differences in the Senior Committees will be referred to the next negotiation of the Labour Agreement.

75.09 Job Description are the heart of the whole plan. They record the information required by the committee in order to fairly classify jobs.

In preparing job descriptions the procedure will be as follows:

a) The job' description writer will first interview the incumbent personally.

b) The writer will then verify the results with the incumbent's supervisor.

c) When the incumbent and his supervisor are in accord on the facts contained in the description it will be submitted to an appointed department representative of the Union for review and approval.

d) When approved it will be forwarded to the local Joint Committee for final approval and will then be forwarded to the Joint Evaluation Committee.

75.10 Differences as to job content, specifications, etc., are to be satisfactorily resolved at the local level so that the Classification Committee will have a document that is not subject to later criticism from any quarter.

75.11 Two job description writers (1 Company, 1 Union) and the members of the Local Committee will be trained. The hours of work for job description writers will be from 8:00 a.m. to 5:00 p.m. and they will be paid at their classified rate. Two job description writers will be utilized on a full time basis until such time as all job descriptions are completed. Meetings of the Local Committee will be held between 8:00 a.m. and 5:00 p.m. and members of the Local Committee will be paid at their classified rate when attending these meetings.

75.12 Job description writers will continue to accumulate job and departmental seniority on their regular jobs. When the job descriptions are completed, the job description writers will return to their regular jobs and will retain seniority rights to any

promotions that have taken place during the period they spent writing job descriptions.

75.13

a) An existing rate which is higher than the rate established by the Job Classification Plan (including any general increase, but excluding any increase in the Job Classification wage scale) shall be designated as "Red Circle".

b) Employees whose rates are red circle will receive the full amount of any future general wage increase.

c) 1) An employee who has not established red circle coverage prior to the date the plan became effective and who replaces on a red circle job will be paid the rate established by the Job Classification Plan.

ii) An employee who has established red circle coverage prior to the date the plan became effective and who replaces on a red circle job will be paid the red circle rate.

Red circle coverage is established by a person if he had job seniority on a classification with a Red Circled rate prior to the implementation date or if he was a member of the department with a regular classified job in the line of progression and during the year prior to implementation was a replacement receiving the Red Circled rate.

75.14

In order that no employee having red circle coverage prior to the date the plan became effective will receive less favourable treatment than he would have received if the Job Classification Plan

If not been implemented, the following will apply:

75.15 Should there be a downgrading of a job in a line of progression, any employee having red circle coverage on the downgraded job prior to date the plan became effective who returns to this downgraded job will receive the rate he was previously paid, or the rate established by the Job Classification, whichever is the greater and vice-versa if he returns to his up-graded job, he will receive the rate he was previously paid or the rate established by Job Classification, or the higher of the two.

75.16 Red circle coverage is established by a person if he had job seniority on a classification with a Red Circled rate prior to the implementation date or if he was a member of the department with a regular classified job in the line of progression and during the year prior to implementation was a replacement receiving the Red Circled rate.

75.17 When a new job is created, this job will be classified and the new rate will be retroactive to the date the new job was established.

75.18 In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee the preparation of a new job description for submission to the Joint Classification Committee for evaluation.

75.19 Incentive rates presently allowed to employees of the Steam Plant will continue to apply apart from Job Evaluation.

ARTICLE 76 COMPRESSED WORK WEEK

76.01 It is agreed that the Company can increase its current tour maintenance coverage in order to meet future mill requirements after review with the Union.

76.02 It is understood that tour maintenance crews will be on **twelve (12)** hour compressed work week scheduling or ~~eight (8)~~ hour scheduling as may be requested by the Union after discussion with the company.

76.03 Openings on tour maintenance will be offered to the employees in the classification and trade required on a voluntary basis. In the event senior employees do not volunteer, assignment will be on the basis of inverse seniority from the trade and classification required.

76.04 The compressed work week schedule supplements the existing eight **(8)** hour schedule in the collective agreement. In the event any serious problems occur such as reduction in efficiency or non-cooperation by employees when asked to replace for sickness, accident or absenteeism, the employer reserves the right to cancel this supplemental agreement with thirty **(30)** days' written notice to the Local Union. Similarly, the Union may cancel this agreement with thirty **(30)** days' notice to the employer.

76.05 Employees scheduled on compressed work week schedule are expected to be available to fill vacancies which the Company may be unable to fill through upgrading and a straight time replacement.

76.06 The Company agrees to continue the compressed work week in effect on the present schedule with the agreement that the Union will guarantee the availability of qualified relief employees in the event a scheduled employee is not available for work as scheduled and the Company is unable to fill the vacancy by upgrading.

76.07 Should difficulties arise in filling a vacancy as a result of non compliance of other employees on their days off the department head will

contact a designated member of the Union Executive who will then assist in arranging for a suitable replacement.

76.08 The Company accepts the Union proposal for the establishment of a Union Management Compressed Work Week Committee of two (2) Union representatives and two (2) Company representatives. This committee will investigate any problems arising out of the compressed work week and make recommendations and/or suggestions to the Union and the Company to improve the efficiency of operations conducted under this scheduling procedure.

76.09 Tour schedule is:-

8:00 a.m. - 8:00 p.m. (1st two days)
8:00 p.m. - 8:00 a.m. (2nd two days)

Four days on, four days off.

76.10 Shift Differential-33¢ - August 16, 1981-36¢.

76.11 Holidays

Crews normally scheduled to work on a scheduled shutdown holiday will receive twelve (12) hours' holiday pay. Crews normally scheduled off on a scheduled shutdown holiday will receive eight (8) hours' holiday pay.

76.12 Non-scheduled Holidays - Floating holidays will be granted in the same manner as in the Agreement. Employees on twelve (12) hour tour schedule will be granted four (4) twelve (12) hour holidays in lieu of six (6) eight (8) hour holidays. If an employee has been working both a twelve (12) hour and eight (8) hour schedule and remaining floating holiday hours are not equally divisible by 12, an employee will be allowed to schedule an eight (8) hour remainder if he so desires as a floating

holiday, or a twenty (20) hour pay for one float:
holiday. **An** employee with a remainder of four (4)
hours may take sixteen (16) hours' pay for a floating
holiday or receive the four (4) hour remainder as a
cash supplement.

76.13 Pre-Start Up- Holiday Shutdown

When tour employees are required to
report for work prior to 8:00 a.m., to perform
pre-start up duties, they will be from the regularly
scheduled night crew at time and one-half with six (6)
hours minimum pay.

76.14 Regular day employees who are scheduled
prior to 3:00 p.m. on Thursday of the preceding week
to replace a tour employee who **is** scheduled for a 36
pay hour week will be provided an opportunity to work
an additional scheduled 8-hour day shift. It **is**
understood that the additional 8-hour day shift which
is worked during that week will be at straight time
for the first 4 hours and time and one-half for the
second 4 hours. (Appendix "C", Compressed Work Week,
Para. 10, is not applicable in cases such **as** this.)

76.15 Classified day employees who are required
to work a combination of regular eight (8) hour shifts
and twelve (12) hour compressed work week shifts in
the same week will be paid time and one-half for hours
worked in excess of eight (8) hours in a work day.

ARTICLE 77 SAFETY PRACTICE

77.01 Procedure in Case of Accidents

Accidents no matter how slight shall be
reported **at** once by the employee to his foreman who
shall send the injured employee to the First Aid Room.

77.02 Procedure in Case of Sickness

An employee unable through sickness to
complete his tour of duty should report his condition
to his foreman.

7.03 Treatment of Injuries

Except in emergency, injuries shall not be treated by the injured employee or by a fellow employee.

77.04 Unsafe or Unsanitary Conditions

Any unsafe or unsanitary working condition, whether of equipment or process, should be reported to the departmental foreman. Employees shall not contribute to litter or poor housekeeping. It shall be the duty of every employee to keep his work area clean and clear of accident hazards.

77.05. Safeguards

Safeguards are for protection from injury and should not be removed, except to make adjustments or repairs and on the completion of such work should be replaced. Wherever possible the guards should be removed or replaced only when the machine that is being guarded is not running.

77.06 Knowledge of Work

An employee is expected to study his job, and after taking into consideration the safety of his fellow workers and himself, to adopt the safest method of performing it.

77.07 Clothing

For his own safety an employee is expected to wear clothing suitable to his job, avoiding the use of knitted jackets, flowing ties, loose sleeves, etc., where such might become entangled in moving equipment.

77.08 Goggles.

Goggles are provided for protection against eye injury. They must be used by any employee when engaged on work that presents an eye injury hazard.

77.09 Hearing Protectors

Hearing Protectors are issued to employees working in areas of high noise level. Employees on jobs requiring long exposure to high noise level will be required to wear hearing protection.

The Company will continue to work towards reducing noise levels and will work with the Joint Safety and Health committee on employee suggestions in this regard.

77.10 Gas Masks

Gas masks are provided for the protection of employees under conditions requiring their use. They must be **used by** an employee working under these conditions.

77.11 Breathing Apparatus

This equipment is available for emergency rescue work. Members of the Mill Fire Brigade are trained in its use, and their services are available under conditions requiring it.

77.12 Resuscitation

Members of the Electrical crew are trained in artificial respiration methods. Their services are available under conditions requiring this safety technique.

77.13 First Aid Room

A First Aid Room is provided with a Registered Nurse in attendance. Her services are available for the treatment of all injuries to employees sustained in the plant.

77.14 Dangerous Work

It is a form's responsibility to assure himself that employees in his charge required in the course of their duties to do particularly dangerous work are in good physical and mental condition.

It is the responsibility of an employee to advise his foreman **if** any condition exists which makes him temporarily or permanently unfit for such work. If an employee **so** advises his foreman he shall not be required to perform such duties.

No employee will be requested to work **overtime** after having worked the 12:00 - 8:00 **shift** except on his **own** job, unless for emergency purposes.

77.15 **It** is the duty of the employee to tell his foreman if he is not in proper condition to do the job or if he believes conditions to be unsafe or unduly hazardous. An employee has the right to refuse to perform work he believes to be unduly hazardous, and such cases will be brought for prompt review by Safety Supervision who will be responsible for having the situation reviewed **by** individuals qualified to assess the risk exposure.

77.16 If following such review the work is judged not to be unduly hazardous, the employee will then be expected to promptly perform such work.

ARTICLE 78 FIRE SERVICE

78.01 Service Expected of Employees

For the protection of Company's property an employee is expected:

- a. to report to his foreman or to his superior any conditions presenting a fire hazard,
- b. to report to his foreman or superior the location of a fire should he discover one,
- c. to be available for fighting fire, if needed.

78.02 Use of Fire Fighting Equipment

Fire equipment shall not be removed from its place or be used except in case of fire or by order from the chief of the mill fire brigade or his designate. Any fire extinguisher that are used shall be reported to the department foreman immediately following their use.

78.03 Mill Fire Alarm

The mill fire alarms are as follows:-

Local Alarm - Coded signal on the air whistles throughout the mill.

78.04 Employees Answering District Fire Alarm

A day employee who is a member of a Fire Brigade will be permitted to answer a fire alarm call by his Brigade between the hours of 8:00 a.m. and 5:00 p.m. and, in doing so, will be allowed time at his regular rate up to a maximum of one hour.

JOB CLASSIFICATION PLAN

Rate Structure

Class	<u>July 1, 1984</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>
1	12.85	13.36	14.03
2	12.98	13.50	14.19
3	13.15	13.68	14.39
4	13.30	13.83	14.55
5	13.49	14.03	14.77
6	13.67	14.22	14.98
7	13.85	14.40	15.18
8	14.00	14.56	15.36
9	14.20	14.77	15.59
10	14.41	14.99	15.83
11	14.63	15.22	16.09
12	14.83	15.42	16.31
13	15.04	15.64	16.55
14	15.24	15.85	16.78
15	15.47	16.09	17.04
16	15.71	16.34	17.31
17	15.97	16.61	17.61
18	16.22	16.87	17.89
19	16.46	17.12	18.17
20	16.71	17.38	18.45
21	16.97	17.65	18.74
22	17.20	17.89	19.01
23	17.46	18.16	19.30
24	17.71	18.42	19.58
25	17.97	18.69	19.88
26	18.19	18.92	20.13
27	18.46	19.20	20.43
28	18.72	19.47	20.73
29	18.95	19.71	20.99
30	19.23	20.00	21.30
31	19.46	20.24	21.57

FRASER INC.

WAGE RATE SCHEDULE - ATHOLVILLE MILL

<u>CLASSIFICATION</u>	<u>July 1/84</u>	<u>July 1/85</u>	<u>July 1/86</u>
<u>RINGBARKER CHIPPER</u>			
Barker Operator	\$13.05	13.57	14.25
Knife Grinder	13.68	14.23	14.94
<u>WOODHANDLING</u>			
Chip Dozer	13.85	14.40	15.12
Chip Unloader	13.68	14.23	14.94
Tractmobile Operator	13.07	13.59	14.27
<u>DIGESTERS</u>			
Cook	16.30	16.95	17.80
1st Helper	13.91	14.47	15.19
2nd Helper	13.25	13.78	14.47
<u>BLEACHERY</u>			
Operator 1	16.30	16.95	17.80
Operator 2	14.35	14.92	15.67
Operator 3	13.45	13.99	14.69
Utility	13.34	13.87	14.56
<u>MACHINE ROOM</u>			
Machine Tender	16.30	16.95	17.80
Back Tender	14.19	14.76	15.50
Layboy Operator	13.64	14.19	14.90
Scale & Press man	13.50	14.04	14.74
Utility	13.05	13.57	14.25

<u>CLASSIFICATION</u>	<u>July 1/84</u>	<u>July 1/85</u>	<u>July 1/86</u>
<u>SHIPPING SHED</u>			
Electric Truck Opr.	13.43	13.97	14.67
Electric Truck Helper (When needed)	12.99	13.51	14.19
<u>STEAM & RECOVERY</u>			
Operator 1	17.16	17.85	18.74
Operator 2	15.46	16.08	16.88
Operator 3	13.96	14.52	15.25
Operator 4	13.62	14.16	14.87
Operator 5	13.17	13.70	14.39
Operator 6	13.12	13.64	14.32
Operator 7	13.07	13.59	14.27
Operator 8 (Hog Fuel)	13.85	14.40	15.12
<u>YARD</u>			
SubForeman	13.65	14.20	14.91
Labourer	12.85	13.36	14.03
<u>GARAGE</u>			
Garage Mechanic 1st Cl.	16.69	17.36	18.23
Garage Mechanic 2nd Cl.	13.97	14.53	15.26
Garage Mechanic 3rd Cl.	13.62	14.16	14.87
Helper "A"	13.27	13.80	14.49
Helper "B"	13.15	13.68	14.36
Crane Operator	13.94	14.50	15.23
Tractor Operator	13.79	14.34	15.06
Loader Operator	13.51	14.05	14.75
Truck Driver	13.04	13.56	14.24

