

AGREEMENT

Between

CORNER BROOK PULP AND PAPER LIMITED

And

*COMMUNICATIONS, ENERGY AND PAPER WORKERS
UNION OF CANADA, LOCAL 60N*

Effective

JANUARY 1, 1996

to

DECEMBER 31, 1998

00001 (04)

CONTENTS

<u>Article</u>		<u>Page</u>
1	<i>Purpose</i>	1
2	<i>Term of Agreement</i>	1
3	<i>Recognition and Jurisdiction</i>	1
4	<i>Rates and Classifications</i>	3
5	<i>Union Membership</i>	3
6	<i>Annual Vacation</i>	5
7	<i>Holidays with Pay</i>	6
8	<i>Adjustment of Grievances</i>	8
9	<i>No Strike - No Lockout</i>	11
10	<i>Working and Living Conditions</i>	11
11	<i>Hours of Work</i>	16
12	<i>Seniority</i>	20
13	<i>Semi-Incapacitated Employees</i>	25
14	<i>Safety</i>	26
15	<i>Discipline</i>	27
16	<i>Commuting</i>	28
17	<i>Walking and Riding Time</i>	28
18	<i>Bereavement Leave</i>	29
19	<i>Training</i>	30
20	<i>Fringe Benefits</i>	30
21	<i>Jury Duty</i>	31
22	<i>Leave of Absence</i>	31
23	<i>General</i>	32
24	<i>Special Provisions - Guaranteed Rate</i>	32
	<i>Retroactivity</i>	33
	<i>Schedule A</i>	35
	<i>Schedule B</i>	39
	<i>Schedule C</i>	40
	<i>Schedule D</i>	41
	<i>Appendix A</i>	42
	<i>Appendix B</i>	50
	<i>Letters of Understanding</i>	51-53

THIS AGREEMENT made at Corner Brook in the Province of Newfoundland and Labrador, this 28th day of April, Anno Domini One Thousand Nine Hundred and Ninety-six,

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 1 - 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 8**, 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, 1998, 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 -

- (a) 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, save 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.

- (b) Corner Brook Pulp and Paper Limited recognizes Communications, Energy and Paperworkers Union, Local 60N, as the sole collective bargaining agency of the employees.

3.02 -

- (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.

When such contracts are to be awarded, the Company will notify the Union.

- (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.

Beginning with the 1997 summer cutting season, members of the Bargaining Unit who are Contractors and/or Sub-Contractors with more than twenty-five (25) employees in their operation, will not perform bargaining unit work while they hold the above positions. They will, however, continue to accrue seniority and may return to the bargaining unit with all their rights if and when they cease to be a Contractor and/or Sub-Contractor

- (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 or in case of emergency, 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 or in case of emergency

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.

5.02 - All employees covered by this Agreement shall become members of the Union within thirty (30) working days from the date they begin to work. 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

5.03 - 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

5.04 - 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

5.05 - 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.

5.06 - 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.

5.07 - The Employer shall advise the Union from time to time of the Employer's labour requirements.

5.08 - 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

5.09 - 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 will abide by the regular rules and regulations of the Employer. In so doing, the Union agrees that their representatives shall have due regard for production.

5.10 - 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

6.01 -

- (a) The Employer shall grant vacation time off to employees covered by this Agreement in accordance with the following provisions
- A. Less than 150 days - One (1) day vacation for each 30 days of seniority
 - B. 150 - 900 days - Two (2) weeks vacation
 - C. 901 - 1500 days - Three (3) weeks vacation
 - D. 1501 - 3150 days - Four (4) weeks vacation
 - E. 3151 - 5150 days - Five (5) weeks vacation
 - F. 5151 1 days or more - Six (6) weeks vacation
- (b) 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.

However, if an employee reaches a period described in 6.01 a) after the end of the previous computer payroll year, he will become entitled to the additional vacation entitlement of this new period as of the date on which he reaches it

6.02 - 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 off 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:

New Year's Day
Good Friday
Victoria Day
Memorial Day
Labour Day
Christmas Day
Boxing Day

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.

- (c) 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 except for Christmas, Boxing and New Year's Day in which case Clause 7.02 d) will apply.
- (d) Employees who otherwise qualify and who work on or after December 1st of any calendar year and are 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.

