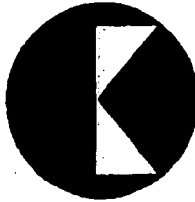


Wages:  
93-01-01

SOURCE	CO.		
EFF.	93	07	29
TERM.	95	12	31
No. OF EMPLOYEES	550		
NOMBRE D'EMPLOYÉS	550		

# AGREEMENT

Between



**CORNER BROOK PULP AND PAPER LIMITED**

And



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

Effective

January 1, 1993 to December 31, 1995

MAY 17 1994

0000103

**AGREEMENT**

**Between**

**CORNER BROOK PULP AND PAPER LIMITED**

**And**

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

**EFFECTIVE**

**January 1, 1993**

**to**

**December 31, 1995**

## CONTENTS

Article	Page
1 purpose . . . . .	2
2 Term of Agreement . . . . .	2
3 Recognition and Jurisdiction . . . . .	3
4 Rates and Classifications . . . . .	5
5 Union Membership . . . . .	5
6 Annual Vacation . . . . .	7
7 Holidays with Pay . . . . .	10
8 Adjustment of Grievances . . . . .	12
9 No strike · No Lockout . . . . .	17
10 working and Living conditions . . . . .	17
11 hours of work . . . . .	26
12 seniority . . . . .	32
13 semi-Incapacitated Employees . . . . .	40
14 safety . . . . .	40
15 Discipline . . . . .	42
16 commuting, . . . . .	42
17 walking and Riding Time . . . . .	43
18 Bereavement Leave . . . . .	44
19 Training . . . . .	45
20 Fringe Benefits . . . . .	45
21 Jury Duty . . . . .	46
22 Leave of Absence . . . . .	46
other Provisions . . . . .	47
special Provisions . . . . .	48
scaling . . . . .	49
Retroactivity . . . . .	50
schedule A . . . . .	52
schedule B . . . . .	56
schedule C . . . . .	57
schedule D . . . . .	58
Letters of Understanding . . . . .	61-69

**THIS AGREEMENT** made at Corner Brook in the Province of Newfoundland and Labrador this 29th day of July, Anno Domini **One Thousand Nine Hundred and Ninety-three**.

**BETWEEN**

CORNER BROOK PULP **AND** PAPER LIMITED of Corner Brook, Newfoundland (hereinafter called the "**Employer**") of the one part

**AND**

COMMUNICATIONS, **ENERGY** AND PAPERWORKERS UNION OF CANADA, **LOCAL 60N** (hereinafter called the "**Union**") of the other part

WHEREBY IT IS AGREED AS FOLLOWS:

## ARTICLE I - Purpose



1:01 • It is the general purpose of this Agreement to set forth the working conditions, living conditions within the power and/or ability of the Employers to control the hours of work, the rates of pay and all other items that both parties have agreed to through the process of collective bargaining. This Agreement, moreover, **seeks** to ensure to the utmost extent possible the **safety** and **physical** welfare of the employees, economy of operation, quality and quantity of output and protection of property, and also seeks to provide for fair and peaceful **adjustments** of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively for the advancement of the conditions set forth herein.

1:02 -

- (a) In this Agreement, unless the context otherwise requires, the word "Employer" shall mean the Company and any non-working contractor, i.e. a contractor who is not an employee under this Agreement, bound by the Agreement, and whom the union has received written notice by the Company to the effect that he is to be treated as an Employer for the purpose of this Agreement.
- (b) For the purpose of Article 3, the term "contractor" shall mean a non-working contractor.

## ARTICLE 2 • Term of Agreement

2:01 • This Agreement shall come into force on the date of its signature by the parties and shall remain in full force and effect to and including the 31st of December, 1995, and from year to year thereafter, unless either party

desires to change or **terminate** the Agreement, in which case the party desiring change or termination shall notify the other party in writing at least sixty ~~((60))~~ days prior to the end of December of the particular year that such is its desire.

### ARTICLE 3 • Recognition and Jurisdiction

3:01 • All employees of Corner Brook Pulp and Paper Limited, including all employees on the seniority list of Corner Brook Pulp and Paper Limited, engaged in woods operations in the province of Newfoundland, ~~3:17~~ and except Woods Manager, Assistant Woods Manager, superintendents, Assistant superintendents, General Foremen, Foremen, Assistant Foremen, Scalers, Assistant Scalers, Technical, Clerical and Office Staff, Guards, Tower Men, Gatekeepers, persons employed in silviculture operations, non-working Contractors, non-working sub-contractors, persons employed in supervisory, advisory or confidential capacities and those above the rank of Assistant Foremen.

#### 3:02 -

- S  
K
- (a) Corner Brook Pulp and Paper Limited agrees that if contracts are made, such Contractors shall be required to apply all the terms of this Agreement including the wage rates, i.e. it is understood and agreed between the parties hereto that any person who works on the woods operations of the company in any capacity referred to in the Wage Schedules attached hereto or any new classification to be added thereto under Article 4 shall be considered to be an employee of corner Brook Pulp and Paper Limited for purposes of this Agreement.
- (b) It is further agreed that Contractors and/or sub-contractors who themselves work and any employees whom they hire shall be considered employees of the Employer.

(c) Employees of Contractors engaged for the purpose of erecting structures outside the limits of the company are not covered by this Agreement when such employees and the Contractor are bound by an Agreement with a union or unions affiliated with the Canadian Labour Congress.

3:03 • Anyone performing work, except for the purpose of instruction, in case of emergency or casual assistance, as listed in the job classification set out in the Wage Schedules, attached to and forming part of this Agreement including new job classifications under Article 4, shall be considered employees of the Employer within the terms of this Agreement.

3:04 • Supervisory personnel shall not perform work which would normally be a function of an employee listed in the job classifications covered by this Agreement, including new job classifications under Article 4, except for the purpose of instruction, in case of emergency or casual assistance.

2/1

3:05 • The Employer has the exclusive right to select members of the Bargaining Unit to act as sub-foreman on any operation. Employees who act in this classification shall receive all terms and conditions of the Labour Agreement.

3:06 • The jurisdiction area of Application under this Agreement shall be the Province of Newfoundland and Labrador and shall cover those job classifications listed in the Wage Schedules which are part of this Agreement including job classifications under Article 4.

3:07 • The Employer shall not be asked to act upon and shall not be responsible for questions of jurisdiction which may arise between the union and any other Union or Unions. It is also agreed that the Employer's operations

shall not be interrupted as a result of any jurisdictional ~~dispute~~ that may arise between the union and any other Union or Unions.

#### ARTICLE 4 - Rates and Classifications

4:01 • The Wage Schedules are attached hereto, and form part of this Agreement.

4:02 • For job classifications, and experimental jobs used in the procurement of wood fiber used in the manufacture of newsprint or **for** fuel, not listed in the attached wage schedules, the Employer shall set estimated or temporary rates of which the Union will be notified in writing within thirty (30) days from the date the new job commences. Any such rates will be based on comparison with the prevailing rates for similar and/or related occupations in the attached Wage schedules. After a trial period of **sixty** (60) days, any such rate or rates shall be negotiated with the Local Union and, after such agreement is reached, it shall then become a part of the Wage Schedules and attached hereto. Upon failure to reach agreement on the rate or rates, the matter may be referred to Stage 3 of the Grievance procedure. It is understood that the sixty (60) day period can be extended by mutual consent of the parties **of** this Agreement. The employees concerned shall be entitled to all the benefits of the Agreement from the date the new job **commences**.

4:03 • All rates under this Article may be made retroactive to the end of the trial period by an Arbitration Board.

#### ARTICLE 5 - Union Membership

5:01 • The Employer agrees that it is in favour of its employees, covered by this Agreement, becoming members of the Union and **will** facilitate Union membership **solicitation** as hereinafter provided.



§102 • All employees shall become members of the union from the date they begin work covered by this Agreement. All members shall maintain their membership in good standing as a condition of employment through the term of this Agreement. In the event of the Union having to suspend a member, the company shall be notified by the Union, in writing, at least seven (7) days before the suspension.

1/2

§103 • It is the responsibility of the union to notify the Employer, in writing, of any employee who has refused to join the Union or any member who refuses to maintain his membership in good standing, and an Employer shall not be required to release an employee until notice in writing has been received. In the event of such release, the Company will not be required to issue the notice of lay-off as contained in clause 12:13.

§104 • The Employer shall deduct each month, from the wages of each employee within the Union's jurisdiction, the regular monthly working membership dues of the Local Union and, on his behalf, remit the same to the Local Union.

2/1

§105 • If an individual employee, who is a member of the Union or wishes to become a member, so desires, the employer agrees that it will, on his behalf, and upon his written request, deduct Union Initiation Fees and/or back dues from monies due him.

§106 • Remittance of all deductions accompanied by an itemized list, in duplicate, showing the payroll number, name, S.I.N., hours worked as defined for Union Dues, and amounts by individual and totals by camps or work areas, shall be sent to the Local Union as soon as possible, but, in any event, not later than two (2) weeks from the end of the calendar month in which it is deducted.

§107 • The Employer shall advise the Union from time to time of the Employer's labour requirements.

When hiring additional employees, the Employer will give preference to Union members who have applied in writing within the previous six (6) months, and who are capable of doing the work required of them.

N.B. This does not apply to employees with recall rights.

§:08 . The Union shall furnish the Employer with a list of National and Local Officers, and Job Stewards and shall amend these lists promptly as changes occur.

§:09 . union Representatives, as per list supplied by the Union, shall have the right to visit all woods operations in connection with union business as it pertains to the **Employer's** Operations on condition that said representatives abide by the regular rules and regulations of the Employer and may ~~use~~, if available, company accommodations, In so doing, the Union agrees that their representatives shall have due regard for production.

§:10 . Employment of any New Employee shall be considered as probationary until he has worked thirty (30) days. During the period of Probation, any New Employee who proves unsatisfactory in work performance may be disciplined up to release from employment without recourse to the Grievance Procedure.

Discharge for cause other than poor work performance may be subject to the grievance procedure.

