

TRADE UNION

AGREEMENT

between

**INTERLAKE ACQUISITION CORPORATION LIMITED
DBA DUNN PAPER COMPANY—ST. CATHARINES**

and

INDEPENDENT PAPERWORKERS OF CANADA - LOCAL 124

2021—2029

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1. PURPOSE OF AGREEMENT

The mutual interest of employer and employees is recognized by this Agreement for the operation of the entire plant under methods that will promote to the fullest extent: safety to the employee, economy of operations, quality and quantity of output, cleanliness of plant and protection of property, and it is recognized by this agreement to be the duty of the Company and the employees to co-operate fully, individually, and collectively, for the advancement of this condition.

2. RECOGNITION

2.01

The Company agrees to recognize Local 124 of the Independent Paperworkers of Canada as the sole collective bargaining agent for all hourly-rated employees of the Company on all matters pertaining to rates of pay, hours of work, or other working conditions, provided that all employees while within the following classifications shall not be subject to the provisions of the Agreement: Team Leaders, Supervisors, Office Staff, Engineers, Stores Department, and Watchmen. These employees are considered as part of the management of the Company under this Agreement.

2.02 Wherever "he" or "she" is used in this contract, it shall apply to either sex.

3. MANAGEMENT RIGHTS

Subject only to the express provision of this Agreement, the Union agrees that direction and ultimate control of the Company's business, plans, and operations are exclusively the function of the Management.

4. UNION MEMBERSHIP

As a condition of continued employment with the Company, every employee who has been on the Company's rolls thirty (30) days must become a member of the Union and maintain paid up membership. Failure to do so will result in termination.

5. UNION DUES CHECK OFF

5.01

The Company will deduct from the employee's pay when authorized by the employee and as instructed by the Union the following:

- 1) The employee's Union initiation fee, and
- 2) Regular monthly union dues.

5.02

The Company will remit all monies owing to the Financial Treasurer by the second Thursday of the month following the month in which the dues and initiation fees were deducted. No monthly dues will be deducted if the employee has been paid less than forty (40) hours pay in the month.

5.03

Wages of Local Union members absent due to Union business will be paid as if they were at work, and such monies will be deducted from the monthly Union dues remittance. Any premium costs necessary to provide coverage will be billed to the Local Union.

6. STRIKES AND LOCK OUTS

The Company and Union agree that there shall be no lock-out, strike, or interference with work or the operations of the Company during the term of this Agreement.

7. GRIEVANCE AND ARBITRATION

7.01

For the purpose of this Collective Agreement, the definition of a grievance shall be any complaint or claim concerning alleged violation, interpretation, application, and administration of this agreement.

7.02

If an employee has any complaint or question which he wishes to discuss with the Company, he shall take the matter up with his immediate supervisor, and the employee, at his discretion, may be

accompanied by a Union representative.

7.03

If the complaint is not resolved to the satisfaction of the employee, a written grievance may be submitted to the Supervisor and/or Team Leader not later than five (5) of his working days after the date of the incident. The Supervisor and/or Team Leader will organize a meeting within five (5) days after receiving the grievance and will respond within two (2) days after the meeting has been held. If no agreement is reached, then:

7.04

The Union may at its discretion file the grievance with the Mill Manager within five (5) days after receiving the decision in 7.03.

The Mill Manager shall, within five (5) days of receipt of the written grievance, schedule a meeting (maximum 15 days). A decision in writing will be given to the Union Committee within five (5) days of the meeting.

7.05

Within five (5) days after receiving the decision from 7.04, the Union Committee may request a meeting with the Mill Manager and outside representatives designated to represent the Local Union and the Company. A decision in writing will be given to the Union Committee within five (5) days of the meeting.

7.06

It is understood that a grievance filed by the Union shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal grievance shall not be thereby by-passed.

A union grievance may be submitted to the Company in writing, within twenty (20) days from the time the circumstances upon which the grievance is based were known to the Union. A meeting between the Company and the Union shall be held within ten (10) days of the written grievance and shall take place within the framework of Step 3 of this Article. The Company shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the Union,

the grievance may be submitted to arbitration within thirty (30) days of receipt of the written answer and the arbitration sections of this Agreement shall be followed.

7.07

A group grievance (defined as a grievance submitted by two or more employees dealing with the exact same issues and circumstances) will be filed at Step 1 of the grievance procedure, and the time limits in the grievance procedure will apply.

7.08

Time Limits:

Time limits may be changed by mutual agreement of the parties.

7.09

When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party of this agreement, and at the same time, name their nominee to the Board. Within ten (10) days after the date of delivery of the foregoing notice, the other party shall appoint its nominee to the arbitration board. In the event that either party shall fail to appoint a nominee to the Arbitration Board within the time limits provided, the other party may request the Minister of Labour of the Province of Ontario to appoint a nominee on behalf of the defaulting party.

When a representative for both parties has been appointed, they shall communicate forthwith for the purpose of selecting an Arbitrator to act as Chairman.

After the Arbitration Board has been formed it shall meet with all members present and hear the evidence of both parties and render a decision as soon as possible after the completion of taking evidence.

The Arbitration Board is to be governed by the following provision:

- A) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Company affected by it;

- B) The decision of the majority is the decision of an Arbitration Board and if there is no majority, the decision of the Chairman governs;
- C) The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations;
- D) The Board shall not have the power to alter or amend any of the provisions of this Agreement;
- E) The Board shall have the power to modify penalties;
- F) The Board shall have jurisdiction to determine whether a grievance is arbitrable.

Each party shall pay its own costs and the fees and expenses of its nominees. The fees and expenses of the Chairperson shall be shared equally between the parties.

7.10

Discharge Procedure

A claim by an employee that he has been discharged without just cause shall be treated as a grievance and shall be submitted in writing to the Mill Manager within five (5) days after the employee ceases to work for the Company.

8. UNION ACTIVITIES ON COMPANY PREMISES

Union officials shall not neglect their duties to conduct union business and shall have reasonable time off to do so.

9. WORK BY EXCLUDED PERSONS

Management will only work on jobs which are normally performed by members of the bargaining unit for demonstration purposes, emergencies or as a last resort.

10. SENIORITY

10.01

Definition of Seniority

- a) Mill Seniority - is a ranking of the employees in terms of other employees in the bargaining unit. It is the length of time the employee has since his last hire date.
- b) Department Seniority - identifies the length of time an employee has within his posted department since his most recent job posting or permanent transfer.
- c) Job Seniority - identifies the length of time an employee has in a particular job on a paper machine, a department, or a particular classification within a trade. Only after entering a department via the permanent job posting, permanent transfer procedure, permanent promotion, or hire can an employee accumulate job seniority.
- d) Service - identifies the length of time an employee has been in the employ of the Company less time deducted according to the Collective Agreement. It is understood that service and mill seniority are not necessarily the same.

10.02

A new employee shall be considered on probation for a period of ninety (90) worked days after employment. Employees are eligible for benefits after their probationary period is completed.

During this time, they may be discharged at the sole discretion of the Company and such release is not subject to the grievance procedure. Once he has completed his probationary period, his seniority date shall be back dated to his original date of hire.

10.03

Students:

Students shall be covered by the terms of the Collective Agreement except for the following:

1. Students shall not accumulate seniority.
2. Students shall not be entitled to benefit plans.

10.04

Employees may voluntarily accept temporary assignments outside of their regular job classification, without loss of seniority or any other terms of the agreement subject to the next paragraph.

The terms and conditions of these assignments will be agreed upon between the Company and the Union.

For relief supervision, one member of the bargaining unit may be used in the event of an extended absence due to illness.

The Union agrees to take any Company request for additional coverage to the membership. Employees accepting relief supervisory positions in accordance with this Article will report to Management any infractions of safety rules, mill rules and/or standard operating practices.

Employees who accept a temporary position shall continue to accumulate seniority until they accept a permanent position outside the bargaining unit. At such time he shall forfeit all of his seniority in the bargaining unit.

11. JOB POSTING

11.01

Permanent Vacancy

1. When a permanent vacancy (no recognized incumbent) occurs in a line of progression, the vacancy will be filled by job seniority in that line of progression.
2. An employee in a line of progression, as it pertains to No. 2 Machine, or an employee in the line of progression as it pertains to No. 3

Machine, will be on a trial period of up to thirty (30) worked days for the 4th hand position and up to thirty (30) worked days for the 3rd Hand position, up to sixty (60) worked days for the Back Tender position, and up to ninety (90) worked days for Machine Tender position.