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).

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.

8.02 -

- (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.

8.03 - 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 (1.5) 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.

8.04 - 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** 8.03, 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.

8.07 - 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**

8.08 -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** 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 ways and means of improving conditions for all employees covered by 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.
- 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) Van shall be sold to employees at Employer's invoice cost

10.05 -

- (a) Vehicles used for the ground transportation of employees shall 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 lunch 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 time, no fires will be permitted in such shelters.

The Company will ensure that lunch shelters are maintained in a good condition and are kept as close as possible to the work site

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. 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 worksites, 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 vise 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) The Company will standardize the price of gas and oil supplied to cut and bunch employees baaed upon the average invoice cost for all existing areas. Such price will be communicated to the Union prior to the cutting season. Once the price is set it will remain in effect until the beginning of the next cutting season. Any increase in the set price will be paid for by the Company during each cutting season
- (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 \$8.50 per day. Gas and oils to be supplied by the Employer without charge
 - (b) For improvement jobs \$8 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, tiles. 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 midday 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 midday 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 -The board rate is set at \$13 00 per day (\$4 33 per meal)

10.18 - 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 a separate cheque after spring recall, a \$200 annual payment to cover subsidies dealing with safety footwear, safety pants, all clothing and gloves All safety related clothing must adhere to the Employer's protective clothing policies and CSA standards.

Note. Any amount paid in 1996 under the 1993-95 Agreement is to be deducted from the above in 1996.

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 - The employer and the Union shall cooperate 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 on each worksite will be qualified to render first aid.

Where practical, emergency First Aid Kits will be provided at or near worksites and in all vehicles All employees will be provided with a mini safety kit

10.22 -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 Brake'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 II - 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.
- (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 other-wise 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 am 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.
- (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.

49
Effective May 5, 1996, the night shift differential is increased from forty-five (35) cents per hour to fifty (50) cents per hour.

- 1000500
- (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

30
Meal time shall be 20 minutes and on the Employer's time, approximately four (4) hours after the shift commences.

200
Effective May 5. 1996. the shift differential on the third shift of fifty-five (55) cents per hour is increased to sixty-five (65) cents per hour

- (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

- L 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 6:00 p.m. or 7:00 p.m. to 6:00 a.m. as the case may be.

11.05 - If an employee is required to work on his scheduled days 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 days off 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 receive two (2) hours pay at time and one-half if requested by the Employer to remain available for the two (2) hours. If work commences during the two (2) hour period, pay for idle time will cease, and he shall be paid overtime for time worked; in such circumstances, an employee cannot receive more than two (2) hours at time and one-half for the idle period (no pyramiding).

- (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 lost 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.

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.

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

11.09 - When work has to be discontinued after commencing. an employee shall be paid one-half(K) 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 (2) 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 (2) hours. 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

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 -

- (i) The Company recognizes the principle of seniority. so that in promotions. demotions, transfers, layoffs, and recalls from 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.
- (ii) (a) There shall be two (2) types of seniority
 - (a) Total Seniority
 - (b) Classification Seniority

- (b) In 1993 a ranking system was instituted based on the established list of seniority in effect on May 1, 1993

Any employees hired since May 1, 1993 will have their seniority ranked from the date of hire

All new employees will have their seniority ranked upon completion of their probationary period to the date of hire

- (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 ii) c) meets the requirements of 12.01 i)

- (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 community 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
- (h) 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

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 Clause 5.10

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 ten (10) days. If, for satisfactory reasons, a junior employee is recalled first, the senior employee must be given work not later than ten (10) days after the junior employee commenced work. It is understood and agreed that the provision of ten (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 - 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.
- 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 then 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 12.06, 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 - 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

12.10 - 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.

12.11 - 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.

12.12 - 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.

12.13 - 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*

12.14 - 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

12.15 - Effective August 25, 1993, the Woods Operation of the Company was divided into two (2) Divisions - Division One and Division Two and employees were redesignated in the appropriate Division.

