

PRE-COMMERCIAL THINNING
AGREEMENT

Between

CORNER BROOK PULP AND PAPER LIMITED

And

CANADIAN PAPERWORKERS UNION
FORESTRY WORKERS LOCAL 60

Effective

JANUARY 1, 1989

to

DECEMBER 31, 1992

00002 (02)

THIS AGREEMENT made at Corner Brook in the Province of Newfoundland and Labrador, this 25th day of July, Anno Domini One Thousand Nine Hundred and Ninety.

BETWEEN

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

AND

CANADIAN PAPERWORKERS UNION FORESTRY WORKERS LOCAL 60 (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, 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.

ARTICLE 2 - Terms 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 1992 and from year to year thereafter, unless either party desires to change or terminate the Agreement, in which case the party desiring change or termination shall notify the other party in writing at least sixty (60) days prior to the end of December of the particular year that such is its desire.

ARTICLE 3 - Recognition and Jurisdiction

3:01 - All employees of Corner Brook Pulp and Paper Limited, including all employees on the seniority list of Corner Brook Pulp and Paper Limited, engaged in **Pre-Commercial Thinning Operations** on the timber **limits** of Corner Brook Pulp and Paper **Limited** in the Province of

Newfoundland, save and except Technical, Clerical and Office Staff, Scalers, persons employed in Supervisory or Confidential capacity, non-working foremen and those above the rank of non-working foremen.

3:02 - The Employer agrees that if contracts are made such contractors shall be required to apply all the terms of this Agreement including the wage rates.

3:03 - Supervisory personnel shall not perform work which would normally be a function of an employee listed in the job classifications covered by this Agreement including new job classifications under Article 4, except for the purpose of instruction, in cases of emergency, or casual assistance.

3:04 - The jurisdictional area of application under this Agreement shall be upon any of the Employer's timber **limits**, within the Province of Newfoundland and Labrador.

3:05 - 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. Employers' operations shall not be interrupted as a result of any jurisdictional dispute that **may** arise between the Union and any other Union or Unions.

3:06 - All new employees shall be on probation for the first thirty (30) days worked.

ARTICLE 4 - Rates and Classifications

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

4:02 - For job classifications 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 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 III of the Grievance Procedure. It is understood that the sixty (60) day period can be extended by mutual consent of the parties to this Agreement. The employees concerned shall be entitled to all the benefits of the Agreement from the date the new job commences. All rates under this Clause may be made retroactive to the end of the trial period by an Arbitration Board.

ARTICLE 5 - Union Membership

5:01 - The Employer 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 shall become members of the Union within seven (7) days from the date they begin work covered by this Agreement, as a condition of continued employment. All members shall maintain their membership in good standing as a condition of continued 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 such 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 ten (10) calendar days after notice in writing has been received.

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 will, on his behalf and upon 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 Social Insurance Number, full name, address, date of birth and amounts by individual and totals by 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. When hiring additional employees, the Employer will give preference to Union members who have applied in writing within the previous six (6) months and who are capable of doing the work required of them.

However, a Union member shall not exercise

his rights under the provisions of this Clause to the extent that, the Employer shall have to hire him and provide him with board and lodging in order to make him available within commuting distance from any commuter job.

5:08 - The Union shall furnish the Employer with a list of Local Officers and a list of Representatives and shall amend these lists promptly as changes occur.

5:09 - Union Representatives carrying proper credentials shall have the right to visit all Pre-Commercial Thinning 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. Credentials carried by the Union representative shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union and a Travel Permit signed by the Woods Manager of the Company. It is recognised that on commuter operations a special situation is created making it necessary for the Union Representatives to sign up employees during working hours. This shall be done after consultation with and with the consent of the Foreman or his representative. Foreman will be instructed by the Employer to permit the Union Representative to sign up employees during working hours when this is possible without undue interference with production. In so doing, Union Representatives shall have due regard for production.

ARTICLE 6 - Annual Vacation

6:01 - Because of the seasonal nature of Pre-Commercial Thinning work, annual vacation time off will not be granted. Vacation pay will be paid weekly with regular earnings, at the percentage of gross earnings rate as shown in the following schedule:

- A. 0 - 949 days - 4%
- B. 950 - 1549 days - 6%

- C. 1550 - 4400 days - 8%
- D. 4401 days or more - 10%

Effective January 1, 1991:

- A. 0 - 900 days - 4%
- B. 901 - 1500 days - 6%
- C. 1501 - 4000 days - 8%
- D. 4001 - 6500 days - 10%
- E. 6501 days **or** more - 12%

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

ARTICLE 7 - Holiday With Pay

7:01 - Qualified employees covered by this Agreement shall be granted the following holidays with pay providing the qualifying **time** is worked on the Operations of the Company - Victoria Day, Memorial **Day** and Labour Day. The holidays as outlined above will be observed on the official date as declared by Provincial Legislation, where applicable. If any of the above holidays fall on the employee's scheduled day or days off, the employee shall be granted an extra day or days off as his holidays with **pay**.