<u>CLASSIFICATION</u>	<u>July 1/84</u>	<u>July 1/85</u>	<u>July 1,</u>
<u>MAINTENANCE DEPARTMENTS</u>			
Tradesman 1st Cl.	16.69	17.36	18.23
Tradesman 2nd Cl.	13.97	14.53	15.26
Tradesman 3rd Cl.	13.62	14.16	14.87
Boss Painter	15.27	16.14	16.95
Painter "A"	14.69	15.54	16.32
Painter "B"	13.44	13.98	14.68
Painter "C"	13.09	13.61	14.29
Maintenance Helper "A"	13.27	13.80	14.49
Maintenance Helper "B"	13.15	13.68	14.36
<u>TRACK</u>			
Foreman	13.27	13.80	14.49
Labourer	12.85	13.36	14.03
<u>MISCELLANEOUS</u>			
Storekeeper 1st Class	13.96	14.52	15.25
Storekeeper 2nd Class	13.68	14.23	14.94
Storekeeper 3rd Class	13.45	13.99	14.69
Storekeeper 4th Class	13.22	13.75	14.44
Storekeeper 5th Class	12.97	13.49	14.16
Cleaners	12.85	13.36	14.03
Salvage Man	13.12	13.64	14.32
Writer	13.23	13.76	14.45
<u>TECHNICAL CONTROL LAB</u>			
<u>Laboratory Asst. Gr. 6</u>			
Chief Tester	14.75	15.34	16.11
Technician	14.40	14.98	15.73
Senior Analyst	14.40	14.98	15.73
<u>Laboratory Asst. Gr. 5</u>			
Analyst	14.19	14.76	15.50
Solutions	13.99	14.55	15.28

<u>CLASSIFICATION</u>	<u>July 1/84</u>	<u>July 1/85</u>	<u>July 1/86</u>
<u>TECHNICAL (Cont'd.)</u>			
<u>Laboratory Asst. Gr. 4</u>			
Grader	13.77	14.32	15.04
Strength Tester	13.50	14.04	14.74
<u>Laboratory Asst. Gr. 3</u>			
Chlorine Tester	13.48	14.02	14.72
<u>Laboratory Asst. Gr. 2</u>			
Utility Tester	13.04	13.56	14.24
<u>Laboratory Asst. Gr. 1</u>			
(1st Sixty Days)	12.85	13.36	14.03

SIGNED THIS 24th DAY OF MAY 1985 AT ATHOLVILLE,
NEW BRUNSWICK

CANADIAN PAPERWORKERS
UNION • LOCAL 160

FRASER INC.

s/ Pat St. Onge
National Representative

s/ R.D. McLean
Vice-Pres. Human Resources

s/ Gerard Bertin
President LOCAL 160

s/ A.A. Ritchie
V.P. • Market Pulp and
Wood Products

s/ Roger Cormier
Member Negotiating
Committee

s/ P.W. Schriver
Mill Manager

s/ Michel LeBlanc
Member Negotiating
Committee

s/ M.P. Mayhew
Manager Ind. Relations
Edmundston-Atholville

s/ W. Young
Member Negotiating
Committee

s/ Don Allison
I.R. Superintendent

s/ Michel LeBlanc
Member Negotiating
Committee

s/ J.W. Melanson
Personnel & Safety
Supervisor

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

FRASER INC.

AND

CANADIAN PAPERWORKERS UNION

LOCAL 160

ATHOLVILLE, N.B.

In establishing department spares **it is agreed that:**

1. **Department spares** as required will be awarded by job bid for departments other than Yard.
2. Spares posted to **a** line of progression will not use their seniority to displace **junior** spares posted to other lines of progression.
3. The senior spare posted to **a** line of progression will be awarded **a job** bid for any regular opening within his line of progression ahead of any other spare or casual list employee.
4. **Any** permanent vacancies for departmental spares will be posted **as** required and spares selected will be junior to other spares within the line of progression.
5. In the event of **a** reduction **in** workforce regular employees may exercise their options under Article **3** or may displace the junior spare within the line of progression. A regular

employee who does displace the junior spare **will** become the senior spare in that line of progression.

6. Spares bumped will return to their original position upon reopening of **same** within one year.

7. The number of department spares to vary with conditions but changes in number to be reviewed with the Union.

8. Departmental spares and casuals will be assigned work to fill temporary vacancies such **as** vacation, sickness, etc. when scheduled to replace for vacation or long term illness, the spare will assume the schedule of the employee he **is** replacing.

9. **When** a full work week **is** not available for a department spare in his department, he will then have an opportunity to displace a casual employee with **less** mill seniority working in the Yard. If work **is** not available to such employee by seniority in the Yard he **will** assume his place on the casual list for assignment to temporary openings as they occur.

10. Department spares who may be assigned to another department **as** a result of being assigned **work** from the casual list will **be** returned to his posted department **to** fill a vacancy.

11. **When** scheduling casual **list** employees to fill **a** vacancy, the Company will assign senior casual list employees ahead of junior casual **list** employees, providing they can do the job in **a** normal manner or can with reasonable necessary training.

12. **Casual list** employees who are scheduled in advance for a **normal work week in a single** department will be treated as a regular employee of that department during that week in respect to replacement or reassignment.

SIGNED THIS 28TH DAY OF JANUARY, 1983 AT ATHOLVILLE, N.B.

CANADIAN PAPERWORKERS
UNION - LOCAL 160

FRASER INC

s/ Gérard Bertin
President

s/ W. E. McKinnon
Mill Manager

s/ Roger Cornier
Member Negotiating
Committee

s/ M.P. Mayhew
Manager, Ind. Relations
Canadian Operations

s/ Michel LeBlanc
Member Negotiating
Committee

s/ J. W. Melanson
Personnel Supervisor

s/ Willie Young
Member Negotiating
Committee

s/ Donald DuGuay
Member Negotiating
Committee

AGREEMENT IN REGARD TO

ATHOLVILLE STEAM PLANT

1. Employees **in** the Steam Plant are expected to show the necessary interest and aptitude in order to provide for safe operation and to promptly meet provincial licensing requirements.
2. A new unlicensed employee in the Steam Plant will be required to:
 - a) have signed **up** for and started the course of study necessary **to** procure a 4th class license within his sixty (**60**) day probationary **period**.
 - b) have completed a least half the course requirement **for** 4th class within **six (6)** months.
 - c) have obtained a 4th class license within twelve (12) months.
3. **An** employee having a 4th class license will be required to obtain a 3rd class license within one (1) year following receipt of 4th class license or when he has obtained the practical experience required **by** the N.S. Department of Labour, whichever is later.
4. **An** employee failing to meet the requirements of Section 2 or 3 above may be dropped from the Steam Plant Line of Progression, but in regard to 2(c), or 3, only if he is not continuing to study and rewrite examinations for his fourth or third class license, or if, after **an** added **six (6)** months beyond the year, he still has not obtained the required license.

Employees holding 3rd class licenses are required to be actively working towards a 2nd class license. (Not to be mandatory in respect to A. Adams, B. McCully, E. Hennessy, L. Dugas, A. Gallant, C. Smith).

6. The line of promotion and licensing requirements for current regular Steam Plant classifications are indicated below as are bonuses for higher license than required; bonus for higher license will only be applicable to employees who are willing to move up in the line of promotion and make themselves available for temporary upgrades.

<u>Position</u>	<u>License Required</u>	<u>License Bonus</u>	
		<u>P/H</u>	
Engineer	2nd Class	1st Class	40¢
Turbine Room Operator	3rd Class	1st Class	40¢
		2nd Class	20¢
Fireman	3rd Class	1st Class	40¢
		2nd Class	20¢
Utility	3rd Class (in order to be classified)	1st Class	40¢
		2nd Class	20¢
		3rd Class	9¢
	(4.99) 4th Class (when replacing or filling in on a temporary basis)		
Assigned Spare	(4.90) (When training or replacing Utility on a temporary basis)		

7. When filling bottom jobs in the Steam Plant 11 of progression or filling jobs where men lower in the progression have not met licensing requirements, preference will be given to employees holding Steam Plant licenses in order of class of license held. Employees must hold license required to be regularly classified in a job.

AGREED AND APPROVED APRIL 7, 1976.

CANADIAN PAPERWORKERS UNION • LOCAL 160

FRASER INC.

s/ J. W. Melanson
President

s/ M.P. O'Brien
Manager of Manufacturing

s/ Normand Landry

s/ W.E. McKinnon
Mill Manager

s/ Gérard Bertin

s/ E.R. Frisby
Manager Ind. Relations

s/ Willie Young

s/ Gerald McNeil

CANADIAN PAPERWORKERS UNION

s/ Alfred Gallant
Representative

107

FRASER INC
ATHOLVILLE DIVISION

SOURCE	Comp.		
EFF.	01	07	82
TERM.	30	06	84
NUMBER OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS			



fraser

LABOUR AGREEMENT



ATHOLVILLE LOCAL 160

JULY 1st, 1982

JUNE 30th, 1984

English

JUN 20 1983

~~271 A3 014 02~~

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LABOUR AGREEMENT

BY AND BETWEEN

AND

FRASER INC., hereinafter referred to as the "Company" of the One Part,
CANADIAN PAPERWORKERS UNION and its ATHOLVILLE LOCAL NO. 160, hereinafter jointly referred to as the "Union" of the Other Part.

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is, in the mutual interest of the employer and the employees, to provide for the operation of the Atholville Mills of Fraser Inc., under methods which will further, to the fullest extent possible, the safety of employees, economy of operation, quantity and quality of output, cleanliness of plant and protection of property. It is recognized by this Agreement to be the duty of the Company and its employees to cooperate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 2 RECOGNITION AND MEMBERSHIP

2.01 In order to ensure the carrying out of the purpose of this Agreement, the Company recognizes the Union as the only agency representing all of its employees at Atholville who are eligible for Union membership in this unit, for the purpose of collective bargaining.

2.02 Any employee who is a member or becomes a member or is reinstated as a member of the Union will maintain such membership in good standing as a

condition of employment in the bargaining unit covered by this Agreement.

2.03 A new employee working in the bargaining unit who **is** not a member of the Union shall join the Union within thirty (30) days of commencement of his employment. New employees will, however, be considered as probationary employees during the first sixty (60) days of employment and may be released by the Company without recourse to grievance procedure.

2.04 Employees of the Company who come under this Agreement and are entitled to membership in the Union, signatory to this Agreement include all those employed inside and outside the mills, except management, professional, supervisory, security, office and research employees and those excluded under the New Brunswick Labour Relations Act. To avoid misunderstanding, the parties hereto agree that the schedule appended at Article 2.05 - 2.06 as to the classification of all jobs, first as to jurisdiction for collective bargaining and, second, as to the eligibility for membership forms part of the present Agreement.

Eligibility for Union Membership ATHOLVILLE

<u>DEPARTMENT</u>	<u>SEASONAL</u>	<u>REGULAR</u>
Ring Barker • Chipper	Ring Barker Sub-Foreman Labourer	
Woodhandling		Chip Dozer Chip Unloader Tracto-Mobile Opr.
Acid Plant		Acid Maker
Digester		Cook 1st Helper 2nd Helper
Chemical Mixing Plant		Chemical Mixer

<u>DEPARTMENT</u>	<u>SEASONAL</u>	<u>REGULAR</u>
Screen Room & Bleachery		Screen Room Opr. Third Stage Bleaching Control Operator Unbleached Stockrunner Extraction Tower Opr. First Blowpit Man Second Blowpit Man Filter Man (Water) Wet Machine Man
Machine Room		Machine Tender Back Tender Layboy Operator Scale Man & Press Man Utility
Shipping Shed		Elec. Truck Opr.
Technical		Laboratory Asst-Gr.6 " " -Gr.5 " " -Gr.4 " " -Gr.3 " " -Gr.2 " " -Gr.1
Yard		Garage Mechanic - 1st, 2nd, 3rd Class Garage Mechanic Helper "A" & "B" Crane Operator Tractor Operator Loader Operator Truck Driver Labourer
Maintenance Dept. Mechanics - Regular		Carpenter, 1st,2nd & 3rd Class Electrician, 1st,2nd & 3rd Class

<u>DEPARTMENT</u>	<u>SEASONAL</u>	<u>REGULAR</u>
		Machinist, 1st, 2nd & 3rd Class
		Mason, 1st, 2nd & 3rd Class
		Millwright, 1st, 2nd & 3rd Class
		Pipefitter, 1st, 2nd & 3rd Class
		Welder, 1st, 2nd & 3rd Class
		Instrument Mech. 1st, 2nd & 3rd Class
Painters		Painter Class "A" Painter Class "B" Painter Class "C"
Special Occupations		Boss Painter
Helper		Mechanic Helper Class "A" & "B"
		Electrician Helper Class "A" & "B"
		Instrument Mechanic Helper-Class "A" & "B"
Track		Trackman Labourer
Miscellaneous		Storekeeper 1st Class Labourer Salvage Men Dragline Operator Cleaner Janitors
		Steam Plant Opr. #1, #2, #3, #4, #5, #6, #7

2.06 The following employees of the Atholville Mills ~~do~~ not come under the jurisdiction of Local 160

of the Canadian Paperworkers Union for the purpose of collective bargaining:

Management Personnel
Superintendents
Supervisors
Foremen
Engineers
Scientists
Mill Accountant
Office & Clerical Personnel
Watchmen
Plant Nurse
Research Personnel
Technicians
Draftsmen
Mill Manager Secretary
Personnel Secretary
Professional Employees

2.07 Salaried supervisory and non-bargaining unit personnel will not perform routine bargaining unit work, except for instructional purposes or to prevent potential injury to employees or damage to machinery.

2.08 Regular foremen will not have personal tools in the Mill.

ARTICLE 3 JURISDICTION

3.01 The Company shall not be asked to act upon **any** matters regarding jurisdiction between International or National Brotherhoods having recognized locals in the Mill. The question of jurisdiction shall conform to the regulations as fixed by the Canadian Labour Congress.

ARTICLE 4 TERM OF AGREEMENT

4.01 This Agreement shall be in effect from the first day of July, 1982 to and including the thirtieth day of June, 1984.

4.02 There shall be no suspension or stoppage of work because of the termination of this Agreement or failure of renewal, except with the approval of the National Officers of the Union, signatory to this Agreement.

ARTICLE 5 WAGES

5.01 It is mutually agreed that the rates of pay, ~~as~~ per attached schedule, form part of this Agreement.

5.02 The wage rates herein provided for shall remain in effect throughout the life of this Agreement unless changed by mutual consent of the parties hereto, at a meeting duly called by either of the parties on thirty (30) days' written notice to the other party.

5.03 Union Dues Deduction

A. The Company agrees to deduct Union dues in accordance with employee authorizations and in amounts stipulated by the Union from his first pay each month providing the employee's income is sufficient. Dues which cannot be deducted from the first pay will be recycled in subsequent weeks until collected during that month only. No arrears existing at the end of the month will be collected.

B. The Union will give the Company a minimum of two weeks notice in writing of any change in dues to be deducted and these must not include any initiation fees or fines. Such changes will become effective at the start of the next month.

C. Dues deducted by the Company will be remitted to the Union during the first week of the following month, with a

statement showing name, initials, clock and personnel numbers, **and** social insurance numbers. By June 1, 1981 this listing will also show the employee's classified rate.

D. In the event the Union requests weekly rather than monthly dues deductions, this change will apply each local within the particular division, and will be started at the start of the next month with a minimum of 2 weeks advance notice. On a weekly deduction, there will be no recycling for uncollected amounts.

E. When the employee's classified rate becomes available from computer records, then at Union request dues can be adjusted to correspond with a new classified rate.