#### ARTICLE 6 . Annual Vacation

##### VACATION TIME

6:01 . The Employer shall grant vacation time off to employees covered by this Agreement in accordance with the following provisions:

An employee's vacation entitlement in any calendar year is based on his accumulated seniority as of the end of the previous computer payroll year.

DEF:  
5305 = 93.0  
15-05  
2-3-05

54

A. Less than 150 days - One (1) day vacation for each 30 days of seniority.

01-02

B. 150 - 900 days - Two (2) weeks vacation.

4-03

C. 901 - 1500 days - Three (3) weeks vacation.

16-04

D. 1501 - 4000 days - Four (4) weeks vacation.

E. 4001 - 6500 days - Five (5) weeks vacation.

F. 6501 days or more - Six (6) weeks vacation

Effective September 5, 1993

A. Less than 150 days - one (1) day vacation for each 30 days of seniority.

B. 150 - 900 days - Two (2) weeks vacation.

DEF:  
9309

C. 901 - 1500 days - Three (3) weeks vacation.

13-05

D. 1501 - 3200 days - Four (4) weeks vacation.

1-05

E. 3201 - 5200 days - Five (5) weeks vacation.

F. 5201 days or more - six (6) weeks vacation.

6:02 - Effective first pay period after Labour Day, 1993, vacation pay shall be paid weekly with regular earnings, at the percentage of gross earnings rate as per the following schedule:

(a) 4% for employees who qualify under 6.01 a) and b) above.

(b) 6% for employees who qualify under 6.01 c) above.

(c) 8% for employees who qualify under 6.01 d) above.

(d) 10% for employees who qualify under 6.01 e) above.

(e) 12% for employees who qualify under 6.01  
f) above.

6:03 - Employees wishing to take vacation time off must apply for such vacation time of ~~at~~ least six (6) weeks in advance of the date requested. All vacation ~~time~~ off must be approved by the Employer before being taken. If, for any reason, the employee cannot be granted his vacation on the date requested, the employee shall be so notified, in writing, at least three (3) weeks in advance of the date requested.

6:04 - The Employer shall provide vacation application forms in multiple copies so that an employee shall have for himself a copy of his request signed by the appropriate company official.

6:05 - Subject to the foregoing, an employee shall be granted vacation time off on dates requested unless it causes acute manpower shortage in his classification at his job site. Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) calendar days.

6:06 - should two or more employees apply for the same vacation dates, the date of application shall determine. Should the date of application be the same, seniority shall determine.

6:07 - Vacation shall commence on the first day of an employee's normal work week, unless other arrangements can be made between the employee and his supervisor so that adjustments in the scheduling of crews can be kept to a minimum.

6:08 - If during the life of this Agreement any legislation is proclaimed which provides for more vacation pay than is provided for in this Article the legislation shall have effect from the date of proclamation.

ARTICLE 7 • Holidays With Pay

7:01 • Holidays with pay will be granted to all 'Woodlands' employees who are eligible under the provisions of this article. such holidays are as follows:

- x7
- New Year's Day
  - Good Friday
  - Victoria Day
  - Memorial Day
  - Labour Day
  - Christmas Day
  - Boxing Day
- 53  
100

The holidays as outlined above will be observed on the official date declared by Provincial Legislation, where applicable. If any of the above holidays fall on the employee's scheduled day or days off, the employee will be granted an alternate day or days off as a paid holiday or holidays.

7:02 • To be eligible for pay for the holidays, as outlined in Clause 7:01, employees must qualify as follows:

- (a) For employees whose names have not been entered on the seniority list as per Clause 12:03, the required days worked between holidays shall be fifteen (15) days with the exception of New Year's Day. In the case of New Year's Day, employees must be available for work on the days between Boxing Day and New Year's Day. An employee who qualifies for Christmas Day also qualifies for Boxing Day.
- (b) Employees must have worked the last scheduled shift before, and the first scheduled shift after, the holiday, except when the employee is on vacation or is absent due to a confirmed illness or accident, in which case the employee shall be paid if he otherwise qualifies.

Employees on vacation or absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence. A special leave of absence for any of the above holidays may be granted to employees who have to travel long distances to be home for the holiday, provided that a request for such leave is made five (5) days before the holiday.

- (e) Employees who otherwise qualify but are laid off on any of the twenty-five (25) calendar days immediately preceding the holiday will be paid for the holiday.

7:03 - An employee does not have to report before or after the stipulated day as per 7:02 (b), if his regular employment is not available.

7:04 - All employees qualifying for a paid holiday, except those working on negotiated piecework rates, shall receive pay for the holiday at their regular rates. Those working on negotiated piecework rates shall receive pay for the holiday at the general labour's hourly rate, plus eight (8) percent.

7:05 - All employees who qualify for a paid holiday and work on the paid holiday will receive pay for the time worked at time and one-half and, in addition, will receive the "Holiday Pay" for which they qualify.

All employees who do not qualify for pay for a holiday and work on such holiday shall receive pay for time worked at time and one-half. Days absent from work while on vacation, and all days for which an employee received pay or part pay, shall be considered as days worked for the purpose of qualifying for a paid holiday.

7:06 - The company will provide a floating holiday to all employees who have accrued one hundred and fifty (150) days of seniority and worked a minimum of twenty-five (25) days in the previous year.

The Company will provide an additional floating holiday to all employees who have accrued one hundred and fifty (150) days seniority and worked a minimum of fifty (50) days in the previous year and an additional one if the minimum days worked in the previous year is one hundred (100). + 2

Floating holidays shall be paid on the basis of eight (8) hours at the regular straight time rate. (pieceworkers shall be paid eight (8) hours times the general labour's hourly rate, plus eight (8) percent).

Time off must be arranged with the employee's immediate supervisor, and an employee who does not take the floating holidays when the woodlands are operating, will be paid for the days during the last week of operations prior to the regular fall shutdown. The floating holidays will not be accumulative from year to year.

Except for an employee retiring, or on sick or accident leave, any employee not returning to work in the calendar year will not be entitled to floating holidays nor pay for same in that year.

7:07 - It is further agreed that an employee may elect to take eight (8) hours pay in lieu of time off.

#### ARTICLE 8 - adjustment of Grievances

8:01 - It is the mutual desire of the parties hereto, that complaints of employees be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given the Foreman, or his Representative, an opportunity to adjust his complaints, and it is agreed that an employee must be hired and have clearly made known to him the name of the Foreman or the Foreman's representative before commencing work.

- (a) where possible, the Union shall arrange for the election, from its working membership at each camp or worksite by the members therein, of a Union Committee of up to three (3), one of whom shall be the Union steward and spokesman for that Committee. Immediately after an election, the Union committee in the camp or worksite will notify the Foreman, in writing, as to the name of the Union Steward and Committee members, and the Foreman will acknowledge, in writing, the receipt of such notice. The Foreman shall not be required to recognize either the Union steward **or** the union Committee until such time as this procedure is carried out.
- (b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or union Committee members.

3:03 . A grievance under the Provisions of this Agreement is defined to be any difference including the degree or extent of disciplinary action between the parties or between any one of the employees and his Employer covered by this Agreement involving the interpretation, application, administration, or alleged violation of any of the Provisions of the Agreement. It is understood that the procedure relating to grievances hereafter described is between Corner Brook Pulp and Paper Limited, the Union and the employee concerned.

Stage 1:

complaints of employees must first be taken by the employee himself directly to the Foreman and/or his representative or the contractor and/or his representative for adjustment without undue delay but, in any event, not more than thirty (30) days immediately following the occurrence or event giving rise to the complaint. It is understood that an employee



may, if he so desires, be accompanied by the union steward and/or representatives. If the complaint is not adjusted satisfactorily within three (3) days, the matter becomes a grievance and must be taken up at Stage 2. No employee's grievance will be recognized until the foreman has first had an opportunity to settle the complaint, providing the employee remains employed under the same Foreman. If the employee is no longer employed under the same Foreman, the grievance may be taken up commencing at stage 2.

#### stage 2:

The matter shall be taken up by the Union Committee and/or Union Representative with the Divisional Manager or his representative as the case may be, within three (3) days from the end of the three (3) day period in stage 1, in writing, on forms to be supplied by the union. where a grievance has been submitted in writing, it will be dealt with, in writing, at all stages thereafter.

The Divisional Manager or his representative shall make a reply, in writing, and failing a satisfactory adjustment within three (3) days, then:

#### stage 3:

In all cases, the matter shall be referred to the Woodlands Manager or his representative, within three (3) days from the end of the decision period in stage 2. Failing a satisfactory adjustment in such other cases within four (4) days, then:

#### Stage 4:

Either party may, within the following fifteen (15) days refer the matter to Arbitration. Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future similar grievance.

3:04 - The Employer will notify the Local Union Secretary, in writing, at the time of discharge or suspension of an employee, giving the reasons for such discharge or suspension. A grievance arising from a claim of unjust discharge or suspension may be processed beginning at Stage 3 of the Grievance Procedure, in writing, not later than six (6) days after receipt of notification. Where it has been finally established by an Arbitration board that an employee has been improperly discharged or suspended, he shall be reinstated in his former job without loss of seniority, and the consideration of his grievance shall include the determination of the extent if any, to which he shall be compensated for lost pay, and reimbursement for the premium cost of any health and welfare coverage currently in effect. Arbitration will in no way award redress exceeding that which the employee would have earned in the Company's employ had he not been improperly discharged or suspended.

**8:05 -**

- (a) If the union has a grievance as defined in Section 3:03, it shall commence at Stage 3 of the Grievance Procedure.
- (b) Grievances of employees who are defined in Article 3, Section 3:02 (b) shall commence at Stage 2.

**8:06 -**

- (a) In Arbitration, the Employer and the Union shall each select one member, these two shall select a third party who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the name of the other party's nominee and shall forthwith inform the other party of the name of the nominee. **The Arbitration Board's** decision shall be final and binding on both parties to this Agreement. In the event of the failure of the two members

selected by the respective parties to select a third party as provided above, within ten (10) days, they shall ask the Provincial Minister of Labour and Manpower to appoint a third party, and such appointee shall be accepted by both parties as chairman. If the party to whom notice is given fails to select an arbitrator within the period of five (5) days after receiving the notice, the Provincial Minister of Labour and Manpower shall, on the request of either party, name an arbitrator on behalf of the party who failed to select an arbitrator.