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.
- (b) Employees must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid if he otherwise qualifies.

Employees 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 at least five (5) days before the holiday.

- (c) Employees who otherwise qualify but are laid off on any of the twenty (20) calendar days immediately preceding the holiday will be paid for the holiday.

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

7:04 - All employees qualifying for a paid holiday, except those working on negotiated piecework rates, shall receive pay for the holiday at their regular rates. Those working on piecework rates shall receive pay for the holiday at regular labour 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. All days for which an employee receives pay or part pay shall be considered as days worked for the purpose of qualifying for a paid holiday.

7:06 - Employees with one hundred and fifty (150) days or more of seniority who have worked seventy-five (75) days in the previous year will be entitled to two (2) floating holidays. These floating holidays shall be paid on the

basis of eight hours at his regular straight time rate. An employee may elect to take the holidays or sixteen hours pay in lieu of time off. Time off must be arranged with the employee's immediate supervisor. An employee who does not take the floating holidays when the job is in operation 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.

NOTE:

For the purpose of administering Articles 6 and 7, employees who have accumulated seniority on both regular Woods Operations and Pre-Commercial Thinning Operations will be given the benefit of combined total seniority. Benefits payable to the employee will be paid once only in the calendar year whether an employee is employed at regular Woods Operations or Pre-Commercial Thinning Operations at the time application is made.

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, an employee has no grievance until he has first given the Foreman, or his Representative, an opportunity to adjust his complaint, 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 election, from its working membership at each 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 at the 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 recognise either the Union Steward of the Union Committee until such **time as** this procedure is carried out.

- (b) 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 this Agreement.

Stage 1

Complaints of employees must first be taken by the employee himself directly to the Foreman 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 has 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 Employer concerned in cases where the Employer is a Contractor, and, in other cases, with the Chief Forester 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 Employer or Chief Forester or his representative shall make a **reply**, in writing, and, failing a satisfactory adjustment within three (3) days, then:

Stage 3

In case of a Contractor, either party may, within the following fifteen (15) days, refer the matter to Arbitration. In other cases, the matter shall be referred to the Woods 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.

The matter shall be referred to the General Manager or his representative, within three (3) days and failing a satisfactory adjustment within fifteen (15) days, then:

Stage 5.

Either party may, within the following fifteen (15) days, refer the matter to Arbitration. Failure of the **grievor** or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall

not be deemed to have prejudiced the Union on any future similar grievance.

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 - If the Union has a grievance as defined in Section **8:03**, it shall commence at Stage 3 of the Grievance Procedure.

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

(b) The Arbitration Board shall file their decision with parties within 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 member of the Arbitration Board selected by it or by the Provincial Minister of Manpower and Industrial Relations, 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 strikes 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 the sole right of the Employer to administer the operations, direct employees in such a way as to ensure maximum efficiency, change its methods or **system** of operation and distribute work.

10:02 - 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, earnings and deductions and any other pertinent information. An employee's regular pay period will cover all time worked from 8:00 a.m. one Sunday to 8:00 a.m. the next following Sunday. An employee's weekly pay cheque will consist of his earnings up to normal starting time Sunday morning of the previous week and will be

available at the end of an employee's regular shift on Friday.

10:03 - 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 authorised person. Employees taken from their job to fight forest fires will be paid their regular rates for such work, except for pieceworkers who will receive the regular labour rate. The Employer will make every effort to limit the daily working time on fire fighting to eight (8) hours.

10:04 - Employees losing personal belongings through fire while on the Employer's Pre-Commercial Thinning Operations will receive 100% of the cost of the **items lost, to a maximum** of 100% of the cost of one pair of mitts, one pair of socks, and one suit of rainwear or a jacket. Individuals who lose personal belongings through fires caused by their own negligence will not be compensated.

10:05 - 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. Extinguishers will be supplied by the Employer. The fire extinguisher shall be on loan to the Employee and he shall return it in good condition to the Employer when he returns the chain saw. If the fire extinguisher has been lost or damaged he shall compensate the Employer for the cost of **same**.