ARTICLE 6 INTERRUPTION OF WORK

6.01 There shall be no strikes or lockouts during the life of this Agreement.

ARTICLE 7 MATTERS OF MUTUAL CONCERN TO EMPLOYEES AND EMPLOYER

7.01 Without in any way restricting the authority of the Union to follow its usual procedure in protecting the welfare and interest of its members, it is agreed that safety work as carried out by the Joint Safety and Health Committee and the consideration and settlement of problems of mutual interest by the Mutual Interest Board shall have the support and endorsement of the Union and the Company.

7.02 It is further understood and agreed that all rules, regulations and instructions of the Company, copies attached, which do not conflict with the provisions of this Agreement or with Provincial or

Federal laws, are affirmed, and will continue in force and effect during the life of this Agreement or any extension thereof.

7.03 The parties to this Agreement agree to abide by all Provincial and Federal laws now in force or that may hereafter come in force during the term of this Agreement, or any extension thereof, insofar as they apply to this Agreement.

7.04 It is further understood and agreed that the parties, signatory to this Agreement, will cooperate to enforce the Company's Mill Rules.

7.05 Departmental representation is available on a committee elected by general employee vote whose purpose is to provide a channel for Management Employee discussion on matters of mutual interest.

7.06 All Agreements between the Company and the Union are contained in this Labour Agreement or are attached to the Memorandum of Agreement as properly executed side agreements, reaffirmed and signed as part of the contract settlement of this Labour Agreement.

7.07 No future side or interpretive agreements will be recognized or effective unless signed by the parties of this Agreement.

ARTICLE 8 TIME OFFICE REGULATIONS

8.01 Application for Employment. Each employee must fill in an Application for Employment form at the start of his employment.

ARTICLE 9 EMPLOYMENT

9.01 Hiring of Employees. Applicants for work shall be hired through the Personnel Office. A spare list of laid off Union men available will be consulted before new men are hired for bargaining unit jobs.

9.02 Recognizing its obligation to help solve community problems, the Management will give preference to residents of Atholville, New Brunswick and surrounding area providing qualifications are equal.

ARTICLE 10 PROMOTION, DEMOTION, LAY-OFF AND RECALL

10.01 Lines of progression will be followed when employees are promoted or demoted. If the employees in a classification are unable to advance, senior employees in the classification may be temporarily demoted to a lower classification, or provided other work should a lower job in the line of progression not exist, for a period of time that would normally be required to give a junior employee in the line of progression the necessary training. When this training has been completed, the senior employee will be returned to his former occupation. During periods of training, employees will retain their former rate.

10.02 Duration and nature of trial periods and training periods referred to in this article shall be determined by mutual consent of the signatory parties to this Agreement.

10.03 When an opportunity for promotion, first consideration will be given to the qualified employee with the most job service in the position immediately below the job to be filled. An employee will not be considered qualified if he has refused promotion, or within the previous year, has failed to demonstrate the necessary ability during a trial period.

10.04 Employees promoted will be given a training and trial period in which to demonstrate their ability to perform the job in a satisfactory manner.

10.05 Employees who, during a reasonable training and trial period, do not demonstrate the

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ability to perform the job in a satisfactory manner, will be returned to their former job with no loss in seniority.

10.06 An employee who is by-passed because of refusal of promotion shall be considered junior to all employees who by-pass him for promotional purposes only.

10.07 When an employee refuses a temporary or permanent promotion in his line of progression, he shall sign a statement that he refused the promotion, a copy of which will be sent to the local Union. He shall then forfeit his promotion rights and shall not be considered for further promotion for at least six (6) months and until such time as he informs the Personnel Supervisor in writing to cancel his previous refusal. Before signing a statement of refusal, an employee will be given the opportunity to discuss the matter with his Union steward who will also witness the statement and a copy will be sent to the Local Union.

ARTICLE 11 JOB POSTING

11.01 When vacancies occur in a department, the Company shall post a notice concerning the bottom job in the department affected or any job above the entry job in a line of progression because the incumbents on all lower jobs in that line of progression are incapable of advancing beyond their present level. Such posting shall be for a period of fourteen (14) calendar days and the Company shall have the right to make a temporary appointment without penalty. In selecting the man for permanent appointment, the Company shall take into consideration education, qualifications and seniority.

11.03 An employee, who within ninety (90) days after being awarded a job bid, is removed from the job for lack of satisfactory performance, who is bumped

out, or ~~who~~ withdraws from the job, will be reinstated on the job he would have performed if he had not left.

ARTICLE 12 TOUR EMPLOYEES • TEMPORARY JOB VACANCIES

12.01 Under ordinary circumstances when a two (2) or ~~more~~ tour per day employee is off the job for more than a two (2) week working period, his job shall be filled on a temporary basis. It is understood that under such ~~circumstances~~ the ~~man~~ taking over the job would be paid the rate of the job.

12.02 Replacement for vacations will be by self-supporting shifts to the extent that trained men are available.

ARTICLE 13 LAYOFF

13.01 In the case of reduction in the work force, ~~employees~~ will be demoted step by step down their lines of progression in the reverse order of the steps in their promotion.

13.02 ~~An~~ employee ~~who~~ is laid off from the bottom job in an established line of progression shall displace the junior employee in the bottom job of any line of progression if he has longer plant service than the latter, unless the senior employee is not capable of performing the normal duties of the job to which he seeks appointment following a reasonable trial and/or training period. Bumping will not be applicable to jobs covered under Trades Qualification Requirements. It is understood that bumping in the Steam Plant will only be done when an employee has exhausted all other bottom jobs in the mill, and will be applicable to ~~No.~~ 7 Operator.

13.03 ~~When~~ an employee is laid off from the bottom job in an established line of progression, the Company will advise the employee in writing and the laid off employee shall, within thirty (30) days from notice, advise the Company in writing of his intention

to exercise his bumping rights. Copies of notices will be provided to the Local Union.

13.04 The transfer may be extended by mutual agreement for a period not to exceed thirty (30) days.

13.05 If the number of senior employees involved in a permanent lay-off exceed the number of junior employees holding bottom jobs in the lines of progression, the Company, if requested by the Union, will, where possible, locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Bumping will not be applicable to jobs covered under Trades Qualification Requirements or to licensed steam plant employees above bottom regular job (No. 7 Operator).

13.06 In the event the number of men in a specific trade is to be reduced, the man who has most recently entered that trade will be the first one to be laid off. **An** employee is considered in the trade from the date of being awarded a job bid as Helper. However, **it is** understood and agreed that the application of the provisions of this section may be modified by mutual agreement of the parties where the Company can show that such modification is necessary to retain the kinds and degrees of skill required to ensure efficient operation of the mills.

13.07 Employees who have been laid off from a regular job in a department will hold seniority in that department for one year from date of lay-off.

13.08 **An** employee holding job and department seniority will have preference for a regular opening in that department, in accordance with his seniority, providing he has the ability to do the job, following a reasonable trial and/or training period.

13.09 **An** employee who bumps to another position, ~~must~~ return to his original position upon reopening of same within one year.

ARTICLE 14 TEMPORARY LAY-OFF FROM A DEPARTMENT

14.01 **An** employee temporarily displaced from his regular job will normally be demoted within his own department and prior to being assigned to the spare pool a regular employee of a department will displace a spare employee assigned to that department.

14.02 A regular employee temporarily assigned to the spare crew will be assigned work in accordance with his mill seniority on jobs he is qualified to perform with an opportunity for reasonable trial and training if necessary for him to obtain work ahead of junior employees.

14.03 **An** employee temporarily displaced from his regular job and department by a shutdown will have the opportunity to displace a junior employee on the bottom job of another department, where he is qualified to do the job in question if such a shutdown is to be longer than two (2) calendar weeks prior to being returned to the spare list.

ARTICLE 15 RECALL RIGHTS

15.01 Employees on the casual list who do not hold any department seniority and who have less than **six (6)** months' continuous service, may be terminated whenever their services are no longer required. If such a terminated employee is rehired within six (6) months of termination, his service and benefits will be restored. Employees with more than six (6) months' service will hold recall rights for twelve (12) months.

15.02 Employees on the casual list with more than six (6) months' continuous service may be terminated whenever their services are no longer

required, but they will hold recall rights to work' for which they are qualified for twelve (12) months from the last day worked. If such employee returns to work within twelve (12) months, his service and benefits will be restored.

15.03 Employees with five (5) to ten (10) years of service will hold recall rights for twenty-four (24) months, and employees with more than ten (10) years of service will hold recall rights for thirty-six (36) months, and if such an employee returns to work within his recall period his service and benefits will be restored.

15.04 Recall rights will be lost for failing to report for work within ten (10) days after delivery of registered **letter** to last known address.

15.05 No new employees will be hired until all those laid off and holding seniority rights who have the required abilities have been recalled or have been given an opportunity to exercise their recall rights in accordance with the provisions of this article. In the hiring of new employees, consideration shall be given to former employees whose recall rights have been exhausted.

15.06 The Union will be supplied copies of lists of service records for all employees covered by this Agreement. These lists will be amended every six (6) months provided there has been a change in personnel. The Union will be notified every month of all manpower changes, including hiring, promotions, demotions, transfers, lay-offs and recalls.

ARTICLE 16 DEPARTMENT SPARES

16.01 Employees on the casual list will be assigned work to fill temporary vacancies such as vacation, sickness, etc. When scheduled to replace for vacation or long term illness, the spare will assume the schedule of the employee he is replacing.

ARTICLE 17 SEVEN DAY OPERATION

17.01 The Company has the right to operate **its** mills on an unrestricted basis seven (7) days per week except for shutdown holidays as set forth in the Labour Agreement. It is intended that scheduling of crews wherever possible shall be on a four-crew basis.

17.02 Either the Company or the Union may initiate discussions of other shift arrangements which will not decrease employee work hours or increase Company cost. Trials of such work schedules may be undertaken if mutually agreed.

ARTICLE 18 CURTAILED OPERATIONS

18.01 In the event mill operations are curtailed because of a lack of orders, mill management agrees to meet Local Union representatives to fully explain the circumstances causing such curtailment as much in advance of a shutdown as possible. Further, the mill management will outline the Company plans concerning such shutdown and shall consider any proposal by the Union to reduce the effect on employees, which does not reduce mill efficiency.

ARTICLE 19 HOURS OF WORK

19.01 Exceptional circumstances may arise which, although not covered by the following schedule, may warrant a modification of the following schedule. Such cases will be dealt with as they occur.

ARTICLE 20 HOURS OF WORK • TOUR EMPLOYEES

20.01 The regular daily hours of tour employees in departments on a three tour basis are:-

8:00 a.m.	•	4:00 p.m.
4:00 p.m.	•	12:00 Midnight
12:00 Midnight	•	8:00 a.m.

20.02 Hours for two (2) shifts:-

8:00 a.m. • 8:00 p.m. (1st two days)

8:00 p.m. • 8:00 a.m. (2nd two days)

Four days on, four days off.

20.03 Tours in all cases rotate in regular sequence on a weekly basis.

ARTICLE 21 HOURS OF WORK - DAY EMPLOYEES

21.01 The regular hours of day employees are 8:00 a.m. to 4:00 p.m.

21.02 It is understood that employees will be required to bring in their own lunch and will be provided one half hour to eat. Such lunch break will normally be from 12:00 to 12:30 except as the lunch break may be varied for certain crews in order to keep work in progress. In return for the paid one half hour lunch break, it is agreed that there will be no afternoon coffee break.

21.03 In departments operating on two working periods per day, the starting time of the first period will be 8:00 a.m. The starting time of the second period will be established by the Company in accordance with operating requirements of the mill and after discussion and agreement with the Union.

21.04 Regular day employees who are required to go on night shift will be paid at time and one half for the first night shift unless so scheduled before the start of the week or unless scheduled to replace on a compressed work week schedule. If replacing on a compressed work week schedule the special compressed work language will apply.

ARTICLE 23 LABOUR CLASSIFICATION

23.01 Tour Employees. Tour Employees are those engaged in occupations for which workmen are regularly required for two or more shifts per day.

23.02 Day Employees. Day employees are those engaged in occupations for which workmen are regularly required for not more than two working periods per day.

23.03 The job classification of each employee shall be fixed by the foreman in charge of the department and shall be reported each day under his authority.

23.04 The hourly rate that will be paid on any job will be the rate established on the standard wage rate sheet for that job.

ARTICLE 24 **CALCULATION OF PAY TIME**

24.01 **As** applied to day employees:-

An employee reporting for work late shall be paid from the nearest quarter hour following the time he reports to his foreman for work.

An employee leaving work early shall be paid to the nearest quarter hour preceding the time he leaves work.

24.02 **As** applied to both day and tour employees:-

The pay time for Calls and for Overtime shall start and end at the nearest quarter hour.

Employees will be paid on the basis of hours reported by the Supervisor.

24.03 Pay Day. Pay day shall be Thursday from 7:30 a.m. to 5:00 p.m.

Pay cheques not claimed on Thursday can be claimed on a later day during normal office hours.

24.04 Pay Cheques. Pay cheques will be issued only to an employee in person, except under exceptional circumstances when an employee *is* unable

to come for his own cheque, in which case the cheque will be issued to another person u on the employee's written authorization and provide: that the person receiving the cheque signs a written acknowledgement.

Pay cheques will not be issued to an employee while he is on duty.

24.05 Separation Cheques. Should an employee leave the employ of the Company, he may at any time make application for any balance of wages due him which will be paid by "Separation Cheque" through the Time Office.

ARTICLE 25 STARTING AND STOPPING TIME--
DAY AND TOUR EMPLOYEES

25.01 Day employees shall be at their respective working places ready to begin work at the designated starting time. Day employees who need to wash may do so at 3:55 p.m. Employees shall remain in their departments until the end of their shift.

25.02 Tour employees shall be at their respective working places ready to begin work at the start of their tour. Employees on a two or more tour basis shall not leave their work until relieved.

25.03 Leaving Work Employees will not leave work until properly relieved or at the end of the shift as applicable unless they have the permission of the foreman.

ARTICLE 26 TOUR EMPLOYEES WISHING TO CHANGE SHIFTS

26.01 An employee wishing to change shifts with another employee must first have permission from the superintendent in charge of the department or the departmental foreman.

ARTICLE 27 EMPLOYEES NOT REPORTING FOR WORK

27.01 If a tour employee does not report for his regular shift, his mate shall notify the superintendent in charge of the department or the departmental foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift.

27.02 It is the duty of a tour employee to report for his regular shift unless he has already arranged a leave of absence. If prevented from reporting, he shall advise the superintendent in charge of the department or the departmental foreman by 4:00 p.m. of the day before his tour goes on duty, except an employee on the 12:00 - 8:00 shift who shall be required to give twelve (12) hours advance notice.

27.03 It is the duty of a day employee to report for work at the time assigned, unless he has already arranged a leave of absence. If prevented from reporting, he shall advise the superintendent in charge of the department or the departmental foreman by 4:00 p.m. of the day before he would normally go on duty.

27.04 If unavoidably prevented from reporting for work due to an emergency such as an accident or sickness, etc., employees shall give the superintendent in charge of the department or the departmental foreman as much advance notice as possible. Falsification of reason for not reporting to work will subject an employee to Number 11 of Mill Rules.