- (b) By agreement of the parties, a sole arbitrator may be appointed in lieu of an Arbitration Board. A sole arbitrator shall be bound by the same rules and regulations as outlined elsewhere in this Article.
- (c) The Arbitration Board shall file their decision with the parties within the fifteen (15) days of the hearing.

§:07 • It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement, and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement, except arbitrations under Article 4.

§:08 • Each party to this Agreement shall pay all expenses of the members of the Arbitration Board selected by it or by the Provincial Minister of Labour and Manpower, and shall share equally in the fees and expenses of the third member of the Board. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board and, if there is no majority decision, the decision of the chairman shall be the decision of the Board,

8:09 • Time limits specified in this Article may be extended **by** mutual consent **of** the parties, or by mutual consent **of** the respective nominees to an Arbitration Board. Saturdays, Sundays, and holidays, specified in Article 7 shall not be included in any time limits of this Article.

#### ARTICLE 9 • No Strike • No Lockout

9:01 • It is agreed that all disputes shall be settled in accordance with the procedure set forth in ~~Article 8~~ **Article 8** of this Agreement and that there shall be no strike caused, called or supported **by** the union or its members against the operations covered by this Agreement nor lockouts by the Employer during the life of this Agreement.

#### ARTICLE 10 • Working and Living Conditions

10:01 • Subject to this Agreement, it is clearly understood and agreed that it is the sole right of the Employer to administer woods operations, direct employees in such a way as to ensure maximum efficiency, change its methods or system of operation and distribute work. The union shall be advised of any significant change in operations at least thirty (30) days in advance of the introduction of such change.

10:02 • The Employer agrees to **discuss** with the Union in each particular operation ways and means of improving conditions for all employees covered by this Agreement and also the interpretation **of** this Agreement.

10:03 • The weekly pay period shall be **the** period **commencing** at 7:00 a.m. each Sunday and ending at 7:00 a.m. on the following Sunday.

pay cheques will be available at the end of the regular shift on the first Friday **following** the end of the weekly pay period. However, there may be occasions when such things as weather conditions, computer breakdown, transportation difficulties, etc., will arise which will prevent the company from meeting this **commitment**, If such is the case, cheques will be distributed as soon as they are available.

For each pay period a memo of earnings slip will be issued to each employee giving the following information:

The period covered, hours and/or days worked.

Rates of pay.

Number of cubic metres, number of piles, earnings and deductions.

walking and Riding Time.

And any other pertinent information.

**10:04 -**

- (a) when van purchases are made, the employee will be given an itemized bill showing date of purchase and price of each item.
- (b) Except in case of emergency, in camps, van shall be available and open a minimum of two nights a week on Tuesday and Thursday for a least two hours each night between the hours of 8:30 p.m. and 9:30 p.m.
- (c) van shall be sold to employees at employers invoice cost.

**10:05 -**

- (a) only factory built buses, automobiles or snowmobiles shall be used for the ground transportation of employees. Such vehicles to be kept clean and in good repair so as to provide the safe and comfortable transportation qualities intended. Same to have adequate seating accommodations for all on board and be equipped for the safe carrying of tools.

- (b) shelters shall be provided at waiting and/or lunching places and shall be equipped with oil stoves or wood stoves that are equipped to meet the fire regulations. It is nevertheless agreed that when it is necessary to take fire prevention precautions in the summer, no fires will be permitted in such shelters.

A committee composed of one (1) Union representative and one (1) Management representative shall be formed in each operating area to inspect all lunch shelters. This committee will ensure that lunch shelters are maintained in a good condition and are kept as close as possible to the work site. The Company agrees to consider all reasonable recommendations made by said committee. Union representatives will be reimbursed for any lost time.

- (c) Where employees provide a Coleman stove for their own use in lunch shelters, the Employer will make such stoves available at cost less a subsidy of \$10.00 per stove.

The Employer will provide free fuel and will also stock parts for sale at cost. The use of such stoves shall not be restricted during the fire season unless Government Regulations dictate otherwise.

10:06 • Employees will observe all regulations pertaining to the prevention of forest fires as established by the Provincial Government and the company. All employees shall fight forest fires when called upon to do so by an authorized person. Employees taken from their job to fight forest fires will be paid their regular rate for such work, except those working on negotiated piecework rates who will be paid the general labour rate and from the time they are taken from their job. It is further agreed that the Employer will make every effort to limit the daily working time on fire fighting to eight (8) hours.

10:07 • When pulpwood has been destroyed by fire before being scaled, such wood shall be paid for at the agreed rate. The Employer will make every effort to establish the quantity of wood burned with a reasonable degree of accuracy.

10:08 • Employees losing personal belongings through fire while on the Employer's operations will be reimbursed for the loss of personal belongings up to a maximum of \$100.00. In addition, the loss of a chain saw due to fire will be reimbursed for a maximum of \$400.00. Individuals who lose personal belongings through fire caused by their own negligence will not be compensated.

10:09 • Employer regulations require every chain saw operator to have a reliable fire extinguisher on his person when using a chain saw during the fire season. The Employer will make available suitable fire extinguishers for operators. The fire extinguisher shall be on loan to the employee and he shall return it in good condition to the Employer. If the fire extinguisher has been lost or damaged he shall compensate the Employer for the cost of same.

10:10 -

(a) At each operating camp and where practical on work sites, a separate building will be provided for the storage and repair of power saws and shall be large enough to be adequate and have sufficient space for storage, and in addition, shall be adequately lighted and heated, and equipped with work bench and vice to facilitate repairs of power saws. It is recognized as most desirable that repairs to mechanical equipment and welding be performed under shelter. The Employer agrees to make every reasonable effort to ensure this condition.

On cutting operations, under schedules C and D, the Employer will supply chain saws and parts to be sold at the Employer's invoice cost to the employee, if so requested.

- (b) on cutting operations under **Schedules C** and **D**, it is agreed that the employees are required to supply their own power ~~saws~~. However, the company shall have on all such operations, spare power saws that the employee may rent, should the employee's saw break down. such spare saws shall be available on the basis of one (1) spare saw for every five (5) cutters.

The company *may* charge the employee \$8.00 per day (\$1.00/hour) hire for such saw. The period of hire shall not be longer than five (5) days.

**10:11 -**

- (a) Marked gas (which is exempt from Provincial Gas Tax) and oil for chain saws will be made available for purchase in camps and on worksites to employees for chain saw purposes only.
- (b) The employer will supply a chain file as required.
- (c) saws and spare parts will be sold at employer's invoice cost.

**10:12 -** When an employee is transferred to cutting operations from another classification, the Employer will rent the employee a saw for a reasonable period of time at the rate of \$8.00 per day, (\$1.00/hour), gas and oil paid for by the employee.

**10:13 -**

- (a) Tradesmen such as mechanics and carpenters may be required to supply all hand tools for their personal use, customarily furnished by tradesmen of their craft. Mechanics tools over one-half inch drive and taps and dies shall be provided by the Employer free of charge.



- (b) unless otherwise specified in this Agreement, all hand tools required on the job will be made available to pieceworkers and others on loan. No person shall be required to own or rent any tools or equipment as a condition of employment unless otherwise specified in this Agreement. When tools are provided on loan by the Employer such tools will be charged in full if not returned. If returned in worn out or broken condition, they will be replaced by the Employer.

10:14 -

- i) Day workers using their own power saws will be paid on the following basis:
- (a) For road cutting \$3,50 per day. Gas and oils to be supplied by the Employer without charge.
  - (b) For improvement jobs \$3,00 per day. Gas and oils to be supplied by the Employer without charge.
  - (c) The foreman is to decide if the chain saw is to be used and inform the employee to take his saw to the job, in which case he will be paid the full day's hire whether his saw is used or not.
  - (d) Saws are not to be left on the job indefinitely for hire purposes, i.e. an employee on being told that his saw is required on a certain day will not be able to leave it there for another day or days and expect to collect hire.
- ii) schedule "C" workers used for road cutting will be paid the greater of:
- a) under Schedule "C", or;

- b) General **labour's** rate times the hours worked plus an allowance of \$1.50 per hour worked. This allowance includes cost for **saw**, parts, chains, bars, files, fuels, lubricants and maintenance.

10:15 - The Employer agrees that there **shall** be no shacking or **batching** on their woods operations except by mutual agreement between the parties and under conditions mutually agreed to before any shacking **or batching** commences.

10.16 -

- (a) Where a mid-day meal is taken a ten minute coffee break **is** allowed in the morning and in the afternoon.
- (b) Where employees lunch away from camp, they **may** decide themselves on a **crew** basis, to take their lunch **at** mid-day with ten minute coffee breaks in the morning **and** afternoon, or they may have two regular lunch periods of 40 minutes each per day.
- (c) During work hours, coffee breaks shall be on the Employer's time.
- (d) **The present** practice regarding evening snacks will continue.

10:17 -

- (a) Effective July 29, 1993, the board rate is **set** at \$9.00 per day (\$3.00/meal).

As of January 1, 1994, to be increased to \$11.00 per day (\$3.66 per meal).

As of January 1, 1995, to be increased to \$13.00 per **day** (\$4.33 per meal).

(b) **An** employee who reports to the cook on or before **7:00 p.m.** on Thursday that he will not be eating supper at the camp on Friday shall not be charged for the supper meal, nor shall he be charged for any meals while away from the camp on weekends. However, if it becomes evident that this is **being** abused, the Company will revert to the practise of charging for the Friday evening meal.

10:18 • Effective in 1991, all employees who have accumulated a minimum of one hundred (100) days of seniority at the end of the previous computer payroll year shall receive on his first pay cheque after spring recall, a \$10,00 annual clothing allowance.

**Any** employee, upon proof of purchase of safety footwear, shall receive a subsidy of 30% of the cost to a maximum of two (2) pairs per year. The Employer will pay annually, a \$25,00 subsidy toward the cost of approved safety pants.

10:19 • Except as may be worked out in seniority Provisions, employees are not permitted to transfer from one camp or worksite to another except where operations have been terminated or curtailed in the camp or on the worksite at which they are employed.