If in the future, employee should fail to maintain the two positions in the line of progression on No. 2 Machine and No. 3 Machine, employee will be moved back one position. In these cases, the employee will be considered junior to all employees who bypass him for promotional purposes. In the case of a reduction of the work force, employees will be demoted step-by-step down the line of progression in the reverse order of the steps followed in their promotion

Exception: Where it speaks to a trial period of thirty (30) worked days, it shall be deemed to mean up to twelve (12) months in the Steam Plant..

3. When a permanent vacancy (no recognized incumbent)3. occurs in the bottom job in any line of progression, or a job that is not a line of progression, such job shall be posted on the notice board for a period of ten (10) calendar days after which a selection shall be made from the applications submitted for such postings.
4. An employee who receives a permanent job position in a job that is not in a line of progression will have a trial period of up to thirty* (30) worked days. If successful, he will be confirmed in his new position and if unsuccessful, he will be returned to his former classification with no loss of seniority as will others who were affected by his original successful application.
5. The senior employee will be given a trial period provided that where a qualification is required, it must be satisfied in order for the employee to take the trial.
6. All Steam Plant employees must obtain their fourth class Stationary Engineer's credits within twelve (12) months from the date of entry into the Steam Plant.

7. All Steam Plant employees must obtain their third class Stationary Engineer's credits within thirty-six (36) months from the date of entry into the Steam Plant. If unable to obtain his third class credits in the specified time period, the employee will be returned as a spare in the mill.
8. The Company reserves the right to hire 2nd or 3rd class Stationary Engineers whenever vacancies occur in permanent positions that cannot be filled by a qualified Steam Plant person unless such person may become qualified within 3 months of such permanent posting becoming available.
9. If it is necessary to fill a permanent posting, after all employees have had an opportunity to apply for the position or have had a fair trial period, the most junior mill spare, subject to the qualifications section of this Agreement shall be transferred to such position and their seniority rights, department and job will start at that time.

**EXCEPTION: Where it speaks to a trial period of thirty (30) worked days, it shall be deemed to mean up to twelve (12) months for the Steam Plant and up to 120 worked days for Maintenance department.*

11.02

In emergency situations only, the Company may fill the position temporarily providing the vacant position is posted within three (3) working days but in no case shall the entire procedure take over thirty-one (31) days to complete.

11.03

An employee absent for more than ten (10) days for any reason may file a bid in advance with the Human Resource Department for specific postings and this will confirm his intentions to accept such a posting if it comes up while the employee absent.

11.04

When a temporary replacement is required for forty-five (45) days or less, and there is a line of progression, promotion will be on a shift basis, and the bottom job will be filled by a qualified mill spare.

In emergency situations when there are not enough qualified people to move up on shift to fill the position, schedules will be re-arranged with the least amount of moves, and in all cases the most junior qualified employee(s) shall be moved to accommodate the emergency situation.

When a temporary replacement is required for forty-five (45) days or more, and there is a line of progression, promotion will be by departmental seniority regardless of shift. Each position within the line of progression will be filled in the same manner. The bottom job will be filled on a voluntary basis by a qualified mill spare by mill seniority. If no one volunteers, then the most junior qualified mill spare must fill the position in question for up to two years. Thereafter the job position will be filled by the "Permanent Posting" clause. The posting procedure will be applied sooner once it is known that the vacancy will last beyond the two years.

When a temporary replacement is required for forty-five (45) days or more, on jobs that are not in a line of progression, or a day position, the vacancy will be filled by a qualified mill spare by mill seniority. If no one volunteers, then the most junior qualified mill spare must fill the position in question for up to two years. Thereafter the job position will be filled by the "Permanent Posting" clause. The posting procedure will be applied sooner once it is known that the vacancy will last beyond the two years.

For a tour worker whose line of progression ends in a day position vacancy of 45 days or more will be filled voluntarily by department seniority.

11.05

If an employee is off work due to a medical disability, the following shall apply:

The employee returning to work shall return to the job posting position or the position in a line of progression he would have held

had he not become absent through disability in the first place provided he is qualified to do the job in question. If the returning employee cannot do this job, he shall return to the job position he held at the time he became disabled, and the Company will commence a training program so that the employee will have an opportunity to reach the job position where he would have been had he not become disabled in the first place.

An employee, who is off due to a medical disability, and is able to return to work and the job position and/or line of progression no longer exist, will re-enter the work force in the following manner. The most junior employee (mill seniority) will be displaced to create an opening, and the returning employee will be placed into this position provided he/she has the qualifications to do the job in question. If unable to fill this position, the returning employee will continue up the mill seniority list until he/she finds a position that they have the qualification to do or their own mill seniority date at which time they will become a mill spare. Employees who are affected by this procedure will be placed into the work force in accordance with the terms of the collective agreement.

11.06

If an employee is off work due to a medical disability or has a medical disability and a permanent vacancy becomes available, the Union or the Company shall request a meeting, and if it is determined that one of the disabled employees can do the job in question, (if more than one, then by mill seniority) then the job posting procedure shall be waived. Such person shall be placed on such job without having to go through the job posting procedure. Any arrangements as to the status and movement of such employee shall be discussed and established in a Letter of Intent between the Company and the Union at the time the posting is awarded.

The employee will be given up to a thirty (30) day trial period.

11.07

Qualifications for the purpose of this Article shall be deemed to mean lab test, mechanical test, or educational requirements, etc.

12. LAYOFF

12.01

When a layoff occurs, it will be applied in the following manner:

(a) Temporary:

Temporary lay-off is planned downtime of less than sixty (60) days cumulative in a calendar year. Junior employees by mill seniority will be laid off first. Displaced employees will be placed on the vacant jobs by the highest rated pay including spare positions.

(b) Permanent:

Permanent lay-off is downtime of more than sixty (60) days cumulative in a calendar year. Junior employees by mill seniority will be laid off first. Displaced employees will be placed on the vacant permanent posted jobs created by the lay-off by choice by mill seniority.

(c) Exception:

When lay-off is other than planned downtime, the first three (3) days of the lay-off will be by department seniority.

Where a qualification is required, as defined in 12.02 it must be satisfied in order to fill the vacant position. In applying the above procedures, if the employee fails to cover the responsibilities of his new job, the Company and Union will meet to discuss alternatives.

12.02

Qualifications for the purpose of this Article shall be deemed to mean lab test, mechanical test, stationary engineer certificate for those permanently assigned to the Steam Plant (including the Steam Department spare), or educational requirements, etc.

12.03

When, as a result of a lay-off or cut-back, Machine Tenders and Back Tenders positions become open, employees who are retained as a result of their mill seniority can only be placed in these open positions if they are qualified or have accepted training in such positions and maintained their refreshing period during the six (6) months prior to the lay-off or cut-back.

13. RECALL RIGHTS

13.01

Employees laid off shall be recalled by mill seniority, subject to the following:

1. When recalled, laid off persons will first fill the vacancy according to their departmental seniority, provided they do have departmental seniority.
2. Laid off persons must fill vacancies according to where they are trained and not necessarily in their department.
3. If the senior laid off person does not have the necessary training, the most junior spare in the mill who can do the work in question will be moved to the vacancy providing this creates a vacancy for the senior laid off persons.
4. When applying this procedure, it will be carried out with a maximum of two (2) moves; i.e., we will look at vacancy and if it cannot be filled by a senior laid off person then we will move one (1) person from one job in order to allow the senior laid off employee to be recalled. If this is not possible, then the paragraph immediately above will apply.
5. If no spare in the mill is trained for the vacancy, the senior laid off person will be bypassed and the most senior laid off person who is trained will be recalled.
6. Spares moved out of their department as a result of this clause will be returned to their department as soon as possible without causing a layoff out of seniority.

7. When it is known that the vacancy is going to exceed the training period required for the vacant job, the senior laid off person will be recalled and trained for the vacancy. In this case the trainee would remain on the job he is training for even though a vacancy may occur in his former department.

13.02

Employees who have completed their probationary period shall be entitled to recall rights equal to their seniority up to a maximum of two (2) years, whichever is less.

Employees who have completed their probationary period and are laid off will retain their welfare plan coverage with exceptions of weekly indemnity and long term disability to the end of the month in which they have been laid off.

13.03

During the recall time there will be no break in seniority. Time spent in lay-off will not be counted as service.

13.04

A break in service will occur and recall rights terminated when an employee is recalled and does not report to work within five (5) days of being notified by registered letter or refuses a job vacancy, provided the vacancy is for longer than two (2) weeks. Saturdays, Sundays, and statutory holidays will be excluded from the five (5) day reporting time.

14. TEMPORARY TRANSFERS

14.01

When transferring employees temporarily to a higher paid job, employees shall be paid the rate of the job when they fully assume duties and responsibilities in excess of one (1) hour.

14.02

When being trained on a new job, an employee will retain the rate of his model payroll job until he assumes full responsibility for the new job.

