

COLLECTIVE AGREEMENT



- between -



**Domtar
Dryden Operations
- and -**



**Effective:
September 1, 2018 to August 31, 2022**

2018 – 2022

AGREEMENT

Between

DOMTAR INC.



DRYDEN FORESTLANDS

And

**UNIFOR
LOCAL 324**

SEPTEMBER 1, 2018 TO AUGUST 31, 2022

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COLLECTIVE AGREEMENT

Between

**Domtar
Dryden Forestlands
(Hereinafter referred to as the "Company")**

And

**UNIFOR
LOCAL 324
(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 living conditions as specified in this agreement, 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 protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustment 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 as set forth herein.

There shall be no discrimination, harassment or intimidation against anyone. Nothing in the Collective Agreement shall conflict with any Provincial or Federal legislation.

The use of masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE II - PERIOD

2.01 The Collective Agreement will be renewed for a period of four (4) years, September 1, 2018 to August 31, 2022.

All other provisions of this Collective Agreement taking effect on September 1, 2018 will remain effective up to and including August 31, 2022, and from year to year thereafter unless either party desires to change or terminate the 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 September 1st of the 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 III - RECOGNITION- JURISDICTION

3.01(a) The Company recognizes the Union as the sole collective bargaining agency for all of its employees who are engaged in woods operations on the limits, and on the work sites, of the Company. For purposes of this article, Company employees shall be all those employed in the job classifications set out in the wage schedule attached to and forming a part of this Agreement, including those who are employed on job classifications which may be established and become part of the attached wage schedule during the term of this Agreement.

3.01(b) The employees of contractors engaged by the Company on the limits and work sites 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.

3.01(c) The Company and the Union agree that an operator who enters into a third party agreement with the Company and the Ministry of Natural Resources, and produces forest products for the Company or any

of the negotiating companies, shall have an agreement with the Union covering such operations.

3.01(d) There shall be no change in the method by which contractors maintain their equipment. Mechanical work shall be performed by members of Local 324. This shall not apply to specialized or warranty work.

Specialized work is work that the employees do not have the ability or facility to perform.

3.02 Supervisory personnel, 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.

3.03 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 union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE IV - RATES AND CLASSIFICATIONS

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 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 Stage 3 of the Grievance Procedure.

4.03 When changes are to be made in operating methods, including major alterations in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least thirty (30) days advance notice in writing.

During the 30-day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union and discuss such changes.

For the new job classifications the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the Wage Schedule.

Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes shall commence without delay.

After agreement is reached such rates shall become part of the attached Wage Schedule.

In the event that the parties do not reach agreement on the rates for the new classifications within thirty (30) days of the effective date of the change or alteration, the matter may be referred to Stage 3 of the Grievance Procedure. The 30-day period may be extended by mutual consent of the parties.

New rates, when established, shall be retroactive to the date of establishment of the new classifications.

4.04 The Company agrees that when a rate for a job classification is or becomes part of the attached Wage Schedule, the Company will not change the method of payment for such job classification from day work to piecework or vice versa if such a change adversely affects the average earnings of the employees concerned.

ARTICLE V - UNION MEMBERSHIP

5.01 The Company agrees that it is in favour of its employees covered by this Agreement becoming members of the Union and will facilitate Union membership solicitation as hereinafter provided.

5.02(a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the

term of this Agreement. In the event of the Union suspending a member, the Company shall be notified by the Union, in writing, of the date of the suspension and the Company agrees to discharge the employee within seven (7) days of the date of notice of suspension.

5.02(b) When hiring new employees the Company will, after complying with Article XII – Seniority, give preference to Unifor Union members who apply and are capable of doing the work required of them. If Union members are not available the Company will hire non-Union persons. The Company agrees to advise the Union from time to time of its labour requirements. The Company shall furnish the Union Steward with a list of new employees arriving in camp each week.

5.02(c) New employees shall make application to join the Union when first approached to do so by a duly authorized Union Steward, Official or Representative. The Company shall upon hiring advise all new employees by letter, with a copy to the Union Steward, to report to the Steward within five (5) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

5.02(d) The Company shall put employees on check-off at the time of hire or return to work and deduct the

Union's monthly membership dues from monies due the employee.

5.03 Representatives of the Union carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to Company operations.

Credentials carried by the Union representative shall consist of a Certificate of Authority signed by the President and Secretary of the Union. Representatives shall present their credentials at the Forestlands Office in Dryden, Ontario, and will be issued Company passes. On arrival at camp the Union representative will report to the Camp Supervisor. Said representatives to be provided board and lodging, if available, on the Company premises at the prevailing contract rate.

5.04(a) The Union shall furnish the Company with a list of local officers and representatives and shall amend these lists as changes occur.

5.04(b) The Company will furnish a list of supervisory personnel to the Union office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

- 5.05 The Company agrees for an individual employee who is a member of the Union or becomes a member, to deduct upon the employee's written request, union initiation fees and/or monthly membership dues from monies due the employee. The deduction authorization shall be transferred from camp to camp during the course of his or her employment.
- 5.06 Remittance of all deductions shall be sent to the local Union: said remittance to be accompanied by itemized lists in alphabetical order in duplicate of names with Christian names where available and amounts by camp. The Company will ensure these lists will be forwarded no later than the fifteenth (15th) of the following month.
- 5.07 The Company agrees to include on each employee's income tax slip (T-4) the amount of Union Dues deducted in the calendar year.

