

COLLECTIVE AGREEMENT

between



and



February 6th, 2012 to February 5th, 2016

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COLLECTIVE AGREEMENT

BETWEEN

**TRUE NORTH HARDWOOD
(COCHRANE DIVISION)
(PLYWOOD)
(hereinafter referred to as the "Company")**

AND

**UNITED STEELWORKERS, LOCAL 1-2010
(hereinafter referred to as the "Union")**

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to secure for the Company and the Union, the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and the protection of property. This agreement moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively, for the advancement of the conditions set forth herein.

- 1.02 In this Agreement, words using the masculine gender include the feminine and neuter.
- 1.03 Employees are required to comply with the Company's health and safety policies as a condition of continued employment.

ARTICLE II - RECOGNITION

- 2.01a) The Company recognizes the Union as the sole collective bargaining agent of all employees of the plywood **True North Hardwood Plywood Inc.** at Cochrane, Ontario save and except supervisor, persons above the rank of supervisor, office staff and scalers.
- b) The employees of contractors engaged by the Company in the plants and yard of the Company shall be considered employees within the terms of this Agreement; save and except the employees of contractors and/or the contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an agreement with a Union or Unions affiliated with a central labour body covering such work.

2.01c) The Company agrees that it will not employ contractors or sub-contractors to do maintenance work commonly performed by employees covered by the terms of this agreement. In such situations where additional manpower will be required to perform the above maintenance work, qualified employees will have the first right of refusal.

2.02 Supervisory personnel and Spare Supervisor, which includes contractors whose employees are considered to be employees under this agreement, shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involves physical danger to employees or danger to property.

It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other trade Union.

ARTICLE III - PERIOD

3.01 The Company and the Union agree one with the other that they will abide by the articles of this Agreement from **February 6th, 2012 to February 5th, 2016**, inclusive, and from year to year thereafter, unless either party desires to

change or terminate this Agreement, in which case the party desiring the change or termination shall notify the other party in writing, at least sixty (60) days prior to **February 5th**, of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing, as to the changes desired.

ARTICLE IV - WAGE SCHEDULE

- 4.01 The wage schedule is attached hereto and forms a part of this Agreement.
- 4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements occurs in any job classification listed in the attached wage schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement, the matter may be referred to section 8.05 of the grievance procedure.
- 4.03 For classified jobs not listed in this wage schedule, the Company may set estimated or temporary rates. Any such rates will be based on comparison with prevailing rates for a similar and/or related occupation in the attached wage schedule. After a trial period of thirty (30) days, any such rates shall be negotiated with the Local Union and upon

agreement shall become part of the wage schedule and payment made retroactive, and after the thirty (30) day trial and following negotiations for such rates with the Local Union, if no agreement is reached, the matter shall become subject to the grievance procedure beginning at section 8.05.

ARTICLE V - UNION MEMBERSHIP

5.01 All present employees who are members of the Union and those who may become members of the Union shall maintain such membership in good standing as a condition of continued employment.

5.02 All new employees shall become members of the Union within fifteen (15) days from the day they start to work at the plant.

The Company will advise the Union within five (5) working days of an employee being hired.

5.03 For each individual employee who is a member of the Union or applies to become a member, the Company agrees that it will, on his behalf and upon his written request or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

The Company shall put employees on check off at time of hire or return to work and deduct the Union's monthly membership dues from monies due him.

Each new employee shall be allowed one half (1/2) hour on Company time to meet with the Union steward within the first week of completion of the probationary period.

The Company shall include on each employee's Income Tax (T-4) slip the amount of Union dues deducted in the calendar year.

- 5.04 Remittances of all deductions shall be sent to the Local Union, said remittances to be accompanied by itemized lists in alphabetical order, in duplicate, showing payroll numbers, full names and amounts. The Company shall deliver the above not later than the end of the following month. A copy of the list will be given by the Company to the Union Steward.
- 5.05 The Local Union shall furnish the Company with a list of Local Officers and representatives and shall amend these lists as changes occur.
- 5.06 When hiring employees the Company will give preference to Union members provided they apply for work or that the Union applies on their behalf and provided they are capable and available to perform the work required.

5.07 Representatives of the Union carrying a certificate of authority signed by the President and Secretary of the Union shall have the right to visit the plant for the following purposes:

- 1) Evaluation of jobs and time studies connected therewith.
- 2) The investigation of alleged violation of this Agreement.
- 3) Investigation of grievances.
- 4) To post notices on Union Bulletin Board.

Prior to his visit, the Union representative shall report to the Plant Office to request permission for his visit, and to allow the Company to appoint a representative to accompany him. The Union representative shall conduct himself in a manner, which will not interfere with the normal operation of the plant during his visit.

ARTICLE VI - VACATIONS WITH PAY

6.01 **Both parties agree that for the first year of the Agreement (commencing with the first day of operation); a 4% vacation pay will be paid to every employee, notwithstanding any other entitlement set out in this Article VI. Each 2% increment**

of vacation pay entitles an employee to one week of time off.

For the purpose of this Article seniority will be acquired and maintained as defined in Article XII of this Agreement and the vacation year shall begin May 1st of each year.

Vacation pay credits shall be paid on the following basis and each 2% increment of vacation pay entitles an employee to one week of time off.

- (a) 4% of gross earnings for employees who have less than four (4) years service with the Company.
- (b) 6% of gross earnings for employees who have four (4) years or more but less than eleven (11) years service with the Company.
- (c) 8% of gross earnings for employees who have eleven (11) years or more but less than 18 years service with the Company.
- (d) 10% of gross earnings for employees who have eighteen (18) years or more but less than thirty (30) years service with the Company.

- (e) 12% of gross earnings for employees who have thirty (30) years or more service with the Company.

6.02 Accrued vacation pay shall be paid to each employee on every pay period.

6.03 If there is to be a plant shutdown of one (1) week duration, or any further period as may be mutually agreed to between the Company and the Union, it will be scheduled each year during July and/or August and/or November. The Company will notify the Union at least three (3) months in advance of a proposed vacation shutdown in order to allow for consultation between the Company and the Union as to duration and timing of such said shutdown.

“Shutdown” does not include work performed by the Log Loaders or Material Handler classifications.

If the plant shutdown is cancelled, the Company will provide at least one-month notice of the cancellation of the shutdown, but this obligation will not apply where the shutdown is cancelled on account of circumstances beyond the Company’s control.

An employee who works during the vacation shutdown and/or who is entitled to vacation time off in excess to the duration of the

vacation shutdown will be allowed to take such time off upon notice in writing to his supervisor. In case too many employees should seek additional time off, thereby jeopardizing efficiency of operation, time off will be scheduled in accordance with seniority.

- 6.04 An employee who has been continuously employed for one (1) year shall take vacation time off at a time that is satisfactory to the employee and his supervisor.

If a plant vacation shutdown is not scheduled then the Company will grant vacation at times requested by employees giving preference to Senior employees provided that they make known their vacation choice to the company on a form provided one month after vacation schedules are requested. A minimum of twelve (12) employees per shift will be permitted to take their vacation at any time as long as the proper and orderly operation of the plant is ensured. Employees will be advised one month in advance of when the vacation has to be submitted.

- 6.05 Employees will be permitted to take up to two weeks of their vacation entitlement one day at a time. Employees who are taking full-week blocks of vacation will take precedence over one-day requests.

One month after vacation requests are required to be submitted, the Company will produce a spreadsheet showing approved vacation entitlement.

Members who do not book their vacation entitlement on time, the remainder of their vacation will be scheduled on a first come first serve basis.

- 6.06 The Company will be permitted to hire student for vacation replacement **anytime during the year. As long as there are no employees with recall rights on layoff or on the spare list without hours.**

Students will be paid at 75% of the Clean-Up rate, no matter what job classification they are performing or training for and for any work performed at any time.

ARTICLE VII - HOLIDAYS WITH PAY

- 7.01I) Employees shall be paid without the performance of work for the following holidays, at their regular rate of pay:

New Year's Day	Civic Holiday
January 2 nd	(1st Monday in Aug.)
	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Freeze Family Day for the first year of the Agreement (commencing with the first day of the operation).

II) In addition, employees who have accumulated one hundred and twenty (120) worked days, will be granted three (3) floating holidays per year to be taken at a time satisfactory to the employee and his Supervisor. If an employee has not taken his floating holiday by the end of March each year and has not signified his intention of taking it, such floating holiday will be scheduled by the Company before May 31st of each year. All rights associated with unused floater holidays expire at the end of the vacation year [June 1 to May 31].