10:06 - Chain saws, gas and oil will be supplied by the Employer free of charge. If, in a spirit of co-operation, due to an emergency, an employee uses his own saw, he will be paid chain saw rental at the rate

of \$8:00 per day with gas and oil supplied free of charge by the Employer.

10:07 - The Company will sell brush saws and parts at the Company's invoice cost, to employees if so requested.

10:08 - Unless otherwise specified in this Agreement, all hand tools required on the job will be made available to employees 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 to the employee at full price if not returned. If returned in worn out or broken condition, they will be replaced by the Employer.

10:09 - There shall be no shacking or batching on the **Pre-Commercial** Thinning Operation of the Employer except by mutual agreement between the parties and under conditions mutually agreed to before any shacking or batching commences.

10:10 -

- (a) Where a mid-day meal is taken, a ten minute coffee break is allowed in the morning and in the afternoon.
- (b) Employees may decide themselves on a crew basis, to take their lunch at mid-day with ten minute coffee breaks in the morning and afternoon or they may have two regular lunch periods of forty (40) minutes each per day.
- (c) During work hours, coffee breaks shall be on the Employer's time.

10:11 - If it becomes necessary on any operation to house the employees in Company camps, the camp conditions as per woods agreement will apply.

10:12 - There shall be emergency First Aid Kits on all worksites and in all vehicles regularly used for the transportation of employees. All employees will be provided with a mini-safety kit.

10:13 - The following clothing allowance will apply -

All employees who have accumulated a minimum of thirty (30) days of seniority at the end of the previous computer payroll year shall receive on the first pay cheque after spring recall a \$30.00 annual clothing allowance. Effective January 1, 1991, this clothing allowance will be increased to fifty dollars (\$50.00). An employee, upon proof of purchase of safety footwear, shall receive a subsidy of 30% of the cost to a maximum of two (2) pairs per year.

10:14 - Lunch shelters will be provided and equipped with a table and benches.

10:15 - Spare saws will be provided on the basis of one (1) for every four (4) employees.

10:16 -

(a) The board rate will be frozen at \$2.13 per meal, \$6.39 per day, for the life of this Agreement.

(b) An employee who reports to the cook on or before 7:00 p.m. on Thursday that he will not be eating supper at the camp on Friday shall not be charged for the supper meal, nor shall he be charged for any meals while away from the camp on weekends. However,

if it becomes evident that this is being abused, the Company will revert to the practice of charging for the Friday evening meal.

10:17 - On all Pre-Commercial Thinning Operations under Schedule "D", those employees who choose the option of using their own brush saw, will receive an allowance of \$2.28 per hour worked (maximum \$18.20/day). This allowance includes cost for saw, parts, blades, plugs, fuels, lubricants, and maintenance.

10:18 - When a breakdown occurs, the Company may charge the employees who choose the option (Clause 10:17), \$9.50 per day (\$1.19/hour) hire for a spare saw. The period of hire shall not be longer than five (5) days.

10:19 - Van shall be sold to employees at employer's invoice cost.

ARTICLE 11 - Hours of Work

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

11:02 - 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 or Tuesday to Saturday, inclusive, unless otherwise specified in this Agreement.

Employees **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.

11:03 - All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for **at time** and one-half.

11:04 - When work has to be discontinued after commencing, an employee shall be paid one-half (1/2) day if he works less than four (4) hours and a full day if he works more than four (4) hours.

11:05 - An employee, who during his scheduled work week, reports for work at his scheduled starting time and is unable to commence work for reasons beyond his control, shall receive two hours pay at his regular rate and at the regular labour rate for pieceworkers, unless he was notified previously that work would not commence, and providing that when requested to do so by the Employer, the employee shall remain available for work for the two hours. An employee 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.

11:06 - An employee who, when recalled, reports for work as directed and no work is available, shall be paid as per 11:05 for all regular working hours spent waiting to go to work.

ARTICLE 12 - Seniority

12:01 - The Company **recognizes** the principle of seniority so that in promotions, demotions, hiring, lay-off and recall from lay-off, seniority shall govern subject to reasonable consideration of skill, efficiency and ability in the work required. **Pre-Commercial** Thinning seniority only shall apply where **Pre-Commercial** Thinning projects are involved, and such seniority accumulation will not be applied to other operations outside **Pre-Commercial** Thinning operations. Except in the case of a general shutdown, it shall be the responsibility of an employee to register with the Personnel Office in Corner Brook at the **time** of lay-off, indicating **availability** for recall.