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 commenced work

An employee shall only apply his seniority in his designated Division

12.16 -When additional employees are required in a classification, the Company will post a Notice in lunch shelters, buses and in all operations for twenty (20) days to seek interested employees. Copy of Notice will be sent to the Union for information

Employees who apply will be considered subject to seniority and skill, provided the employee has the ability to be trained

The above arrangements will only apply to the employee's designated Division Priority will be given to employees who are in the commuting area as defined in Article 16

If the employee selected from the list of applicants is not the senior employee, the Company will notify the Union before the training starts

Employees who are selected as above and complete with satisfaction their training will have a trial period of a maximum of thirty (30) working days Should the employee fail to prove himself in the classification in the thirty (30) day period, he will not be classified If the employee fails to be classified, he will return to work in the position that his seniority entitles him

12.17 - 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

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

12.18 - When lay-off 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 12.12, 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

12.19 - 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 a new owner/operator is 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

13.01 - 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

14.01 - 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 (2) 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 a safety hat, safety footwear and safety pants are a condition of employment. Safety hats and harness, eye protection (either shields or Boggles), 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

14.08 - Annual Joint Safety Meeting

1. During spring of each year, the Company will arrange a Joint Union-Management Safety Meeting.
2. One (1) Union and one (1) Management Representative from the Occupational Health and Safety Committee will prepare a tentative Agenda
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. 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
7. Board and lodging will be at Company expense when necessary
8. Transportation will be provided as per Clause 16.04

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.

ARTICLE 16 - Commuting

16.01 - A commuter for the purpose of this Agreement is an employee who is a resident of a community within two (2) hours drive from the job site. Such an employee is considered to be in the commuting area for that job

Seniority will continue to be applied in a commuting area basis priority, i.e. an employee outside the commuting area for an operation cannot exercise seniority over an employee considered to be a resident in the commuting area for the job

16.02 - Each operation to which employees commute shall have an agreed central place or places as a marshalling point for the purpose of commuting. These marshalling points are established and mutually agreed upon by the parties and are modified from time to time when changes in operation occur or other circumstances warrant

Marshalling points are to be located so that the travel time does not exceed 1.5 hours from operation to a marshalling point

The designation of a marshalling point at the end of a bus route is dependent upon there being at least ten (10) employees that are using that marshalling point

Marshalling points may be established for less than ten (10) employees where that point falls along the bus route or where circumstances dictate it

When work is being performed by crews of less than ten (10) employees, e.g , road building and/or harvester operations. a marshalling point will be established and walking and riding time will be paid as per Article 17

Employees from the commuting area for an operation are required to report to the 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

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 kilometre

16.05 - If it becomes necessary to hire an employee who is not a commuter. he will be entitled to an allowance of \$10.00/work day up to a maximum of \$50.00/week.

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 forty-five (45) minutes each way on the basis of a flat rate of \$9.00 per hour.

Effective second payroll following ratification, the flat rate will be increased to \$9.35 per hour

Effective January 1, 1997, the flat rate will be increased to \$9.65 per hour

Effective January 1, 1998, the flat rate will be increased to \$9.95 per hour

17.03 - Walking and/or riding time shall not exceed one and one-half hours each way

ARTICLE 18 - Bereavement Leave

18.01 - 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 eight (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.

18.02 - Any claims for bereavement pay must be submitted to the Company by the employee, accompanied, if requested, by written verification from an acceptable authority. Such verification shall designate the employee's relationship to the deceased.

IS 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 Training. The parties agree to establish a Training Advisory Committee, within thirty (30) days following ratification, consisting of equal representation of three (3) from each of the Union and Management.

The Company agrees that, when establishing its training guidelines for a specific job classification, it will consider reasonable recommendations made by the Committee.

The cost of this Committee will be paid by the Company.

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

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.

A summary of the revised group insurance plans appears in Appendix "A". The description of the benefits included in Appendix "A" forms part of the Collective Agreement.

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

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 eight (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:

- i) Attendance at a recognized establishment of learning.
- ii) When the employee has to be dealt with according to law.
- 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.

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.

22.03 - Female employees will be granted maternity leave up to a maximum of four (4) months without pay and without benefits

22.04 - The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.

ARTICLE 23 - General

23.01 -The Contractor or Foreman will rotate the cutters in order to obtain equalization of cutting chances for each camp or work site.

23.02 - 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 work site to be operated by the Company, and the name of the Foreman supervising same. such lists to be amended from time to time as additions or deletions take place. The lists will also show by classifications the estimated quantity of pulpwood to be produced and the location 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.