ARTICLE 28 EMPLOYEES RETURNING TO WORK FOLLOWING ABSENCE

28.01 When an employee has been absent from work he shall notify the superintendent in charge of the department or the departmental foreman by 4:00 p.m. of the day previous to the beginning of the

regular working period in which he intends to resume duty.

ARTICLE 29 REPORTING PAY

29.01 Employees who are instructed to report at a certain hour, and when on reporting, no work is available because of a change in plans or an emergency situation, will be paid two (2) hours' time. Such reporting pay will not be given if the employee's home was called to advise him not to report for work at least two (2) hours in advance of the scheduled shift or reporting time.

29.02 Any employee starting on his regular shift will receive not less than eight (8) hours' pay, providing he continues to cover his job, or, if his job is not operating, he performs other work as assigned. If not assigned by the Company and sent home, he will receive eight (8) hours' pay. These provisions will not apply to emergency call-ins or to employees working an extra shift. A spare employee assigned after the start of the shift will be paid from the time he starts work to the end of the shift, providing he does work **as** assigned.

29.03 On an emergency shutdown of twenty-four (24) hours or less (including the shift in which the shutdown begins and the following shift) employees will be assigned work at the rate of their regular occupation. The employees must do the work assigned.

ARTICLE 30 OVERTIME PRACTICE-ALL EMPLOYEES

30.01 Sundays and holidays will be paid for at the rate of time and one-half. Double time to be paid to an employee working more than eight (8) hours (12 hours Compressed Work Week) on Sunday and Statutory Holidays.

30.02 Sundays - Sundays are defined **as** the twenty-four (24) hour period between 8:00 a.m. Sunday

and 8:00 a.m. Monday. A day worker whose normal work week is **forty (40) hours and who works eight (8) hours** or more on Sunday will be required to take a compensating day off during the week. This eight (8) hour requirement for a compensating day off will not apply if the eight (8) hours result from an employee reporting for an emergency call on a Sunday.

30.03 The Sunday call will qualify as an emergency call in respect to not having to take a compensating day off if it is for continuing work on a breakdown occurring after 5:00 p.m. on Friday.

30.04 **An** employee who is required to work on his scheduled day or days off will be paid time and one-half on the understanding that:-

A. His scheduled day or days off shall be posted in his department not later than 3:00 p.m. on the Thursday preceding the week in which the day or days off are scheduled.

B. He may change his scheduled day or days off with the consent of his supervisor provided such arrangement is made at least twenty-four **(24)** hours before such change.

30.05 In case of an emergency or by mutual **consent**, an employee's scheduled day or days off may be changed by the employee's supervisor on not less than twenty-four **(24)** hours' notice prior to both his former day off and new day off.

30.06 If an employee is called in on his day off, he will be paid a minimum of four **(4)** hours' pay, except on Sunday and on a statutory holiday when he will be paid a minimum of **six (6)** hours at his regular rate.

30.07 In the event that a regular eight (8) hour job or shift is scheduled to be worked more than an eight (8) hour period (such as reporting one (1) to four (4) hours early as is usual for certain jobs to prepare for start-up following a shutdown holiday), time and one-half shall be paid employees for hours worked before the start of his regular shift.

30.08 Normally no employee will be required to work more than sixteen (16) hours in a twenty-four (24) hour period. If an employee is required to work more than sixteen (16) hours in a twenty-four hour period starting at the beginning of his scheduled shift, he will be required to take eight (8) consecutive hours off before returning to work. If the required eight (8) consecutive hours off conflict with such an employee's next regular scheduled shift, the employee will be reimbursed at straight time for those hours of his scheduled shift that he is not allowed to work.

30.09 It is understood there will be no pyramiding of overtime.

ARTICLE 31 OVERTIME PRACTICE - DAY EMPLOYEES

31.01 Overtime at the rate of time and one-half will be paid for all hours worked in excess of eight (8) hours per day.

31.02 When a day employee on assigned work is needed beyond the end of his scheduled shift to complete work in progress, he will be expected to continue at overtime when requested, unless an individual has some special commitment, in which case he may ask his foreman in advance to be relieved at the end of his shift. Employees on shutdown maintenance will complete their assigned work. A day maintenance employee held over at the end of his shift to complete a specific job will be given a call if required to handle an unrelated emergency job. Such

calls for unrelated work will not apply to employees **held in for start up if the work is related to the start up.** Calls for other day employees will be considered **as** unrelated in cases where the additional work performed is not associated with the mill problem for which the employee was called.

ARTICLE 32 OVERTIME PRACTICE - TOUR EMPLOYEES

32.01 Tour workers shall be paid at the rate of time and one-half for all work performed before and after the regular daily hours of work with the following exceptions:-

A. When such work is caused by a change in shifts, when a twenty-four (24) hour notice of shift change prior to employees' regularly scheduled shift is given or when a shift change is occasioned by the absence of a fellow employee in that line of progression.

B. Overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

C. When required to replace an employee for tardiness up to two (2) hours. If replacement is not provided in two (2) hours, time and one-half will apply at the beginning of the overtime shift.

32.02 Employees who fail to report for work or who in any way penalize their mates or the Company under this overtime arrangement will be subject to the rules and regulations of Penalties for Absenteeism.

32.03 The Union agreed to cooperate actively with the Company to forestall possible abuse of this provision.

32.04 When the remaining two (2) employees are worked twelve (12) hours each due to the absence of a mate, both employees will be paid eight (8) hours' straight time and four (4) hours at time and one-half.

32.05 If an employee has worked the 12:00 - 8:00 shift and it is necessary for him to work overtime, he will be relieved as soon as a qualified relief can be procured if he so requests. Following a 12:00 - 8:00 shift if overtime is necessary every effort will be made to provide a relief by 12:00 noon even when not requested by the affected employee.

ARTICLE 33 CALL IN - ALL EMPLOYEES

33.01 Calls will be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at the regular rate. Calls on Sundays and holidays will be paid for at the rate of time and one-half with a minimum of six (6) hours.

33.02 An employee notified while at work to return to work more than one (1) hour after being allowed to leave and more than one (1) hour before the start of his next scheduled shift will be paid on the basis of a call unless given twenty-four (24) hours' notice of a schedule change.

33.03 If the employee is advised by his supervisor to leave for supper and return, he will then be entitled to time and one-half with a minimum of four (4) hours' pay at his straight time rate.

33.04 If the employee requests to leave for supper and the request is granted by his supervisor, the employee will be entitled to time and one-half only.

ARTICLE 34 CALL IN • DAY EMPLOYEES

34.01 When a day employee is called to the mill at any time outside his regular working period, **it** shall be considered a Call.

34.02 A day employee who is called in for emergency repairs will be paid time and one-half for the period worked with a minimum of four (4) hours straight time pay for each assigned unrelated job except on Sundays and statutory holidays when he will be paid a minimum of **six (6)** hours at his regular rate. This provision not applicable to an employee called in to replace an absence or requested prior to 8:00 a.m. to work his day off.

34.03 When emergency work for which an employee was "called-in" continues after 8:00 a.m., the called-in employee will be paid at time and one-half until his work on that emergency is completed, or until **12:00** noon, whichever first occurs.

34.04 A call shall be considered terminated when the emergency work is completed and the employee leaves the mill or when the employee is relieved from the job.

ARTICLE 35 CALL IN • TOUR EMPLOYEES

35.01 When a tour employee is called to the mill at any time outside his regular working period, **it** shall be considered a Call. If for any reason a tour employee **is** called to replace his mate, this shall not be considered a Call.

35.02 A tour maintenance employee called in for emergency work which continues into his scheduled shift will likewise be paid at time and one half until his work on that emergency is completed, 12 noon, or 12 midnight, whichever first occurs.

35.03 A call shall be considered terminated when the emergency work is completed and the employee leaves the mill or when the employee is relieved from the job.

ARTICLE 36 SHIFT DIFFERENTIALS

36.01 In addition to the hourly rates of pay set forth in the attached wage rate schedule, shift differentials shall be paid to employees working on jobs which generally require workmen two or more shifts during each twenty-four (24) hour period and to employees on jobs whose regular scheduled hours fall completely between the hours of 4:00 p.m. and 8:00 a.m., as follows:-

36.02 Effective on the first of the week following ratification

Increase from 0-25-30
to 0-30-40
12-Hour night shift 47¢

36.03 These shift differentials shall not apply to:

- .. Hours on which overtime is paid, except to hours worked on Sundays and holidays.
- .. In the calculation of holiday and vacation pay.

36.04 Overtime shall not be calculated on shift differentials.

ARTICLE 37 MEAL ALLOWANCE

37.01 Tour Worker - Any tour worker who is required to work more than two (2) hours beyond his regular shift, and not notified at least two (2) hours prior to the start of his regular shift will be provided with a meal allowance of \$3.75. Effective July 1, 1983, Meal Allowance will be \$4.00.

* **37.02** Day Worker - Any employee scheduled as a day worker who is required to work beyond 6:00 p.m. without an opportunity to leave the mill to *eat* will be provided with a meal allowance.

37.03 Any employee called in for emergency work will be provided with his first meal allowance if held in over-a regular meal time (7:00 a.m., 12:00 noon, 6:00 p.m.). Any employee called in for emergency work after 6:00 p.m. will be provided with a meal allowance four (4) hours after he has started the emergency work.

37.04 A further meal allowance will be provided during daytime hours to an eligible employee if held over subsequent meal hours listed above. After 6:00 p.m. meal allowances will be provided to eligible employees every four hours.

37.05 A tour worker scheduled for an eight (8) hour shift and who is working sixteen (16) hours may choose to have his two (2) meal allowances at one time,

ARTICLE 38 HOLIDAYS

38.01 New Year's Day - New Year's Day will be a twenty-four (24) hour operating holiday between 8:00 a.m. January 1st and 8:00 a.m. January 2 for Holiday Pay provisions.

38.02 Easter Sunday - Easter Sunday is defined as the twenty-four (24) hour period between 8:00 a.m. Easter Sunday and 8:00 a.m. the following day.

38.03 Dominion Day - Dominion Day is defined as the thirty-two (32) hour period between midnight June 30th and 8:00 a.m. July 2nd.

38.04 Labour Day - Labour Day is defined as the twenty-four (24) hour period between 8:00 a.m. Labour Day and 8:00 a.m. of the following day.

38.05 Christmas Day • Christmas Day is defined as the forty (40) hour period between 4:00 p.m. December 24th and 8:00 a.m. December 26th.

38.06 December 26th • December 26th is defined as the twenty-four (24) hour period between 8:00 a.m. December 26th and 8:00 a.m. December 27th.

38.07 Any of the above holidays may be changed to a date more suitable to the employees or to mill operations, providing such change in holiday is mutually agreeable to the Company and the Union.

38.08 Good Friday and New Brunswick Day will be considered working holidays on which the Company may, at its option, maintain regular operations. Regular wages will be paid for work done on these holidays and each qualified employee will, in lieu of each such holiday if deferred, take a Floating Holiday on an individually arranged mutually agreed date. In recognition of these added Public Holidays the number of Floating Holidays is increased in total from five (5) to six (6) per year. Employees will be eligible for these two (2) of the possible six (6) Floating Holidays providing that prior to Good Friday and New Brunswick Day respectively they have:-

1, been employed at least ninety (90) days during the previous twelve (12) calendar months and have worked on at least fifteen (15) of the thirty (30) calendar days prior to the holiday

OR

2, have met the full requirements of Article 40 governing eligibility for Floating Holidays.

38.09 Neither production operations nor routine maintenance will be scheduled on Easter, Dominion Day,

Labour Day, Christmas or December 26th holidays except by mutual agreement.

38.10 Essential shutdown maintenance which may be necessary during Easter, Dominion Day, Labour Day, shutdown periods will be limited to those necessary to carry out such essential maintenance; the Company will meet with the Union at least one week in advance of the shutdown to review shutdown plans and any essential maintenance which may be necessary.

38.11 If it is agreed to run the Mill on Dominion Day, then work performed on July 4th will be at time and one half.

38.12 **An** employee who has to work eight (8) hours or more on a shutdown holiday will have the right to request to convert his holiday pay to a paid floater. **An** employee required to work eight (8) hours or more on the Christmas holiday, may, at his request, receive one floater to be scheduled at a later day and will receive eight (8) hours or twelve (12) hours holiday pay, whichever is applicable.

38.13 Operation of the mills on Statutory Holidays will be at the discretion of the Union but there is assurance of the Union's continued cooperation in this matter.

38.14 In the week in which a Statutory Holiday falls, the day off of maintenance employees will not be changed to coincide with the holiday.

ARTICLE 39 HOLIDAY PAY

39.01 **An** employee who has been in the regular employ of the Company for at least thirty (30) days prior to New Year's Day, Easter Sunday, Dominion Day, Labour Day or December 26th shall receive for such day a sum equal to eight (8) hours' pay at the rate of the last working day or payroll classification rate, whichever is greater.

39.02 An employee who has been in the regular employ of the Company for at least thirty (30) days prior to Christmas Day shall receive for such Christmas Day a sum equal to sixteen (16) hours' pay at the rate of the previous day or payroll classification rate, whichever is greater.

39.03 To be eligible for any of the foregoing holidays, an employee must have been at work some time within the thirty (30) day period immediately preceding the holiday. If absent due to sickness or accident or temporary shutdown, the employee must have been at work sometime within the six (6) month period immediately preceding the holiday. An employee terminated within the thirty (30) days preceding a holiday will be eligible for holiday pay if re-employed within thirty (30) days following the holiday.

ARTICLE 40 FLOATING HOLIDAYS

40.01 Any employee who has one or more years of serviced has worked at least six hundred (600) hours in the prior year will, in that calendar year, be eligible for a maximum of six (6) Floating Holidays, including two (2) days in lieu of Good Friday and New Brunswick Day. It should be noted that the Floating Holidays, in lieu of these two Public Holidays, may be qualified for under the provisions of Article 38, Para. 38.08 even though an employee does not meet the qualifications for all six (6) Floating Holidays. The rate paid for a Floating Holiday will be at the rate of the last working day or payroll classification rate, whichever is greater. Such holidays will be taken at a time mutually convenient to the employees and to Management.

40.02 The Company will maintain its present practice of granting floating holidays on short notice providing suitable replacement is available at straight time. The Company will endeavour to

promptly grant requests for floating holidays which are requested well in advance, except this may not be possible during peak vacation periods if suitable relief is not available. In the event more holidays are requested for a specific day than can be granted, those to be granted will be those first requested.

40.03 An employee granted a prescheduled floating holiday at least two (2) weeks in advance will be given a holiday approval slip. In the event serious unforeseen circumstances make it necessary to work an employee holding a holiday approval slip on his approved holiday, he will be paid at time and one-half for all hours worked on that day, and his floating holiday will be rescheduled.

40.04 Floating holidays may be taken by employees during the period January 1 to April 30 of the following year. Floating holidays from the previous year not taken or scheduled by the end of February of the following year may be scheduled by supervisors between March 1 and April 30.

40.05 In scheduling floating holidays in the Maintenance Department seniority within individual trades will be followed on a mill wide basis.

FRASER INC.
Rules Governing Vacations with Pay for
Atholville Mill Employees

Vacations with pay will be granted to regular employees in the Atholville Mill of Fraser Inc. during a calendar year, under the following rules and regulations.