12:02 -Seniority for the purpose of this Agreement shall mean all days worked plus working days lost as a result of 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.

12:03 - An employee shall be entered on the seniority list once he has completed his probationary period as per Article 3.06.

12.04 -

(a) Recall will be made to an employee's address or telephone number on record at the employment office. The employee is responsible for notification of any change in the records herein referred to. If an employee fails to report for work or does not acknowledge recall, in either case due to circumstances beyond his control, he shall lose the right to the job for which he was called and has no bumping rights but may exercise his seniority rights for the first job that becomes available. Before an employee will be considered for the first job that becomes available, he must register in writing with the Employment Office.

(b) In recall and lay-off, seniority accrued while working on **Pre-Commercial Thinning** is the seniority that will be used.

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 retain their seniority during the period of absence required to recover from such sickness or accident, it being understood, however, that a medical certificate of fitness shall be required for purposes of rehiring.

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. 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.

12:09 - 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.

12:10 - A list of names of the employees for whom Seniority is established as above shall be submitted to the Union Office by March 31st, showing accumulated Seniority as of December 31st of the previous year. In addition the list will show each employee's Social Insurance Number, occupation or occupations, date of birth and detailed address. Seniority lists will be confirmed as accurate if no protest is received within sixty (60) days from date of posting such lists in camps and/or buses on commuter operations, after the first commencement of Pre-Commercial Thinning operations following December 31st.

12:11 - In promotions, demotions, hiring, transfers, lay-offs, recalls from lay-offs, and subject to reasonable consideration of skill, efficiency and ability in the work required, union members who are qualified, and have applied in writing within the previous six months shall at all times receive preference over non-union applicants.

12:12 - In case of lay-off and hiring, the job steward will be given preference of employment over all other employees provided he is capable of performing the available work efficiently. This provision will only apply where a job steward is being laid-off or hired in a camp or operations where he was originally elected as steward. The above provisions will only apply if the job steward is an employee with thirty (30) days or more of seniority.

12:13 - For the purpose of this Article, the Pre-Commercial Thinning Program of the Company shall be divided as follows:

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

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

12:14 - Seniority accumulated while employed in the **Pre-Commercial** Thinning Operations shall not be portable to or acceptable in, the regular Woodlands Operations of the Company without prior consultation, application and approval.

If the Employer has reason to transfer an employee, or the employee is successful in his application for transfer, from **Pre-Commercial** Thinning work to regular operations, all accrued seniority then becomes transferable and applicable to the regular Woodlands Operations in the Division into which such transfer is **made**.

12:15 - Employees who are transferred from production work to a **Pre-Commercial** Thinning operation by Company initiation shall continue to accumulate seniority and shall be eligible for benefits as though working on regular production operations. In case of lay-off, any such transferred employees will be transferred back to regular production operations in accordance with the provisions of Clause 12:01 of this Article.

12:16 - 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.

Employees who have accumulated 90 days seniority are eligible for coverage under these plans.

In all cases, the provisions of the Group Insurance Plans are set out in the master policies. The interpretation, application and administration of the Group Insurance Plans shall be governed exclusively by the provisions of such master policies. Copies of Master Policies will be made available to the Union.

Corner Brook Pulp and Paper Limited (hereinafter called the "**Company**") agrees to amend the Pension Plan for **Unionized** Employees of Corner Brook Pulp and Paper Limited at its Woodlands Division (hereinafter called the "**Plan**"), to permit all employees of the **Pre-Commercial** Thinning to participate in the above-mentioned Pension Plan subject to the same rules and conditions of this Pension Plan and also subject to the approval of the Department of National Revenue and the Department of Finance of Newfoundland (Superintendent of Pensions).

ARTICLE 13 - Safety

13:01 - In order to promote safe conditions within the 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.

13:02 -

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

13:03 -

- (a) The Company and the Union fully understand that it is imperative to obtain and maintain a good accident experience on the Woods Operations. To this end the Company will continue with the introduction to the operations of such items of safety apparel as are common to the Industry.
- (b) The wearing of safety hat and safety footwear is a condition of employment. Safety hats and harness, eye protection (either shields or goggles) and hearing protection will be made available to employees on loan.
- (c) The wearing of safety knee patches by employees using power saws, axes and pulphooks is a condition of employment.

The Employer will supply one (1) pair of knee patches free of charge during the life of this Agreement and additional knee patches will be sold at cost to the employee.