Freeze all Floaters for the first year of the Agreement (commencing with the first day of the operation).

III) Request for floaters are to be submitted in writing on forms supplied by the Company, three working days in advance of the floater with the exception of emergency situations. Management will respond, in writing by the end of the working day, which follows the date of the request. The Company will give the reason, in writing in case of a refusal. The Company agrees to provide an employee with a copy of his floater request. Floaters

requested during a shutdown and/or a layoff shall be acknowledged.

- 7.02 When any of the above holidays occur on a Saturday or Sunday, the observance of the holiday shall be on the following Monday, or such other day that is celebrated as such.
- 7.03 An employee who has established seniority in accordance with Article XII, and who works any of the available work days within the thirty (30) day period prior to the holiday, and who works the last scheduled shift prior to the holiday and the first scheduled shift following the holiday, unless his return to work is prevented by circumstance beyond his control and is validated by an appropriate document shall receive pay for the holiday.
- 7.04 Holidays occurring during the course of an allowed vacation period shall not be included as part of that allowance.

An employee who is qualified under Article XII and who works any of the available work days within the thirty (30) day period prior to the holiday, is on authorized leave of absence when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence.

- 7.05 An employee who is qualified under Article XII and who ceases work due to layoff during

the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for all holidays within such twenty-one (21) day period.

- 7.06 An employee, who qualifies under section 12.02 (a) and 7.03, who is obliged to cease work, due to sickness, pregnancy or accident certified by a licensed practitioner during the twenty- one (21) day period immediately prior to the holiday, shall receive holiday pay for all holidays within such twenty-one (21) day period.
- 7.07 If an employee who has established seniority in accordance with Article XII is recalled and works anytime during the fourteen (14) calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.

ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

- 8.01 All disputes between employees and the Company shall be settled by the following procedures, and there shall be no stoppage of work because of differences.
- 8.02 The Union shall arrange for the election from its working membership of a Union Committee of three (3) headed by a Union Steward. The Company shall be notified in

writing, as to the names of the Union Committee and Steward.

At the Company's request, should the Steward or members of the grievance committee be required to stay beyond his/her normal working hours, to discuss the adjustment of grievances, he/she will be compensated at the appropriate overtime rate.

- 8.03 A grievance under the provision of this Agreement is defined to be any difference between the parties or between the Company and employees covered by this Agreement involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.

Stage I

Any grievance arising during the term of this Agreement must be presented for adjustment within ten (10) days after the grievance has occurred. A grievance of an employee shall be taken by the employee singly or together with the Steward and/or Union Representative directly to the employee's immediate supervisor and a decision thereon shall be rendered within five (5) days from the presentation of the grievance.

8.04a) **Stage II**

If this decision is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee and/or a Steward, and shall be presented to the Company by himself or together with the Union Steward and/or Union Representative, within seven (7) days from the date of the decision under paragraph 8.03 above, and shall be dealt with at a meeting of the Steward's Committee and Management, and such decision shall be rendered within seven (7) days or within such further time as may be mutually agreed.

b) In case of discharge or suspension by the Company, the Company will, within four (4) days, notify the employee in writing of the reason for the discharge or suspension. A copy of such notice shall be submitted to the Union Steward within four (4) days. A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement must be dealt with in writing by both parties and must be presented to the Company no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this stage.

c) Grievances which involve Company wide interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party within ten (10) days of the occurrence on which the grievance is based, and shall be dealt with by Representatives of the Company and Representatives of the Union.

8.05 Stage III

In the event that the grievance is not settled in the above manner, it shall be referred to the General Manager of the Company or his Representative and a Union Committee accompanied by the Union President or his Representative within (30) days from the date of the decision under paragraph 8.04 above.

8.06 Stage IV

In the event that the grievance is not settled in the above manner, it shall be referred to arbitration in accordance with the Labour Relations Act, and Notice of Processing to Arbitration shall be made on the opposite party within twenty (20) days of the decision rendered under section 8.05 above.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

8.07 Saturdays, Sundays and Holidays shall not be included in any time limits in this Article of Agreement. The time limits mentioned in this article may be extended by mutual agreement, but otherwise time shall be of essence. Failure on the part of the grievor to comply with time limits shall be deemed to be an abandonment of the grievance.

Where mutually agreed, and prior to arbitration, the parties will share equally in the cost of a mediator, whose decision shall be binding. The parties will mutually agree to a list of mediators. If the parties cannot agree to the mediation process, the terms of the Collective Agreement shall apply.

8.08 **Sunset Clause**

An employee's record shall be cleared after **18 months** excluding suspensions, which will be cleared after **24 months**.

ARTICLE IX - NO STRIKE - NO LOCKOUT

9.01 There shall be no strikes called or supported by the Union or its members, and no lockout caused by the Company during the life of this Agreement or any renewal thereof.

ARTICLE X - WORKING CONDITIONS

10.01a) It is agreed that the Company and the Union will co-operate collectively in improving safety and first aid practices. The Company and the Union further agree to set up and maintain a joint safety committee to promote safe working conditions and practices.

b)The Union Co-chair shall receive training from the Workers Health and Safety centre or its equivalent.

c)A complete safety inspection shall be carried out once a month, by members of a Health and Safety committee, (one from the Union and one from Management in their respective department). Time spent by employees on such safety activities shall be considered as time worked. The chairperson of each meeting shall make sufficient copies of the report going to the Company office, the Union office and the plant bulletin boards.

d)There shall be adequate First Aid Stations supplied and maintained by the Company. Such station to meet the standards of the Workers' Compensation Act and the provisions of the Industrial Safety Act.

e)Adequate First Aid Kits shall be supplied and maintained by the Company at suitable

locations, throughout the Operations. Adequate transportation facilities and/or arrangements shall be provided by the Company for sick or injured employees.

- f) The Company is responsible to see that a qualified First Aid person be available at all times during working hours.

10.02 All mobile equipment to be equipped with fire extinguishers and it will be the responsibility of the operator to make sure that they are kept full at all time.

The Company agrees that it will provide tradesman fire insurance coverage against loss by fire or damage of the tools and tool chest required by such tradesmen, to the full value of such tools on Company property. To qualify for the above, tradesmen will supply an itemized list of tools and amend it as needed.

10.03 Tool Reimbursement

- a) On June 1st of each year, the Company agrees to reimburse all Trades employees, upon presentation of proof of purchase, up to the amount of \$525.00 towards the purchase of new tools.
- b) In the event of a tool being damaged through the normal course of work, the

employee will first seek replacement from the supplier and if not successful, the tool will be replaced by the Company.

- 10.04 The company will provide on an exchange basis, free of charge the following safety apparel and equipment, gloves (smaller gloves for women), rain suits, coveralls for all maintenance work, welding shields, aprons and hard hats, safety glasses and ear protection and exchange them where required. The Company will ensure that adequate safety switches are installed as required on machinery throughout the plant.
- 10.05 Effective from June 1, 2010 the Company shall pay the full cost (up to \$140.00) of one pair of approved safety boots once a year to each employee. In 2011, increase up to \$150.00.
- 10.06 a) The Company agrees to pay an allowance of one hundred and ninety dollars (\$190) maximum to each employee, each year to assist in the purchase of prescription safety glasses/frames for the workplace.
- b) For those employees who have to wear bi-focal prescription safety glasses the maximum allowance will be one hundred seventy (\$170.00) dollars.

10.07 The Company shall pay to each employee the equivalent of one day's wages on the first pay of December of each year towards clothing allowance.

This allowance shall be suspended for the duration of this Agreement.

10.08 It is agreed that during the life of this Agreement, there shall be no reduction in existing privileges.

10.09 a) The Company will provide adequate lunchroom space and ventilation, and will install a low heat oven.

b) The Company will endeavour to get the telephone Company to install pay phone, in a booth, in each lunchroom.

c) Car plug-ins shall be provided for employees' cars at the Company's parking lot.

d) The Company will endeavour to provide adequate cleaning devices for employees' clothes.

e) Adequate lockers will be provided for all employees by the Company.

f) The Company will, in consultation with the Union, take such measures as required to

improve ventilation, heating and dust control in the plant and lunchroom.

g) Company will add fans and make all possible effort to eliminate smoke as much as possible from the plant.

10.10 Employees will be paid by direct deposit every **2 weeks** on Thursday and stubs in separate sealed envelopes will be mailed to employees on the same day.