ARTICLE 41 VACATIONS

41.01 Vacations with pay will be granted employees in conformity with the rules of the Company governing vacations with pay, annexed to and forming part of this Agreement.

ARTICLE 42 ELIGIBILITY

42.01 All regular employees at the Atholville Mill will be eligible for a vacation with pay if they have been in the employ of the Company prior to January 1. An employee with one thousand (1,000) qualifying hours in the prior year would then become eligible for two (2) weeks' vacation on his anniversary date after one (1) year of employment.

42.02 Any employee otherwise eligible for vacation with pay, but lacking the required number of qualifying hours in the prior year due to lay-off for lack of work or bona fide illness substantiated by a medical certificate will receive vacation pay as a percent of his total earnings for the prior calendar year.

42.03 Employees who have been in the continuous employ of the Company for at least one (1) year, but less than four (4) years, will be granted two (2) weeks' vacation with pay.

42.04 Employees who have been in the continuous employ of the Company for four (4) years, but less than nine (9) years, will be granted three (3) weeks'

vacation with pay. Eligibility for the third week's vacation will be on the employee's employment anniversary date.

42.05 Employees who have been in the continuous employ of the Company for nine (9) years, but less than twenty (20) years, will be granted four (4) weeks' vacation with pay. Eligibility for the fourth week's vacation will be on the employee's employment anniversary date.

42.06 Employees who have been in the continuous employ of the Company for twenty (20) years, but less than twenty-seven (27) years, will be granted five (5) weeks' vacation with pay. Eligibility for the fifth week's vacation will be on the employee's employment anniversary date.

42.07 Employees who have been in the continuous employ of the Company for twenty-seven (27) years or more, will be granted six (6) weeks' vacation with pay. Eligibility for the sixth week's vacation will be on the employee's employment anniversary date.

ARTICLE 43 VACATION PAY

43.01 An employee meeting the eligibility requirements and having worked at least one thousand (1,000) hours in the qualifying year will be eligible for vacation computed by using the wage rate paid to the employee in his regular occupation, or at a higher rate if upgraded, for three (3) months immediately preceding his vacation. The regular work week of employees will be used in determining the number of hours on which their vacation is based (that is forty-two (42) hours or forty (40) hours).

43.02 Employees otherwise eligible, but having worked less than one thousand (1,000) hours in the qualifying year will receive vacation pay on the basis of two percent (2%) of total earnings in the

qualifying year for each week of vacation eligibility. Such employees will be required to take a minimum of two (2) weeks' vacation and will be eligible to receive all vacation pay due at that time.

43.03 Retirees may take pro-rated vacations and floating holidays at the end of the month in which they become eligible for retirement. Regular vacations must be taken prior to the end of the month of retirement.

43.04 It is understood that an employee while on vacation is not to work for or receive remuneration from other employers.

ARTICLE 44 SCHEDULE OF VACATIONS

44.01 All vacation schedules will be subject to the approval of the Department Superintendent. Vacations will normally be scheduled on a calendar week basis from Sunday to Saturday inclusive.

44.02 Employees wishing a particular vacation period will submit their preference by April 1st to their departmental superintendent. Vacation preference submitted by April 1st will be honoured on a Department - Seniority basis providing such scheduling will not interfere with mill operations. No employee may use his seniority to gain vacation preference for more than the following :

- (a) June 1 to September 1 - 2 weeks
- (b) October 1 to December 1 - 1 week

until more junior employees have had an opportunity to exercise a preference. Department Heads will, between April 1-15, review vacation schedules and will make revisions and adjustments as necessary.

44.03 Vacation preferences submitted after April 1st will be honoured in the order received.

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44.04 Vacation for employees who have not submitted vacation preferences by September 15th, may be scheduled by the departmental superintendent.

44.05 Should special circumstances require that an employee's posted approved vacation be cancelled during the one week period prior to its start, he will then work a full normal work week and will be paid at time and one half for all hours worked in addition to his vacation pay. The employee, at his option, may reschedule vacation for a later date with no added vacation pay. Vacations will not be cancelled or rescheduled after they have been posted as approved. Posting of approved vacations will be made one week in advance of posting of work schedules.

44.06 In the event an employee has started his vacation and is called in to work while on vacation, such call will be voluntary and the employee will work only during an emergency situation, and will be paid double time for all hours worked in addition to a call.

44.07 Scheduled vacations which are cancelled and the employee remains on the job will be posted within the department for reassignment of the vacation. The basis for eligibility will be determined by seniority. Vacation will not be provided if it would result in more than two (2) weeks' vacation during prime vacation time, unless no other employee with less than two (2) weeks applies for the cancelled week.

44.08 Vacations which are due during the sixteen (16) month period beginning January 1 must be taken prior to April 30th of the following year; except that employees who have vacation left and who are on Weekly Indemnity Insurance in the month of April will be permitted to take such vacation up to May 31st. Vacations cannot be accumulated for future years and vacations are not transferable. **An** employee

cannot take pay in lieu of vacation.

44.09 In scheduling vacations in the Maintenance Department seniority within individual trades will be followed on a mill wide basis.

44.10 The Company shall make rules and regulations governing the administration of the vacation plan.

44.11 The Company is agreeable to having a Committee composed of 2 Company and 2 Union representatives who will review problems which arise associated with scheduling vacations during the summer.

ARTICLE 45 FUNERAL LEAVE

45.01 When death occurs to a member of an employee's immediate family, the employee will be granted a paid leave of absence of not more than three (3) scheduled working days, exclusive of his scheduled day or days off. Funeral leave to be increased to five (5) days or forty (40) hours for spouse, children, adopted children and stepchildren. These three (3) days or five (5) days must be taken within seven (7) calendar days from the day of the funeral.

45.02 He shall be paid for eight (8) hours at his regular straight time rate for each of the three (3) or five (5) scheduled working days lost. Pay will be at straight time even though one or more of the days of funeral leave occur on Sunday or a paid holiday. The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave.

45.03 Pay will not be granted if the employee does not attend the funeral. Members of the immediate family are the employee's wife or husband, father, mother, brothers, sisters, sons, daughters,

father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-daughter, step-son, grandfather, grandmother and grandchildren, or adoptive parents.

ARTICLE 46 JURY DUTY

46.01 **An** employee required to be absent from work by reason of Jury Duty or subpoenaed as a Crown witness shall be paid the difference between jury pay or witness pay and his regular straight time hourly rate up to a maximum of his regular scheduled hours in any day.

ARTICLE 47 EMPLOYEES WISHING LEAVE OF ABSENCE

47.01 Employees wishing a leave of absence must have permission from the superintendent in charge of the department and approval of the Personnel Supervisor. An employee with two (2) or more years of service may be granted a leave of absence, up to a maximum of one (1) year, for the purpose of attending a recognized educational institution on a full time basis in connection with some Company job related studies. The request for such leave of absence must be submitted to the departmental superintendent, in writing, at least one (1) month prior to the requested starting date.

47.02 **An** employee elected as a member of the Federal or Provincial Legislature may be granted a leave of absence without pay covering his first term in office. **An** employee accepting full time employment with the Canadian Paperworkers Union may be granted a leave of absence without pay for a period not to exceed one year.

47.03 **An** employee wishing to terminate a leave of absence prior to its scheduled date must give thirty (30) days advance written notice of desire for early return to work.

47.04 During periods of leave of absence only his seniority will accumulate.

47.05 Leaves of absence will not normally be extended.

ARTICLE 48 BLOCK RELEASE TRAINING

48.01 Employees who require courses so as to advance in their line of promotion which can only be obtained through block release, will receive a weekly allowance from the Company, of the difference between their regular rate at thirty-five (35) hours per week and the total of all manpower and other allowances, except board, mileage and dependent allowances to which they are entitled because of taking the course.

48.02 On confirmation of successful completion of a unit, the Company allowance will be increased by the difference between thirty-five (35) and forty (40) hours for each week the employee was in attendance at the approved course.

48.03 In order to qualify for this allowance advance permission must be obtained from the employee's Superintendent and the Personnel Supervisor. Such permission may be withheld temporarily if the total number of absences would be such as to adversely affect efficiency. Opportunity will be given in order of job seniority. In no case will an employee be eligible for more than six (6) weeks of Block Release allowance in any one year.

48.04 If the Company prevents an employee from attending block release for two or more years, course completion requirements prior to being eligible for promotion to second class will be waived. In no case will an employee be eligible for promotion to 1st class if he has not successfully completed course requirements.

48.05 Time off necessary to write qualifying examinations (other than supplemental exams) during scheduled working hours will be provided with pay if such exam cannot be scheduled on his time off.

48.06 It is also understood that **if** a day maintenance employee has to leave his job early to make arrangements with Manpower for block release or modular training, he will be paid for time **lost up** to a maximum of one (1) hour.

ARTICLE 49 TEMPORARY TRANSFER OUTSIDE BARGAINING UNIT

49.01 **An** employee who has been promoted or transferred to a job outside the bargaining unit on a regular basis, will retain for a period of ninety (90) days all the rights he had while in the bargaining unit. The ninety (90) day period will commence the day the employee assumed the permanent vacancy.

49.02 Should circumstances make his return to the bargaining unit necessary during the ninety (90) day period, he will be reinstated on the job he would have performed if he had not left.

49.03 A Union employee temporarily substituting **for a** salaried, supervisory employee will not work **as** both a bargaining unit employee and as a salaried supervisory employee on the same day.

49.04 **If a** Union employee has been scheduled to substitute for a salaried supervisory employee for a week, the upgraded Union employee will not work extra hours in the bargaining unit during that week providing other qualified employees are available. If he is substituting for less days than his normal schedule he will be allowed to work in the bargaining unit for such time as he would otherwise lose.

ARTICLE 50 AUTOMATION

50.01 A joint committee on automation will be established which shall consist of five (5) persons representing Management and five (5) representing the Union. It shall be the function of the committee to study the effects of technological changes and automation on employees and their effect on working conditions and to make such recommendations as are agreed upon to the Mill Manager, to ensure that the interest of the Company and of the employees are fairly and effectively protected.

50.02 When equipment installation or operating plans are being introduced which will reduce labour requirements) the Company and Union have agreed to review and study the effect of such changes. These discussions would cover the problem of retraining and/or relocating, as far as is possible, the men displaced by such changes, and would take maximum advantage of the time available between decision and introduction of planned changes.

50.03 In the event that it is necessary, crews will be reduced in accordance with Article 13. A regular employee with one or more years of service who is permanently set back to a lower paid job due to technological changes or automation will receive the rate of his former regular job for hours worked for a period of three (3) months, and for a further period of three (3) months he will be paid at an adjusted rate which will be midway between the rate of his former regular job and the rate of his new regular job to which he was demoted. At the end of this **six (6)** month calendar period, the rate of his regular new **job** will apply. An employee with one or more years of continuous service who is laid off from a regular job due to technological changes or automation, and who is separated from the payroll because no work is available for him, will be paid severance pay in accordance with Article 51 • Severance Pay.

ARTICLE 51 SEVERENCE PAY

51.01 All employees laid off from a regular job and separated from the payroll who have one or more years of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them. Severance pay shall not be paid due to job elimination for such causes as fire, flood or explosion.

51.02 Severance pay shall be two percent (2%) of eligible total earnings from last date of hire or one and one half percent (~~1½%~~) of his regular rate times 2,080 hours times his full years of continuous service, whichever is greater.

51.03 One half ($\frac{1}{2}$) of an employee's severance pay will become due after he has been laid off six (6) weeks. The second half of the severance pay will be due after the employee has been laid off three (3) months. At the request of the employee, the payment of severance pay due may be delayed. Severance pay will not be given after an employee has been recalled to work.

51.04 An employee's recall rights will not be affected in any manner because of payment of severance pay. However, if recall occurs before the severance payment is due (or paid, if delayed at the request of the employee), no such payment will be made. Or, if an employee is offered recall and it is refused, all severance pay rights are automatically cancelled.

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

51.06 If an employee is recalled after having received one half ($\frac{1}{2}$) of the severance pay he was eligible for, he will, upon return to work, retain the right to the unpaid portion if laid off a second time in excess of six (6) weeks. He will begin accumulating a new period of time which will, in addition, be credited toward any future lay-off.

ARTICLE 52 MILL DISCIPLINE

52.01 Causes for Suspension or Discharge. An employee may be suspended or discharged for any of the following reasons:

1. Refusal to comply with the Company's rules.
2. Neglect of duty.
3. Incompetence.
4. Deliberate sleeping on duty.
5. Bringing or using intoxicants on Company premises.
6. Smoking upon the Company's premises, except in designated places,
7. The giving or taking of a bribe of any nature as an inducement to obtaining work or retaining a position.
8. Destruction of Company's property.
9. Dishonesty.
10. Reporting for duty under the influence of liquor.
11. Reporting for work under the influence of drugs or using drugs on Company premises except as prescribed by a licensed physician.
12. Disorderly conduct.
13. Disobedience.
14. Failure to report accidents at time of occurrence.
15. Any action considered to be to the detriment of good operation of the

mill or which might affect the welfare or safety of a fellow employee.

ARTICLE 53 APPLICATION OF DISCIPLINE

53.01 A departmental foreman or superintendent shall have authority to suspend from service any employee under his supervision who violates the rules of the Company or the laws of the land while such employee is on duty or on the Company's premises. He shall advise the employee of his reason for such action.

53.02 The departmental foreman exercising such authority shall report the matter in detail to the departmental superintendent with his recommendation.

53.03 The departmental superintendent shall have authority to decide the action to be taken explaining to the employee his right of appeal to the Mill Manager,

53.04 If an employee has a clear record for a one (1) year period his record shall be considered clear, excepting absenteeism which is provide for in Article 54.

ARTICLE 54 PENALTIES FOR ABSENTEEISM

54.01 Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:-

1. First case • Instruction and warning.
2. Second case • Instruction and up to three (3) days lay-off.
3. Third case • Instruction and lay-off subject to discharge.

54.02 It is understood that should an employee have a clear record for a twelve-month period between Steps "1" and "2" or Steps "2" and "3" or after Step "3", his record shall be considered clear.

ARTICLE 55 ADJUSTMENT OF COMPLAINTS

55.01 If a complaint arises which an employee wishes to take up with the Company, the employee involved will first discuss his difference with the foreman who took the action with which the employee disagrees. Such matter must be brought to the attention of the foreman within five (5) working days of occurrence. While the employee has the right to be accompanied by his departmental union representative, the employee himself must be present at this initial stage of the grievance procedure.

55.02 If the employee is not satisfied with the decision of the foreman in writing or fails to receive an answer from him within five (5) working days, the matter may, within a further two (2) working days be presented to the departmental superintendent by the employee and/or his departmental union representative.

55.03 If within three (3) working days the matter is not satisfactorily resolved by the departmental superintendent, then, within two (2) working days, the Union Grievance Committee may present the grievance in writing to the Mill Manager or his representative.

55.04 Within five (5) working days, after receipt of same, the Mill Manager or his representative shall make a reply in writing stating the adjustment, if any, he has made.

55.05 If the Mill Manager's reply fails to resolve the grievance, the matter may then within ten (10) working days, be referred in writing to the Vice-president - Manufacturing or his representative, and a National Officer of the Union.