13:04 -

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

13:05 - No employee will be required to work alone in an isolated location that is considered dangerous.

ARTICLE 14 - Discipline

14:01 - Disciplinary action by an Employer may be taken against an employee for just cause.

14:02 - Should an investigation of a case of minor absenteeism fail to disclose a justifiable reason, discipline will be administered to the employee as follows:

FIRST CASE: Instructions and written reprimand.

SECOND CASE Instruction and up to three day's suspension.

THIRD CASE Instruction and up to one week's suspension.

FOURTH CASE Termination (upon consultation with the Division Manager).

With respect to the above, if an employee has a clear record for twelve months between cases, his record shall be considered clear for the purpose of administering discipline, as it pertains to minor absenteeism.

14:03 - 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 15 - Transportation

15:01 - The Employer will provide free and acceptable transportation from the campsite to and from work.

15:02 - Employees who commute will be advised of the marshalling point for the purpose of commuting.

15:03 - If, for any reason, employees cannot be housed in camps, and arrangements are made to use their own vehicles, they shall be paid mileage for the vehicles.

ARTICLE 16 - Bereavement Leave

16:01 - 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 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.

16:02 - A claimant under the provisions of this Article must have a form, provided by the Employer, completed by a person in authority acceptable to the Employer. Such form must verify death, burial and relationship of the deceased to the employee, and also verify that the employee was present at the funeral.

16:03 - 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 parent, grandparent, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister.

ARTICLE 17 - Piecework and/or Incentive Bonus **System**

17:01 - The Employer reserves the right to introduce incentive bonus and/or piecework **system** however, over a pay period such incentive system will not pay less than the P.C.T. Labourer rate.

During the probationary period, as per Clause 3:06, the above rate will apply which is 70% of the established rate.

17:02 - Downtime shall be paid at the regular rate agreed to in this contract and will be paid for interruption to production because when upon completion of a strip, another has not been prepared.

NOTE: The attached Wage and Piecework Rates (pages 30-32) are part of Article 17 and form part of this Agreement.

ARTICLE 18 - Jury Duty

18:01 - 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 19 - Leave of Absence

19:01 - 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.

19:02 - 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.

19:03 - Female employees will be granted maternity leave up to a maximum of four (4) months without pay and without benefits.

19:04 - The Company **may** require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.

ARTICLE 20 - Semi-Incapacitated Employees

20:01 - 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 21 - Walking and/or Riding

21:01 - Employees will be paid for walking and/or riding **time to** and form work over one (1) hour each way on the basis of a flat rate of \$9.00 per hour.

X

IN WITNESS OF AND IN AGREEMENT WITH THE FOREGOING, the undersigned, being duly authorized to do so, have signed on this 25 day of 3044 1990 at Corner Brook in the province of Newfoundland.

FOR THE COMPANY

[Signature]
Supt.

[Signature]
M. J. Taylor

[Signature]
J. Sullivan

[Signature]
S. [unclear]

[Signature]
Consent

FOR THE UNION

[Signature]
R. [unclear]

[Signature]
Edward J. White

SCHEDULE "A"

HOURLY WAGE RATES

DECEMBER 31, 1988 TO DECEMBER 31, 1992

	Rate Effective 12/88	Rate Effective 01/01/89 to 12/31/89	Rate Effective 01/01/90 to 12/31/90	Rate Effective 01/01/91 to 12/31/91	Rate Effective 01/01/92 to 12/31/92
30 Regular Labour Rate	11.47	11.92	2 70	13.53	14.40

SCHEDULE "D"

PIECEWORK SYSTEM

Guaranteed Hourly Rates	Rate Effective 12/88	Rate Effective 01/01/89 to 12/31/89	Rate Effective 01/01/90 to 12/31/90	Rate Effective 01/01/91 to 12/31/91	Rate Effective 01/01/92 to 12/31/92
P.C.T. Labourer	9.20	9.65	10.43	13.04	13.91
Probationary Labour (70% of P.C.T. Labourer)	6.44	6.76	7.30	9.13	9.74

SCHEDULE "D"

PIECEWORK RATES PER HECTARE

Thinning Classifications	Rate	Rate	Rate	Rate	
	Effective 12/88	Effective 01/01/89 to 12/31/89	Effective 01/01/90 to 12/31/90	Effective 01/01/91 to 12/31/91	Effective 01/01/92 to 12/31/92
R1 86,000 + (Extreme Conditions)	\$624.00	\$640.00	\$667.00	\$695.00	\$724.00
R2 86,000 +	584.00	599.00	624.00	650.00	677.00
R3 62,001 - 86,000	508.00	521.00	543.00	566.00	590.00
R4 44,001 - 62,000	385.00	395.00	412.00	429.00	447.00
R5 25,001 - 44,000	276.00	283.00	295.00	307.00	320.00
R6 15,000 - 25,000	184.00	189.00	197.00	205.00	214.00
R7 <15,000	125.00	128.00	133.00	139.00	145.00