10.11 Any leave of absence provided to an employee (whether paid or unpaid), shall be deemed as a day of Personal Emergency Leave under the *Employment Standards Act, 2000*, unless it is clearly a leave under another provision of that Act. All requests for leave of absence shall be deemed to be requests for Personal Emergency Leave, unless they are for another leave under the Act.

ARTICLE XI - HOURS OF WORK

11.01 The work week shall consist of 40 hours.

For employees who are scheduled to work on a three (3)-shift operation, the workweek shall consist of forty (40) hours, eight (8) hours per day beginning at 11:00 PM Sunday to 11:00 PM Friday.

The Company may operate the departments totally or in part on one, two or three shifts per day basis, up to a continuous basis of seven days per week. The parties agree that should a seven day operation be required, the hours of work and working conditions will be mutually agreed upon at that time

11.02 The following shall be the standard shifts at the Cochrane mill:

- (A) Day Shift – 8:00 AM until 4:30PM,
[with ½ hour unpaid lunch and 2 – 10
minute paid breaks]

- (B) 2 Shift Operation (mill wide)
 - [i] 7:00 AM until 3:30 PM, and/or
 - [ii] 3:30 PM until 12:00 AM[with ½ **hour unpaid lunch** and 2 – 10
minute paid breaks]

- (C) 3 Shift Operation - either
 - [i] 11:00 pm until 7:00 am, or
 - [ii] 7:00 am until 3:00 pm, or
 - [iii] 3:00 pm until 11:00 pm[with 1 (½ hour), paid lunch and 2 -
10 minute paid breaks]

- (D) Continental Shift (working 84 hours in
every 2-week period) - alternating
during that period:
 - [i] 6:00 am until 6:00 pm, or
 - [ii] 6:00 pm until 6:00 am

[with 2 (½ hour), paid lunches, and 3 - 10 minute, paid breaks]

- (E) Compressed Shift [May 1st - Nov 1st] (4 working days per week) – either:
 - (i) 6:00 AM until 4:00PM, or
 - (ii) 4:30 PM until 2:30 AM[with ½ hour paid lunch and 3 – 10 minute paid breaks]

11.03 Overtime

Overtime at the rate of 1½ times an employee's regular rate shall be paid in the following circumstances:

<u>Shift</u>	<u>Overtime Threshold</u>
(A), (B), (C), or (E)	After 40 hours worked at straight time in a week.
(D)	Any hours worked outside of the regularly scheduled shift.

or for all hours worked by the employee on a Statutory Holiday.

Statutory Holidays, Vacations, Floaters, and Leave for Union business - (Single Days Only), will be considered as days worked.

11.04 Shift Premiums

All employees scheduled to rotate on two (2) and three (3) shift operations shall receive the following amount in addition to their regular rate for each hour worked at straight time:

Effective date of ratification
40¢ per hour for regular hours worked on the No. 2 shift;
50¢ per hour for regular hours worked on the No. 3 shift.

11.05 Continental and Compressed Shift Special Conditions

The following shall apply to employees scheduled on shifts **(D)** or **(E)**:

- 1) All compensable days shall be paid at the number of hours that the employee would have worked on a regularly scheduled day.
- 2) Vacation shall be booked in groups of scheduled shift. In the event that a single day remains, the employee will be entitled to schedule this day.
- 3) Holidays will be compensated as per paragraph No. 1, above.
- 4) Applying to Continental Shift **(D)**, only:
 - i. Holidays will be observed on a regularly scheduled workday, or on or as close as practicable to the

actual holiday as the Company and Union may agree.

- ii. For the following holidays: December 25, 26, and January 1st and 2nd lieu days may be scheduled during those holidays.
- iii. Employees scheduled on night shift on a scheduled holiday shall work the shift as scheduled and shall be permitted a day off in lieu to be taken at another time. This is in order to cover for production start-up.
- iv. Lieu days shall be granted same as floaters; three days prior notice and seniority shall govern the decision if more than one request for a lieu day is made.
- v. Lieu days shall be cumulative within the same vacation year only; from May 1 to April 31.
- vi. Any regular scheduled Sunday hours will be paid one and one half times the regular rate plus any applicable shift differential.
- vii. For those employees working 12-hour shifts, all compensable days as outlined in the Collective Agreement (ex: jury duty, bereavement etc...) will be compensated at 12 hours.
- viii. Employees who are not scheduled to work on a holiday shall receive a day off in lieu of the holiday and 12

hours pay at the regular rate for the lieu day when it is taken.

- 11.06 Individual employees can elect to spend their lunch break either in the lunchroom or outside of the Company premises, but if they elect to go out, they will be required to punch their cards when going and when returning to work.

Trades people whose lunch is taken on Company time will not be allowed to leave the premises during lunch on evening and night shift. However, permission to leave the premises will be granted for special circumstances.

- 11.07 If an employee reports for work and no work is available, he will receive four (4) hours pay for reporting to work, if he commences work and no work is available for him to complete his shift, he shall be paid for eight (8) hours' pay at his regular rate.

To qualify for the above, the employee must remain on the job until told by the supervisor that he may leave and must accept other than his normal work if it is offered.

11.08 **Shift Change**

The hours of work of all employees shall be scheduled and posted at least one day prior to their regularly scheduled day off. The starting

and stopping times shall remain constant and fixed during the weekly period, subject to the following:

An employee's scheduled shift may be changed at the Company's request.

11.09 Employees who are willing to work overtime will be required to signify by signing the overtime sheet each week. Overtime requirements will be distributed by seniority, to employees who normally perform the work requiring the overtime. Preference will be given for the shift: (weekend overtime).

Day shift workers get day shift overtime
Afternoon workers get afternoon overtime
Graveyard workers get graveyard overtime

Maintenance employees who sign the overtime list may be scheduled to work on their off days and shall be paid at the prevailing overtime rates for such work.

11.10 After two (2) or more hours of overtime consecutive to a regularly scheduled shift the Company will allow a lunch period of thirty (30) minutes to an employee and provide a lunch free of charge or allow the necessary time with pay to the employee to go home for lunch.

11.11 An employee who is called back for work after completing his day or shift shall be paid time and one-half for the hours worked but in no case shall he receive less than four (4) hours pay at straight time rate.

11.12 Any time worked on Saturday or Sunday of five and a half (5.5) hours or more shall include a thirty (30) minutes lunch break

11.13 **Spare List**

Notwithstanding any other provision of the present Agreement, the Company may employ up to ten (10) Spare Employees whose working conditions shall be governed solely by the present section:

a) Spare employees shall be selected by the Company from regular employees who are on layoff and have recall rights; if none are available, employees may be hired specifically for that purpose;

b) Spare employees will be called in when needed to replace absent employees: to that end, they must be available on one (1) hour's notice on all three (3) shifts;

c) Spare employee will be paid at the rate of the job to which they have been assigned including shift premium where applicable,

and shall be paid for the number of hours worked during each week;

d) **Effective February 6th, 2016** Spare list employees shall be entitled to **14 % in lieu of** all health and welfare benefits.

e) Preference for scheduling **for all overtime shifts** will be provided to qualified Spare Employees who have not yet worked 40 hours during the week.

11.14 **Part Time Employees (Drying, Core Composer, and Patcher)**

Notwithstanding any other provision in the present Agreement, the Company may hire part-time employees whose working conditions are defined in the present article. Employees on lay-off will be given priority over part time employees to work on weekends provided they are paid at straight time.

a) Part-Time employees may only work in the drying operation, the core composers, lift, the patchers and clean-up between 11:00 p.m. Friday and 11.00 p.m. Saturday - which constitutes their work week;

b) They may be scheduled on one (1), two (2) or three (3) shift operations;

- c) They do not accumulate seniority, nor are they entitled to health and welfare benefits nor to the pension plan;
- d) They shall be paid the prevailing job rate for the work they perform but shall not be eligible for overtime pay.