55.06 If the matter is not satisfactorily resolved within thirty (30) days, and if it is an alleged violation of the Labour Agreement, it may be referred to a Board of Arbitration composed of three members, one of whom shall be appointed by the Company, one by the Union and the two so appointed shall select the third, who shall be Chairman. If the selection of a Chairman is not agreed upon within five (5) days, the Minister of Labour for the Province of New Brunswick shall be requested to name the Chairman. It is understood that the function of the Board of Arbitration shall be restricted to the interpretation and application of the provisions of this Agreement. It shall deal only with the specific questions submitted to it and shall not attempt to add to, subtract from or alter in any way the provisions of this Agreement. The Board's decision shall be final and binding on both parties.

55.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman and the Board as a whole.

55.08 If an employee is thought to have been unjustly discharged or laid off, his case shall be reported in writing to the Mill Manager within forty-eight (48) hours and, if on investigation he is found to have been unjustly discharged or laid off, the employee shall be reinstated without lost time.

55.09 Saturdays, Sundays and holidays are excluded in calculating the time limits specified in the grievance procedure.

**ARTICLE 56 GROUP LIFE ASSURANCE, WEEKLY INDEMNITY
 AND LONG TERM DISABILITY PLANS**

56.01 The Group Life Assurance, Weekly Indemnity and Long Term Disability Insurance and Blue Cross Hospitalization, Medical and Dental Plans form

part of this Agreement. It is understood that the Company may enter into contracts with insurance companies and/or may self-insure to provide the negotiated benefits of the Plans. A copy of all applicable master insurance policies shall be given to the Union, along with any amendments as they occur. No change to any policy shall be made that may result in a reduction in the level of negotiated benefits except by mutual agreement by both parties.

ARTICLE 57 GROUP HOSPITALIZATION, DENTAL, SURGICAL AND MEDICAL PLAN

57.01 The Group Hospitalization, Dental, Surgical and Medical Plan form part of this agreement and is fully Company paid.

57.02 The current Blue Cross Dental Plan "G" will be continued which provides payment of covered services at **100%** of the dentist's usual and customary fee up to **100%** of the current N.B. Dental Society Fee Guide.

57.03 The maximum Company contribution towards the cost of the premium for the Dental Plan will be increased to **\$16.25** per month for family coverage and **\$8.75** per month for single coverage, effective on the first of the month following ratification. Effective **July 1, 1983**, the maximum Company contribution will be increased to **\$17.50** per month for family coverage and **\$10.00** per month for single coverage.

57.04 Dental Plan coverage and any increase in premiums during the term of this contract that exceeds the Company's maximum contribution in effect at the time, will be payable by the employee.

57.05 Health Care Benefits. The benefits of this program relate to three basic areas of expense as follows:

- A. Supplementary Hospital Benefits covering hospital expenses and the excess of semi-private room accommodation over standard ward costs;
- B. Extended Health Benefits • covering medical expenses not covered under basic Provincial medicare;
- C. Prescription Drug Benefits • covering a broad range of prescription drugs and certain other commonly-used medications.

Each of these areas is described in more detail later in this summary.

You are eligible if you are a full-time hourly paid employee covered under Local 160 and resident in Canada. Your eligible dependents are your spouse and unmarried dependent children. Dependent children are normally eligible up to the end of the year in which their 19th birthday occurs, but can be covered up to age 25 if they are full-time students or mentally or physically disabled. If you have dependent children over age 19 who should be covered, Blue Cross must be specifically advised each year.

You become eligible for this coverage after 6 months of continuous service. It is important to note that you must enroll yourself and your dependents within 31 days of marriage.

Your insurance will automatically terminate on the earliest of the following dates:

1. The date the group insurance policy terminate, or,
2. The end of the month in which you cease active work, except that:

- a. if you are absent from active work due to an injury or sickness, your insurance *may* be continued;
- b. if you become totally disabled or retire prior to age 65, you will be transferred at the end of that month to the group policy for retired employees.

Your dependent's insurance will automatically terminate on the earliest of the following dates:

1. The date dependent coverage is terminated under the Group Insurance Policy;
2. The date your employee insurance terminates; or
3. The date your dependent no longer qualifies as a dependent under the policy.

57.06 Extended Health Benefits. The plan pays 80% of the actual cost (**up** to the specified maximum eligible expenses) of the following items:

- .. hospital costs in a public general hospital outside Canada, including in-patient and out-patient services, when not covered by a government program.
- .. charges for private duty nursing in your home by a registered nurse, provided the service is recommended by the attending physician. The maximum eligible expense is

\$5,000 per person in any 12 consecutive month period.

charges for professional ambulance or air ambulance to and from the nearest appropriate hospital.

-- charges for an accompanying registered nurse as an ambulance attendant, when medically necessary, to a maximum of \$300 per person in any 12 consecutive month period.

-- charges for orthopedic shoes as prescribed by a physician, including repair and adjustments, up to a maximum eligible expense of \$40 per person in any 12 consecutive month period.

-- charges for molded arch supports, excluding replacement except for pathological reasons, as prescribed by a physician, to a lifetime maximum of \$70 per person.

-- charges for hearing aids as prescribed up to a maximum eligible expense of \$300 per person in any 7-year period.

-- charges for vision care including prescribed eye glasses and hardex safety glasses to a maximum eligible expense of \$55 per person in any 24 consecutive month period (12 month period for persons under 18). This includes a maximum of \$15 for frames and \$15 for an eye examination.

57.07 Prescription Drug Benefits. The plan **pays** the excess over \$1 of the cost of **drugs** prescribed by a physician. Excluded from coverage are non-prescription drugs, contraceptive preparations (except oral contraceptives), diagnostic, experimental and research drugs and drugs furnished while an

in-patient or out-patient by any hospital. Also excluded is the cost of eligible prescription drugs in excess of a supply sufficient for 34 consecutive days or the cost of a refill on a prescription more than one year after the original date of issue. In addition, if your spouse is eligible for prescription drugs provided under a Provincial Government plan, such drugs are excluded from this plan.

57.08 Dental Care Benefits. This program covers expenses such as basic benefits · charges for diagnostic and preventive services, fluoride treatments and most basic dental procedures.

You are eligible if you are a full-time hourly paid employee covered under Local 160. Your eligible dependents are your spouse and unmarried dependent children. Dependent children are normally eligible up to the end of the year in which their 19th birthday occurs, but can be covered up to age 25 if they are full-time students or mentally or physically disabled. If you have dependent children over age 19 who should be covered, you must specifically advise Blue Cross each year.

You become eligible for this coverage after 6 months of continuous service. It is important to note that you must enroll yourself and your dependents within 31 days of this date or you may have to submit evidence family coverage within 31 days of marriage.

This plan pays for the following services, up to 100% of the current applicable dental society fee guide:

DIAGNOSTIC

Clinical Oral Examination

Initial oral examination of new patient with report
"Periodical oral examination of previous patient
(*Limited to one in any 6 month period)

payments through no fault of his, the Company will, upon employee request, make arrangements for an advance to the employee against Workers' Compensation payments due him.

ARTICLE 59 WEEKLY INDEMNITY INSURANCE PLAN

(The following is a 'brief summary of some of the benefits for which you may be eligible. All rights with respect to benefits will be governed solely by the Group Master Policy issued by the Insurance Company, details of which may be obtained from the Personnel Department.)

59.01 The Company shall provide at no premium cost to the employees a Weekly Indemnity Insurance Program administered in accordance with the terms of the Insurance Policy and containing the following governing provisions.

59.02 Participation. Participation in this Plan ~~is~~ limited to regular employees who have completed three (3) months of employment since last date of hire, or casual employees with six (6) months of employment since last date of hire, with the Company.

59.03 Amount of Disability Benefits. Effective the first of the month following ratification for disabilities commencing on or after the effective date.

The amount of disability benefits shall be seventypercent (70%) of an employee's wage subject to a maximum weekly disability benefit of \$308.00 for the first four (4) weeks of benefit payments. Effective July 1, 1983, the maximum weekly disability benefit for the first (4) four weeks of benefit payments shall be increased to \$339.00.

59.04 "Wage" means an employee's *regular* scheduled straight time weekly earnings, based on 40 times his regular straight time classified rate, if a day worker, or 42 times his regular straight time classified rate, if a tour employee.

59.05 The amount of benefit shall be reduced by any payments to which the employee may be entitled to under the C.P.P./Q.P.P. disability plan and/or Workers' Compensation.

59.06 The benefit structure will be adjusted twice annually, on January 1 and July 1.

59.07 Any employee not actively at work on the effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active employment.

ARTICLE 60 ELIGIBILITY FOR PAYMENT

60.01 The Weekly Indemnity for disability from injuries shall commence on the 1st day of such disability, and the Weekly Indemnity for disability from sickness or disease shall commence on the 4th day of such disability. Effective March 1, 1979, if because of sickness, an employee is confined to a hospital within six (6) days of the date he ceased to work due to this sickness, the Weekly Indemnity shall commence on the 1st day of the disability.

60.02 The Weekly Indemnity shall be paid for not exceeding fifty-two (52) consecutive weeks during each period of disability.

60.03 Employees aged 65 and over will not be entitled to receive Weekly Indemnity benefits.

60.04 Employees shall not be entitled to receive Weekly Indemnity benefits for any week for which they receive vacation pay from the Company.

60.05 If, through no fault of the employee, his initial cheque for a weekly indemnity benefit is delayed, a Company advance on undisputed cases will be made available on Friday of the calendar week following the week of filing the required W.I. claim forms provided the employee signs a form indicating he will return any advance payment to the Company.

ARTICLE 61 LONG TERM DISABILITY BENEFIT PLAN

The Company shall provide, at no premium cost to the employees covered by this Agreement, a Long Term Disability Benefit Plan, administered in accordance with the terms of an insurance policy, or the Company may elect to self-insure, but, in any event, the Plan shall contain the following governing provisions:-

61.01 Eligibility. The Long Term Disability Benefit Plan shall be compulsory for all employees, who are participants in, and who are covered under the terms of the Fraser Inc. Weekly Indemnity Benefit Plan.

61.02 Qualifying Period. An insured employee shall be eligible to receive a Long Term Disability benefit after a qualifying period of fifty-two (52) weeks of benefits for the same disability under the weekly indemnity plan or from the Workers' Compensation Board following a compensable accident, providing proof of disability is submitted within six (6) months following the qualifying period.

61.03 Definition of Disability. "Disability" shall mean an inability on the part of the insured, because of disease or injury, to perform the duties of his own regular occupation during the first twelve (12) months of payments under this plan, and thereafter an inability to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

61.04 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 3 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 10.05 or 10.06 as the case may be.

61.05 Fifty percent (50%) or regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum monthly payment of \$1,500. The regular straight time hourly rate shall be the classified rate of the employee effective January 1st of the year in which disability occurs.

61.06 The amount of benefit shall be reduced by any payments to which the employee may be entitled under the C.P.P./Q.P.P. disability plan, (except increases in such amounts occurring twelve (12) months or more after disablement), Workers' Compensation excepting permanent partial disability awards previously granted for prior injuries or Unemployment Insurance.

61.07 While receiving benefits under this Plan, an employee will continue to accrue pension benefits at no cost to him, in an amount equal to two percent (2%) of benefits payable under the Insurance Plan (before any reduction of benefits stipulated under section 5(b) of this Plan). Death benefits will not accrue during this period, except with respect to interest on the employee's contributions made prior to commencement of L.T.D. benefits.

ARTICLE 62 **BENEFIT PERIOD**

62.01 Benefit will be paid for one month for each completed month of service prior to the onset of disability, while the employee is disabled.

ARTICLE 63 DURATION OF BENEFITS

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

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

63.02 On retirement, which shall occur on the date on which benefits are first payable without reduction under the early retirement provision of the Fraser Inc. Pension Plan (currently age 61). The service restriction of twenty (20) years with respect to unreduced early retirement benefits will be waived for employees affected by this proposal.

63.03 On death; or,

63.04 Attainment of age 65. (If not a member of the Company Pension Plan.)

ARTICLE 64 PARTICIPATION IN GROUP LIFE INSURANCE

64.01 CO-incident with the date on which an employee first becomes eligible to participate in the Long Term Disability Benefit Plan, he shall cease to be eligible for any benefits payable for Total and Permanent Disability as provided for under Section XIV of the General Provisions of Sun Life Assurance Company of Canada Group Policy No. 933-G.

64.02 An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy Group Life Insurance coverage at no premium cost to him.

ARTICLE 65 EXCLUSIONS

65.01 An insured employee receiving Long Term Disability Benefit payments shall not accumulate credit for vacation or holidays.

65.02 Benefits under the Long Term Disability Plan will not be payable for claims resulting from:

(i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit,

or

(ii) Pregnancy, miscarriage, childbirth birth, or any complications thereof,

or

(iii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation,

or

(iv) Self-destruction or any self-inflicted injury, while sane or insane,

or

(v) Disability for which the employee is not under the treatment of a physician,

or

(vi) Alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is

undergoing regular rehabilitative treatment approved by the insurer and a physician.

ARTICLE 66 REHABILITATION

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

66.02 In consideration for the Weekly Indemnity and Long Term Disability Plans, any and all rebates from Unemployment Insurance will continue to be retained by the Company.

66.03 A Joint Claims Review Committee will be established in each mill consisting of two members of management and two representatives of the local Union. It will be the function of this committee to monitor claims experience, for Weekly Indemnity and L.T.D. on a quarterly basis, and to recommend measures for improving claims experience.

GROUP LIFE INSURANCE

(The following is a brief summary of some of the benefits for which you may be eligible. All rights with respect to benefits will be governed solely by the Group Master Policy issued by the Insurance Company, details of which may be obtained from the Personnel Department.)

ARTICLE 67 PLAN "A"

67.01 Employees covered by the Group Life Insurance prior to July 1, 1963, may at their option, for the term of this Agreement, retain their present insurance plan, to be referred to as Plan "A", (subject to withdrawal of permanent and total disability provision, replaced by a waiver of premiums after twelve (12) months' disability, when they become eligible for coverage under Long Term Disability Insurance) and will continue contributions on the basis of 60¢ per month per \$1,000 of coverage.

67.02 For employees who elect to retain their Plan "A" coverage, the maximum amount of life insurance to be kept in force for the term of this Agreement after reaching age 65 will be the amount in force as at December 31, 1970. This amount will be reduced by 50% with a minimum coverage of \$2,500 on attaining age 70. The Company will absorb the total cost of this coverage.

SCHEDULE OF INSURANCE BENEFITS
PLAN "A"

<u>67.03</u> <u>Employee's Regular</u> <u>Classified Hourly Rate</u>	<u>Amount of</u> <u>Insurance</u>	<u>Employee's</u> <u>Monthly</u> <u>Contribution</u>
Up to \$3.52	\$10,500	\$6.30
\$3.53 but not more than \$4.04	\$12,000	\$7.20
\$4.05 but not more than \$4.61	\$13,500	\$8.10
\$4.62 but not more than \$5.08	\$15,000	\$9.00
\$5.09 but not more than \$5.54	\$16,500	\$9.90
\$5.55 but not more than \$6.06	\$18,000	\$10.80
\$6.07 but not more than \$6.52	\$19,500	\$11.70
\$6.53 but not more than \$7.04	\$21,000	\$12.60
\$7.05 but not more than \$7.56	\$22,500	\$13.50
\$7.57 but not more than \$8.08	\$24,000	\$14.40
\$8.09 but not more than \$8.54	\$25,500	\$15.30
\$8.55 but not more than \$9.06	\$27,000	\$16.20
\$9.07 but not more than \$9.58	\$28,500	\$17.10
\$9.59 or over	\$30,000	\$18.00

Changes in the amount of insurance coverage will be made twice annually, on January 1 and July 1.