10:20 • Hand cleaner and waste rags shall be made available for mechanics and others repairing mechanical equipment, at their place of work.

10:21 • It is agreed that the Employer and the Union shall co-operate collectively in improving safety and first aid practices. The Employer agrees to maintain good work trails and will also maintain good and safe transportation practices, and further **agrees** that at least one member of the crew in each camp or on each worksite will be qualified to render first aid.

It is agreed there shall be emergency First Aid Kits in all camps, and where practical at or near worksites and in all vehicles and boats regularly used for the transportation of men. All employees will be provided with a mini-safety kit.

10:22 • Mobile radio telephones shall be installed in all camps, in suitable booths, and shall be made available to all employees. Employees using this service must do so at their own expense.

When suitable two way communication is available, it will be installed in ~~commuter~~ buses that are not monitored by a second vehicle to and from the job site.

10:23 • All garage environment will be maintained so that there is no danger to employee health due to exhaust fumes.

10:24 • Bulldozers will be equipped with temporary cabs in the winter months to protect drivers from the elements. such cabs need not to be elaborate and may be constructed from any wind retardant material.

10:25 • Employees working in the main garage at Brakes's Cove who are required to work overtime in excess of one hour without prior notice will be provided with a meal. The cost of the meal will not exceed \$6.00, and the lunching time required to eat such meal will be limited to twenty minutes. Prior notice means prior to the start of the shift.

10:26 • The Employer shall provide, for the sole use of the Union, a Bulletin Board, similar in all respects to that of the Employer's at each place where the Employer has a Bulletin Board.

ARTICLE 11 • Hours of Work

11:01 • The standard work week for operations shall be six (6) days per week, Monday to Saturday inclusive.

11:02 •

(a) The regular work week shall be forty (40) hours, composed of five (5) shifts of eight (8) consecutive hours per day, meal time excepted, from Monday to Friday inclusive, or Tuesday to Saturday inclusive for all employees, unless otherwise specified in this Agreement. It is agreed that workers to whom this Clause applies may be required to work in excess of their regular work week or work day, and shall be paid in accordance with the provisions of this Article. If an employee requests to be excused from working overtime, permission shall not be unreasonably withheld.

$\frac{34}{4000}$

$\frac{10}{2}$

(b) Meal time for lunches, i.e. the mid-shift meal or lunch, shall be one hour after approximately half of the work time of the shift has expired, or as otherwise agreed between the parties.

11:03 •

- (a) For the purpose of this Agreement, Sunday shall begin at 7:00 a.m. Sunday and end at 7:00 a.m. on Monday.
- (b) A holiday, under Article 7, shall begin at 7:00 a.m. the day of the holiday and end at 7:00 a.m. the day following the holiday.
- (c) An employee's scheduled day off (Saturday or Monday) shall begin at 7:00 a.m. on that day and end at 7:00 a.m. the day following.

11:04 •

(a) The day shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m. meal time excepted.

- (b) The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m. meal time excepted.
- 44 + 75 = 119 00 0 45 -
- (c) A night shift differential of forty-five (45) cents per hour shall be paid in addition to the regular rates for all night shift work.
- (d) On other two-shift operations, the first shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence prior to 7:00 p.m. and shall carry the regular shift differential.
- (e) If it becomes necessary to work a three (3) shift operation, the first shift, i.e. the day shift, shall be worked within the time specified in 11:04 (a) with the second shift immediately following the first shift, and the third shift immediately following the second shift. Under these conditions, the work day or shift shall consist of eight (8) consecutive hours plus the shift differential as provided for in 11:04 (c) for the second shift, and a shift differential on the third shift of fifty-five (55) cents per hour.

*3/4/20*  
Meal time shall be 20 minutes and on the Employer's time, approximately four (4) hours after the shift commences.

- (f) The hours of work and the scheduled day off (Saturday or Monday) shall be scheduled and posted on the Company and Union Bulletin Boards not later than 7:00 p.m. on Thursday of the previous week. Failing such posting, unless the employee is personally notified, before the regular quitting time of his fifth weekly shift, of a change in his schedule for the coming week, the schedule of the week previous shall apply.

The **starting and stopping times and shift** schedule shall remain constant and fixed during the weekly periods subject to the following:

1. **An** employee may not change shifts during the week except when his shift schedule is changed **by** the company. When an employee's shift schedule is changed by the company he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked, and if not, time and one-half shall apply. **An** employee cannot be short shifted **by** reason of changing shifts, i.e. if this takes place he shall be paid for the shift or shift lost at his regular rate.
2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification **shall** be confined to a two hour period, and in such cases the work shift shall take place between the hours of 7:00 a.m. to 8:00 p.m. or 7:00 p.m. to 8:00 a.m. as the case may be.

11:05 • If an employee is required to work **on** his scheduled day off (Saturday or Monday) or Sunday or a holiday under Article 7, such overtime shall be scheduled and posted in the same manner and with the same conditions applying as for the hours of work and the scheduled day off (Saturday or Monday) under 11:04 (f). If he is available for posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall received two **(2) hours** pay at time and one-half. If requested by the Employer, the employee must remain available for the two **(2) hours** to be eligible for such pay. If work commences during the two **(2) hour**

period, he shall receive pay at time and one-half for **all** time worked plus time and one-half for idle time when available or two (2) hours at time and one-half whichever is the greater.

46/5  
(a) An employee called out after the completion of his regular shift will be paid a minimum of four (4) hours or time and one-half for hours worked, whichever is greater.

11:06 - The Employer has the right to enforce the hours of **work**. Time worked in excess of eight (8) hours per day, or shift, **all** hours worked on Sunday, except as provided for in 11:05 (a), **all** hours worked by an employee on his scheduled day off (Saturday or Monday) or outside his scheduled day or shift, and all hours worked on holidays under Article 7 shall be paid for at time and one-half. Time and one-half shall not apply to fire fighting.

Double time shall be paid for all time worked in excess of eight (8) hours on Sunday.

11:07 - Time spent travelling to and from work shall not be considered as time worked, unless otherwise specified. Walking and riding time shall be **paid** for as stipulated in **this** Agreement.

11:08 -

(a) Employees working on incentive bonus and/or piecework covered by a guaranteed rate will be governed by the following breakdown clause:

Should a machine break down, an **employee** who has to stop work before he completes his shift shall have his time calculated as follows:

1. The Employer shall pay all the remaining **hours** left from work on incentive **bonus** and/or piecework covered by a guaranteed rate **during** the shift at the **employee's** regular rate of pay.



2. Fellers and buckers **may** be required to continue cutting, in which case this may be done on their regular cutting strip until such time as it interferes with their ability to earn bonus.

At this point, they will move to another strip other than the one on which they were working at the time of breakdown. In so doing, all hours worked on the separate strip shall be kept separate and apart from any hours worked on incentive bonus and all wood produced during such time will be considered the Employer's wood and will not be included with the wood produced on bonus.

With reference to all of the foregoing, the skidder Operator shall be required to make every reasonable effort to immediately notify the supervisor.

(b) All other employees shall be governed by the following breakdown clause:

**An** employee reporting for work **as** directed shall not be sent home because there is no work available due to a mechanical breakdown. In such cases, the employee will be offered **alternate** work (which may include cutting under schedule C) to complete the first day of such reporting, at his regular rate of pay or the prevailing rate for the job performed, whichever is higher.

48  
B

In 11:08 (a) and 11:08 (b), alternate work shall be offered for the next shift. In such cases, the employee shall be paid at his regular rate for such alternate work. In both of the foregoing clauses, if **it** becomes necessary to change an employee's shift, in order to offer such alternate employment, the Employer **will** not be subject to the penalty provided for in Clause 11:04 (f) 1. of this Agreement.

Furthermore, in both of the foregoing Clauses, should an employee refuse to perform the alternate employment, he loses his rights to the provisions contained herein.

If no alternate work is available, the employee shall be paid the shifts referred to above at his regular rate.

With reference to all of the foregoing, the employee must remain available for work.

Where any breakdown continues for more than the shifts referred to above and no other suitable work is available, the employee shall be offered cutting under Schedule C but shall not lose his seniority if he elects not to accept it.

If the breakdown continues for more than one full week beyond the week in which the breakdown occurs, or if, as a result of the breakdown, a decision is made to phase out the broken down machinery, the employee may, if he so desires, exercise his divisional seniority as per Article 12.

Any employee who elects not to exercise his seniority or accept the alternate work will be laid off. Recall will be in accordance with Clause 12:01.

Note - for the purpose of this Article, power saws are not considered to be machines.

- (c) Stripwidth shall not exceed 20 metres for 2.50 metre length pulpwood and 24 metres for 1.25 metre length pulpwood. on side hill roads, pulpwood should not be handled more than 4.5 metres on the lower side of what is known as a side hill road. Wood must be piled on the upper side of a side hill road and all piles must be suitable for scaling.

11:09 • when work **has** to be **discontinued after** commencing, an employee shall be paid one-half (1/2) day if he works less than four (4) hours and a full day if he works more than four (4) hours.

11:10 • **An** employee, who during his scheduled work week reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, shall receive two hours pay at his regular rate unless he was notified previously that work would not commence, and providing that when requested to do so by the employer, **the** employee shall remain available for work for the two hours. An employee in a camp operation shall be deemed to have reported for work once he leaves the immediate camp premises. camp premises is defined as the area that is covered by a radius of 300 meters from the main entrance door to the cookhouse. **An** employee on commuter operations shall be deemed to have reported for work when he arrives at the marshalling point. This clause does not apply when the reason for non-commencement is due to Acts of God.

46  
02

11:11 - **An** employee who, when recalled, reports for work as directed and no work is available, shall be paid for all regular working hours spent waiting to go to work at the rate of the job for which he was recalled. It is understood the employee can be offered alternate employment and, if refused, he is not entitled to any payment.

ARTICLE 12 • seniority

12:01 -

2.7  
A.B. 11.11

i) The company recognizes the principle of seniority, so that in promotions, demotions, transfers, layoffs, and recalls for Lay-offs, seniority shall govern subject to the employee having the ability to perform the work required. In the application of the above, and where all other conditions of

this Article are met, the junior employee shall at all times be the first laid off and the last recalled.