14.03

No classification or individual has exclusive jurisdiction of any task, job, use of tools, equipment, or vehicle. Further, no employee is restricted from performing any task in the mill that can be safely performed. An employee's basic work assignment will be duties normally associated with his/her classification and department. However, the Company may assign employees to perform work outside his normal job duties.

It is understood that this concept is not to make maintenance craftsmen out of operating personnel nor operating personnel out of maintenance craftsmen. However, they are free to exercise their skills with no jurisdictional boundaries to promote operational efficiency

15. HOURS OF WORK – GENERAL

15.01

Normal operations of the Mill shall be continuous for seven days per week except for holidays as designated and such other shutdowns as may be necessary.

15.02

Overtime pay shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

15.03

Hours of work for eight (8) hour day shift will be forty (40) hours per week and twelve (12) hour tour shifts will average forty-two (42) hours work per week averaged over a two week period.

The work week and workday referred to herein shall not be construed to guarantee any specific number of hours of work per day or per week.

15.04

When overtime is necessary, the Company will expect from the individual employee, a reasonable excuse for inability to work overtime.

15.05

The Company agrees to post schedules by 3:00 p.m. Thursday, but the schedule is subject to change until 3:00 p.m. Friday. This does not apply to Maintenance nor to the scheduling of spares or return of employees from absenteeism under Article 21. The Company will notify the person concerned if there is a change in his schedule after the schedule is posted on Thursday.

Maintenance schedules shall be posted by Wednesday at 3:00 p.m. and finalized by Thursday, 3:00 p.m.

16. HOURS OF WORK - DAY WORKERS

16.01

The regular hours for day workers shall be 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid lunch period to take place between 11:30 a.m. and 1:00 p.m.

16.02

The regular work week will be from 7:00 a.m. Sunday to 7:00 a.m. the following Sunday.

16.03

Time and one-half will be paid for all hours worked on Sunday up to eight (8) hours and double time will be paid for all hours worked in excess of eight (8) between 7:00 a.m. Sunday to 7:00 a.m. Monday. Time and one-half will be paid for all hours worked outside their scheduled shift.

16.04 Sunday Maintenance

A holiday occurring during the week will not constitute a day off for having worked the previous Sunday. Management will endeavor to minimize maintenance work on Sunday and further agrees that when practical, each Maintenance employee shall have one Sunday off in four or a minimum of thirteen (13) Sundays in a year. Sundays falling immediately before a Monday holiday to be counted as Sunday off.

16.05

The Company may develop working schedules other than those provided in this Agreement by mutual agreement in consultation with the Union.

17. HOURS OF WORK - TOUR WORKERS

17.01

The twelve (12) hour shift schedule will be the 3-2-2 shift schedule attached Appendix A.

The official hours for tour workers shall be 6:30 a.m. to 6:30 p.m., and 6:30 p.m. to 6:30 **a.m.**

The regular work week on a 7-day operation will be from 6:30 a.m. Sunday to 6:30 a.m. the following Sunday.

Shift changes will be allowed up to a maximum of fifteen minutes before these official times. Any changes in the above schedule will be mutually established.

When a tour begins, each tour worker is required to be in his place, and at the end of the tour no worker shall leave his place to wash up and dress until his mate has reported to take on the responsibility of the position.

17.02

Overtime Provisions

- a) Time and one-half shall be paid for all scheduled work performed between the hours of 6:30 a.m. Sunday and 6:30 a.m. Monday.
- b) Double time shall be paid for all hours worked after twelve hours on a Sunday.
- c) Employees shall be paid time and one-half for all hours worked outside his/her regular scheduled shift, with the following exceptions:

1. When such work is caused by change of shifts at the employee's request.
 2. Overtime by special arrangement between a shift worker and his/her mate to exchange shifts or work any part of a shift for one another with the approval of his/her supervisor and when this can be accomplished without additional cost or penalty to the Company.
- d) When an employee works beyond his regular shift, arrangements shall be made to allow him to get his meals if he so requests.
- e) Monthly crew meeting will be held to communicate safety, quality and business issues to the mill employees.

18. STARTING AND STOPPING WORK

18.01

Day workers shall be at their respective posts ready to begin work at the specified starting time and ten (10) minutes will be allowed for the placing away of materials and tools and wash-up at the end of the day.

Under no circumstances can day workers leave the mill before proper quitting time as specified in Article 16.

18.02

A day worker working in excess of sixteen (16) continuous hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

18.03

Any day worker, called in between 11:00 p.m. and 7:00 a.m. shall receive a minimum two (2) hours pay at straight time to the extent of hour for hour of all time worked between 11:00 p.m. and 7:00 a.m.

providing he is scheduled to work at 7:00 a.m. the following day, and reports at the deferred starting time. The time can be delayed until the end of the employee's regular scheduled shift in cases where the employee called in continues to work into the beginning of his regular scheduled shift.

18.04

On Sunday such "Rest Pay" shall be paid at one and one-half times an employee's regular rate provided the employee is scheduled to work that day.

19. OVERTIME

19.01

Day Workers (other than Maintenance)

All employees are required to make themselves available for a reasonable share of the overtime and a reasonable share of the call-ins.

For call-ins, overtime and overtime at the end of the day, day workers will be assigned by departmental seniority until the job is filled.

19.02

Maintenance Department

All employees are required to make themselves available for a reasonable share of the overtime and a reasonable share of the call-ins. Maintenance employees who habitually do not respond will be subject to progressive discipline.

There shall be two (2) lists posted for employees wishing to work overtime. These lists will be available in the Maintenance Department no later than 3:00 p.m. Thursday of each week, until noon on Friday, and will cover the period starting the following Sunday to Sunday.

An employee may sign for the whole week or any part thereof. However, once the posting has been taken down, revisions to the weekly schedule can be made by the employee through the Steam Plant.

Employees, by trades, will be rotated on the overtime posting list each day after they have worked overtime. Once a week the employee on the top of the trades list will be moved to the bottom of the list.

General Maintenance: A posting which lists all Maintenance employees by seniority will be made available to employees wishing to work overtime. Employees will be rotated on the overtime posting list daily, after they have worked overtime, and once a week the employee on the top of the list will be moved to the bottom of the list.

When overtime is required at the end of the day, the employee(s) on the job will stay over to complete the task.

For call-ins and overtime at the end of the day when no one is on the task, the employee(s) on the top of the overtime posting will be asked to work.

Employees who habitually do not respond to call-ins when they have signed their name to the posting will not be eligible for the overtime call-in list. This initial penalty will be that he will be removed from the list for one (1) month.

In cases, where there is no one on the list or available, the junior qualified employee(s) in the department will be required to work.

The Company shall consider personal reasons for an employee declining to work overtime in accordance with the overtime provisions.

Upon completion of the unscheduled work that necessitated the call-in, any subsequent unrelated work performed shall be treated as an added call-in.

19.03

Anyone reporting for unscheduled work outside his regular hours of work shall be paid time and one-half with a minimum of four (4) hours pay except on Sunday and statutory holidays when the minimum will be six (6) hours. Scheduled overtime will be assigned on a seniority basis.

19.04

Tour Workers: When an opening occurs during a work week, the Company shall move up on shift and fill in the bottom job at straight time rates. Failure to fill in at straight time rates shall cause the overtime to revert to the original vacancy. The vacancy will be filled by using the following procedures:

1. Mate by job seniority from the two employees on their scheduled day(s) off who were scheduled to occupy the vacant position on the last day of the prior block as per the Friday schedule.
2. Volunteer lists will be available for the current week and the week following to give employees an opportunity to advise of their availability for emergency work. Employee should initial only in dates available.
 - (a) Any qualified employee from the voluntary list by department seniority; if not filled.
 - (b) Move the person in the position in the line of progression up to fill the vacancy at straight time, and fill that person's position with any qualified employee from the voluntary list by department seniority; if not filled

Continue moving next person up to fill the vacant position at straight time, and fill that opening in the same manner from the voluntary list; if still not filled, and all positions have been filled by moving up the line of progression at straight time, then

- (c) Any qualified person in the bargaining unit.
3. Any employee called back outside his regular hours of work on other than his normal occupation shall receive time and one-half with a minimum of four (4) hours pay except on Sundays or statutory holidays when the minimum will be six (6) hours pay. Upon completion of the unscheduled work that necessitated the call-in, any subsequent unrelated work performed shall be treated as another call-in.

20. WORK ON DAY OFF

20.01

When an employee is required to work on his scheduled or designated day off, he shall be paid for all hours worked on such day at overtime rates equal to one and one-half times the rate of pay applicable to the work performed on such day, with a minimum of four (4) hours pay.