ARTICLE XII - SENIORITY

- 12.01a) The Company recognizes the principle of seniority. Seniority shall govern in promotions, transfers, layoffs and recalls after layoff, provided the employee has the necessary qualifications of knowledge, skill and ability to perform the work required.
- b) Testing prepared by the Company will be offered in French to those employees who so request in advance of such testing. Where feasible and reasonable, the Company will obtain translation for outside training. Where a test is prepared and administered by the Company a copy of an employee's results will be provided to the Union on the request of the Union.
- c) An employee's seniority shall be his length of service with the Company dating back to his original hiring day or in case his service was broken as defined in section 12.03 his hiring date after his last break in service. Employees must make all reasonable effort to

notify their supervisor if they are to be late for a regularly scheduled shift. The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

- d) An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave.
- e) An employee who has accrued seniority and is then employed by the Union or the Company in a position beyond the scope of this Agreement shall continue to accrue and retain such accrued seniority for a period not exceeding one (1) year unless otherwise mutually agreed to. Such employees may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.
- f) An employee who anticipates not to be able to report for work for reasons beyond his control, must notify the Company at the earliest possible time prior to his scheduled shift. (at least one (1) hour for employees on day shift and two (2) hours for employees on night and evening shift). The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

- g) Before returning to work after an excused absence, an employee must advise his supervisor one (1) week prior to date of return if absent for thirty (30) working days or more, and one (1) day if less than 30 working days.
 - h) Employees who are or become expectant mothers shall be allowed such time off as is medically required by their condition without loss of seniority.
 - i) An employee who has been absent from work due to accident, sickness, pregnancy or authorized leave of absence has the right to return to the job classification he held prior to such absence, providing all other conditions of this Article are met by such said employee.
- 12.02a) A new employee of the Company shall be considered a probationary employee until he has completed 240 regular hours of work in one period of employment, or any other time limit mutually agreed to by the Company and the Union, within a four (4) month period, after which his seniority shall date from his original hiring date. In all cases where the employee ceases to work for the Company, for reasons beyond his control, after he has completed 15 days of employment, the Company shall advise the Union in writing within two (2) days of such separation and give reasons for the separation.

b) Grievances may not be presented in connection with the discharge or layoff of probationary employees unless the discharge or layoff is claimed to be discriminatory.

12.03 An employee shall lose all seniority and his employment with the Company if he or she:

(a) Quits or is discharged and not reinstated.

(b) Fails to report for work following recall as provided in section 12.04 (c) or fails to return from an authorized absence on the date specified unless in either case, his return to work on time is prevented by circumstances beyond his control, and he has taken the necessary steps to advise the supervisor.

(c) Is absent without permission for two (2) consecutive days unless such absence is for reasons beyond his control and he has taken the necessary steps to advise the Company.

12.04a) In case of layoff, the Company will notify in writing the employees intended to be laid off and the Union Steward at least five (5) days in advance. **It is further understood that for market conditions, a 1-day advance notice will be given.** The Company may postpone the notice of lay-off, in this case, the original notice will remain valid for a period up to 30 days.

- b) In cases of lay-off due to break-down, the employees affected, will be paid in accordance with Article 11.07 and will not be permitted to exercise their seniority rights to another job the same day and for the following day on their scheduled shifts. Should the breakdown last more than the above-mentioned period (48) hours the employees will be permitted to exercise their seniority rights for another job on any shift in accordance with Article 12.01 (a).
- c) When the date of recall is known or anticipated at the time of lay-off, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to an employee at his given address with copy to the Union Office, at least ten (10) days, before he is required to report to work. Employees will be required to acknowledge receipt of such notice within four (4) days and report for work on the date specified, unless other arrangements have been made in writing.
- d) If as a result of a layoff or for any other reason, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference. Provided the employee has the aptitudes, skill, efficiency, and ability, he will be trained by the Company in order to meet the job requirements. An employee will be allowed

ten (10) working days in which to qualify or such other period as may be mutually agreed to.

12.05a) When an employee is transferred at the request of the Company to meet production requirements to a lower paying job, the employee will be paid at the rate of the job from which he has been so transferred.

It is understood that such transfers will be made in conformity to Article 12.01 (a).

b) For a transfer at the request of the employee, payment from the date of transfer will be made at the rate of the new occupation or classification.

c) For all other transfers (including, but not limited to transfer due to inefficiency, inability, health, safety and demotions for cause,) payment shall be made at the rate for the job to which the transfer is affected. Such payment to reflect the employees, total hours for each shift he/she is requested to be transferred.

d) Promotions shall mean advancement to a job, which carries a higher rate of pay or is a steady day job.

12.06a) Where a vacancy occurs immediate notice thereof will be posted on the bulletin board

for a period of three (3) working days for which the Company may make a temporary appointment to such vacant job. However, in case replacement is required for a vacancy of less than fifteen (15) consecutive working days, such vacancy may be filled by temporary appointment without posting.

- b) If the vacancy is the result of an illness or an accident and the length of the absence can be approximated, such vacancy will be posted and subsequent related vacancies appointed as per seniority amongst qualified employees.

- c) Seasonal work created during the log hauling from mid-November to mid-April. It is agreed that these jobs are seasonal in nature and that they will be posted. Positions left vacant by the successful candidates will be filled by appointment as per seniority amongst qualified employees. Upon completion of these positions, all affected employees will revert to their original positions. The seasonal job is Second yard lift.

- d) Employees will not be considered for a vacant job, unless they apply in writing during the three (3) day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant. A copy of the notice of vacancies, along with the names of applicants, will be given to the Union Steward.

Forms for bids will be made available to employees and all bids will be held in a sealed box to be handled and checked only by the Plant Supervisor.

- e) The vacancy will be filled by the senior applicant who, provided he has the aptitudes of skill, efficiency and ability, will be trained by the Company in order to meet the job requirements. An employee accepting the posted job shall be allowed a minimum of ten (10) working days in which to qualify or any further time as may be mutually agreed. Failure of an employee to qualify, shall entitle him to his former job. However, said employee may be reviewed after five (5) working days and if necessary may be returned to his/her former classification if mutually agreed between the Company and the Union.
- f) An employee who applies for any job vacancy must, if his seniority and qualifications permits, fill the vacancy he has applied for unless he has requested to return to his former classification within 5 days of commencing the qualification period for the new position.

12.07 In order to promote efficient operations and to encourage employees' development, the parties agree that employees may be required to obtain mandatory training up to sixteen

(16) hours per year (twenty-four (24) hours per year for Maintenance employees), as scheduled by the Company. This refers to legally required training and to training on Company programs, policies and procedures. The Company will provide ten (10) days of notice to all employees and will offer the choice of one of the two dates to choose from.

- 12.08 An employee who has successfully claimed and filled a job shall be ineligible to further bid for another vacancy before four (4) months have elapsed unless such vacancy is a promotion.
- 12.09 A seniority list shall be prepared and posted monthly on the bulletin board by the Company, showing each employee's name with Christian names, clock number and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union office.
- 12.10 An employee who has established seniority in accordance with section 12.00 of this article shall retain such seniority for twenty-four (24) months during lay-off.
- 12.11 During the course of normal operations there is an ongoing need to temporarily transfer employees to accommodate for breaks, equipment failure, production shortfalls and unexpected absences. In such situations,

notwithstanding any other provisions of this agreement, the Company may temporarily transfer employees for up to ten (10) working days without regards to seniority.

12.12 Notwithstanding any other provision of the present Agreement, the Company may create positions solely for employees assigned to suitable work under the Worker's Compensation Amendment Act 1989 (Bill 162). The Company shall not be obliged to post such positions and seniority shall not apply in the selection of employees to fill such positions.

12.13 **Effective February 6th, 2012**, an employee with three (3) or more years of continuous service for whom no job is available can upon termination elect to receive a severance allowance of one week's pay for each year of employment during his last period of continuous service (up to the date of termination) computed on the basis of forty (40) straight time hours at the employees regular rate. The maximum severance allowance payable being thirty (30) weeks. It is understood that an employee who chooses to receive his severance allowance will be terminated from his employment waiving his recall rights pursuant to this agreement.

For severance pay calculation for employees on LTD, their hiring date will

be the date that they return to work. It is further understood that their status on the seniority list will remain the same.

ARTICLE XIII - BULLETIN BOARDS

13.01 The Union shall have the right to post notices dealing with Union affairs upon bulletin boards of the Company, subject to such notices having the approval of Company management before such posting.

ARTICLE XIV - HEALTH AND WELFARE

14.01 Each bargaining unit employee with established seniority (in accordance with Article 12.02(a), shall be entitled to the benefits set out in this Article.

14.02 The Company's contribution to benefits for employees who are off work due to a workers' compensation claim or short-term disability claim will be continued for a period of up to twelve (12) months.

14.03 All insurance correspondence will be duplicated and given to the employee.

14.04 In case of STD claims, all cost of medical reports, doctors' certificate or notes requested by the Company or the Insurance Carrier will be paid in full by the Company.