ARTICLE 68 PLAN "B"

68.01 Employees covered by the Group Life Insurance Plan after July 1, 1963, all new employees when eligible and employees covered prior to July 1, 1963, who so elected when canvassed, will be covered by the Group Life Insurance Plan "B".

68.02 Life Insurance Plan "B" provides coverage of \$25,000 for all employees enrolled and is mandatory for all new employees upon completion of six (6) months' continuous service.

68.03 Insurance coverage reduces to \$2,500 with no further premiums payable by the employee at early or regular retirement.

68.04 No benefit shall be payable in the event of permanent and total disability. However, insurance premiums shall be waived after twelve (12) months of disability and such waiver shall continue so long as the employees remain disabled.

68.05 Employees covered by Insurance Plan "B" shall be covered, while in the active employ of the Company, for \$25,000 accidental death and dismemberment insurance.

68.06 Company to pay full premium, effective the first of the month following ratification.

ARTICLE 69 PENSION PLAN

69.01 The Pension Plan for the employees of Fraser Inc. at Edmundston and Atholville, covered by Labour Agreements with the Canadian Paperworkers Union, forms part of this Agreement.

69.02 Prior Service Improvement. For service rendered from January 1, 1979 to December 31, 1980, an increase from 2.0% of contributory earnings to 2.65% of contributory earnings.

69.03 The Pension Plan will be amended to provide that any member electing to retire between age 61 and 65 will receive, providing he has at least twenty (20) years of continuous service, a bridging supplement of \$11.00 per month for each year of continuous service, up to a maximum of thirty (30) years' service. Such supplement shall commence on his early retirement date and terminate at age 65, or such earlier date as he may become eligible to receive benefits under the Canada Pension Plan or the Old Age Security Act.

69.04 Subject to the approval by Revenue Canada and to all provincial laws, the Company agrees to the following amendments to the Pension Plan:

69.05 Pension Benefit. Any member retiring on or after July 1, 1982 and before July 1, 1984 under the terms of the Early Retirement or Normal Retirement provisions of the Plan will receive a pension benefit equal to the greater of:

- a) The benefit accrued to the date of retirement under the existing Plan, or;
- b) 1.65% of the member's average annual earnings during the five (5) years prior to July 1, 1984 for which his earnings were the highest multiplied by the number of years (including fractions) of Continuous Contributory Service prior to his retirement less 1/35 of the C/QPP benefits in effect in the calendar year of retirement multiplied by the number of years (including fractions) of Continuous Contributory Service between January 1, 1966 and his date of retirement.

Earnings for the purpose of this calculation shall be the employee's classified rate multiplied by his normal

scheduled hours (40 hours per week for day employees and 42 hours per week for tour employees).

(c) Benefits payable upon early retirement shall be subject, when applicable, to the reduction factors and other conditions provided under the terms of the Plan in effect June 30, 1982.

69.06 Adjustment of Earnings. In the event that an employee's earnings in any of the five 12-month periods immediately preceding his retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the employee's earnings for that period will be adjusted to reflect his normal annual schedule of hours, provided the employee has been actively at work for at least 3 months during that 12-month period. For a disabled employee, the classified rate to be used for this adjustment shall be the classified rate in effect immediately preceding the onset of his disability.

69.07 Employee Contributions. Effective January 1, 1983, employee contributions to the Fraser Inc. Pension Plan will be 5% of earnings minus C/QPP contributions.

Earnings for the purpose of this calculation shall be the employee's classified rate multiplied by his normal scheduled hours (40 hours per week for day employees and 42 hours per week for tour employees), including vacation and holiday pay.

The parties agree that if at any time following the date of signing of this memorandum, the government(s) take action affecting the level of contributions required to the C/QPP or the level of benefits provided by these plans, a meeting will be

held to discuss adjustments to the formula which would be required in order to maintain the principle of **cost-sharing as intended at the date of signing.**

69.08 Future Service Normal Pension Accrual.

The Company agrees to maintain the present ratio for calculating Future Service Normal Pension accruals, which is fifty percent (50%) of employee contributions.

69.09 Bridging Supplement.

Any member in service electing early retirement effective July 1, 1982 at age 61 and over, provided he has accumulated at least twenty (20) years of service, will be eligible for a bridging supplement of \$16.00 per month multiplied by the number of years (including fractions) of Continuous Contributory Service up to a maximum of thirty (30) years credited service. The bridging supplement shall commence on the member's Early Retirement Date and terminate in the month in which he becomes eligible to receive benefits under the C/QPP and/or the Old Age Security Act, or in the month immediately following his death, which ever first occurs.

69.10 Employees Eligible.

Employees hired after the date of ratification shall join the plan after six (6) months of Continuous Service, provided they are under age fifty-five (55) when they complete the six (6) months of required service.

ARTICLE 70 CONTRACTING OUT

70.01 The Company will meet with the Union to review and discuss work on mill premises before being contracted out to assure the fullest possible understanding.

70.02 The Company agrees not to contract out regular and normal maintenance work on Atholville Mill buildings and equipment which is to be performed at

the 'mill location. This Agreement shall not be interpreted to prevent the Company, at its discretion, from Contracting out new construction or the installation of new equipment, from having specialized repairs done by equipment manufacturers or their representatives, or from contracting for specialized services for which the mill is not equipped or for which our crews do not have the skills necessary to perform the function in an efficient manner.

70.03 ~~When~~ necessary to rent outside equipment for use in the mill which our own equipment cannot do or perform the Company will not be required to supply an operator with rented equipment. It is understood that if there is ~~an~~ overload of work for mill equipment the Company and the Union will meet to review the need for outside equipment as is the practice on outside contractors.

ARTICLE 71 GENERAL

71.01 Employees' Automobiles. Employees' automobiles shall not be allowed on the mill premises without a special pass from the Mill Manager's-office.

71.02 Removing Company Property. ~~Materials~~ which are Company property shall not be removed from the premises unless covered by a purchase order or material pass.

71.03 Employees Entering Mill ~~When~~ Off Duty. ~~An~~ employee wishing to enter the mill property at any time other than when reporting for work must obtain a pass from the Personnel Office.

71.04 Mill Passes. Mill passes are available daily between the hours of 9:00 a.m. and 11:00 a.m. and between 2:00 p.m. and 4:00 p.m., except Saturday. No passes will be issued on Saturday after 11:00 a.m. or on Sundays or holidays, except by special arrangement with the Mill Manager.

71.05 Posting of Notices. Notices shall not be posted in the mill, except upon the official bulletin boards and after permission for doing so has been obtained from the Personnel Department.

71.06 Mill passes will be provided to the Executive Committee of Local 160.

71.07 The Company will pay the cost of renewal of trade and steam plant licenses as required by the Company.

ARTICLE 72 GENERAL MAINTENANCE

72.04 Metric Tool.' Where an employee already owns a tool in Imperial measure and is required by the Company to add the equivalent tool in metric measure, the Company will reimburse 50% of the reasonable cost of the metric tool. However, if a government allowance program is reinstated then the Company will reimburse 50% of the balance remaining after applying the government allowance.

72.14 If it becomes necessary for the Company to add a tradesman, above the helper level, to its maintenance crew, the Company will review the situation with officials of the Union, with the intent that both parties will arrive at a mutually satisfactory solution to the problem.

ARTICLE 74 SIDE AGREEMENT ON APPROVED CHANGES TO T.Q.R.

Amendment to be as follows:-

Eliminate Section 8, A to E inclusive, found on Page 3 of existing T.Q.R. booklet. Replace said Section 8, as follows:-

The following are the educational requirements for employees entering the maintenance trades as helpers.

1st Choice Graduate of a grade twelve high school course, along with successful completion of a one-year Trade **school course** in the trade applied for. If none are available, the screening would continue.

2nd Choice Graduate of a grade twelve Academic High School Course. If none are available, the applications would **be screened as follows**:

3rd Choice Graduate of a grade twelve Industrial Arts High School course who has done well in his course.

Other candidates would not be considered suitably prepared for the trades.

ARTICLE 75 FIELD SERVICE DEPARTMENT

75.01 Preamble: The purposes of this Agreement are:-

75.02 To provide the maximum flexibility **so** as to permit the Company to accomplish alterations to its mill facilities in the most efficient and economic way possible.

75.03 Where practical and men of the required skills and ability are available, to give opportunity to employees laid off from Fraser operations and to local residents to work on Field Service projects in Atholville.

75.04 To provide employees hired for Field Service work by Fraser with benefits accruing to Fraser employees under the terms of the existing Labour Agreement without infringing on the rights of regular mill employees or in any way restricting the freedom **of** the Company *to add to*, subtract from or eliminate Field Service forces as it may determine to be in its best interest.

75.05 To assist the Company in providing facilities which will improve the competitive position, of Fraser and, hence, the security of its operations and regular employees.

75.06 Fraser Inc. recognizes the Canadian Paperworkers Union and its Atholville Local No. 160 as bargaining agents for all Company employees assigned to Field Service work at its Atholville Mill in Atholville, N.B., except Professional, Supervisory, Safety and Security Employees and those excluded by the New Brunswick Labour Relations Act.

75.07 The Company retains the right to contract to others as it deems desirable any or all construction work.

75.08 Regular employees of Fraser who may be assigned to its Field Service forces will continue to hold and accrue job, department, and mill seniority in the jobs and departments from which they were transferred and may be returned to such positions at any time with full seniority on the jobs they previously held or to which they would have been entitled if they had not been transferred to the Field Service Department.

75.09 Regular employees who are in a lay-off status at the time of transfer to its Field Service forces will neither shorten nor lengthen their retention of regular seniority by reason of such transfer. In the event a laid-off regular employee holding regular seniority is recalled to regular work while employed in the Field Service Department, he may return to regular employment to re-establish his regular seniority.

75.10 Regular maintenance personnel assigned to the Field Service Department may be promoted but will upon return to the maintenance crew be returned to that classification and rate they would have held had

they not been assigned to the Field Service Department.

75.11 Employees assigned to the regular maintenance forces whether as a replacement for men transferred to the Field Service Department or otherwise will follow the normal job bidding procedure and must meet all normal mill maintenance job requirements. In the event of their subsequent lay-off caused by return of regular men to mill maintenance or by reduction in maintenance staffing, such employees will hold all normal seniority rights in accordance with the Labour Agreement.

75.12 The Company will, at all times, determine the size of its Field Service forces in regard to total complement, crew sizes, balance and numbers of men of various skills required and complement of helpers and the classification of tradesmen of such skills.

75.13 Employees hired into the Field Service Department will be bound by and will enjoy all the rights and benefits provided by the Labour Agreement except as otherwise specified in this Agreement and except specifically that they will not have job bidding rights to mill jobs and they will not accrue job, department or mill seniority.

75.14 Employees transferred to the Field Service Department from the mill maintenance forces will suffer no reduction in classification as the result of such transfer to construction.

75.15 Employees hired directly into the Field Service Department will have their classification determined by the Company at time of hire. The Company retains the right to promote such employee at any time and during the first thirty (30) days of employment to release an employee at its sole discretion or to demote the employee if, in the

opinion of the Company, the employee **does**, not satisfactorily meet the qualifications of the **classification into which he has been hired.**

75.16 Field Service employees will not be subject to Trades Qualification Requirements and will not be entitled to automatic progression.

75.17 The Company will, at its discretion, determine its manning needs at all times in each classification. In the event of a reduction in the number of men required in any classification men will be laid off in inverse order of their knowledge, skill, and ability and where these are approximately equal, preference for retention will be given to local residents, where these factors are equal, lay-off will be in inverse order **of** hire.

75.18 Employees laid off from the Field Service Department will, if rehired within thirty (30) days from date of lay-off, be considered as having continuous service.

ARTICLE 76 JOB CLASSIFICATION PLAN

76.01 The Company and the Union are **committed** to **t h e implementation** of the Industry Job Classification Plan. The Company agrees to implement the Job Classification Plan on January **1, 1984** for **Atholville** and **Edmundston Mills.**

76.02 Wage classification rates determined by the Job Classification Plan shall become effective retroactive to January **1, 1984.**

76.03 The Job Evaluation Program shall establish classifications according to the attached scale as of June 30, **1982.**

76.04 The Job Description and Classification must **be completed** before June 1, **1984** for **Edmundston** and January 1, **1985** for **Atholville.**

· 76.05 Jobs covered under this Plan will be those listed in the Labour Agreements under "Eligibility for Union Membership" for the Edmundston and Atholville Mills respectively excluding Maintenance and Garage employees.

76.06 Mill Committees will be formed and be composed of equal representation of the appropriate union and local management. The composition of the mill committees will be as mutually decided at each mill location. Each committee will elect its own chairman and secretary. The function of the mill committees will be to:

- a) Agree as to accuracy and adequacy of job descriptions;
- b) Recommend jobs for consideration by the Joint Classification Committee;
- c) Assist the Joint Classification Committee to properly classify jobs.
- d) Establish priority of review by Joint Classification Committee;
- e) Retain in good order, records of all work conducted by the committee.
- f) Mill Committee to select incumbent whose job is to be described.

76.07 Joint Classification Committee will consist of two representatives of the unions and two representatives of company involved. The Committee will meet periodically to:

- a) Classify jobs when requested by the Mill Committees;
- b) Report results to the Mill Committees and the Senior Committee;

c) Unanimous decisions of this committee will be binding on all parties;

d) Retain in good order records of all work conducted by the Committee.

76.08 Senior Committees will consist of a senior officer of the appropriate union and a company representative of the company involved. The Senior Committees will:

a) Settle Job Classifications that have not been unanimously agreed by the Joint Classification Committee;

b) Periodically review the administration of the plan and alter any phase of it that is mutually acceptable to all Senior Committees.

c) Unsettled differences in the Senior Committees will be referred to the next negotiation of the Labour Agreement.

76.09 Job Description are the heart of the whole plan. They record the information required by the committee in order to fairly classify jobs.

In preparing job descriptions the procedure will be as follows:

a) The job descriptionwriter will first interview the incumbent personally.

b) The writer will then verify the results with the incumbent's supervisor.

c) When the incumbent and his supervisor are in accord on the facts contained in the description it will be submitted

to an appointed department representative of the Union for review and approval.

d) When approved it will be forwarded to the local Joint Committee for final approval and will then be forwarded to the Joint Evaluation Committee.

76.10 Differences as to job content, specifications, etc., are to be satisfactorily resolved at the local level so that the Classification Committee will have a document that is not subject to later criticism from any quarter.

76.11 Two job description writers (1 Company, 1 Union) and the members of the Local Committee will be trained. The hours of work for job description writers will be from 8:00 a.m. to 5:00 p.m. and they will be paid at their classified rate. Two job description writers will be utilized on a full time basis until such time as all job descriptions are completed. Meetings of the Local Committee will be held between 8:00 a.m. and 5:00 p.m. and members of the Local Committee will be paid at their classified rate when attending these meetings.