The following exceptions apply to the above:

- (a) When an employee wishes to change his scheduled or designated day off, he will notify his supervisor at least twenty-four (24) hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day originally scheduled as his scheduled or recognized day off. On the other hand, if he is required to work on the alternate day mutually agreed upon as his day off, he shall be paid at the overtime rate.
- (b) In the event of an employee being required to work on his scheduled or designated day off, he will be paid at straight time rates provided he has been given at least twenty-four (24) hours advance notice and assigned another day off as mutually agreed upon for which he will be paid at the overtime rate
If required to work on such day.

This clause shall not be interpreted to interfere with any existing clause dealing with overtime for tour workers.

- (c) An employee on vacation or floater may be requested to come in once the Company has completed all the rules for filling a vacancy. If he/she agrees and comes in, he/she will be paid at double time the rate of the job he/she is performing as well as any money they would have received for the vacation or floater.

20.02

Cancellation of Overtime

Should the Company cancel an overtime assignment, at least two (2)

hours' notice of cancellation prior to the start of overtime will be given.

If less than two (2) hours' notice is given, the employee(s) committed to the overtime assignment will be offered other available work equal to the amount of time and rate of pay that he had previously been requested to work, or the employee may withdraw from the overtime commitment at that time. However, if work is not available, he shall be paid four (4) hours at his scheduled straight time rate.

An employee who has previously committed himself to work an overtime assignment may be subject to discipline should he fail to complete the agreed to assignment, unless reasonable cause exists for the employee not completing an assignment.

21. ABSENTEEISM

21.01

It is agreed that the Union will co-operate actively in every possible manner to eliminate absenteeism.

Absence Without Permission

It shall be the responsibility of each employee to report for duty as scheduled. An employee who is unable to report for work on his regular scheduled shift shall notify the Company at least four (4) hours in advance of his reporting time, (day shift and day workers four (4) hours if possible), to allow time to arrange for a replacement. An employee reporting late may be sent home if a replacement has been called in and no other work is available for him. If no replacement has been called in and it is less than two (2) hours, the employee who is late will be offered work. An employee who is absent without permission or fails to report without reasonable cause will be subject to discipline.

Should the absence of an employee without notice or without bona fide reasons and is not covered by applicable law extend to two (2) consecutive working days, the employee will be terminated from employment.

21.02

It is understood that arrangements will be worked out locally to determine a satisfactory method of notification to Management when shift workers are unable to report for work.

If an employee is absent for part of a day or shift (or longer), he shall give notice of his intention to return to work according to the times listed below so that his supervisor may make the necessary crew adjustments.

Otherwise, the employee may be required to lose a day or shift from work until the adjustments are accomplished. The last sentence of the above paragraph does not apply unless a replacement has been called in.

Tour Workers

6:30 a.m. to 6:30 p.m. - by 8:00 p.m. the preceding day.

6:30 p.m. to 6:30 a.m. - by 10:00 a.m. the same day.

Day Workers

7:00 a.m. to 3:30 p.m. - by 7:30 p.m. the preceding day.

22. SHIFT DIFFERENTIAL

Twelve Hour Shifts

Ninety (90) cents on the (C) shift will be paid to employees for all hours worked from 6:30 p.m. to 6:30 a.m.

23. HOLIDAYS - FLOATING AND STATUTORY

23.01

January 1st of each year, each employee will be credited with 104 hours of pay to be applied to floating and statutory holidays. No additional hours can be accumulated during any one year.

The above paragraph is subject to the following:

- (a) A newly hired employee must have been an employee of the Company for thirty (30) days and actually worked a minimum of twelve (12) days.
- (b) An employee who is on lay-off or absent due to illness or accident (on duty or off duty) must have been at work sometime within the ninety (90) days previous to the holiday.
- (c) An employee will be eligible for a statutory holiday with pay only if they have worked their last scheduled shift prior to the holiday and their first scheduled shift after the holiday.
- (d) Newly hired employees will be entitled to the following floating holiday in the year they are hired:

One after 30 days
Two after 60 days
Three after 90 days
Four after 120 days
Five after 150 days

- (e) Floating holidays may be taken separately or in conjunction with statutory holidays or annual paid vacation subject to approval of the supervisor and such approval shall not be unreasonably denied.
- (f) Should a request for a specific day interfere with the efficiency of operations, an alternate day will be mutually agreed upon between the employee and his supervisor.
- (g) Employees eligible for floating holidays shall forfeit such remaining floaters at the time of their termination subject to the following:
 - (1) Resignation, excluding employees 55 years of age and older who retire, prior to working thirty (30) consecutive scheduled days in a calendar year.

(2) Are dismissed for just cause and not reinstated pursuant to the grievance and arbitration sections of this contract.

(3) Resignation without giving two (2) weeks notice to the Company.

(h) An employee off work at the end of a calendar year due to lay-off, accident (including compensable) or sickness, will be paid for unused floating holidays.

(i) 16 hours of the 104 hours will be held back to ensure employees have sufficient hours in the floater/statutory holiday bank for statutory holidays. The 16 hours is for Christmas Eve and Christmas Day mill shut down. Employees who are not regularly scheduled to work those days are entitled to use the 16 hours after October 15. Employees who are regularly scheduled to work those days will be paid the 16 hours at that time.

23.02

An employee will be entitled to holiday pay at his regular straight time rate.

Regular straight time rate means the straight time rate of the job at which the employee would have worked had he been at work.

Spares - Department and Mill - will be paid the straight time hourly rate they would have received had they worked if they were scheduled on a specific job position for the one week work period or the straight time hourly rate of the job position they worked on the last day before the statutory holiday.

23.03

Day workers will be paid 8 hours pay for their floating or statutory holidays.

Tour workers who would have been scheduled to work on a statutory holiday may elect to be paid either eight (8) or twelve (12) hours pay for the holiday providing he has sufficient hours in his floating/statutory holiday bank.

Tour workers taking a floating holiday (or a day in lieu of a statutory holiday) may elect to be paid either eight(8) or twelve (12) hours pay for the floating holiday, providing the employee has sufficient hours in his floating/statutory holiday bank.

23.04

The following statutory holidays are recognized:

New Year's Day	- 24 hours
Easter Sunday	- 24 hours
Easter Monday	- 24 hours
Canada Day	- 24 hours
Labour Day	- 24 hours
December 24	- 24 hours
Christmas Day	- 24 hours
December 31	- 24 hours

The Company will have the right to schedule a regular work day on any six (6) statutory holidays from the list of recognized holidays except for December 24th and December 25th. The Company will notify the Union and the employees at least 30 days prior to the statutory holiday of its intention of working such statutory holiday as a regular scheduled work day.

An employee who is required to work on a statutory holiday shall be paid at a rate of double time and be permitted to take a day off at a later time that is mutually agreed to between the employee and human resources during the calendar year, providing he/she has sufficient time in his floater/statutory holiday bank.

The employee may choose to be paid for the holiday at the time the holiday occurs provided he/she has sufficient time left in his floater/statutory holiday bank.

An employee called in to work on a statutory holiday must work a minimum of four (4) hours to qualify for a day off at a later date that is mutually agreed to between the employee and his supervisor during the calendar year providing the employee has sufficient time in his floater/statutory holiday bank.

23.05

Any statutory or floating holiday entitlement not taken by December 31 of any year will not be carried over and will be paid to the employee the second pay period in January.

23.06

Steam Plant:

When required to cover for a steam plant employee for Christmas Eve day or Christmas, mill spares that are qualified will be required to work such on a voluntary basis. If no qualified spare volunteers for the work, then the most junior qualified spare will have to work with the understanding that no one will have to work two years in a row.

24. VACATIONS

24.01

Employees governed by the terms of this agreement are entitled to vacation with pay as follows:

Each employee who has completed:

One (1) continuous year of service but less than four (4) shall receive two (2) weeks vacation with pay.

Four (4) years of continuous service but less than nine (9) shall receive three (3) weeks vacation with pay.

Nine (9) years of continuous service but less than eighteen (18) shall receive four (4) weeks vacation with pay.

Eighteen (18) years of continuous service but less than twenty-five (25) shall receive five (5) weeks vacation with pay.

Twenty-five (25) years of continuous service or more shall receive six (6) weeks vacation with pay.

24.02

Vacation pay will be based on 2% of the previous year's earnings or forty (40) hours (forty-two (42) hours - 7 day operation) pay at current model payroll rate, whichever is the greater, for each week of vacation entitlement.

Regular payroll deductions will be taken from vacation pay.

Continuous service shall be broken by discharge or voluntary resignations.

24.03

Employees with less than one year's service, who do not qualify under the vacation clauses shall receive vacation pay in accordance with the Employment Standards Act of Ontario.