14.05 The Company will supply to each employee and to the Union a pamphlet in French and in English explaining the benefits of the group insurance policy.

14.06a) **Group Life Insurance** - The Company will pay the premiums to provide a Group Life Insurance benefit to each employee of **\$90,000.00**.

b) **Accidental Death & Dismemberment Insurance** - The Company will pay the premiums to provide A. D & D benefits of **\$90,000.00**.

c) The Company will continue to pay the premiums for the benefits in paragraph 14.06 (a) and (b) for each employee until the end of the insurance policy month in which that employee is laid off.

14.07a) **Short-Term Disability Benefits** - The Company will pay the premiums to provide STD benefits to employees who qualify for such benefits (as set out below). Alternatively, the Company may arrange with an insurer for an Administrative Services Only policy which will not be interpreted in such manner as to make the Company the insurer or liable to provide the listed benefits

b) The STD benefit shall be set at seventy percent (70%), of an employee's "regular

earnings” [an employee’s current hourly wage rate multiplied by the average number of straight-time hours worked over the previous 12 weeks - to a maximum of 40], to a maximum weekly benefit of \$610.00.

- c) The STD benefit will commence:
 - i) On the first day of disability due to accident,
 - ii) On the first day of disability due to required hospitalization, or
 - iii) On the Third day of disability due to sickness.
- d) The STD benefit shall be payable for a maximum duration of **17 weeks**.
- e) Any Employment Insurance rebate provided to the Company as a result of the STD benefit will be retained by the Company.
- f) If an employee covered by the STD plan suffers a disability for which payment is in dispute or delayed with the Workplace Safety and Insurance Board, the STD benefit will be made retroactive if requested by the employee, provided:
 - 1) The employee has been absent from work for at least one month as a consequence of the disability, and

- 2) The WSIB has not yet denied the claim, and
 - 3) The employee otherwise meets the criteria for benefits established under the STD plan.
 - 4) The employee must make the election to apply for STD no later than 45 days after onset of a disability for it to be considered acceptable by the insurer.**
- g) An employee who receives benefits under Article 14.07(f), and who is later determined to be eligible for WSIB benefits in respect of the disability, shall repay to the STD plan from WSIB benefits the amount received from the STD plan under Article 14.07(f).
- h) For employees who qualify under Article XII, the Company agrees to pay an employee at his regular rate for the balance of hours in a shift lost because the employee suffered an injury while at work. Where the employee is unable to return to work after an injury at work, the employee is required to provide proof of such inability in order to qualify for this benefit.
- 14.08a) Long-Term Disability Benefits - The Company shall arrange for an LTD plan, wholly paid for by the employees by way of withholding of required contributions from the regular pay of employees. The LTD plan

- shall be administered in accordance with the terms of an insurance policy
- b) Participation in the LTD plan shall be compulsory for all employees who have established seniority in accordance with Article 12.02(a).
 - c) An insured employee shall be eligible to receive the LTD benefit after **17 weeks** of benefit entitlement for the same disability under the STD plan. Benefit payments shall not commence or continue during a strike.
 - d) The insurance plan arranged for by the Company shall have the following provisions:
 - 1) "Disability" shall mean an insured employee who has received **17 weeks** of benefits for the same disability under the STD plan and is thereafter unable because of disease or injury to work at **their own occupation** for a period of 2 years and any occupation thereafter in the Company for which he is reasonably fitted by education, training or experience. **The benefit will end at age 65 if the disability meets the terms and condition of the policy in force with the selected insurer.**
 - 2) An employee's inability, defined in paragraph 1, shall be deemed to exist if the employee is not able to earn at least

60% of his pre-injury earnings,
(reasonably adjusted for inflation).

- 3) The LTD benefit shall be calculated as 67% of the first \$2,500 of income, 50% of the next \$2,500 of income and 40% thereafter to a maximum of \$5,000 of monthly benefit. The monthly benefit will be indexed by CPI to a maximum of 3% beginning after 12 months of continuous disability.
- 4) "Monthly Earnings" shall mean, in the case of a full-time employee, 173 times the employee's Regular Hourly Rate.
- 5) "Regular Hourly Rate" shall mean the hourly rate (excluding overtime or shift premium), payable to the employee under the collective agreement immediately prior to the date on which the disability commenced.
- 6) Benefits under the LTD plan will be integrated with all other benefits received by the employee in respect of the disability.
- e) LTD benefits will be paid, one month in arrears, to a qualifying employee, so long as the employee remains entitled to benefits, for a number of months not exceeding the number of the employee's completed months of

service [prior to the commencement of the employee's receipt of LTD benefits].

f) For the period that an employee is in receipt of LTD benefits, the employee shall also continue to be eligible for benefits under the Group Life Insurance plan [Article 14.06(a)], and the Prescription Drug Benefit [Article 14.09(a)].

g) LTD benefits will cease upon the occurrence of any one of the following:

- 1) On the date the employee ceases to be Disabled as defined in the policy;
- 2) On the exhaustion of the benefit period [Article 14.08(e)];
- 3) Upon the employee reaching normal retirement age (65 years old), or
- 4) Upon the employee's death.

14.09 **Extended Health Care Benefits** - The Company will arrange and pay the premiums required to provide the following insured benefits. It is agreed that the Company may arrange for an "Administrative Services Only" plan which will not be interpreted in such manner as to make the Company the insurer or liable to provide the listed benefits:

a) **Prescription Drug Reimbursement (No OTC – Over The Counter Drugs are eligible) – This benefit will reimburse**

an employee and eligible dependant the cost of a prescription and dispensing fee as adjudicated under the pay-direct drug program of this insurer to a maximum of 90% of generic drugs. Should a generic drug not be available, then the brand name drug and dispensing fee will be covered up to 90%. Smoking cessations and sexual dysfunction drugs are not covered, fertility drugs have a \$2,400 lifetime maximum. The dispensing fee maximum allowed shall not exceed \$5 above the amount eligible from the Ontario Drug Benefit. Drugs considered experimental in nature are not considered an eligible benefit under the plan. Each drug will have a \$5.00 per prescription deductible.

- b) *Semi-Private Hospital Room* - A semi-private hospitalization benefit.
- c) *Vision Care* - This benefit will reimburse employees and eligible dependents for eligible vision care expenses at the maximum rate of \$200 once every 24 months. Effective June 1, 2010, the reimbursement amount shall increase to \$220, once every 24 months. Effective June 1, 2011, the reimbursement amount shall increase to \$240, once every 24 months.

- d) **Extended Health** - The Company will provide an Extended Health Care Plan (major medical insurance benefits) paid in full by the Company including chiropractic treatment.

14.10 **Dental Care Plan** - The Company will pay the premiums to purchase a Dental Care plan for employees and eligible dependents, with the following characteristics. It is agreed that the Company may arrange for an “Administrative Services Only” plan which will not be interpreted in such manner as to make the Company the insurer or liable to provide the listed benefits:

- a) Participation in the DC plan shall be compulsory for all employees who have established seniority in accordance with Article 12.02(a);
- b) The DC plan will provide for continuation of coverage for the period of an employee’s layoff, or approved leave of absence, only to the end of the month of the commencement of the layoff or leave of absence, but not beyond. This clause will not apply where required by statute (i.e. pregnancy and parental leave, or WSIB leave)
- c) The DC plan shall contain the following elements:

- 1) Preventative and Basic Services, with recall limited to every 9 months only, and including endodontic and periodontic services [each of which is limited to 6 units per year];
- 2) Major Restorative Services - to be reimbursed at 50%, with a \$1500 maximum per person for all services combined per benefit year;
- 3) Orthodontic Services - to be reimbursed at 50% with a lifetime benefit of \$1,250 per person.
- d) The Company will provide a copy of the DC plan to the Union.
- e) The benefits under the DC plan will be calculated based on the previous year's ODA fee guide for General Practitioners.
- f) The DC plan will not provide or continue to provide benefits where such are available or introduced under any federal or provincial legislation.

ARTICLE XV - BEREAVEMENT PAY

15.01 For an employee who has established seniority, when death occurs to a member of an employee's immediate family, that is, the

employee's, mother-in-law, father-in-law, brother, sister, children, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, spouses grandparent, grandchildren, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate for time lost up to a maximum of three (3) consecutive days. The intent of this clause is to allow the employee to attend the funeral without loss of earnings. The day of the funeral must be one of the three (3) days. Pay will be granted for the regular scheduled workdays lost during this period. Five (5) days with pay will be provided on death of an employee's spouse, children, father or mother.