23.03 -

- (a) For the purposes 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 a solid measure using a factor of 6250 in the case of 2 5 metre length pulpwood.
- (b) It is agreed that 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. On tree length operation, 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 lunch shelter. Employees will be notified as soon as possible after their scaling tables are changed.

ARTICLE 24 - Special Provisions - Guaranteed Rate

24.01 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.

24.02 - 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 shown thusly on memo slips

Employees working on cut and bunch operations who experience downtime of one hour or more due to moving from cutting area to another, non-availability of Company spare saws, or other reasonable circumstances. will be compensated for the downtime at the General Labour Rate.

24.03 - 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 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 Clause

24.04 -

- (a) 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
- (b) 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

24.05 - Commuting allowance and walking and riding time shall not be lumped with any other rate

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 day day of

April

1996 at Corner Brook in the Province of Newfoundland.

FOR THE UNION

FOR THE COMPANY

Frank Tremblay

A. Wilson

William Mayne

[Signature]

Walter Brady

[Signature]

B. Bruce Lidstone

[Signature]

Ray George

[Signature]

Lindy Vincent

[Signature]

B. Gifford

[Signature]

[Signature]

[Signature]

Hourly Wage Rates

<u>Classification</u>	<u>Effective 01.01.96</u>	<u>Effective 05.05.96</u>	<u>Effective 01.01.97</u>	<u>Effective 01.01.98</u>
<u>Mechanic:</u>				
1st Class Certified*	20.61	20.81	21.63	22.48
1st Class Uncertified	19.20	19.40	20.18	20.99
2nd Class	17.93	18.13	18.87	19.64
Helper	17.48	17.48	18.00	18.54
<u>Electrician:</u>				
1st Class Certified*	20.50	20.70	21.52	22.37
<u>Welder:</u>				
1st Class Certified*	20.61	20.81	21.63	22.48
1st Class Uncertified	19.20	19.40	20.18	20.99
2nd Class	17.93	18.13	18.87	19.64
Power Saw Mechanic	18.21	18.21	18.75	19.32
<u>Driver:</u>				
Knuckle Boom	17.87	17.97	18.61	19.27
Trailer	17.76	17.86	18.49	19.15
Pallet	17.53	17.63	18.26	18.91
Single/Tandem Axle Hauling on Body	17.35	17.45	18.07	18.71
<u>Logging Equipment Operators:**</u>				
Harvester - 5 Function	18.08	18.18	18.82	19.49
- 4 Function	18.04	18.14	18.78	19.44
- 3 Function	17.97	18.07	18.71	19.38
- 2 Function	17.93	18.03	18.67	19.33
Processor - 4 Function	18.04	18.14	18.78	19.44
- 3 Function	17.97	18.07	18.71	19.38
- 2 Function	17.93	18.03	18.67	19.33
Delimber	17.92	18.02	18.66	19.32
Slasher	17.92	18.02	18.66	19.32
Wood Loader	17.87	17.97	18.61	19.27
Feller Buncher	17.79	17.89	18.53	19.18
Forwarder	17.79	17.89	18.53	19.18
Clam Bunk Skidder	17.79	17.89	18.53	19.18

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

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

50 A
T

SCHEDULE "A"

Hourly Wage Rates

Classification	Effective 01.01.96	Effective 05.05.96	Effective 01.01.97	Effective 01.01.98
Logging Equipment Operators**				
(Cont'd):				
Cable Yarder	17.79	17.89	18.53	19.18
Grapple Skidder	17.65	17.75	18.38	19.03
Cable Skidder	17.61	17.71	18.34	18.99
Excavator Operator	17.69	17.79	18.43	19.08
Muskeg	17.47	17.57	18.20	18.84
J5 and Equivalent	17.35	17.45	18.07	18.71
Production Classifications:				
Cable Skidder Operator	17.55	17.65	18.28	18.93
Feller and Bucker	17.24	17.24	17.76	18.29
Road and Site Preparation				
Equipment Operators:				
Gravel Loader	17.69	17.79	18.43	19.08
Bulldozer	17.69	17.79	18.43	19.08
Grader	17.69	17.79	18.43	19.08
Carryall or Earthmover	17.61	17.71	18.34	18.99
Air Track	17.61	17.61	18.13	18.68
Compressor	17.55	17.55	18.08	18.62
Jack Hammer	17.33	17.33	17.85	18.38
Miscellaneous:				
Crane Operator	17.92	18.02	18.66	19.32
Carpenter - Own Tools	18.01	18.21	18.96	19.73
Leading Hand	17.63	17.63	18.15	18.70
Dynamite Man	17.38	17.38	17.90	18.44
Carpenter - Company Tools	17.37	17.57	18.30	19.04
Saw Filer - Slashers	17.37	17.37	17.89	18.43
Bus Driver	17.35	17.35	17.87	18.40
Painter	17.43	17.43	17.96	18.49
General Labourer	17.20	17.20	17.71	18.24
Sawmill:				
Sawyer	17.78	17.78	18.31	18.86
Edger Man	17.49	17.49	18.02	18.56
Canter	17.44	17.44	17.96	18.50