- 11) a) There shall be two (2) types of seniority:
- (a) Total Seniority
  - (b) classification seniority
- b) A ranking system is instituted based on the established list of seniority in effect on May 1, 1993.
- c) Subject to conditions stipulated in 12.02, employees will accumulate seniority for all time worked in a particular classification, it being understood that an employee may have more than one type of Classification Seniority. When an employee is absent as per 12.02, the employee will accrue seniority in the classification he **held** at the time of departure.
- d) When considering seniority for promotions and demotions, the first consideration shall be classification seniority. Where classification seniority is equal, position on the ranking list of May 1, 1993, will be considered. For the purpose of recall and lay-off, the first consideration shall be an employee's position on the ranking list of May 1, 1993, amongst those with classification seniority.
- It is recognized in principle that an employee listed in a classification as per 12.01 11) c) meets the requirements of 12.01 1).
- e) When a temporary vacancy of less than one (1) month occurs on an operation, it will be filled by transferring by order of seniority in that classification, an employee not working in the classification.

If the vacancy continues beyond the time limit specified above or as soon as possible when it is known that the absence will be for more than one (1) month, the position will be filled by the employee with the most classification seniority in the commuting area who is not working in that classification at that time and wishes to accept the position.

- f) The employee transferred on a temporary basis will continue to accumulate seniority in his previous classification if the placement is temporary in nature. If he remains in the position, he will accumulate seniority in the new classification from the date he was originally transferred.
- g) The decision on the part of the employee not to accept a position when offered will not affect his seniority in that classification should future opportunities become available.

12:02 • Total seniority for the purpose of this Agreement shall mean all days worked plus working days which normally would have been worked but were lost because of vacation, sickness or injury (certified by a licensed physician, dentist, chiropractor, optometrist, or registered nurse in an outport hospital or clinic) and authorized leaves of absence up to a maximum of thirty (30) days in any calendar year,

An employee who has accrued seniority and is then employed by the Union, or is on authorized leave of absence on union business, shall accrue seniority for a period not exceeding twelve (12) months. An employee who has accrued seniority and is then employed in a management position shall accrue seniority for a period not exceeding twelve (12) months. In both cases, twelve (12) months dating from when the first such change of employment status took place, unless one (1) year has expired since the last change of employment status.

Notwithstanding the foregoing, sub-foremen shall accrue and retain seniority while working in that capacity, it being understood and agreed that sub-foremen are within the bargaining unit.

12:03 • An employee shall be entered on the seniority list once he has completed his probationary period as per Article 3:10.

12:04 • When the approximate time of recall is known at the time of lay-off, employees will be informed of such approximate date. An employee will be called by telephone or notice will be sent to his given address with as much notice as is possible before the employee will be required to report for work. Each employee will be required to report for work on the date specified unless other arrangements have been made. It is the employee's responsibility to notify the Employer of any change in his detailed address and telephone number.

If an employee fails to report for work or does not acknowledge recall, in either case, with satisfactory reasons, he shall be given the right to exercise his seniority after giving the Employer one week's notice regarding his availability for work.

In recalling the employees following a general shutdown, the Employer shall be allowed a leeway of 10 days. If for satisfactory reasons, a junior employee is recalled first, the senior employee must be given work not later than 10 days after the junior employee commenced work. It is understood and agreed that the provision of 10 days leeway does not apply to any work that may become available during the period of the general shutdown. It is further clearly understood and agreed that the 10-day leeway does not apply following temporary lay-off such as may be caused by weather and the conditions resulting therefrom. Notwithstanding the foregoing, when emergency jobs of short duration have to be done during periods of general shutdown, the company will not be required to recall the most senior employees.

12.05 . From May 1, 1985, an employee who has established seniority shall lose all seniority if he:

1. quits the employ of the Company.
2. Is discharged and not reinstated.
3. Fails to answer recall, or fails to report for work, in both cases without satisfactory reasons, following leave of absence or recall from lay-off.
4. Is laid off for over twenty-four (24) months.  $\frac{29}{24}$
5. Has not **complied** with Article 5 of the Collective Labour Agreement.

12.06 - subject to the provisions of 12.02, employees who are prevented from continuing work because of sickness or accident may accrue their seniority during the period of absence required to recover from such sickness or accident. However, the period during which an employee may accrue seniority will not exceed the eligibility period for LTD. At the end of the applicable period, if still disabled, he will cease to accrue seniority and will retain seniority accrued at that time. It is to be understood that a medical certificate of fitness shall be required for purpose of rehiring if eligible.

12.07 - Employees who have to leave the job because of personal injury or sickness shall, when cleared for work in accordance with 12.08, return to the job from which he left if same is continuing, or to a job in which his seniority entitles him. However, should a lay-off occur while the employee is off on accident or sick, he shall then be recalled in the same manner, with the same conditions applying as all other employees.

12.08 . Days referred to in this Article are working **days** and where the term camp is used, it shall also mean commuter operations.

12:09 • When an employee is entered on the Seniority List for the first time, he shall be designated as working in the Division in which he commences work. Effective September 30, 1972, all employees working on that date were designated in the Division in which they were working.

Effective thirty (30) days following ratification of the 1993 Labour Agreement, employees will be redesignated in the appropriate Division.

12:10 • All permanent transfers from one seniority division to another shall be voluntary, and can take place only when there is no one in the division to which the transfer is being made, who has seniority and desires the vacancy.

12:11 • When an employee is temporarily transferred, his seniority will only apply in the division indicated on the seniority List. Days accrued while on temporary transfer shall be applicable in the division to which he is designated.

12:12 • When an employee is transferred on a permanent basis, the employee's total and classification seniority shall apply in the division to which he is transferred.

12:13 • In the case of a planned general shutdown, a notice will be posted on all Bulletin Boards in areas where the shutdown applies. In cases of lay-off other than those caused by Acts of God employees shall be given one (1) week's written notice of such lay-off or one (1) week's pay in lieu thereof. For the purpose of this Agreement, an Act of God shall include weather conditions and any other conditions over which the company does not have control.

28/005

12:14 • In cases of abnormal curtailment of operations within a seniority division, the employee's Seniority shall apply in the adjacent seniority division as arranged between the Employer and the union.



12:15 - Notwithstanding the provisions of this Article, it is understood and agreed that an employee shall not exercise Seniority to the extent that the Employer shall have to hire him and provide board and lodging on any commuter operation.

However, should the Employer find it necessary to hire an employee who is not a bona fide resident of a community from which a commuter operation is being carried on, the Employer shall provide the employee with board and lodging for which the employee shall pay not more than the agreed camp rate.

12:16 - Lists of names of the employees for whom Seniority is established as above shall be submitted to the Union Office within thirty (30) days following the end of the quarter, showing accumulated seniority as of the quarter's end.

In addition, the Company shall post Seniority Lists in all camps and shall amend these lists promptly as changes occur. The list will show, in addition, each employee's classification or classifications, date of birth, and address.

Seniority Lists will be confirmed as accurate if no protest is received within thirty (30) days from the date of posting such lists in camps and/or buses on commuter operations.

12:17 - For the purpose of this Article, the Woods operations of the company shall be divided as follows:

1. Western Division
2. Central Division
3. Eastern Division

Effective thirty (30) days following ratification of the 1993 Labour Agreement, there will be two Divisions - Division One and Division Two.

An employee shall only apply his seniority in his designated Division.

12:13 • All job vacancies in new classifications that are established under Article 4 of the Labour Agreement will be posted so that all employees within a division who wish to apply for the job may do so. The notice will be posted for a period of twenty (20) working days. Employees who apply for job vacancies under this clause will be considered subject to skill, efficiency, ability to perform the work required and seniority. (On commuter operations, jobs will be posted in buses.)

27  
F

The above arrangements will apply only to an employee's designated division.

12:19 • In case of lay-off or recall, the job steward will be given preference of employment over all other employees provided he is capable of performing the available work efficiently.

24  
A

The above provisions will only apply if the job steward is a regular employee (thirty (30) days or more of seniority),

12:20 • When lay-offs are required due to the completion of seasonal operations, or a part thereof, each employee so affected will be permitted to exercise his seniority to transfer to another job within the same Division if he so desires, subject to the principles of Clause 12:01. Transfers will be made only if the employee, having received the advance notice of lay-off in accordance with Clause 12:13, advises the Company in writing of his desire to be transferred, two working days after the notice of lay-off (posted or by individual notice). Forms will be provided by the Company for this purpose.

The above clause will only apply where other operations within the Division will continue for a period exceeding one (1) week.

12:21 • Notwithstanding the provisions of this Article, an owner/operator can operate his own equipment.

In exercising the above, equipment operators must be Union members who come from within the bargaining unit for pulpwood mechanical felling, forwarding, processing and loading operations. If the exercising of the above results in an employee who would otherwise have the right to such employment being unemployed, the employer agrees to make every reasonable effort to find alternate employment for such employees.

when new owner/operators are required, the company will put up a notice for thirty (30) days to seek interested employees. The notice will contain the following information:

- a) equipment specifications
- b) the start-up date for the equipment

Applicants will be given preference by seniority.

copy of notice will be sent to the Union for information.

#### ARTICLE 13 • Semi-Incapacitated Employees

13101 • The Company will give individual consideration to each case of accident resulting in temporary or permanent partial physical disability by trying to reintegrate said employee in a job provided he has the required skill, efficiency and ability to perform the work required and provided such an opening exists.

#### ARTICLE 14 • Safety

14101 • In order to promote safe conditions within the Woods Operations of the Employer, every employee and every representative of the Employer must co-operate fully and make known dangerous conditions or practices and help to eliminate them.

14:02 -

- (a) Every employee, who suffers an injury is required, subject to circumstances prevailing, to present himself as soon as practical, to his Supervisor, or his representative who will arrange for first aid treatment and, in the case of a serious injury, have arrangements for medical treatment.
- (b) In case of delays exceeding two weeks in obtaining Workers' Compensation payments, the company will, upon request, arrange to advance an amount not exceeding the Workers' Compensation payments due.