LETTER OF UNDERSTANDING

CORNER BROOK PULP AND PAPER LIMITED

To: **C.P.U.**, Local 60

During the life of the 1989 - 1992 **Pre-Commercial** Thinning Labour Agreement, the Company will build lunch shelters which will meet the standards of those as provided for in the Loggers' Labour Agreement.



S.R. Weldon
Woodlands Manager

July 24, 1990

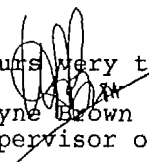
Mr. Wayne Budgell
Secretary-Treasurer
Canadian Paperworkers Union
Forestry Workers Local 60
P.O. Box 913
Grand Falls, Newfoundland
A2A 2P7

Dear Mr. Budgell,

Re: Maximum Strip Widths in P.C.T.

The field layout procedures for this Company's P.C.T. operations involves the use of both strips (i.e. parallel ribboned lines) and in the case of small isolated or irregular shaped blocks, the use of traverses. However, the use of strips is by far the dominant procedure used. While the bulk of **all** strips are currently established to a width of 60 metres, there are situations in lower densities where strips tend to be widened to 80 metres and **sometimes** 100 metres.

The Company agrees, in principle, that the **maximum** strip width will now be 60 metres. An exception to this would be a circumstance whereby a reasonable widening of the last strip on the edge of a given area would complete the treatment block. The Company also holds the position that the above changes will not affect any **layout that** is already in place that **may** possibly have some wider strips. All further layout activity will incorporate the above changes.


Yours very truly,

Wayne Brown
Supervisor of Silviculture

WB/mr

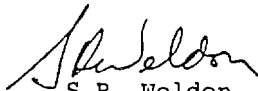
C.C. Messrs. S. Weldon, D. Kendrick, G. Vardy

LETTER OF UNDERSTANDING
CORNER BROOK PULP AND PAPER LIMITED

To: C.P.U., Local 60

*ANNUAL JOINT SAFETY MEETING

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



S.R. Weldon
Woodlands Manager

*This Safety Meeting will be held simultaneously with the Safety Meeting for Loggers under the Logging Agreement.

LETTER OF AGREEMENT

between

CORNER BROOK PULP AND PAPER LIMITED

and

CANADIAN PAPERWORKERS UNION
FORESTRY WORKERS LOCAL 60

Marshalling Points for P.C.T. Operations

<u>Operating Area</u>	<u>Marshalling Points</u>
Goose Arm Area	Intersection of Route 430 (Northern Peninsula Highway) and the intersection of the Nicholsville Road
Camps 184, 185 & 187	K-Mart Parking Lot in Corner Brook
Camp 180 and Pasture Road at Robinsons	1) Hoddinotts Golden Eagle Station, Flat Bay 2) Intersection of the T.C.H. and Camp 180 Road
Lynx Pond	Hampden
Skippens Ridge	1) Seal Cove 2) Middle Arm 3) Kings Point 4) Intersection of Kings Point Road and Springdale Road

Operating Area

Marshalling Points

Wild Cove Pond

Hampden

Sheffield Lake

Hampden

17 Mile Grade

Roberts Arm

Notes:

- 1) The designation of a Marshalling Point is dependent on at **least 10** employees using that Marshalling Point.
- 2) Marshalling Points may be established for less than **10** men where that point falls along the bus route.
- 3) should a change in operation occur or other circumstances warrant, the parties **will** amend the Marshalling Points to accommodate same.

FOR THE COMPANY

FOR THE UNION

[Handwritten signatures for the Company]

[Handwritten signatures for the Union]

July 25, 1990

Mr. Ron Smith
National Representative
Canadian Paperworkers Union
Forestry Workers Local 60
P.O. Box 913
Grand Falls, Newfoundland
A2A 2P7

Re: Amalgamation of Production and
Silviculture Agreement

Dear Mr. Smith:

The Company recommends that the question of
amalgamation of the Collective Agreements be
referred to the already established Seniority
Committee.

Yours very truly,



D.J. Kendrick,
Manager of Administration

DJK:mc

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