Employees who have not taken their vacation and who terminate their employment shall be paid full vacation pay on the basis of service eligibility at date of termination if applicable. All other employees who quit without giving the two (2) weeks notice or are discharged, shall be paid full vacation pay on the basis of the Employment Standards Act of Ontario.

Retiree Vacation: Employees who retire at age 60 or older shall receive all outstanding vacation pay owed from the previous year plus the appropriate percentage from January 1 in the year they retire up to the date of retirement.

24.04

The Company shall have the final determination as to when employees shall take vacation, but will co-operate on a seniority basis in an endeavour to arrange a mutually satisfactory time subject to the following:

1. For the period of January 1st to May 31st, vacation requests will be submitted by November 1st of the preceding year and confirmed by November 15th. Vacation requests will be granted before floaters.
2. The Company shall notify the Union by March 1st of each year

of any scheduled vacation shutdown period(s) (up to two (2) weeks) during the months of June, July, August and September. All employees, except those required to work, shall take their vacation during this time period.

3. For the period of June 1st to December 15th, only vacation requests for two (2) weeks of vacation entitlement will be submitted by January 15th and confirmed by February 15th of each year.
 - a) Once the vacation schedule has been authorized, all requests for remaining weeks of vacations and floaters including December 15th to December 31st will be made on March 15th of each year, and confirmed by April 16th of each year. Vacation requests will be granted before floaters. All requests will be allotted by seniority.
 - b) Requests submitted after April 16th, if approved, will be on a first come, first served basis.

All vacations are to be taken during the calendar year of January 1 to December 31

Once the vacation schedules have been completed, they can only be changed by mutual agreement.

The Union will be given a copy of the vacation schedule at the time they are posted.

24.05

Employees who take their vacations from January 15 to April 30 in any year will receive an additional four (4) hours pay for each week taken.

Twelve Hour Shift Employees:

Any bonus hours as referred to in 24.05 that are applicable shall be based upon ten per cent (10%) of vacation (hours) taken between January and April.

24.06

Any vacation entitlement not taken by December 31 of any year will

not be carried over and will be paid to the employee the second pay period in January.

Employees may cash out all but two weeks of their vacation entitlement.

24.07

When floaters are scheduled in accordance with vacation scheduling times, and are in conflict with vacations, vacation requests will prevail. At all other times, floaters and vacations will be granted on a first come, first serve basis.

24.08

In the event of sickness or accident commencing before vacation and continuing during vacation, an employee may reschedule his vacation on a preferred date, provided production and/or manpower requirements in his department are satisfied. In the event that the vacation remains unscheduled by year end, the employee will receive pay for said vacation.

24.09

Vacations - Twelve Hour Workers

Vacations will be scheduled according with 24.04 and subject to this following addendum:

1. Vacations taken between January 1 to June 30 and September 16 to December 31 can be taken in scheduled blocks or in calendar weeks, Sunday to Saturday inclusive.
2. Vacations taken between July 1 and September 15 (adjust dates to nearest full week) must be taken in calendar weeks Sunday to Saturday inclusive.
3. When vacations are taken in calendar weeks, the vacation pay will be based on the hours an employee was scheduled to work in the vacation week (or forty (40) hours) at the employee's discretion.
4. During a shut down, employees will be scheduled for vacation on a calendar week basis and paid for forty (40) and forty (40) hours

will be deducted from the employee's vacation allotment.

5. Company agrees to allow 15% of the workforce off on vacation and floaters when planning for long term (vacation postings, schedules beyond the current work week).

For the current workweek for the self-relieving departments (No. 2 Paper Machine and No. 3 Paper Machine) the Company will approve requests while managing to conditions such as high intensity grades, training needs and the Crews ability to “move up”. For the remaining departments, for the current work week, the Company will approve the requests if possible. All requests will be approved on a first come first served basis.

When scheduling, both long term and the current work week, the normal rules apply; e.g. not more than one person off per crew.

Vacations:

Vacations taken during shutdowns will be on a calendar week basis and forty (40) hours will be deducted from the total vacation entitlement hours.

At all other times vacation leaves will be in full work cycle (36 or 24 hour periods) and shall run until the employee's next scheduled work day.

Employees on twelve (12) hour shifts will be entitled to vacation leave based upon the following schedule:

- 2 weeks - 80 hours
- 3 weeks - 120 hours
- 4 weeks - 160 hours
- 5 weeks - 200 hours
- 6 weeks - 240 hours

Vacations will be allotted in hours and will be subtracted from the employee's total vacation entitlement. Each vacation period must correspond to a period on the schedule.

Vacation Pay:

Vacation pay will be based on the number of hours taken times the rate which is the greater of:

.....Corresponding percentage rate
(2-4-6-8-10-12) multiplied by previous calendar years gross earnings divided by amount of earned vacation hours.

OR

.....84-126-168-210-252 hours multiplied by the employee's regular straight time rate.

24.10

To be eligible for vacation, an employee must have been actively employed for a total of ninety (90) days or more during the preceding calendar year.

Vacation pay will be paid on a percentage basis with a minimum of forty (40) hours pay (42 hours - 7 day operation) per week of vacation provided the employee is eligible for vacation.

Employees who are absent for more than two hundred and seventy-five (275) days in the previous calendar year due to W.S.I.B. or sickness shall be entitled to his vacation adjusted to reflect the proportion of year remaining from the date he returned to work.

25. COMPASSIONATE LEAVE

25.01

Employees absent from work due to a death in their immediate family, shall be allowed pay for the time lost immediately following death as defined below:

<u>Employee</u>	<u>Time Paid</u>	<u>Family Member</u>
Eight hours	5 days	Spouse, Children,
Twelve hour	40 hours	Step-children

Eight hour
Twelve hour

3 days
24 hours

Father, Mother,
Brother, Sister,
Mother in-law,
Father-in-law,

Employee

Time Paid

Family Member

Grandmother,
Grandfather,
Son-in-law,
Daughter-in-law

Eight hour
Twelve hour

1 day
12 hours

Brother-in-law,
Sister-in-law,
Grandchildren

Additional time off without pay will be granted provided arrangements are made with Human Resources.

25.03

Should the death occur in the employee's immediate family, while the employee is on vacation, he will be allowed time off with pay, as described in Article 25.01, at a later date mutually satisfactory to the parties.

26. WAGE SCHEDULE

26.01

The attached Wage Schedule will form part of this agreement.

Payroll has been moved to weekly from bi-weekly.

Maintenance Wage Adjustment.

March 1, 2021 — \$0.50 Retroactive to March 1, 2021 on all hours paid

March 1, 2024 — \$0.50

March 1, 2027 — \$0.50

Two Tiered System:

When an employee is in second tier system, employee attains a posted position in the mill then they will be moved over to the standard wage rate.

27. DEPARTMENTS

1. No. 2 Paper Machine
2. No. 3 Paper Machine
3. Stock Preparation
4. Laboratory
5. Utility
6. Steam Plant
7. Shipping
8. Maintenance

28. BENEFIT PLAN

The Company will provide the benefit plan described in the collective agreement with a reputable carrier (same plan as before, with the only changes being Vision and Drug as described below) beginning October, 2011. If any year over year premium increase is above 10%, the Company and Union will work together to contain the increase to 10%. A base number will be established by a letter from the carrier. The base period for premiums will be May 1 of the previous year to April 30 of the current year.

29. GROUP LIFE INSURANCE

During the term of this Agreement, the Company undertakes to make group life insurance 1X annual earnings available to employees and will be paid by the Company.

All employees that were on the payroll February 28, 1997 will be allowed to carry the additional life insurance that they had at the time at the current cost per \$1000 per month..

30. WEEKLY INDEMNITY

30.01

The Company will provide a weekly indemnity plan which carries a weekly benefit of 66.7% of employees weekly earnings (rate X 40) with a maximum of \$1,500 per week, for a period of 17 weeks (or E.I. maximum, whichever is greater).

On a daily basis the benefit is one-seventh (1/7th) of 66.7% of the employee's weekly earnings, as established above.

Benefits will commence on:

- 1st day hospital
- 1st day non-compensable accident
- 4th day illness

30.02

The Company will pay total premium for the life of this contract (subject to Article 28).

30.03

The 5/12th rebate to employees under the Employment Insurance will be retained by the Company.

30.04

Employees off on Weekly Indemnity will have their benefit plans paid for by the Company.

30.05

In cases of delay exceeding two (2) weeks in obtaining W.S.I.B. or weekly indemnity payments, the Company will, upon request, arrange to advance an amount not exceeding the weekly indemnity payment.

An employee receiving an advance from the Company shall be responsible to repay the advance, when the payment is received from W.S.I.B. or weekly indemnity carrier, by the employee.

30.06

All claims for disability benefits must be certified by a doctor.

30.07

Short-term disability payments will be deposited into the employee's bank account directly as is their pay cheques.