14:03 -

- (a) The Company and the union mutually agree that it is desirable to obtain and maintain a good accident experience on the Woodlands Operations. To this end, the Employer will continue its search for improved and more varied items of safety apparel in order to offer maximum protection to its employees.
- (b) The wearing of safety hat, safety footwear and safety pants are a condition of employment. safety hats and harness, eye protection (either shields or goggles) and hearing protection will be made available to employees on loan. winter liners are to be purchased by employees.

14:04 -

- (a) The Employer agrees that all those engaged in the transportation of employees in Employer vehicles will follow good and safe transportation practices.
- (b) The Employer agrees to require all others engaged in the transportation of employees on Employer's roads to engage in safe transportation practices.

14:05 • No employee will be required to work alone in an isolated location that is Considered dangerous.

14:06 • Hearing protection devices will be made available to all employees. For those employees working in areas where the noise level is in excess of eighty-five (85) decibels, the wearing of hearing protection devices shall be mandatory.

14:07 • Noise level checks will be made whenever a change of equipment or process **causes** a significant change in noise level. Records of noise level readings will be made available.

#### ARTICLE 15 • Discipline

15:01 • Disciplinary action by an Employer may be taken against an employee for just cause.

15:02 • Any employee subjected to disciplinary action, other than discharge, will be considered to have a clear record if he has no further disciplinary action taken against him, under this Article, for a period of twenty-four (24) months.

9  
I

#### ARTICLE 16 • Commuting

16:01 • A commuter for the purpose of this Agreement is an employee not obtaining board and lodging in a camp.

16:02 • Each community from which employees commute shall have an agreed central place or places as a marshalling point for the purpose of commuting. (see Letter of Agreement regarding marshalling points.)

16:03 • The Employer will provide free and acceptable transportation for commuters from the marshalling point to the disembarkation point in the work area. When transportation is by road, factory-built buses or automobiles will be used.

16,04 - Employees shall not be allowed to commute to an operation in their own vehicles except by arrangement between the parties. In such a case, employees who use their own vehicles will be paid twenty-seven (27) cents per kilometer.

16,05 - If it becomes necessary to hire an employee who is not a bona fide resident of a community from which free transportation is provided, board and lodging will be provided in that community by the Employer at the agreed camp rate.

16,06 - Notwithstanding the foregoing provisions, bona fide residents of a community within walking distance of their place of work may commute on foot or otherwise, and walking time shall apply from the marshalling point in the community with 3 miles each way on his own time as for other employees.

#### ARTICLE 17 • Walking and Riding Time

17,01 - Walking and riding time will be established on the following basis:

- (a) For the purpose of this Article, it is agreed that an employee walks at the rate of three (3) miles per hour.
- (b) Time allowances for riding from the designated starting point to the disembarkation point will be established between the parties.

Where a commuter bus makes frequent stops to allow employees to disembark, the time lost shall not enter into the calculation for walking and riding time.

- (c) Where travelling time to the place of work is composed of walking and riding time, it shall be combined.

- (d) walking and riding time from a camp shall be reckoned from the dining room door to the employee's place of work.
- (e) walking and riding time for commuters shall be reckoned from the marshalling point to the employee's place of work.

17:02 . Employees will be paid for walking and/or riding time to and from work over one (1) hour each way on the basis of a flat rate of \$9.00 per hour.

*1 1/2  
hr*

Effective January 1, 1992, flat rate will be \$9.00 per hour after forty-five (45) minutes.

17:03 . walking and/or riding time shall not exceed one and one-half hours each way.

17:04 . Where two separate jobber crews travel on the same bus from the same marshalling point to separate disembarkation points, there will only be one designated riding and walking time.

ARTICLE 13 • Bereavement Leave

13:01 . When death occurs to a member of an employee's immediate family, the employee will be granted leave to attend the funeral and shall be paid eight (8) hours at his regular straight time rate (pieceworkers shall be paid eight (8) hours at the general labour's hourly rate plus (8) percent) for time lost up to a maximum of five (5) consecutive days. when death occurs to a member of an employee's family other than the immediate family, leave will be granted under the same conditions, to a maximum of three (3) days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. One day must be the day of the funeral, and pay will only be granted for the regular scheduled work days lost during this period.

*631A  
1*

18:02 • Any claims for bereavement pay must be submitted to the Company by the employee, accompanied by written verification from an acceptable authority. such verification shall designate the employee's relationship to the deceased.

18:03 • For the purpose of this Article, immediate family is defined as husband, wife, child, stepchild, and adopted child. Family other than immediate family is defined as father, father-in-law, stepfather, mother, mother-in-law, stepmother, foster parents, grandparents, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister and grandchild.

#### ARTICLE 19 • Training

19:01 • The Company and the Union recognize the value of a training plan, and will co-operate in solving any problems which may arise if a plan of training is, instituted.

For the purpose of providing such co-operation an advisory committee will be set up, consisting of equal representation of the union and Management.

→ 0) B, E, D, E, J  
i. ---

#### ARTICLE 20 • Fringe Benefits

20:01 • The Group Insurance Plans consist of the following:

- 1) Life Insurance Plan;
- 2) Accidental Death and Dismemberment Plan;
- 3) weekly Indemnity Plan;
- 4) Long-Term Disability Plan;
- 5) Dental Plan;
- 6) Health Insurance Plan; and
- 7) vision care.

$\frac{76}{e}$

$\frac{71}{9}$

$\frac{74}{6}$

The Group Insurance Plans will be maintained in force for the term of the present Collective Agreement.



In all cases, the provisions of the Group Insurance Plan is set out in the Master Policies. The interpretation, application and administration of the Group Insurance plan shall be governed exclusively by the provisions of such Master Policies.

Copies of Master Policies will be made available to the union,

20:02 - A Pension Plan shall be maintained in force for the term of the present Collective Agreement. The provisions of the Pension Plan are set out in the Pension Plan Text. The interpretation, application and administration of the Pension Plan shall be governed exclusively by the provisions of such Pension Plan Text.

ARTICLE 21 • Jury duty 63) 13.0 ...

21:01 - Any employee who presents evidence of his being called to serve as a juror or as a witness in a criminal or quasi criminal case shall be reimbursed for regular scheduled hours lost at straight time pay at the rate he would have otherwise received.

If an employee is called for duty as in above and is scheduled to work the midnight shift immediately prior to court convening, he shall have the shift off with (8) hours pay.

(Pieceworkers shall be paid the general labour's rate.)

ARTICLE 22 • Leave of Absence

22:01 - Leave of absence without pay, and without benefits, up to a maximum of three (3) months, may be granted at the discretion of Management for the following reasons:

- 1) Attendance at a recognized establishment of learning.

62.9  
3

ii) When the employee has to be dealt with according to law.

6311/3  
iii) candidacy for public office at the Federal or Provincial level. such leave may be extended until seven (7) days have elapsed following the date of the election.

iv) Legitimate personal reasons. 6311/3

Before a leave of absence will be considered, the employee must apply in writing.

22:02 • Any employee elected at the Federal or Provincial level will be granted a leave of absence without pay, and without benefits, to extend to one (1) term in office. 6311/3

22:03 • Female employees will be granted maternity leave up to a maximum of four (4) months without pay and without benefits. 5-81A / 017

22:04 • The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.

#### Other Provisions • Piecework (Without Guarantee)

A flat rate for cutting wood for each camp or worksite will be set up at the beginning of each cutting season. Rate to be established before cutting begins, and the cutter shall be informed of his cutting price before starting work. The contractor or Foreman will rotate the cutters in order to obtain equalization of cutting chances for each camp or worksite.

At the start of each cutting season, the Company will provide the Union with a list containing the names of all Contractors with whom Contracts are made for the production of pulpwood, also the camps or worksites to be operated by the company, and the name of the Foreman supervising same, such lists to be

promptly amended from **time** to time as additions or deletions take place. The **lists** will **also** show by classification the estimated quantity of pulpwood to be produced, the cutting price per m<sup>3</sup> and the locations of the cutting area for each Contractor or Foreman. At the end of each labour contract year, the Company will provide the Union with a breakdown of the wood produced, as per the above agreements, which will show the average price paid per cutting m<sup>3</sup> for each classification. Such average price shall derive from varying prices paid for wood cut on the whole of the **company's** operation.

### Special Provisions Guaranteed Rate

The Employer reserves the right to place any **part** of the Woods Operations on a piecework basis, excluding the cookery, and the piecework rate to be paid for such work will be based on the conditions affecting the work. However, in placing any part of their Operations on a piecework basis, the **Employer** agrees that the Hours of work Article will apply and that over a settlement period not **less** than the rate for the classifications affected will be paid. If there is no rate, the general labour rate shall **apply**. This does not apply to cutting under schedule C, the rates for which are in the Agreement and for which there is no guaranteed daily rate.

**An** employee cutting under schedule C rates or incentive bonus system, **who** works overtime at his regular job, shall be paid on the basis of his regular rate and for overtime shall receive, in addition, half time at the hourly rate for the work being performed. If there is no rate for the work, the general labour rate shall apply. This shall **be** kept separate and apart and shall be shown thusly on ~~memo~~ slips.

The Employer agrees that there **will** be no lumping of established classifications, **i.e.** when a financial remuneration is provided for

in the Agreement, it shall be kept separate and apart and shall be shown thusly on memo slips. It is understood that any work covered by a guaranteed daily rate will be considered as a classification; and the rate set for the rental of owner-operated or employee owned equipment shall be considered a classification for the purpose of this paragraph.

The Employer will set a rate for the rental of each piece of mechanical equipment that is owner-operated or owned by an employee and this rate or rates shall not be lumped with any other financial remuneration provided for in the Agreement, but shall be solely for the rental of equipment and shall not be a variable rate, i.e. the financial remuneration of an employee shall in no way whatsoever be taken from the earnings of the owner-operated or employee-owned equipment.

commuting allowance and walking and riding time shall not be lumped with any other rate.

If hauling is on piecework, the rates to be paid shall be determined by the Contractor or Foreman. In determining such rates, due consideration shall be given to:

- (a) the price ranges established for piecework
- (b) the conditions affecting the work for hauling.