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

SCHEDULE "A"

Hourly Wage Rates

<u>Classification</u>	<u>Effective</u> <u>01.01.96</u>	<u>Effective</u> <u>05.05.96</u>	<u>Effective</u> <u>01.01.97</u>	<u>Effective</u> <u>01.01.98</u>
<u>Sawmill: (Cont'd)</u>				
Planer Operator	17.44	17.44	17.96	18.50
Tail Sawyer	17.33	17.33	17.85	18.38
Trimmer	17.19	17.19	17.71	18.24
Jack-Up Man	17.19	17.19	17.71	18.24

**** For 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

<u>Classification</u>	<u>Effective</u> <u>01.01.96</u>	<u>Effective</u> <u>05.05.96</u>	<u>Effective</u> <u>01.01.97</u>	<u>Effective</u> <u>01.01.98</u>
<u>Steel Tugs:</u>				
Chief Engineer	133.28	133.28	137.28	141.39
Assistant Engineer	132.85	132.85	136.84	140.94
Mate	131.22	131.22	135.15	139.21
Deck Hand	130.18	130.18	134.09	138.11
<u>Miscellaneous:</u>				
Watchman	125.99	125.99	129.77	133.66
Sub Foreman	131.59	131.59	135.54	139.61

SCHEDULE "C"

PIECEWORK CUTTING RATES PER M³ (WITHOUT GUARANTEE)

	01/01/96			01/01/97			01/01/98		
	<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	17.44	19.07	22.06	17.97	19.64	22.73	18.51	20.23	23.41
2.50 m ³ Rough Pulpwood		19.04	22.00		19.61	22.66		20.20	23.34
<u>Combination Bunch and Pile</u>									
2.50 m ³ Rough Pulpwood		17.82	20.64		18.36	21.26		18.91	21.89
<u>Cut and Bunch</u>									
1.25 m ³ Rough Pulpwood	15.93	17.37	19.94	16.40	17.89	20.54	16.90	18.43	21.16
2.50 m ³ Rough Pulpwood		16.69	19.25		17.19	19.83		17.70	20.43
<u>Bundling Wood</u>									
Rate per m ³		.70			.70			.70	

1. \$0.04 per m³ 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
3. \$1.25 per cubic metre will be paid as a winter bonus on all 2.50 metre wood cut during the period of January 1st to April 30th

SCHEDULE "D"

PIECEWORK CUTTING RATES PER M³

TREE-LENGTH LOGGING

<u>Classification</u>	<u>Effective 01.01.96</u>	<u>Effective 01.01.97</u>	<u>Effective 01.01.98</u>
<u>4-Man Crew</u>			
Feller and Bucker	8.43	8.68	8.94
Skidder Operator	<u>2.88</u>	<u>2.96</u>	<u>3.05</u>
	11.31	11.64	11.99
<u>3-Man Crew</u>			
Feller and Bucker	8.43	8.68	8.94
Skidder Operator	<u>4.26</u>	<u>4.39</u>	<u>4.52</u>
	12.69	13.07	13.46

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.

APPENDIX "A"

SUMMARY OF REVISED GROUP INSURANCE PLANS

This document is a summary of the provisions of the Group Insurance Plans as set out in the Master Policies and does not create or confer any contractual or other rights. In all cases, the provisions of the Group Insurance Plans are set out in the Master Policies. The interpretation, application and administration of Group Insurance Plans shall be governed exclusively by the provisions of such Master Policies.