30.08

A booklet describing the plan in more detail will be distributed.

In cases of interpretation the main policy will be the deciding factor.

31. LONG TERM DISABILITY

31.01

The Company will provide a long term disability plan which carries a monthly benefit equal to 66.7% of the monthly earnings (rate x 2080/12) up to a maximum of \$6,000 per month.

Benefit coverage will be through to age sixty-five (65).

31.02

Employees off on L.T.D. will have their benefit plans paid for by the Company as per the agreement.

31.03

Long term disability payments to be deposited into the employee's bank account directly as is their pay cheques.

31.04

A booklet describing the plan in more detail will be distributed.

In cases of interpretation the main policy will be the deciding factor.

31.05

Long term disability payments will be deposited into the employee's bank account directly as is their pay cheques are.

32. MEDICAL AND HOSPITAL

32.01

The Company will continue to pay the total premium for semi-private coverage for the term of this contract (subject to Article 28).

32.02

The Company will pay the total premium for An Extended Health Plan with a \$25.00 deductible feature (subject to Article 28). The Company will pay for a travel plan.

Drug Co-Pay — \$10.00 drug co-pay with cap of \$200.00 per year. Effective March 1, 2024 the cap will be \$150.00 per year. Effective March 1, 2028, the cap will be \$100.00 per year.

Vision care coverage - \$500.00 every 24 months.

One hundred (100) dollars will be paid toward eye exam every 24 months.

32.03

Medical certificates other than those required by the present agreement and requested by the Company will be paid for by the Company.

32.04

Benefits included are:

- Convalescent Hospital
- Psychologists \$500./year
- Physiotherapy \$500./year
- Masseur \$500./year
- Speech Therapist \$500./year
- Naturopath \$500./year
- Osteopath \$500./year(Chiropractor)
- Podiatrist \$500./year

Acupuncturist \$500./year
Hearing Aids \$500./3 years
Orthopedic Shoes \$400./2 years
Lab Test \$500./year
Dental Care (accident)
Purchase/rental remedial appliances, limbs, etc.
Licensed private hospital (10/day Max 120 days)
Radium radio-isotope
Blood
Ambulance

Employees to remain on Medical (including prescription drugs and eye glass provisions) benefit coverage with no age limitation.

A booklet describing the plan in more detail will be distributed.

In cases of interpretation the main policy will be the deciding factor.

33. DENTAL PLAN

33.01

The Company will provide a dental care plan for employees and their dependants with a \$25.00 deductible feature.

33.02

The Company will pay the premium cost for the coverage of the term of this Agreement (subject to Article 28).

33.03

Dental Care coverage:

Basic 100% paid

Major 50% paid

Ortho 50% paid

Total \$2,000. Per person per lifetime

Current ODA fee guide.

Employees to remain on Dental benefit coverage but with no age limitation.

A booklet describing the plan in more detail will be distributed.

In cases of interpretation the main policy will be the deciding factor.

34. PENSIONS

The Company will contribute 1.5% of employee's pay to retirement savings plan.

Effective March 1 2025, the Company will contribute 2.5% of employee's pay to a retirement savings plan.

Effective March 1, 2027, the Company will contribute 3% of employee's pay to a retirement savings plan.

This does not include vacation pay that employee has not taken time off. Plan type to be determined.

35. STEAM PLANT

35.01

A time period has been established for trainees to obtain their Engineers' papers. See Article 11.01 for a description.

35.02

The Company agrees to pay cost of mileage in accordance with company policy to and from school when writing an examination out-of-town.

35.03

For employees who have their third class papers and are committed to getting their second class papers, and can submit an action plan, the Company agrees to give some training in the maintenance areas and this will be determined locally.

36. LEAVE OF ABSENCE

36.01

Leave of absence will be granted on written request to any employee who has been elected to the Federal or Provincial Legislature, only for the initial term for which he has been elected or appointed.

While Company seniority will not be broken by such absence, the period of absence will not count in calculating service for service related benefits. The employee will pay the full cost of all medical, hospital, and insurance coverage. Employees who do not return within seven (7) days of the specified termination of such election or appointment shall be considered as having terminated their employment.

36.02

Request for leave of absence for personal reasons must be given in writing to the Human Resource person.

36.03

A leave of absence without loss of service or seniority for one (1) employee for Union related business may be granted upon one (1) month's written notice to the Company for a maximum duration of twelve (12) months. Benefit plan premiums will be paid by the employee for the period of leave.

37. JURY DUTY & SUBPOENAED WITNESS

37.01

An employee who is absent from work because of jury duty and subpoenaed witness shall be paid the difference between the pay received for such service and eight (8) times the straight time hourly rate or twelve (12) times the straight time hourly rate for tour workers, he would otherwise have received. The employee will be required to provide a statement from the Clerk of the Court.

37.02

An employee scheduled to work the night shift prior to reporting for jury duty, jury roll call or subpoenaed witness on the next day will be excused if requested.

38. HEALTH AND SAFETY

38.01

Management and employees will do everything reasonably possible to make the mill a safe place to work and as a minimum, will comply with all conditions of the Occupational Health and Safety Act and Regulations for Industrial Establishments.

38.02

The Company will pay the cost of CSA approved, steel (or equivalent) toed safety footwear (one or more pairs) to a maximum of \$200.00 per calendar year.

Any unused portion will be carried forward into the following year. At no time will the maximum exceed \$400.00 credit in any given year. When reimbursing an employee for safety footwear in any given year, the unused amount carried over from the previous year shall be used first to offset the payment, and any amount remaining will be carried forward to the following year with the understanding that under no circumstances will the amount exceed \$400.00 in total for any given year.

The wearing of safety shoes or foot protection is compulsory for all employees.

38.03

The wearing of safety glasses is compulsory for all employees.

Each employee who must wear prescription glasses at work, will be provided with a pair of prescription safety glasses every twenty-four (24) months.

The Company will pay for the preselected frames plus:

- lenses with single vision correction
- standard bifocals
- standard trifocals
- cable style temples are an option at no extra cost.

The employee will be responsible for the cost of any extra options and no options will be allowed which will reduce the safety quality of the glasses.

This section will in no way interfere with the vision care plan for prescription glasses that are purchased and are not safety. This section is an additional benefit to the other vision care plan.

38.04

The Company will continue its present practice of working towards minimizing the physical and mental effects of heat, noise and odours.

38.05

Monthly safety training will be delivered via an online safety training platform. All employees are provided with an individual login and password and are required to login monthly to complete the assigned safety training. When an employee performs his/her monthly safety training, they shall receive an additional hour's pay at time-and-one-half as per the current practice.

38.06

Hi-visibility clothes:

Company will provide \$100 allowance for hi-visibility clothing every two years. This amount will not carry-over into the following years.

Effective March 1, 2027, the Company will provide \$150.00 allowance for hi-visibility clothing every two years. This amount will not carry over into the following years.

Company will no longer supply hi-visibility apparel (i.e. T-shirts), except for harnesses/lanyards.

Hi-visibility apparel guidelines will be established by the Safety

Department and communicated to all employees.

Maintenance department will be provided with hi-visibility coveralls or provided with \$150 equivalent for purchasing other hi-visibility clothing.

39. PRINTED AGREEMENTS

The Company will provide the printed agreement as soon as possible.

40. JOB SECURITY

40.01

The Company undertakes to advise the Union in advance as far as is possible (minimum two months) of any technological changes which would affect the employment status of employees.

40.02

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to apply practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

40.03

If a permanent employee with 90 days continuous employment is set back to a lower paid job due to job elimination under conditions set forth above, he shall retain the rate of the permanent payroll position for an initial period of six (6) months. For an additional period of six (6) months an adjusted rate will be established midway between this rate and the rate for his new job for each work week. At the end of the twelve (12) month period, the rate for the job to which he is assigned will apply. Seasonal or temporary employees are not covered by this clause.

40.04

A permanent employee with ninety (90) days continuous service who will be laid off due to job elimination under conditions set forth above

will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set forth in 40.03 above.

40.05

If an employee has an opportunity to take a higher rated job during the twelve (12) month period noted in paragraph 40.03 and refuses, he will assume the new job rate as of that date.

41. SEVERANCE PAY

41.01

An employee with two or more years of service who is laid off due to lack of work is eligible for severance pay. An employee who returns to work after receiving severance pay shall have his service prior to his return to work excluded in determining future severance pay application.

41.02

Severance pay is not applicable to interruptions of operations due to fire, flood or strike.

41.03

Severance pay will be equal to one week of the employee's current wages for each full year of continuous service (forty (40) times the current rate at the time of lay-off).

41.04

No severance pay will be paid to an employee who accepts or rejects an opportunity to return to work within six (6) months of his lay-off.