#### scaling

- (a) For the purpose of this Agreement, a "cubic metre" shall mean the solid wood content of a pile of pulpwood scaled on a stacked basis and converted to solid measure using a factor of .6641 in the case of 1.25 m. length pulpwood and a factor of .6230 in the case of 2.30 m. length pulpwood.

(b) It is agreed a piececutter is entitled to know the amount of wood he has cut before it is removed and conditions become such that it is impossible for him to check the accuracy of his scale. To this end, all cut and piled wood shall be scaled on the strip. All cut and bunch wood shall be scaled on the landing to which it is forwarded. The cutter will be given reasonable time to check his scale before the wood is removed. The present practice with respect to the scaling and reporting of pallet wood shall continue.

On tree length operations, the employee shall be notified how much wood he has produced before conditions are such that he is unable to check the accuracy of his scale. On commuter operations, information will be posted on the bus or in the lunch shelter.

Employees will be notified as soon as possible after their scaling tables are changed.

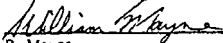
#### Retroactivity

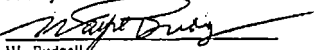
Unless specified elsewhere in this Agreement, any changes made to prior Agreements and shown herein shall not be retroactive.

IN WITNESS OF, subject to corrections for clerical errors or omissions, and in agreement with the foregoing, the undersigned, being duly authorized to do so, have signed on this 29 day of 1993 at Corner Brook in the Province of Newfoundland.

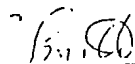
JULY

**FOR THE UNION**

  
B. Wayne

  
W. Budgell

E. Burton


15.1.00  
  
R. Smith National Representative

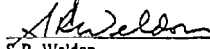
R. Langdon, Vice-President, Region I

R. Hart, Vice-President, Region III

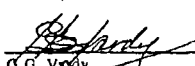
**FOR THE COMPANY**

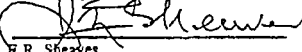
  
P. Seguin

  
D.J. Kendrick

  
S.R. Weldon

  
M. Walsh

  
G.G. Vardy

  
R.R. Sheaves

I Howe

## SCHEDULE "A"

### Hourly Wage Rates

SOIA  
/

<u>Classification</u>	<u>Effective 01.01.93</u>	<u>Effective 01.01.94</u>	<u>Effective 01.01.95</u>
<u>Mechanic:</u>			
1st Class Certified*	<del>19.04</del>	<del>19.43</del>	19.91
1st Class Uncertified	17.83	18.10	18.55
2nd Class	16.65	16.90	17.32
Helper	16.23	16.47	16.89
<u>Electrician:</u>			
1st Class Certified*	19.04	19.33	19.81
<u>Welder:</u>			
1st Class Certified*	19.04	19.43	19.91
1st Class Uncertified	17.83	18.10	18.55
2nd Class	16.65	16.90	17.32
Power Saw Mechanic	16.91	17.16	17.59
<u>Driver:</u>			
Knuckle Boom	16.60	16.85	17.27
Trailer	16.49	16.74	17.16
Pallet	16.28	16.52	16.94
Single/Tandem Axle			
Hauling on Body	16.11	16.35	16.76
<u>Logging Equipment Operators:**</u>			
Harvester - 5 Function	16.79	17.04	17.47
- 4 Function	16.75	17.00	17.43
- 3 Function	16.69	16.94	17.36
- 2 Function	16.65	16.90	17.32
Processor - 4 Function	16.75	17.00	17.43
- 3 Function	16.69	16.94	17.36
- 2 Function	16.65	16.90	17.32
Delimber	16.64	16.89	17.31
Slasher	16.64	16.89	17.31
Wood Loader	16.60	16.85	17.27
Feller Buncher	16.52	16.77	17.19
Forwarder	16.52	16.77	17.19
Clam Bunk Skidder	16.52	16.77	17.19

\*

Must possess a Certificate of Qualification or a Certificate recognized by the Provincial Government.

\*\*

Definition insert at end of Schedule "A".

SCHEDULE "A"

Hourly Wage Rates

<u>Classification</u>	<u>Effective</u> <u>01.01.93</u>	<u>Effective</u> <u>01.01.94</u>	<u>Effective</u> <u>01.01.95</u>
<u>Logging Equipment Operators**</u>			
<u>(Cont'd)</u>			
Cable Yarder	16.52	16.77	17.19
Grapple Skidder	16.39	16.64	17.05
Cable Skidder	16.35	16.60	17.01
Tractor	16.30	16.54	16.96
Muskeg	16.23	16.47	16.88
J5 and Equivalent	16.11	16.35	16.76
<u>Production Classifications:</u>			
Cable Skidder Operator	16.30	16.54	16.96
Feller and Bucker	16.01	16.25	16.66
<u>Road and Site Preparation</u>			
<u>Equipment Operators:</u>			
Gravel Loader	16.43	16.68	17.09
Bulldozer	16.43	16.68	17.09
Grader	16.43	16.68	17.09
Carryall or Earthmover	16.35	16.60	17.01
Air Track	16.35	16.60	17.01
Compressor	16.30	16.54	16.96
Jack Hammer	16.09	16.33	16.74
<u>Miscellaneous:</u>			
Crane Operator	16.64	16.89	17.31
Carpenter. <b>Own</b> Tools	16.73	16.98	17.41
Leading Hand	16.36	16.61	17.03
Dynamite Man	16.14	16.38	16.79
Carpenter • Company Tools	16.13	16.37	16.78
Saw Filer • Slashers	16.13	16.37	16.78
Bus Driver	16.11	16.35	16.76
Painter	16.19	16.43	16.84
General Labourer	15.97	16.21	16.61
<u>Sawmill.</u>			
Sawyer	16.51	16.76	17.18
Edger Man	16.25	16.49	16.90
Canter	16.20	16.44	16.85

\*\* Definition insert at end of Schedule "A"



SCHEDULE "A"

Hourly Wage Rates

<u>Classification</u>	<u>Effective</u> <u>01.01.93</u>	<u>Effective</u> <u>01.01.94</u>	<u>Effective</u> <u>01.01.95</u>
<u>Sawmill: (Cont'd)</u>			
Planer Operator	16.20	16.44	16.85
Tail Sawyer	16.09	16.33	16.74
Trimmer	15.97	16.21	16.61
Jack-Up-Man	15.97	16.21	16.61

or the Purpose of this Agreement:

- (a) A Harvester is a self-propelled, multi-function logging machine that fells trees and performs **at least one** additional function.
- (b) A Processor is a multi-function machine that does not fell trees, but performs two or **more** functions, at least one of which further processes trees or parts **of** trees.
- (c) Processing can include one **or** more of the following:
- i) **delimiting**,
  - ii) slashing (shearing or bucking),
  - iii) chipping (trees or parts of trees),
  - iv) **barking** (trees or parts **of** trees).
- (d) Functions performed **by** Harvesters **and/or** Processors:
- i) felling (includes bunching),
  - ii) **delimiting**,
  - iii) slashing (shearing or bucking),
  - iv) forwarding (transports load **by** carrying),
  - v) skidding (transports load by dragging),
  - vi) chipping (trees or parts of trees),
  - vii) wood loading (**piling** trees or parts of trees, on **or** off trucks, rail cars, conveyors, **and decks**),
  - viii) **barking** (trees or parts of trees).

## SCHEDULE "B"

### Daily Wage Rates

<b>classification</b>	<b>Effective <u>01.01.93</u></b>	<b>Effective <u>01.01.94</u></b>	<b>Effective <u>01.01.95</u></b>
<b><u>Steel Tugs:</u></b>			
Chief Engineer	123.77	125.63	128.77
Assistant Engineer	123.38	125.23	128.36
Mate	121.86	123.69	126.78
Deck Hand	120.90	122.71	125.78
<b><u>Cookhouse Staff:</u></b>			
First Cook	120.53	132.34	135.65
Second Cook	118.77	120.55	123.57
Cookee	117.45	119.21	122.19
Bunkhouseman	117.45	119.21	122.19
<b><u>Miscellaneous</u></b>			
Watchman	117.01	118.77	121.73
Sub Foreman	122.21	124.04	127.14

SCHEDULE "C"

57  
A

PIECEWORK CUTTING RATES PER  $m^3$  (WITHOUT GUARANTEE)

		01/01/93			01/01/94			01/01/95		
	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	
<u>Cut and Pile</u>										
1.25 $m^3$ Rough Pulpwood	16.20	17.71	20.49	16.44	17.98	20.80	16.85	18.43	21.32	
2.50 $m^3$ Rough Pulpwood		17.68	20.43		17.94	20.74		18.39	21.26	
<u>Combination Bunch and Pile</u>										
2.50 $m^3$ Rough Pulpwood		16.55	19.16		16.80	19.45		17.22	19.94	
<u>Cut and Bunch</u>										
1.25 $m^3$ Rough Pulpwood	14.79	16.13	18.52	15.01	16.37	18.80	15.39	16.78	19.27	
2.50 $m^3$ Rough Pulpwood		15.50	17.88		15.73	18.15		16.12	18.60	
<u>Bundling Wood</u>										
Rate per $m^3$		.70			.70			.70		

1. \$0.04 per  $m^3$  will be paid on all wood produced in respect of poor bush bonus.
2. Cutters will not cut strip roads while cutting on their strips

SCHEDULE "D"

PIECEWORK CUTTING RATES PER m<sup>3</sup>

PALLET LOGGING (1.25 METRE ROUGH PULPWOOD)

	0 1/01/93			01/0 1/94			01/01/95		
	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>
<b>5-Man Crew</b>									
Feller and Bucker	11.86	14.06	19.00	12.04	14.27	19.29	12.34	14.63	19.77
Skidder Operator	<u>3.09</u>	<u>3.72</u>	<u>4.99</u>	<u>3.14</u>	<u>3.78</u>	<u>5.06</u>	<u>3.22</u>	<u>3.87</u>	<u>5.19</u>
	14.95	17.78	23.99	15.18	18.05	24.35	15.56	18.50	24.96
<b>4-Man Crew</b>									
Feller and Bucker	11.86	14.06	19.00	12.04	14.27	19.29	12.34	14.63	19.77
Skidder Operator	<u>4.12</u>	<u>4.94</u>	<u>6.63</u>	<u>4.18</u>	<u>5.01</u>	<u>6.73</u>	<u>4.28</u>	<u>5.14</u>	<u>6.90</u>
	15.98	19.00	25.63	16.22	19.28	26.02	16.62	19.77	26.67

SCHEDULE "D"

PIECEWORK CUTTING RATES PER m<sup>3</sup>

TREE-LENGTH LOGGING

5  
W

	01/01/93			01/01/94			01/01/95		
	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>	Min.	<u>Std.</u>	Max.	<u>Min.</u>	<u>Std.</u>	<u>Max.</u>
<u>4-Man Crew</u>									
Feller and Bucker		7.83			7.95			8.15	
Skidder Operator		<u>2.67</u>			<u>2.71</u>			<u>2.78</u>	
		10.50			10.66			10.93	
<u>3-Man Crew</u>									
Feller and Bucker		7.83			7.95			8.15	
Skidder Operator		<u>3.96</u>			<u>4.02</u>			<u>4.12</u>	
		11.79			11.97			12.27	

**Note:** ~~As~~ of January 1, 1985, all employees working under Schedule "D" shall supply their own chain saws. Said employees shall receive an allowance of \$1.50 per hour worked. ~~This~~ allowance includes cost for ~~saw~~, parts, chains, bars, files, fuels, lubricants and maintenance.