The Company agrees to modify its group insurance program and will make the following amendments to its insurance policies. All other provisions of the master policies will remain unchanged.

Subject to the provisions of the master policies, the following modifications will come into effect on the dates mentioned below and will cover only those regular employees who are members of the bargaining unit and actively at work on the effective date of these changes, as well as new regular employees who will join the bargaining unit thereafter

PREMIUMS

Unless stated otherwise, premiums for the benefits are paid by the Company.

BENEFITS- SUMMARY

- 1) LIFE INSURANCE. \$50,000.
- 2) ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE - LOSS OF USE

The full amount is equal to \$50,000. The maximum payable for any one accident will not exceed the amount of the AD & D. benefit described below.

- a) Accidental Death and Dismemberment

The percentage of the full amount payable varies depending on the extent of the loss, as shown in the following table:

Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Loss of one arm or one leg	75%
Loss of one hand or one foot	66⅔%
Loss of entire sight of one eye	66⅔%
Loss of thumb and index finger or any four fingers of the same hand	33⅓%

b) Loss of Use:

"Loss of Use" shall mean the total or irrevocable loss of use of any of the following: leg, foot, arm or hand, during a continuous period of twelve (12) months after which the indemnity becomes payable if the loss of use is considered as permanent

The percentage for loss of use of a member varies according to the following table:

Hemiplegia, Paraplegia or quadriplegia	200%
Loss of use of both feet or both hands	100%
Loss of use of one arm or one leg	75%
Loss of use of one hand or one foot	66⅔%

3) LIFE INSURANCE FOR DEPENDENTS

The amount of life insurance payable to the insured at the death of one of his dependents shall be as follows:

Spouse:	\$5,000
Children aged more than 14 days but less than 19 years, or 23 years in the case of full-time students:	\$2,500

4) ACCIDENTAL DEATH INSURANCE FOR DEPENDENTS

The amount of life insurance payable to the insured at the accidental death of one of his dependents shall be as follows.

Spouse: \$5,000

Children aged more than 14 days but less than 19 years,
or 23 years in the case of full-time students: \$2,500

5) a) HOSPITALIZATION

No deductible

100% for unlimited accommodation in semi-private room

b) MAJOR MEDICAL

Deductible: \$25 per calendar year under both individual and family coverage.

Prescriptions: 100% of all drugs only available by prescription

Other Eligible Expenses. 80% of other eligible expenses according to the provisions of the master policy such as:

- i) Room and board in a licensed nursing home (for convalescent or chronic care) and for hostel home care expenses up to a maximum expense of \$30 per day for a maximum of 30 days per year.
- ii) Emergency transportation by a licensed ground ambulance to and from a local hospital.
- iii) Services of the following licensed practitioners up to a maximum reimbursement of \$400 per practitioner per calendar year. Psychologist, Acupuncturist, Osteopath, Podiatrist, Physiotherapist, Chiropractor.
- iv) Purchase of trusses, braces (excluding molded arch supports), crutches and artificial limbs or eyes, etc.
- v) Orthopaedic shoes where prescribed by an attending physician subject to an annual maximum reimbursement of \$75 00.

No payments will be made under this plan for expenses incurred for routine eye examinations, eye glasses, contact lenses or hearing aids

Maximum amount payable, %10,000 per period of three (3) consecutive calendar years for each person insured

c) DEFINITIONS

"Dependents" is defined as.

- i) Married spouse or a person who, although not legally married to an employee, cohabits with the employee in a husband and wife relationship which has been recognized as such in the community in which they reside for at least one (1) year.
- ii) Children aged less than nineteen (19) years, or less than twenty-three (23) years in the case of full-time students. The children must be unmarried.

6) WEEKLY INDEMNITY

- a) Effective January 1, 1995. \$485 per week for any disability that commences on or after the above specified date that prevents an employee from performing his own occupation for a maximum period of fifty-two (52) weeks.

Effective on the first day of the month following ratification, the Weekly Indemnity benefit will increase to \$500.00 per week for any disability which will commence on or after that date.

Effective January 1, 1997, Weekly Indemnity benefit will increase to \$515.00 per week for any disability which will commence on or after that date.