41.05

Severance pay shall be paid to the employee six (6) months after the date of lay-off.

42. TOOL ALLOWANCE

The Company will provide a tool allowance to employees in the Maintenance Department for the purchase of approved tools for use on the job to a maximum of \$350.00 in a calendar year.

Effective March 1, 2027 the Company will provide a tool allowance to employees in the Maintenance department for the purchase of approved tools for use on the job to a maximum of \$500.00 in a calendar year.

The tools must have the approval of the Engineering Department before being purchased.

43. CONTRACTING OUT

44.01

The Company will not contract out repair and maintenance work which is regularly performed by the repair crew for which the mill is equipped, for which crews are available and which employees are capable of doing. Prior to any planned contracting out the Company will notify the Union in writing. If in the view of the Union such work can be done internally, the Union will request a meeting with the Company to discuss the issue.

In the event of a major repair or new construction, it is agreed that the Management will have the privilege of employing outside tradesmen to supplement its regular mechanical and electrical crews for the duration of a mutually discussed undertaking with the understanding that on the completion of the specific job, such tradesmen will be discharged.

44. ADJUSTMENTS

Individual rate adjustments will be considered when significant changes are made to job content.

45. STOCK PREPARATION DEPARTMENT

Both beater operator positions will receive the rate of pay of #3 Beater Operator. While assigned to a specific paper machine, each operator will be responsible for assisting the other beater operator in the performance of their job responsibilities.

46 PERIOD OF AGREEMENT

This agreement shall remain in effect until March 1, 2029, and subject to formal renewal year to year thereafter. In the event that either party desires to change this Agreement, the party desiring to negotiate a change shall give written notice by registered mail to the other party within the period of ninety (90) days in advance of the anniversary date.

A notice given by a party to this Collective Agreement in accordance with provisions in the Agreement relating to its termination or renewal shall be deemed to comply with the Labour Relations Act. Pending completion of negotiations, this Agreement shall remain in full force and effect in accordance with the Ontario Labour Relations Act.

WAGE SCHEDULES

<u>NO. 2 MACHINE</u>	<u>Mar 1/21</u>	<u>Mar 1/22</u>	<u>Mar 1/23</u>	<u>Mar 1/24</u>	<u>Mar 1/25</u>	<u>Mar 1/26</u>	<u>Mar 1/27</u>	<u>Mar 1/28</u>
MACHINE TENDER	\$33.41	\$33.91	\$34.59	\$35.28	\$35.99	\$36.71	\$37.62	\$38.56
BACK TENDER	\$29.45	\$29.89	\$30.49	\$31.10	\$31.72	\$32.36	\$33.16	\$33.99
3RD HAND	\$28.33	\$28.75	\$29.33	\$29.92	\$30.51	\$31.13	\$31.90	\$32.70
4TH HAND	\$27.49	\$27.90	\$28.46	\$29.03	\$29.61	\$30.20	\$30.96	\$31.73
<u>Non-Posted Position</u>								
3RD HAND	\$23.82	\$24.18	\$24.66	\$25.15	\$25.66	\$26.17	\$26.82	\$27.50
4TH HAND	\$22.47	\$22.81	\$23.26	\$23.73	\$24.20	\$24.69	\$25.30	\$25.94
<u>NO. 3 MACHINE</u>								
MACHINE TENDER	\$35.54	\$36.07	\$36.79	\$37.53	\$38.28	\$39.05	\$40.02	\$41.02
BACK TENDER	\$32.26	\$32.74	\$33.40	\$34.07	\$34.75	\$35.44	\$36.33	\$37.24
3RD HAND	\$29.40	\$29.84	\$30.44	\$31.05	\$31.67	\$32.30	\$33.11	\$33.94
4TH HAND	\$28.02	\$28.44	\$29.01	\$29.59	\$30.18	\$30.78	\$31.55	\$32.34
<u>Non-Posted Position</u>								
3RD HAND	\$24.09	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.13	\$27.81
4TH HAND	\$22.19	\$22.52	\$22.97	\$23.43	\$23.90	\$24.38	\$24.99	\$25.61

<u>STOCK PREPARATION</u>	<u>Mar 1/21</u>	<u>Mar 1/22</u>	<u>Mar 1/23</u>	<u>Mar 1/24</u>	<u>Mar 1/25</u>	<u>Mar 1/26</u>	<u>Mar 1/27</u>	<u>Mar 1/28</u>
BEATER OPERATORS	\$28.02	\$28.44	\$29.01	\$29.59	\$30.18	\$30.78	\$31.55	\$32.34
MATERIAL HANDLERS	\$27.18	\$27.59	\$28.14	\$28.70	\$29.28	\$29.86	\$30.61	\$31.37
<u>Non-Posted Position</u>								
BEATER OPERATORS	\$22.19	\$22.52	\$22.97	\$23.43	\$23.90	\$24.38	\$24.99	\$25.61
MATERIAL HANDLERS	\$21.64	\$21.96	\$22.40	\$22.85	\$23.31	\$23.78	\$24.37	\$24.98
<u>LABORATORY</u>								
LAB ANALYST	\$28.33	\$28.75	\$29.33	\$29.92	\$30.51	\$31.13	\$31.90	\$32.70
<u>Non-Posted Position</u>								
LAB ANALYST	\$ 22.47	\$ 22.81	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.69	\$ 25.30	\$ 25.94
<u>UTILITY</u>								
UTILITY OPERATOR	\$27.30	\$27.71	\$28.26	\$28.83	\$29.41	\$29.99	\$30.74	\$31.51
CORES/BLADE GRINDER	\$27.44	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15	\$30.90	\$31.67
LABOURER	\$25.43	\$25.81	\$26.33	\$26.85	\$27.39	\$27.94	\$28.64	\$29.35
<u>Non-Posted Position</u>								
UTILITY OPERATOR	\$21.93	\$22.26	\$22.70	\$23.16	\$23.62	\$24.09	\$24.70	\$25.31
CORES/BLADE GRINDER	\$21.93	\$22.26	\$22.70	\$23.16	\$23.62	\$24.09	\$24.70	\$25.31
LABOURER	\$21.64	\$21.96	\$22.40	\$22.85	\$23.31	\$23.78	\$24.37	\$24.98

<u>STEAM PLANT</u>	<u>Mar 1/21</u>	<u>Mar 1/22</u>	<u>Mar 1/23</u>	<u>Mar 1/24</u>	<u>Mar 1/25</u>	<u>Mar 1/26</u>	<u>Mar 1/27</u>	<u>Mar 1/28</u>
OPERATING ENGINEER	\$39.17	\$39.76	\$40.55	\$41.36	\$42.19	\$43.03	\$44.11	\$45.21
HELPER (2ND CLASS)	\$34.21	\$34.72	\$35.42	\$36.13	\$36.85	\$37.59	\$38.53	\$39.49
HELPER (3RD CLASS)	\$31.17	\$31.64	\$32.27	\$32.92	\$33.57	\$34.25	\$35.10	\$35.98
HELPER (4TH CLASS)	\$29.03	\$29.47	\$30.05	\$30.66	\$31.27	\$31.89	\$32.69	\$33.51
HELPER (NO PAPERS)	\$24.09	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.13	\$27.81
SHIPPING								
SHIPPER (WAREHOUSE)	\$29.34	\$29.78	\$30.38	\$30.98	\$31.60	\$32.23	\$33.04	\$33.87
RECEIVER SHIPPER (WAREHOUSE)	\$28.23	\$28.65	\$29.23	\$29.81	\$30.41	\$31.02	\$31.79	\$32.59
SHIPPER (WAREHOUSE)	\$28.38	\$28.81	\$29.38	\$29.97	\$30.57	\$31.18	\$31.96	\$32.76
<u>Non-Posted Position</u>								
SHIPPER (WAREHOUSE)	\$24.09	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.13	\$27.81
RECEIVER SHIPPER (WAREHOUSE)	\$23.48	\$23.83	\$24.31	\$24.80	\$25.29	\$25.80	\$26.44	\$27.10
SHIPPER (WAREHOUSE)	\$23.27	\$23.62	\$24.09	\$24.57	\$25.06	\$25.57	\$26.21	\$26.86
MAINTENANCE								
TRADESPERSON	\$33.22	\$33.72	\$34.39	\$35.08	\$35.78	\$36.50	\$37.41	\$38.35
TRADESPERSON	\$33.54	\$34.04	\$34.72	\$35.42	\$36.13	\$36.85	\$37.77	\$38.71
TRADESPERSON	\$34.48	\$35.00	\$35.70	\$36.41	\$37.14	\$37.88	\$38.83	\$39.80
TRADESPERSON	\$35.05	\$35.58	\$36.29	\$37.01	\$37.75	\$38.51	\$39.47	\$40.46
TRADESPERSON	\$35.63	\$36.16	\$36.89	\$37.63	\$38.38	\$39.15	\$40.12	\$41.13

3-2-2 Shift Schedule				
Shift	S M T W T F S			
Days	4 3 3 2 2 1 1	1 4 4 3 3 2 2	2 1 1 4 4 3 3	3 2 2 1 1 4 4
Nights	2 1 1 4 4 3 3	3 2 2 1 1 4 4	4 3 3 2 2 1 1	1 4 4 3 3 2 2
Off	3 4 4 3 3 2 2	2 3 3 2 2 3 3	3 2 2 3 3 4 4	4 3 3 4 4 3 3
Off	1 2 2 1 1 4 4	4 1 1 4 4 1 1	1 4 4 1 1 2 2	2 1 1 2 2 1 1

APPENDIX 'B'

TRADE APPRENTICESHIP PLAN

1. As part of our employee development program, the Company has established a trade apprenticeship plan. This program has been developed to:

- (a) Ensure an adequate supply of qualified trades persons to cover future retirements and possible leaves in our trades work force.
- (b) Provide an opportunity to qualified employees or candidates to increase their skill and knowledge by learning a trade.