When a production crew is temporarily reduced from 4 to 3 men, except when an employee is taking a floating holiday, ~~as~~ outlined in Schedule "D", the rate for the ~~3-man~~ crew shall take effect immediately where possible, but in any event, not later than one full day following the reduction. When an employee is taking a floating holiday, the higher rate will not be paid.

LETTER OF UNDERSTANDING

CORNER BROOK PULP AND PAPER LIMITED

To: C.E.P., LOCAL 60N

During negotiations for renewal of the labour agreement, discussions were held relative to a contractor's failure to meet his financial obligations under the grievance procedure or his financial obligations to his employees.

Insofar as the grievance procedure is concerned, on receipt of written notice from the union of a contractor's failure to perform any act within the time limits required, Corner Brook Pulp and Paper Limited will either rectify such failure without undue delay, or failing same, agrees to be substituted for the contractor during the remaining steps of the grievance procedures.

with regard to the financial obligations of a contractor to his employees, should the employee of such a contractor be unable to effect a settlement of such obligations by the contractor, in accordance with the agreement, corner Brook Pulp and Paper Limited agrees to reimburse the contractor's employee to the extent of the financial loss suffered by the employee, which includes paying to third parties, deductions which should have been paid by the Contractor.

For and on behalf of Corner Brook Pulp and Paper Limited.

S.R. Waldon,  
Woodlands Manager.



LETTER OF UNDERSTANDING

CORNER BROOK PULP AND PAPER LIMITED

To: C.E.P., LOCAL 60N

ANNUAL JOINT SAFETY MEETING

1. During spring of each year, the Company will arrange a Joint Union-Management safety Meeting to be held at a Company camp.
2. One (1) Union and one (1) Management Representative from the occupational Health and safety committee will prepare a tentative Agenda. u  
/
3. said Agenda will be confined to matters affecting Health and Safety and will be submitted to Management and union for approval.
4. The purpose of this meeting is to develop and support joint participation in Health and safety on Company operations.
5. Management and Supervisory Personnel, Executive Officers of the Local Union and a Union Representative from each operation should attend.
6. Board and lodging will be at Company expense at said camp.
7. Employees attending the Conference, who would have been scheduled to work at the time of the meeting, will be paid eight (8) hours at their regular hourly **rate** for each day lost.

S.R. Weldon,  
woodlands Manager.

LETTER OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA, LOCAL 608

- 1) It is agreed that the company may purchase pulpwood in round wood and/or chip form from pulpwood contractors operating on both crown land and company Limits to a total of 33% of its annual requirement.
- 2) It is further agreed that for purchased wood from the Company limits, employees working on such operations will not be covered by the collective Labour Agreement.
- 3) The Company will notify the Union of the name and location of the above pulpwood contractors on company limits.
- 4) The Company will advise the Union of quantities purchased at the end of May and December of each year.

IN WITNESS WHEREOF the parties have signed this Agreement **by** their duly authorized representatives on this 29th day of July, 1993.

LETTER OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
LOCAL 60N

The parties agree that the Clauses listed below that were deleted from the Labour Agreement ending December 31, 1992 as per discussion held during the negotiations for the renewal of said Agreement will be reactivated in the event of the reopening of a Camp by the Company.

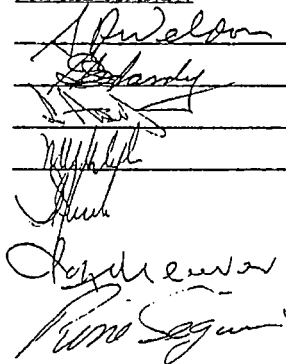
10.01	10.23	10.35
10.17	10.24	10.38
10.18	10.25	10.40
10.19	10.26	11.08
10.20	10.27	11.09
10.21	10.32	16.06
10.22	10.34	Article 18

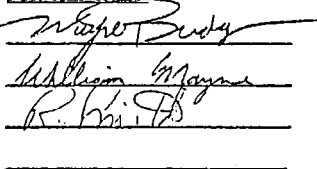
Clothing allowance for Cookhouse Staff: 70 cents per day

IN WITNESS WHEREOF the parties have signed this Agreement by [their duly authorized representatives on this 29 day of July 1993.

FOR THE COMPANY

FOR THE UNION

  
A. P. Wilson  
D. Parry  
M. H. H. H.  
J. H. H. H.  
R. H. H. H.  
P. H. H. H.

  
W. H. H. H.  
M. H. H. H.  
R. H. H. H.

LETTER OF UNDERSTANDING

between

CORNER BROOK PULP AND PAPER LIMITED

and

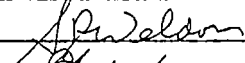
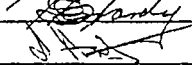
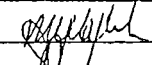

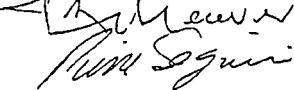

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
LOCAL 60N

Classification Seniority System

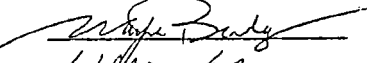
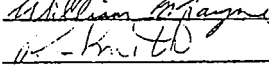
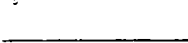
In the discussions held during 1993 negotiations in a sub committee by representatives of both parties, the following understanding was reached on the conditions of introduction of a new classification system as per Article 12.

1. Classification seniority will be established and agreed upon through a local joint committee and will be based on the employees work history (within the bargaining unit) since 1985 as per seniority lists, i.e. number of days worked in each classification since 1985. To qualify for a classification, an employee must have worked a minimum of eighty (80) days in that classification.
2. The classification seniority system will be introduced at the most appropriate time possible as determined 'locally' by the Union and the Company following the finalization of the classification seniority lists, the distribution of employees between two (2) divisions and the establishments of the ranking list

FOR THE COMPANY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  


FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING  
CORNER BROOK PULP AND PAPER LIMITED

To: C.E.P.. Local SON

Job Postings

It is agreed that an employee's application on a job posting will not be refused for the sole reason that the employee has no operating experience.

S.R. Weldon,  
Woodlands Manager

LETTER OF UNDERSTANDING

CORNER BROOK PULP AND PAPER LIMITED

To: C.E.P., Local 60N

**Recall**

If it is known at the beginning of a calendar year that a senior employee on the ranking list will not be recalled while, within the same division a junior employee on the ranking list will be because of classification seniority rights the Company will find alternate work for the senior employee within his division during that year.

S. R. Weldon,  
Woodlands Manager

LETTER OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
LOCAL 60N

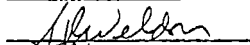
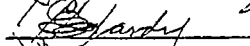
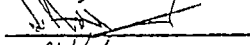
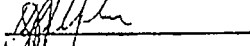

Marshalling Points

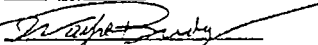
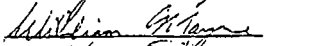
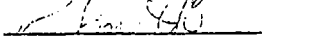
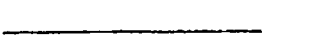

It is recognized that marshalling points have been established by the parties as per the following conditions

- (1) The designation of a marshalling point at the end of a bus route is dependent upon there being at least 10 employees that are using that marshalling point.
- (2) Marshalling points may be established for less than 10 men where that point falls along the bus route.
- (3) All marshalling points will be located so that the travel time will not exceed 1.5 hours from an operation to a marshalling point.
- (4) Only one bus will be used to transport employees from the marshalling point at Howley to Deer Lake. This bus will stop at the Deer Lake marshalling point so that employees may join another bus, if necessary, before proceeding to either the Glide Lake operation or any one of the operations on the North Shore of De: take.
- (5) Should a change in operation occur or other circumstances warrant, the parties will amend the marshalling points to accommodate same

FOR THE COMPANY

FOR THE UNION

Note - 16.02 - Delete words "11 year operating plan"



MEMORANDUM OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
LOCAL 60N

Re Christmas Boxing and New Year's Day

Following the discussion between the Company and Union on Clause 7.02 (c), it has been agreed that the following provisions will replace 7.02 (c) of the current Collective Agreement,

Any employee who otherwise qualifies and who work, on or after December 1st of any calendar year and is laid off prior to December 25th, will be entitled to two (2) "agreed days" in lieu of Christmas Boxing and New Year's Day. Said days are to be taken prior to December 1 of the following year.

Other employees will be governed by Clause 7.02 of the Agreement

Pay for these holidays will be governed by Clause 7.04 of the current Collective Agreement

This Agreement will be in effect for Christmas and Boxing Days, 1993 and New Year's Day, 1994, and for said holidays in subsequent years. If found to be unacceptable by either party, following any of these holidays, it can be cancelled on thirty (30) days written notice by either party. In such a case future applications will be governed by the current Collective Agreement

FOR THE COMPANY

FOR THE UNION

*[Handwritten signatures for the company]*

*[Handwritten signatures for the union]*

*[Handwritten signature: Legat leave]*

*[Handwritten mark]*