Effective January 1, 1998, Weekly Indemnity benefit will increase to \$530.00 per week for any disability which will commence on or after that date.

- b) Weekly Indemnities shall be paid as follows:

- i) From the first (1st) scheduled workday lost due to an accident or illness requiring hospitalization.

The same conditions apply when an employee is admitted to the hospital as an outpatient for surgery, for a medically required surgery.

- ii) From the fourth (4th) day lost due to illness. The employee must have consulted his physician during the first three (3) calendar days.
- iii) If an employee receiving Weekly Indemnity payments is laid off, the employee must apply for Unemployment Insurance benefits. When the Unemployment Insurance benefits expire, or if the employee is not entitled to any such benefits, Weekly Indemnity benefits will continue to be paid, provided the employee is still disabled. However, Weekly Indemnity benefits together with Unemployment Insurance benefit payments will not exceed 52 weeks.

c) Miscellaneous

- i) Any employee not actively at work on the effective date or dates of changes in benefits will not be eligible for the increase of benefits until the date of his return to active employment
- ii) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one seventh (1/7) the weekly amount of disability as per 6 a) above

7) LONG-TERM DISABILITY

Long-Term Disability benefits will commence at the later of 52 weeks of disability or expiration of Weekly Indemnity benefits, provided the employee is still disabled due to illness or accident.

- a) The employee will qualify if his disability prevents him from performing the duties of his own occupation.
- b) Amount of Benefits

\$1,200 per month.

Effective upon date of ratification, the maximum monthly benefits payable for any eligible employees who are actively at work on the above date will be \$1,300 per month.

Effective January 1, 1997, the maximum monthly benefits payable for any eligible employees who are actively at work on that date will be \$1,400 per month.

Effective January 1, 1998, the maximum monthly benefits payable for any eligible employees who are actively at work on that date will be \$1,440 per month.

- c) Benefits shall be payable until the earlier of the following occurrences:
 - i) the employee is no longer totally disabled or derives a salary or profit from his work;
 - ii) he received benefits for a period of 72 months,
 - iii) the date on which he becomes entitled to receive early retirement benefits without actuarial reduction, if the amount of pension is greater;
 - iv) the employee is not under continuing medical care or treatment recommended by his doctor for his rehabilitation;

- v) the insurer requests, but does not receive, further proof of total disability,
 - vi) the employee fails to take a physical examination and/or mental evaluation that the insurer has requested;
 - vii) the date of the employee's dismissal with just cause,
 - viii) the date on which he dies,
 - ix) the date he attains age 65
- 4 The employee receiving Weekly Indemnity or Long Term Disability Benefits must undergo rehabilitation, if requested. The rehabilitation program aims at returning people to active work either within the woods industry or outside.

This will provide the employee with improved skills allowing him to find gainful employment. Benefits will not be cut during the rehabilitation process, nor will they be cut for the sole reason that the rehabilitation process is completed.

The elements of the rehabilitation program will be discussed with the union

The above Weekly Indemnities or Long-Term Disability Benefits shall be reduced by any benefits or replacement income that is payable, or would have been payable has a satisfactory request been submitted to the government, under the CPP/QPP (primary benefits only), and under any Workers' Compensation Act.

8) DENTAL PLAN

Effective on the first day of the month following ratification, and on the first day of January of each subsequent year of the Labour Agreement, eligible expenses under the existing dental plan, deemed necessary and incurred while the worker is insured, shall be reimbursed in accordance with the Newfoundland Dental Fee Guide approved by the Association of Dental Surgeons of Newfoundland in effect as of December 31 of the preceding year.

Treatments, for eligible expenses, shall be reimbursed at 100% up to \$600 per person per annum

Endodontics treatment including root canal treatment are considered eligible expenses,

Effective January 1st, 1997. the annual maximum will be \$800

Effective January 1, 1997, orthodontics services will be covered at 50% subject to a lifetime maximum of \$750 00 per person covered.

The Company's maximum contribution shall be \$12.00/month for single coverage and \$24.00/month for family coverage. For the remaining of 1996, there shall be no change in the premium actually paid by the employee.

Effective January 1, 1997, the Company's maximum contribution shall be \$12.00/month for single coverage and \$26.00/month for family coverage.