Any claims for bereavement pay must be submitted by the employee to the Company in writing, along with proof of bereavement in the employee's immediate family.

It is understood that for purposes of this Article step-relatives will be considered the same as blood relatives, as listed above.

ARTICLE XVI - JURY DUTY

16.01 In the case of an employee who has established seniority and who is called for Jury service or subpoenaed as a witness, the Company shall pay for each day of such service, an allowance equal to the difference between (8)

hours of pay based on his regular straight time hourly rate and the payment he received for Court service. Arbitration and W.S.I.B. hearings are not considered Court service in the context of this Agreement. The employee will present proof of service and of pay received therefore when making his claim for such allowance. An employee who is called for Court service must notify the Company immediately.

ARTICLE XVII - MANAGEMENT RIGHTS

17.01 The Union agrees that the Company has the exclusive right and power to manage the plant, to direct the work force, and to hire, promote, transfer or lay-off employees and to suspend or discharge or otherwise discipline employees for just cause, provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provision of this Agreement.

ARTICLE XVIII - PENSION PLAN

18.01 Group RRSP

The assets of the existing pension plan shall be transferred, as soon as practicable to a Restricted-Access Group R.R.S.P. The Company shall pay the cost of transferring the existing pension assets into the Group R.R.S.P. Employees will not be able to redeem funds in their R.R.S.P. until:

- a) The employee attains the age of 55 years,
or
- b) The employee retires from employment
with the Company, or
- c) The employee is terminated from
employment with the Company, and not
reinstated, or
- d) The employee dies, or
- e) The employee is determined to be
permanently disabled.

18.02 Contribution and matching amount

- a) The Company contribution shall be set at
\$110.00 per month. Effective June 1, 2010
the Company's contribution shall be set at
\$120.00 per month. Effective June 1, 2011
the Company's contribution shall be set at
\$130.00 per month.

**Freeze Company Portion of the Pension Plan for
the first year of the Agreement (commencing with
the first day of the operation).**

- b) An employee may contribute to the R.R.S.P.
in an amount up to the Company monthly
contribution. Where an employee makes a
contribution to the R.R.S.P. in a month, the
Company shall make a further contribution in
the same amount as the employee's
contribution.

c) Employees/employer contributions to be deposited in the members account not later than 7 calendar days in the following month in which the contributions/deductions are made.

18.03 The Company shall make weekly deductions from an employee's pay and shall contribute the monthly required contribution set out in Article 18.02 above to each member's account each month, in which a member who has not attained age 65 is entitled to receive pay for time worked or is on:

- a) Short Term Disability Benefits
- b) The first twelve (12) months of benefits under the *Workplace Safety and Insurance Act*.
- c) Vacation, or Jury Duty, Bereavement Leave, Maternity Leave, Apprenticeship Leave or other leave authorized by the Company.

18.04 Full time employees will join the plan after completing one year of continuous service. Committee to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

18.05 Upon early retirement and up to age 65, employees shall receive the benefits of the

Drug Plan, if the employees agree to pay the annual premium, payable in one lump sum at the beginning of each year.

ARTICLE XIX - BRIDGING SUPPLEMENT

19.01 The Company agrees to provide an early retirement payment to employees who retire prior to attainment of age 65. This opportunity will apply only to employees who reach 58 years of age and have worked more than twenty (20) years for the Company.

Employees making this choice will receive \$20.00 per month per year of service. The above will continue until attainment of age 65 or the death of the retiree which ever occurs first. Example: 30 years service x \$20.00 = \$600.00 per month.

Both parties agree that there will be no bridging supplement for the first year of plant operation after which point the Company and the Union will review if it will be re-instated.

It is further understood that the members who are presently receiving Bridging Supplement will continue to receive the bridging supplement.

ARTICLE XX - LONG SERVICE

20.01 Supplemental Long Service Award

Employees who reach 60 years of age and have worked more than twenty (20) years for the Company, but who continue to work, shall receive a Supplemental Long Service Award in the amount set out below, payable on June 1st:

- a) In the first year that the employee is eligible, a gross lump sum payment equal to 2% of past year's gross earnings and one week vacation;
- b) In the second year that the employee is eligible, a gross lump sum payment equal to 4% of past year's gross earnings and two weeks vacation;
- c) In the third year that the employee is eligible, a gross lump sum payment equal to 6% of past year's gross earnings and three weeks vacation;
- d) In the fourth year that the employee is eligible, a gross lump sum payment equal to 8% of past year's gross earnings and four weeks vacation;
- e) In the fifth year that the employee is eligible, a gross lump sum payment equal to 10% of past year's gross earnings and five weeks' vacation.

Both parties agree that there will be no supplemental long service award for the first year of plant operation after which point the Company and the Union will review if it will be re-instated.

20.02 Special Long-Service Award

- a) The Company agrees to provide a Special Long Service award as calculated in this Article, to employees who elect early retirement as provided for in paragraph (d) below.
- b) The Special Long Service Award shall be a one-time, lump-sum payment to the employee and shall be determined by reference to the commencement of the employee's early retirement as follows:

<u>Year of Early Retirement</u>	<u>Value</u>
1 st year of eligibility	5 weeks pay
2 nd year of eligibility	4 weeks pay
3 rd year of eligibility	3 weeks pay
4 th year of eligibility	2 weeks pay
5 th year of eligibility	1 weeks pay

- c) The Special Long Service Award shall be paid by the Company to the employee within 90 days of the commencement of the employee's early retirement.

d)An employee shall be eligible for early retirement under this Article who has reached the age of sixty years (60), and who has completed 20 years of service with the Company.

Both parties agree that there will be no special long service award for the first year of plant operation after which point the Company and the Union will review if it will be re-instated.

ARTICLE XXI - PAID EDUCATION LEAVE

21.00 Effective from **February 6th, 2012** (.04) cents per regular hours worked for each employee shall be paid to the Union Office in order to pay for Educational needs of the members.

Paid Educational leave frozen until February 5th, 2014.

**SIGNED IN COCHRANE, ONTARIO THIS ____
DAY OF _____ 2012.**

FOR THE COMPANY: FOR THE UNION:

Stephen Depow

Guy Bourgouin

Eric Carroll

Mark Kerr

Girard Lamothe

Classification	June 2010	New 2012
Carry Lift Operator	\$ 22.72	\$ 19.31
Dbarker Operator	\$ 22.01	\$ 18.71
Ponds	\$ 21.73	\$ 18.47
Swing Saw	\$ 22.01	\$ 18.71
Lathe Operator 8 Foot	\$ 22.88	\$ 19.45
Lathe Operator 4 Foot	\$ 22.72	\$ 19.31
Chipper Operator	\$ 22.01	\$ 18.71
Clipper Table 8 Ft (2nd)	\$ 22.01	\$ 18.71
Clipper Table 4 Ft (2nd)	\$ 21.73	\$ 18.47
Dryer Operator	\$ 22.01	\$ 18.71
Core Composer	\$ 22.01	\$ 18.71
Core Saw	\$ 22.01	\$ 18.71
Patcher	\$ 21.91	\$ 18.62

Classification	June 2010	New 2012
Clean up Man	\$ 21.73	\$ 18.47
Glue Area Supervisor	\$ 22.38	\$ 19.02
Glue Spreader Operator	\$ 22.38	\$ 19.02
Press (Lead)	\$ 22.09	\$ 18.78
Press (Helper)	\$ 21.91	\$ 18.62
Trim Saw Operator	\$ 22.19	\$ 18.86
Putty Line	\$ 21.91	\$ 18.62
Sander Operator	\$ 22.19	\$ 18.86
Panel grader	\$ 22.19	\$ 18.86
Spare Man	\$ 22.38	\$ 19.02
Material Handler	\$ 21.91	\$ 18.62
Knife Grinder	\$ 23.08	\$ 19.62
Veneer Grader	\$ 22.14	\$ 18.82

Classification	June 2010	New 2012
Electrician Lead	\$ 28.36	\$ 28.36
Electrician "A"	\$ 26.44	\$ 26.44
Electrician "I"	\$ 24.98	\$ 24.98
Electrician "II"	\$ 24.08	\$ 24.08
Electrician "III"	\$ 23.75	\$ 23.75
Electrician "IV"	\$ 23.41	\$ 23.41
Electrician Helper	\$ 22.34	\$ 22.34
Millwright Lead	\$ 28.36	\$ 28.36
Millwright "A"	\$ 26.44	\$ 26.44
Millwright Oiler	\$ 26.06	\$ 26.06
Vibration Analyst	\$ 26.44	\$ 26.44
Millwright "I"	\$ 24.98	\$ 24.98
Millwright "II"	\$ 24.08	\$ 24.08