76.12 Job description writers will continue to accumulate job and departmental seniority on their regular jobs. When the job descriptions are completed, the job description writers will return to their regular jobs and will retain seniority rights to any promotions that have taken place during the period they spent writing job descriptions.

76.13 a) An existing rate which is higher than the rate established by the Job Classification Plan (including any general increase, but excluding any increase in the Job Classification wage scale) shall be designated as "Red Circle".

b) Employees whose rates are red circle will receive the full amount of any future general wage increase.

c) i) **An** employee who has not established red circle coverage prior to the date the plan became effective and who replaces on a red circle job will be paid the rate established by the Job Classification Plan.

ii) An employee who has established red circle coverage prior to the date the plan became effective and who replaces on a red circle job will be paid the red circle rate.

Red circle coverage is established by a person if he had job seniority on a classification with a Red Circled rate prior to the implementation date or if he was a member of the department with a regular classified job in the line of progression and during the year prior to implementation was a replacement receiving the Red Circled rate.

76.14 In order that no employee having red circle coverage prior to the date the plan became effective will receive **less** favourable treatment than he would have received if the Job Classification Plan had not been implemented, the following will apply:

76.15 Should there be a downgrading of a job in a line of progression, any employee having red circle coverage on the downgraded job prior to date the plan became effective who returns to this downgraded job will receive the rate he was previously paid, or the

rate established by the Job Classification, whichever is the greater and vice-versa if he returns to his up-graded job, he will receive the rate he was previously paid or the rate established by Job Classification, or the higher of the two.

76.16 Red circle coverage is established by a person if he had job seniority on a classification with a Red Circled rate prior to the implementation date or if he was a member of the department with a regular classified job in the line of progression and during the year prior to implementation was a replacement receiving the Red Circled rate.

76.17 When a new job is created, this job will be classified and the new rate will be retroactive to the date the new job was established.

76.18 In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee the preparation of a new job description for submission to the Joint Classification Committee for evaluation.

76.19 Incentive rates presently allowed to employees of the Steam Plant will continue to apply apart from Job Evaluation.

ARTICLE 77 COMPRESSED WORK WEEK

77.01 It is agreed that the Company can increase its current tour maintenance coverage in order to meet future mill requirements after review with the Union.

77.02 It is understood that tour maintenance crews will be on twelve (12) hour compressed **work** week scheduling **or** eight(8) hour scheduling as may be requested by the Union after discussion with the Company.

77.03 Openings on tour maintenance will be offered to the employees in the classification and trade required on a voluntary basis. In the event senior employees do not volunteer, assignment will be on the basis of inverse seniority from the trade and classification required.

77.04 The compressed work week schedule **supplements** the existing eight (8) hour schedule in the collective agreement. In the event any serious problems occur such as reduction in efficiency or non-cooperation by employees when asked to replace for sickness, accident or absenteeism, the employer reserves the right to cancel this supplemental agreement with thirty (30) days' written notice to the Local Union. Similarly, the Union may cancel this agreement with thirty (30) days' notice to the employer.

77.05 Employees scheduled on compressed work week schedule are expected to be available to fill vacancies which the Company may be unable to fill through upgrading and a straight time replacement.

77.06 The Company agrees to continue the compressed work week in effect on the present schedule with the agreement that the Union will guarantee the availability of qualified relief employees in the event a scheduled employee is not available for work as scheduled and the Company is unable to fill the vacancy by upgrading.

77.07 Should difficulties arise in filling a vacancy as a result of non compliance of other employees on their days off the department head will contact a designated member of the Union Executive who will then **assist** in arranging for a suitable replacement.

77.08 The Company accepts the Union proposal for the establishment of a Union Management Compressed

Work Week Committee of two (2) Union representatives and two (2) Company representatives. This committee will investigate any problems arising out of the compressed work week and make recommendations and/or suggestions to the Union and the Company to improve the efficiency of operations conducted under this scheduling procedure.

77.09 Tour schedule is:-
8:00 a.m. • 8:00 p.m. (1st two days)
8:00 p.m. • 8:00 a.m. (2nd two days)
Four days on, four days off.

77.10 Shift Differential-33¢ • August 16,
1981-36¢.

77.11 Holidays Crews normally scheduled to work on a scheduled shutdown holiday will receive twelve (12) hours' holiday pay. Crews normally scheduled off on a scheduled shutdown holiday will receive eight (8) hours' holiday pay.

77.12 Non-scheduled Holidays Floating holidays will be granted in the same manner as in the Agreement. Employees on twelve (12) hour tour schedule will be granted four (4) twelve (12) hour holidays in lieu of six (6) eight (8) hour holidays. If an employee has been working both a twelve (12) hour and eight (8) hour schedule and remaining floating holiday hours are not equally divisible by 12, an employee will be allowed to schedule an eight (8) hour remainder if he so desires as a floating holiday, or a twenty (20) hour pay for one floating holiday. An employee with a remainder of four (4) hours may take sixteen (16) hours' pay for a floating holiday or receive the four (4) hour remainder as a cash supplement.

77.13 Pre-Start Up • Holiday Shutdown When tour employees are required to report for work prior to 8:00 a.m., to perform pre-start up duties, they

will be from the regularly scheduled night crew at time and one-half with six (6) hours minimum pay.

77.14 Regular day employees who are scheduled prior to 3:00 p.m. on Thursday of the preceding week to replace a tour employee who is scheduled for a 36 pay hour week will be provided an opportunity to work an additional scheduled 8-hour day shift. It is understood that the additional 8-hour day shift which is worked during that week will be at straight time for the first 4 hours *and* time and one-half for the second 4 hours. (Appendix "C", Compressed Work Week, Para. 10, is not applicable in cases such as this.)

77.15 Classified day employees who are required to work a combination of regular eight (8) hour shifts and twelve (12) hour compressed work week shifts in the same week will be paid time and one-half for hours worked in excess of eight (8) hours in a work day.

ARTICLE 78 SAFETY PRACTICE

78.01 Procedure in Case of Accidents. Accidents no matter how slight shall be reported at once by the employee to his foreman who shall send the injured employee to the First Aid Room.

78.02 Procedure in Case of Sickness. An employee unable through sickness to complete his tour of duty should report his condition to his foreman.

78.03 Treatment of Injuries. Except in emergency, injuries shall not be treated by the injured employee or by a fellow employee.

78.04 Unsafe or Unsanitary Conditions. Any unsafe or unsanitary working condition, whether of equipment or process, should be reported to the departmental foreman. Employees shall not contribute to litter or poor housekeeping. It shall be the duty of every employee to keep his work area clean and clear of accident hazards.

78.05 Safeguards. Safeguards are for protection from injury and should not be removed, except to make adjustments or repairs and on the completion of such work should be replaced. Wherever possible the guards should be removed or replaced only when the machine that is being guarded is not running.

78.06 Knowledge of Work. **An** employee is expected to study his job, and after taking into consideration the safety of his fellow workers and himself, to adopt the safest method of performing **it**.

78.07 Clothing. For his own safety an employee is expected to wear clothing suitable to his job, avoiding the use of knitted jackets, flowing ties, loose sleeves, etc., where such might become entangled in moving equipment.

78.08 Goggles. Goggles are provided for protection against eye injury. They must be used by any employee when engaged on work that presents an eye injury hazard.

78.09 Hearing Protectors. Hearing Protectors are issued to employees working in areas of high noise level. Employees on jobs requiring long exposure to high noise level will be required to wear hearing protection.

The Company will continue to work towards reducing noise levels and will work with the Joint Safety and Health committee on employee suggestions in this regard.

78.10 ~~Gas~~ Masks. Gas masks are provided for the protection of employees under conditions requiring their use. They must be used by an employee working under these conditions.

78.11 Breathing Apparatus. This equipment is available for emergency rescue work. Members of the Mill Fire Brigade are trained in **its use**, and their services are available under conditions requiring it.

78.12 Resuscitation. Members of the Electrical crew are trained in artificial respiration methods. Their services are available under conditions requiring this safety technique.

78.13 First Aid Room. A First Aid Room is provided with a Registered Nurse in attendance. Her services are available for the treatment of all injuries to employees sustained in the plant.

78.14 Dangerous Work. It is a foreman's responsibility to assure himself that employees in his charge required in the course of their duties to do particularly dangerous work are in good physical and mental condition.

It is the responsibility of an employee to advise his foreman if any condition exists which makes him temporarily or permanently unfit for such work. If an employee **so** advises his foreman he shall not be required to perform such duties.

No employee will be requested to work overtime after having worked the 12:00 · 8:00 shift except on his own job, unless for emergency purposes.

78.15 It **is** the duty of the employee to tell his foreman if he is not in proper condition to do the job or if he believes conditions to be unsafe or unduly hazardous. **An** employee has the right to refuse to perform work he believes to be unduly hazardous, and such cases will be brought for prompt review by Safety Supervision who will be responsible for having the situation reviewed by individuals qualified to assess the risk exposure.

'78.16 If following such review the work is judged not to be unduly hazardous, the employee will then be expected to promptly perform such work.

ARTICLE 79 FIRE SERVICE

79.01 Service Expected of Employees. For the protection of Company's property an employee is expected:

- a. to report to his foreman or to his superior any conditions presenting a fire hazard,
- b. to report to his foreman or superior the location of a fire should he discover one,
- c. to be available for fighting fire, if needed.

79.02 Use of Fire Fighting Equipment. Fire equipment shall not be removed from its place or be used except in case of fire or by order from the chief of the mill fire brigade or his designate. Any fire extinguishers that are used shall be reported to the department foreman immediately following their use.

79.03 Mill Fire Alarm. The mill fire alarms are as follows:-

Local Alarm - Coded signal on the air whistles throughout the mill.

79.04 Employees Answering District Fire Alarm. A day employee who is a member of a Fire Brigade will be permitted to answer a fire alarm call by his Brigade between the hours of 8:00 a.m. and 5:00 p.m. and, in doing so, will be allowed time at his regular rate up to a maximum of one hour.

JOB CLASSIFICATION PLAN

Rate Structure

Class	<u>June 30, 1982</u>	<u>July 1, 1982</u>	<u>July 1, 1983</u>
1	10.18	11.40	12.54
2	10.28	11.51	12.66
3	10.41	11.66	12.83
4	10.54	11.80	12.98
5	10.68	11.96	13.16
6	10.83	12.13	13.34
7	10.96	12.28	13.51
8	11.09	12.42	13.66
9	11.24	12.59	13.85
10	11.41	12.78	14.06
11	11.58	12.97	14.27
12	11.74	13.15	14.47
13	11.91	13.34	14.67
14	12.07	13.52	14.87
15	12.25	13.72	15.09
16	12.45	13.94	15.33
17	12.64	14.16	15.58
18	12.84	14.38	15.82
19	13.04	14.60	16.06
20	13.23	14.82	16.30
21	13.44	15.05	16.56
22	13.62	15.25	16.78
23	13.82	15.48	17.03
24	14.03	15.71	17.28
25	14.23	15.94	17.53
26	14.41	16.14	17.75
27	14.62	16.37	18.01
28	14.82	16.60	18.26
29	15.01	16.81	18.49
30	15.22	17.05	18.76
31	15.41	17.26	18.99

FRASER INC.
WAGE RATE SCHEDULE - ATHOLVILLE MILL

<u>CLASSIFICATION</u>	<u>July 1, 1982</u>	<u>July 1, 1983</u>
<u>Ring Barker- Chipper</u>		
Barker Operator	\$11.57	\$12.73
Knife Grinder	12.14	13.35
<u>Woodhandling</u>		
Chip Dozer	12.28	13.51
Chip Unloader	12.14	13.35
Tractmobile Operator	11.59	12.75
<u>Digesters- Acid Plant</u>		
Cook	14.45	15.90
Acid Maker	12.96	14.26
1st Helper	12.34	13.57
2nd Helper	11.75	12.93
<u>Screen Room & Bleachery</u>		
Operator	14.45	15.90
3rd Stage Bleaching Control Operator	12.73	14.00
Unbleached Stock Runner	12.29	13.52
Extraction Tower Opr.	11.93	13.12
1st Blow Pit Man	11.83	13.01
2nd Blow Pit Man	11.58	12.74
Filer Man (Water)	11.42	12.56
<u>Machine Room</u>		
Machine Tender	14.45	15.90
Back Tender	12.58	13.84
Layboy Operator	12.10	13.31
Scale & Press man	11.97	13.17
Utility	11.57	12.73
<u>Shipping Shed</u>		
Electric Truck Opr.	11.91	13.10
Electric Truck Helper (When needed)	11.52	12.67

<u>Steam Plant</u>	<u>July 1, 1982</u>	<u>July 1, 1983</u>
Engineer	15.22	16.74
Turbine Room Opr.	12.87	14.16
Fireman	12.49	13.74
Utility	11.63	12.79
<u>Yard</u>		
Sub-Foreman	12.11	13.32
Labourer	11.40	12.54
<u>Garage</u>		
Garage Mechanic 1st Cl.	14.80	16.28
Garage Mechanic 2nd Cl.	12.39	13.63
Garage Mechanic 3rd Cl.	12.08	13.29
Helper "A"	11.77	12.95
Helper "B"	11.66	12.83
Crane Operator	12.36	13.60
Tractor Operator	12.23	13.45
Loader Operator	11.98	13.18
Truck Driver	11.56	12.72
<u>Maintenance Department</u>		
Tradesman 1st Cl.	14.80	16.28
Tradesman 2nd Cl.	12.39	13.63
Tradesman 3rd Cl.	12.08	13.29
Boss Painter	13.32	14.65
Painter "A"	12.80	14.08
Painter "B"	11.92	13.11
Painter "C"	11.61	12.77
Maintenance Helper "A"	11.77	12.95
Maintenance Helper "B"	11.66	12.83
<u>Track</u>		
Foreman	11.77	12.95
Labourer	11.40	12.54
<u>Miscellaneous</u>		
Storekeeper 1st Class	12.38	13.62
Cleaners	11.40	12.54
Salvage Men	11.64	12.80

<u>Miscellaneous (contd)</u>	<u>July 1, 1982</u>	<u>July 1, 1983</u>
Chemical Mixer	12.15	13.37
Janitor	11.74	12.91
<u>Technical</u>		
Laboratory Asst. Gr. 6		
Chief Tester	13.08	14.39
Technician	12.77	14.05
Senior Analyst	12.77	14.05
Laboratory Asst. Gr. 5		
Analyst	12.58	13.84
Solutions	12.41	13.65
Laboratory Asst. Gr. 4		
Grader	12.21	13.43
Strength Tester	11.97	13.17
Laboratory Asst. Gr. 3		
Chlorine Tester	11.95	13.15
Laboratory Asst. Gr. 2		
Utility Tester	11.56	12.72
Laboratory Asst. Gr. 1		
(1st Sixty Days)	11.40	12.54

DATED AT ATHOLVILLE, NB, THIS _____ DAY OF
_____ 1982.

CANADIAN PAPERWORKERS UNION FRASER INC.

Representative

Dir. Market Pulp & Wood
Products

C.P.U. LOCAL 160

Vice President, Ind. Rel.

President

Mill Manager

Member Negotiating Comm.

Mgr. Ind. Rel. - Can. Ops.

Member Negotiating Comm.

Personnel Supervisor

Member Negotiating Comm.

Member Negotiating Comm.