2. ENTRANCE REQUIREMENTS

- (a) Applicants must meet the medical requirements of the company.
- (b) An applicant for the Apprenticeship program must have Ontario Grade 12 standing or equivalent.
- (c) Graduates from a relevant four-year Science Technology and Trades program or graduates from a relevant three-year course at a College of Applied Arts and Technology or similar institution or employees/candidates currently studying relevant trades will be given preference.

3. VACANCIES

- (a) All openings for apprenticeship training will be posted, (unless the vacancy was previously posted within the previous 9 months and no suitable internal applicants were found).
- (b) If suitable applicants are not available from within the mill, then the Company reserves their right to fill the vacancies by hiring from outside.

4. SELECTION

- (a) All applications for apprenticeships are to be made to the Human Resources Department.
- (b) Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized with all the terms of the plan. They will be required to sign an Apprenticeship Indenture certifying that they have read, understand, and agree that the terms and conditions of the Trades Apprenticeship Plan.

5. TERMS OF APPRENTICESHIP

- A. The period of Apprenticeship will be four (4) years, or five (5) years, divided into eight (8) or ten (10) periods of six (6) months' duration. After graduation, if retained, an apprentice will automatically proceed to trades person status as indicated in "Maintenance Rates of Pay."
- B. Technical training pertaining to the trade will be provided by:
 - (a) Whenever possible, the technical training of apprentices shall be provided through attendance at government trade schools. In such cases the number of hours of technical training an apprentice receives shall be determined by the authorities in charge of the trade school.
 - (b) Where technical training cannot be taken at a trade school because suitable courses are not available, correspondence courses in the related subjects will be used. The apprentice will be refunded 100% of the net cost on successful completion of the course.
 - (c) The Human Resources Department will review course content for the various trades as provided by the government trade schools and, if additional technical training is considered necessary, an apprentice may be required to take a correspondence course as well as attend a trade school.
- C. The first period shall be considered entirely a probationary period and his continuance as an apprentice depends upon ability, progress and attitude.

- D. To be eligible for advancement to the next level at the end of any six month period, an apprentice must have completed his shop work to the satisfaction of the shop management, his technical training to the satisfaction of the trade school, or in the case of a correspondence course, he must have submitted the required number of lesson assignments and have satisfactory grades on those returned.
- E. An apprentice who does not qualify for advancement at the end of any six (6) month period shall be considered as re-entering upon a trial period and shall be notified as to the nature of his unsatisfactory work by his immediate supervisor. If he does not qualify after three (3) additional months, he shall be dropped from the apprenticeship course.
- F. Tools are essential for tradesmen. At the 12, 24, 36 and 48 month completion points of the training program, the apprentice will be required to submit proof to the Apprentice Committee that they own and has in their possession a predetermined list of tools. Before graduation from the training program, the complete list of tools will be checked against the tools owned.
- G. The Company does not guarantee employment as a tradesman upon completion of apprenticeship, but will endeavour to place the graduates in tradesperson's jobs or other jobs in the mill

6. APPRENTICE ADVISORY COMMITTEE

A. Membership

An Advisory Committee will be appointed by the Mill Manager. The Committee will consist of:

- Supervisor
- Human Resources Manager
- One relevant tradesperson (from St. Catharines Mill) in consultation with the union).

Term of office shall be one year. However, appointments may be

renewed at the Mill Manager's discretion.

B. Duties of the Advisory Committee

1. The committee shall meet once per month.
2. The committee shall serve as an advisory body on such matters as:
 - course coverage and content
 - progress of apprentices (academic and practical)
 - credit allowed for previous experience
 - time extensions in case of illness or accident
 - special problems that may arise on matters that are referred to the committee for study
3. In general, the committee is interested in guiding and helping apprentices through the course.

7. RATIO OF APPRENTICES TO MECHANICS

The number of apprentices will be decided by the Company to meet its present and future needs for tradesmen.

8. WORKING CONDITIONS

Overtime hours worked by apprentices will not count toward time of indenture.

9. CERTIFICATE

The Company will supply a signed certificate to each apprentice on completion of his apprenticeship. In addition, where applicable, a Certificate of Apprenticeship shall be presented by the Provincial Department of Labour for each apprentice who is registered with the Department and who completes his apprenticeship.

10. SENIORITY

When a person(s) transfers from some other job to the status of an apprentice in one of the mechanical trades, they shall maintain their seniority in the job from which they transferred for a period of nine (9) months.

Following such probationary period, their seniority shall develop exclusively within the mechanical group to which they transferred. If, when the period of apprenticeship (four years) is served, there is a vacancy for a journeyman in the trade for which the apprentice is qualified, they will be retained and will be granted two years' seniority as a journeyman and will become eligible for promotion in accordance with the Tradesperson Promotion Plan.

11.WAGES, BENEFITS AND ALLOWANCES

Rates will be established according to rates established by the government.

When an apprentice is attending a trade training course in Government Trade School, the following pay arrangements will apply:

A. LIVING AT HOME

The apprentice may receive a weekly training allowance from the Provincial Department of Labour or the Federal Manpower Office, while attending school.

The Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay.

B. LIVING AWAY FROM HOME

If the apprentice is required to live away from home in order to attend a trade training course, they will receive the Company pay supplement referred to above, in addition to any increase allowance paid by the Department of Labour to a trade trainee living away from home.

C. NIGHT SCHOOL ATTENDANCE

An apprentice required to attend night school courses will receive a pay supplement. The supplement will be equal to four hours pay at the apprentice's regular rate for each six (6) hours of scheduled course time attended.

Apprentices required to take correspondence courses in lieu of

attending night school will receive an equitable supplement. This will be established by the Company and be consistent with the supplement referred to above.

D. PAYMENT OF SUPPLEMENTARY PAY

Payment of supplementary pay will be made on regular pay days. To receive this pay, the apprentice must maintain satisfactory attendance and performance records at school during his trade training course.

The Company will provide the foregoing weekly pay supplement for the number of weeks normally required to complete trades training courses. Should an apprentice be required to spend more than the normal number of weeks to complete a course, they will not receive Company pay during the additional time in school. In the event of extenuating circumstances and on the recommendation of the Advisory Committee, the pay allowance may be extended to cover additional time.

E. BENEFITS

The apprentice is entitled to his full range of benefits as specified in the labour agreement while he is in attendance at Trade School. Permission of the school authorities must be obtained for all absences.

12. LOSS OF WORKING TIME

An apprentice may lose up to a maximum of thirty (30) scheduled working days due to sickness or accident, during their four year term of apprenticeship, without having to serve additional time. Extension of the term of apprenticeship will be considered by the Advisory Committee in the event that an apprentice loses more than thirty (30) working days, the Committee will give consideration to overtime hours worked in arriving at their decision.

13. LAYOFF AND CUTBACK

An apprentice who has successfully completed his first year of training will be allowed to complete his training without interruption. An apprentice who has been cut back from the program will have just right

of re-entry into the program.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the 1st day of March 2021

INTERLAKE ACQUISITION CORPORATION LIMITED
DBA DUNN PAPER - ST. CATHARINES

Signed by:

Yves Simard Mill Manager

Frances Turner Human Resources Manager

Danielle Couture Human Resources Generalist

Ian Millson Safety/Quality Manager

INDEPENDENT PAPERWORKERS OF CANADA

Signed by:

Jason Stradwick..... President Local 124

Christopher Fraser..... Vice-President Local 124

Brenden McCabe..... Secretary Local 124

Ray Lott..... Treasurer Local 124

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