Classification	June 2010	New 2012
Millwright "III"	\$ 23.75	\$ 23.75
Millwright "IV"	\$ 23.41	\$ 23.41
Millwright Helper	\$ 22.34	\$ 22.34
Machinist "A"	\$ 26.44	\$ 26.44
Machinist "I"	\$ 25.59	\$ 25.59
Machinist "II"	\$ 24.75	\$ 24.75
Machinist "III"	\$ 24.43	\$ 24.43
Machinist "IV"	\$ 24.05	\$ 24.05
Machinist Helper	\$ 22.95	\$ 22.95
Welder "A"	\$ 26.44	\$ 26.44
Welder "I"	\$ 25.59	\$ 25.59
Welder "II"	\$ 24.75	\$ 24.75
Welder "III"	\$ 24.43	\$ 24.43

Classification	June 2010	New 2012
Welder "IV"	\$ 24.05	\$ 24.05
Welder Helper	\$ 22.95	\$ 22.95
Mechanic "A"	\$ 26.44	\$ 26.44
Mechanic "I"	\$ 25.59	\$ 25.59
Mechanic "II"	\$ 24.75	\$ 24.75
Mechanic "III"	\$ 24.43	\$ 24.43
Mechanic "IV"	\$ 24.05	\$ 24.05
Mechanic Helper	\$ 22.95	\$ 22.95
Carpenter	\$ 25.59	\$ 25.59
Carpenter Helper	\$ 22.95	\$ 22.95
Truck driver	\$ 23.60	\$ 20.06

JOB DESCRIPTION FOR TRADES AND HELPERS

1. Millwright Trade

Millwright Helper

Works as a trades helper, will be assigned to and take necessary direction from a Millwright "II", "I", "A" or "Lead".

A helper must be capable of performing independently wash jobs, greasing and oiling.

Shall be up-graded prior to or at the end one (1) year period to Millwright "IV".

Millwright "IV"

Shall be qualified to assist and work under the direction and instructions of Millwright "II", "I", "A" or "Lead". He will work alone at time performing assignments in keeping with his training.

During the course of his year, trainee must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be exposed to and begin the process of learning techniques required in trouble shooting key production machinery, pipefitting, basic welding and machining, but will not be expected to

display a high degree of proficiency in these areas at this point.

Millwright "III"

Must be capable of performing the tasks of fitting, aligning, lubrication and able to operate all shop tools and machines.

Must under direction become proficient in basic welding and pipefitting as well as dismantling and reassembly of plant equipment.

Under direction, will continue to develop skills in trouble shooting all plant equipment and improve his skill at machining parts and be exposed to basic principles of hydraulics and pneumatics.

He may work alone occasionally, but will require direction and instructions from Millwright "II", "I", "A" and "Lead".

Millwright "II"

Must be capable, without direction, of fitting, aligning and lubricating, and taking apart and reassembling plant equipment. In addition, is expected to be able to weld, operate shop tools and do pipefitting as required.

Must under direction, become proficient at effective methods of trouble shooting and repairing hydraulic, pneumatic and mechanical faults in plant machinery.

Must under supervision, become proficient at reading and understanding blue prints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

Millwright "I"

Must be capable without direction, of performing all practices under Millwright "II", "III" "IV". Must take full responsibility for work done by himself or his assistant.

Millwright "A"

Must be in possession of a Millwright Certificate.

Millwright "Lead"

A millwright "Lead" must possess the qualifications set out under Millwright "A" and seniority shall not apply in the selection.

2. Electrician Trade

Electrician Helper

Will obtain practical experience at the plant level by working as an assistant to the Electrician as assigned. Shall under the direction and supervision of the Electrician and Supervisors perform work common

to the electrical trade on all types of machines and equipment used in the production of Plywood.

Shall be up-graded prior to or at the end of one (1) year period to Electrician "IV".

Electrician "IV"

Shall have successfully passed exams following his 1st year of apprenticeship in the electrical trade, or shall have completed one year in the classification of electrician helper.

Shall under direction from the electrician or supervisor obtain practical experience at the plant level allied to the 2nd year theory taught at the Provincial school and will be expected to perform work common to the Electrical Trade on all types of machines and equipment used in the production of Plywood.

Electrician "III"

Shall have successfully passed exams following his 2nd year of apprenticeship in the electrical trade, or shall be capable:

Under the direction of an Electrician "II", "I", "A" and "Lead" to install and maintain all electrical equipment in the plant.

Shall gain practical experience allied to the third year theory taught in the Provincial school.

Electrician "II"

Shall have successfully passed exams following his 3rd year of apprenticeship in the electrical trade, or shall be capable:

Of assuming responsibility for the installation and maintenance of all electrical equipment in the plant.

Shall continue to gain practical experience allied to subject material taught in the fourth year or apprenticeship.

Electrician "I"

Shall have successfully completed the full course for the trade of maintenance electrician and received a certificate of apprenticeship or:

Shall be proficient in the installation and maintenance of all electrical equipment in the plant and assume responsibility for all work done by himself and his assistants.

NOTE: Providing he has completed the time in the trade necessary to write for a provincial trade certificate, he may write for such certificate and receive the "I" rate immediately following successfully passing the examinations.

Electrician "A"

Must be in possession of a Provincial Journeyman Trade Certificate.

Electrician "Lead"

An electrician "Lead" must possess the qualifications set out under electrician "A" and seniority shall not apply in the selection.

3. Mechanic Trade

Mechanic Helper

Work as a trades helper, will be assigned to and take necessary direction from Mechanic "II", "I", "A" or "Lead".

Must be capable of performing independently, wash job, oil changes, greasing and tire repairs.

Shall be up-graded prior to or at the end of one (1) year period to Mechanic "IV".

Mechanic "IV"

Shall be qualified to assist and work under the direction and instructions of Mechanic "Lead", "A", "I" or "II". During the course of his year training, he will be exposed to and begin the process of learning techniques required in trouble shooting key production equipment, but will not be expected to

display a high degree of proficiency at this point. A Mechanic Class "IV" will commence to accumulate common mechanical tools.

Mechanic "III"

He shall be capable under direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment and other equipment generally used in company operations.

Mechanic "II"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in Company operations and will be required to direct assistants working under him.

Mechanic "I"

Must be qualified to carry out the responsibilities of the trade as outlined by the Act. He must assume full responsibility for all work performed by himself or his assistants. Must be in possession of a Provincial Trade Certificate as recognized by the Ministry of Labour of Ontario.

Mechanic "A"

Must be in possession of a Provincial Trade Certificate as recognized by the Ministry of Labour of Ontario.

Mechanic "Lead"

A mechanic "Lead" must possess the qualifications set out under Mechanic "A" and seniority shall not apply in the selection.

4. Millwright Oiler

Shall be capable to perform independently wash jobs, greasing and oiling. Required to work as an assistant to Millwrights as assigned. Shall be given the opportunity to enter into a contract of apprenticeship in the Millwright trade if he so desires.

5. Welder Trade

Welder Helper

Required to work as an assistant to welders or Millwright as assigned. He shall be upgraded prior to or at the end of one- year period to Welder Class "IV". In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

Welder "I"

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity to work in other positions.
2. Cutting, soldering and brazing.

He may be assigned to work as an assistant to Millwrights "II", "I", "A" or "Lead" as the need may arise.

Welder "III"

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall also have an understanding of types of flames, oxidizing and carbonizing. He may be assigned to perform under direction of Millwright "II", "I", "A" or "Lead", tasks normally assigned to the trade of Millwright.

Welder "II"

Shall be capable without direction of performing all jobs assigned to him in an effective manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing both types of welding in all positions with all metals in the Company operations.

He may be assigned to perform under direction of Millwright "I", "A" and "Lead", tasks normally assigned to the trade of Millwright.

Welder "I"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall have an understanding of types of flames, oxidizing and carbonizing.

He shall be proficient in both types of welding in all positions with all metals used in the Company operations.

He must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He may be assigned to perform tasks normally assigned to the Trade of Millwright.