9) VISION CARE

- a) The following Vision Care expenses incurred by the employee or his insured dependents will be reimbursed provided they are prescribed by a doctor or an optometrist: frames, lenses and the fitting of prescription glasses, including contact lenses, up to a total payment of \$85 per insured person in any two (2) consecutive years from the date of last purchase.

Effective the first day of the month following ratification, coverage will increase to \$100 per insured person in any two (2) consecutive years from the date of last purchase.

- b) In addition to the above, fees up to \$30 for a visit to an optometrist will be reimbursed for the employee or his insured dependents up to one visit per insured person in any two (2) consecutive years from the date of the last visit.

10) GENERAL CONDITIONS

- a) In view of the above improvements, the live-twelfth (5/12) U.I.C. reduction of premium shall be retained by the Company.
- b) Insurance coverage while totally disabled.

Employees receiving Weekly Indemnity benefits,

Benefits are maintained the employee and the employer pay their portion of the cost on the same basis as if the employee was active.

Employees receiving L.T.D. benefits,

Coverage for accidental death and dismemberment and dependent accidental death cease.

The employee may have his life, dependent life, health care (includes hospital, major medical and vision care) and his dental care coverage extended, provided the employee pays the full premiums, until the cessation of Long Term Disability benefit payments.

However, the employee receiving Long Term Disability benefits may be eligible for a waiver of his life and dependent life premiums.

c) Insurance Coverage During Lay-Offs

During the first three (3) months of lay-off, benefits other than Weekly Indemnity and Long Term Disability, are maintained and the employer and employee pay their portion of the cost on the same basis as if the employee was active.

After the first three (3) months of lay-off employees will be entitled to retain their benefits other than Weekly Indemnity and Long Term Disability as long as he retains seniority rights under the Collective Agreement provided he is paying the entire premium.

d) Resolution of Claims

After an employee goes on claim and is in receipt of Weekly Indemnity or Long Term Disability benefits, the Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by physicians designated by the Company and/or insurer.

When there is a medical dispute as to the validity of claim following a decision made by the insurer, the dispute will be referred to an appropriate specialist who will render a final and binding decision.

Cost of physical examinations, transportation and reasonable out of pocket expenses related thereto will be paid by the insurer.

When proper medical evidence has been submitted and there is a dispute to the validity of the claim, upon request from an employee, the Company will make advance payments at the normal intervals until a final decision is reached as per above. If the decision to refuse the claim is maintained, the employee will reimburse the Company for the money so advanced

APPENDIX "B"

PENSION PLAN

Effective July 1st, 1996, the Company will implement a defined contribution pension plan (also known as a money purchase plan). Participation in the Plan will be mandatory and a condition of employment

The Plan will be registered with Revenue Canada and the Department of Finance of Newfoundland and, as such, will be subject to all Laws and Regulations applicable to registered Pension Plan.

The following is only a summary of the Plan design. All applicable provisions will be part of the Plan text that will be filed with the government authorities.

Eligibility

Employees actively at work on July 1st, 1996, who have accumulated ninety (90) days of seniority or more will be automatically enrolled in the Plan.

Employees will become members of the Plan on the first day of the month following completion of ninety (90) days of seniority.

All eligible employees must complete an application for membership form.

Contributions

Each employee will contribute 2% of his weekly earnings to the Plan. The Employer will match the employee's contribution

Each employee can elect to contribute an extra 1% or 2% of weekly earnings to the Plan. The election for voluntary contribution can only be changed once a year.

Special Contribution

The Employer will make a special one time contribution to each member's account when the Plan is originally introduced. This special contribution will be equal to \$250.

Termination of Employment

A member will not be allowed to withdraw or transfer his account balance as long as he retains his seniority

Note: The actual Pension Plan will be terminated and all employees entitlements will be transferred to the new plan, subject to applicable legislation.

LETTER OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

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

- 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 35% 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 28th day of April, 1996

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	10.29 (b)	16.06
10.22	10.32	Article 18
	10.34	

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 28th day of April, 1996.

LETTER OF AGREEMENT

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 (SO) 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.

Note: It is recognised by the parties that the requirements of this letter were met and that the classification seniority system was put into application as of June 1994.

IN WITNESS WHEREOF the parties have signed this Agreement by their duly authorized representatives on this 28th day of April, 1996.