Welder "A"

He must be in possession of a Welder H.P. Certificate. He may be assigned to perform tasks normally assigned to the trade of Millwright.

Welder "Lead"

A Welder Lead must possess the qualifications set out under Welder "A" and seniority shall not apply in the selection.

6. Machinist Trade

Machinist Helper

Required to work as an assistant to Machinists as assigned. He shall be upgraded prior to or at the end of one year period to Machinist Class "IV".

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

Machinist "IV"

Must have satisfied to Article I of the TRADE APPRENTICE PROGRAM.

Machinist "III"

Must have successfully completed fist year training program in that trade.

Machinist "II"

Must have successfully completed the Second Year Training Program in that Trade.

Machinist "I"

Must have successfully completed the third year Training Program in that trade, or must be capable under direction of performing all machinist jobs assigned to him in an efficient manner.

Machinist "A"

Must be in possession of a Provincial Certificate of Qualification in that trade.

Machinist "Lead"

A machinist lead must possess the qualifications set out under Machinist "A" and seniority shall not apply in the selection.

TRADE APPRENTICE PROGRAM

1) Apprenticeship openings will be filled in accordance with the provisions of Section 12.06 (Job Postings). Applicants to be advised that they will require grade 12 or equivalent.

(2) There will be a probationary period of up to three months prior to entering into an apprenticeship agreement during which time the employee may return or failing to display the necessary mechanical aptitude, be returned to his former department without loss of Seniority.

(3) Any helper who fails his first year exams shall be required to be re-examined within 12 months but not earlier than 6 months. Failure to pass the re-examination will result in the apprentice being dropped from the program and returned to his former department without loss of Seniority. The above will not apply to the persons currently employed in any of the categories of Trades in the event that they shall become indentured in the future or are currently indentured.

(4) Once an employee enters an apprenticeship contract, it is expected he will continue to fulfil the obligations of the contract, including necessary training periods in a vocational school.

(5) The Company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his regular straight time rate, multiplied by 40 hours per week. For purposes of calculation the Canada Manpower at home allowance shall be used.

(6) Providing a journeyman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the "A" rate immediately following completion of his course of studies.

The Company will continue to pay the employee for wages and benefits while in attendance at Trade School. The Company will provide all necessary

books, which will remain the property of the Company upon completion of the respective term.

7) It is agreed that when a journeyman has successfully attained his/her trade certificate/license, she/he will, at the request of the Company, remain employed with the Cochrane plywood plant in the appropriate trade for a minimum of 5 years. In the event that the employee quits or transfers to another position outside of his/her trade, the employee agrees, with surety, that he/she will reimburse True North Hardwood Plywood Inc. the training costs and tool allowance obtained, if any, while within the trade apprenticeship program. Notwithstanding to the above, both parties can mutually agree to waive the above conditions.

MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of September, an evaluation Committee consisting of the Plant Manager or his representative and the Maintenance Supervisor, together with a qualified union Member and a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of "I", with a view to up-grading personnel who qualify.

If up grading is necessary in the interim, it will be done by the Plant Manager and the Maintenance Supervisor.

LETTER OF UNDERSTANDING

BETWEEN

**TRUE NORTH HARDWOOD INC.
(COCHRANE DIVISION)**

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

Re: Safety

There will be established and maintained a Joint Consultation Committee comprised of the Union Grievance Committee and the Union Representative(s) and Company Representatives. The Company and the Union agree that such said Committee will meet periodically and discuss matters that may arise during that period and try to settle them in a way that will be most satisfactory to all.

This Committee shall also have authority to consider all such question as will tend to improve conditions for all concerned in the Company's operation and make recommendations to the Company and the union accordingly. No recommendations of this Committee shall be effected unless final approval is given by the Company and the Union in the form of a written and signed agreement.

2. **Re: 10.01 (a)**

Upon the authorized approval of the injured worker full discussion on the matter of assistance to employees who become sick or injured at work will be brought up at the Joint Consultation Committee's next meeting.

3. **Re: 10.01 (b)**

The Company agrees to supply gloves in different sizes as required.

4. **Re: 10.03 (a)**

Adequate hot water supply for hot beverages and a telephone for local calls will be provided in the lunchroom.

5. **Re: Lay Off of 5 Working Days or Less**

Senior employee affected by a lay-off of 5 working days or less will be transferred by Company as per seniority and qualifications. Employees being so transferred, shall receive the rate of the classification to which he is transferred. In case he is transferred to a lower job classification, the employees affected shall retain the rate of his previous job classification.

**SIGNED IN TIMMINS, ONTARIO THIS 23rd
DAY OF October 2007.**

FOR THE COMPANY: FOR THE UNION:

Rick Linklater

Guy Bourgouin

Lisa Wilson

Eric Carroll

Alain Tremblay

Daniel Jirovec

Eric Bouchard

Girard Lamothe

Jaime Blais

Dian Girard

Leon Lamarche

LETTER OF UNDERSTANDING

BETWEEN

**TRUE NORTH HARDWOOD INC.
(COCHRANE DIVISION)**

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

For the anticipated construction work and/or renovation of the mill, the company and its contractor(s) if any, agree to give preference to employees on lay-off to perform manual work.

**SIGNED IN TIMMINS, ONTARIO THIS 23rd
DAY OF October 2007.**

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LETTER OF UNDERSTANDING

BETWEEN

**TRUE NORTH HARDWOOD INC.
(COCHRANE DIVISION)**

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

Re: Electronic Accreditation

This letter outlines the eligibility and standards for the different levels of electronic accreditation for electricians at Norbord's Cochrane mill.

There will be (2) levels of accreditation, available to all Electrician 'A's.

Level 1 - \$0.34/hr premium (not pyramided)

Level 2 - \$0.35/hr premium (not pyramided)

The first level requires completion of Allen Bradley's Basic PLC course or recognized equivalent, along with a proven ability to use the PLC as a trouble shooting tool. In addition the electrician must be able to make basic program changes and forces required to repair and keep equipment running through their shift.

The second (and final) level requires the electrician to be capable of writing a basic program on his/her own as well as being able to trace and trouble-shoot the data manipulation portions of our programs such as FIFO's and math calculations.

Qualifications to be assessed by the Lead Electrician and the Electrical Supervisor upon a candidates' review.

**SIGNED IN TIMMINS, ONTARIO THIS 23rd
DAY OF October 2007.**

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LETTER OF UNDERSTANDING

BETWEEN

**TRUE NORTH HARDWOOD INC.
(COCHRANE DIVISION)**

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

Re: Training

Training at True North Hardwood Cochrane will be performed using the following guidelines:

- 1. The company will fill Green End positions that are currently open on Red, Green and Blue shifts first. This will help ensure sufficient coverage when no one has signed the OT list.**
- 2. The company nurse will be consulted before each candidate is chosen. She will review current restrictions and any past history/pattern that would prevent the worker from successfully performing the job. A clearance form may be required from their family doctor.**
- 3. The employee will be chosen by the shift that they are required on. (i.e. If there is a shortage of trained patcher operators**

on the red shift, a person from the red shift would be chosen).

4. This training database will be used for mill wide production positions.
5. An employee, who has requested to be trained on a certain job by signing the training request form and has been selected for the training, shall be allowed a minimum of (10) working days in which to qualify or any further time as may be mutually agreed. However, the employee may be reviewed after (5) working days and if necessary may be removed from the training.

The company will choose one person to be trained and then train one senior person. This would mean (1) senior person on the shift that has signed a training request for (1) non senior person on the shift that has signed a training request. A database will be used to track the order to ensure this is followed. This may be for 2 different positions depending on what is needed on that shift.

**SIGNED IN TIMMINS, ONTARIO THIS 23rd
DAY OF October 2007.**

FOR THE COMPANY: FOR THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN

**TRUE NORTH HARDWOOD INC.
(COCHRANE DIVISION)**

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

Re: Performance Improvement Committee

It is agreed that the parties will implement a Performance Improvement Committee which will be consisting six (6) persons (three (3) from the Company and three (3) from the Union).

This committee will determine term of reference (be strategic, provide leadership, oversee, interact with corporate), they will develop subcommittees, time frames, and deliverables.

The mission of the Committee will be to improve the performance, better services to the costumers, determine better ways to reduce costs, and increase revenues.

It is further understood that this Committee will not in any way erode functions of the pre-existing committees.

**SIGNED IN TIMMINS, ONTARIO THIS 23rd
DAY OF October 2007.**

FOR THE COMPANY: FOR THE UNION:

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