ARTICLE VI -VACATION WITH PAY

- 6.01(a) Vacation Pay shall be paid to each employee on a bi-weekly basis.
- 6.01(b) Each 2% increment of Vacation Pay entitles an employee to one (1) week of time-off.

An employee who has been continuously employed for one (1) year, has the right, and is expected to

take their full entitlement to time off, at a time or times satisfactory to the employee and their Supervisor.

An employee has the right to take their full entitlement to time-off, whether or not the employee has worked continuously for one (1) year, at a time or times satisfactory to the employee and the Supervisor.

6.02 Vacation with Pay credits shall be paid on the following basis:

- a) 4% of gross earnings for employees who have worked less than 800 days.
- b) 6% of gross earnings for employees who have worked 800 days or more but less than 2,000 days.
- c) 8% of gross earnings for employees who have worked 2,000 days or more but less than 4,000 days.
- d) 10% of gross earnings for employees who have worked 4,000 days or more but less than 5,400 days.
- e) 12% of gross earnings for employees who have worked 5,400 days or more but less than 6,500 days
- f) 14% of gross earnings for employees who have worked more than 6,500 day.

g) Supplementary Vacation with Pay

Employees who have worked more than 5,000 days for the Company shall receive the following additional vacation in the calendar year in which they attain:

- Age 60 - 1 week (2% of gross earnings)
- Age 61 - 2 weeks (4% of gross earnings)
- Age 62 - 3 weeks (6% of gross earnings)
- Age 63 - 4 weeks (8% of gross earnings)
- Age 64 - 5 weeks (10% of gross earnings)

6.03 Days worked for the purposes of this Article shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist or chiropractor, and all days on temporary leave of absence on Union business, or on off-the-job training, vacation, holidays with pay, jury duty, subpoenaed witness and bereavement leave. An employee who has established seniority in accordance with Section 12.02 of Article XII shall retain their accumulation of days for their rate of vacation pay for as long as the employee retains seniority rights with the Company.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 Employees who qualify under Section 12.02 shall be paid without the performance of work for the following

holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When any of the above holidays fall on Saturday, it shall be observed on the preceding Friday, and if the holiday falls on Sunday, it will be observed on the following Monday.

Employees who have accumulated one hundred and twenty (120) days seniority will be granted two (2) floating holidays per year. Such holidays will be taken at a time satisfactory to the employee and the supervisor.

An employee who by reason of lay-off is prevented from taking their floating holidays shall receive pay in lieu of such holidays.

If an employee has any floating holidays remaining on December 1st, the employee may elect to take pay in lieu of time off.

7.02(a) An employee, who qualifies under Article XII, Section 12.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and does not leave work sooner than two (2) days before the holiday, and is ready for work on the morning of the second (2nd) day after the holiday, unless their return to work on time is

prevented by circumstances beyond the employee's control, shall receive pay for the holiday unless the employee quits during the thirty (30) day period immediately prior to the holiday.

An employee, who desires to leave prior to the holiday and is ready for work for the second day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at Camp level or at Management level.

7.02(b) If an employee, who qualifies under Section 12.02 and who works any of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave of absence other than as provided in 7.03 when the holiday occurs, the employee shall receive holiday pay for the first holiday that occurs during their absence, provided the employee returns to work on time, unless their return to work on time is prevented by circumstances beyond the employee's control.

7.02(c) An employee, who qualifies under Section 12.02, who is obliged to cease work due to a lay-off during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such 30 day period.

7.02(d) An employee, who qualifies under Section 12.02,

who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for the holiday(s) within such 21 day period.

7.02(e) If an employee who qualifies under Section 12.02 is recalled and works any time during the 14 calendar day period immediately following the holiday, the employee shall receive holiday pay for the preceding holiday.

7.02(f) An employee who qualifies under Section 12.02 and is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.

7.03(a) If qualified, a pieceworker will be paid at the rate of Feller (Tree Length Skidding) for the holiday, and a day worker shall be paid a day's pay at his or her regular rate for the holiday.

7.03(b) A day worker who is requested to work on any holiday shall be paid for all time worked at the rate of time and one-half the employee's regular rate for the first eight (8) hours of work and at the rate of double time after eight (8) hours of work, and, if qualified, in addition, shall receive one day's pay at such regular rate in lieu of the holiday.

7.03(c) A pieceworker who is requested to work on a

holiday shall receive their earnings plus one-half day at the Feller (Tree Length Skidding) rate and, if qualified, shall receive in addition one day at the Feller (Tree Length Skidding) rate.

Double time will be paid after eight (8) hours of work on a holiday.

ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

8.01(a) It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. To this end it is agreed that periodic meetings will be held between the Company and the Union to discuss the interpretation and administration of this Agreement.

8.01(b) It is agreed that no grievance shall be processed which usurps the rights of Management.

8.01(c) It is generally understood that an employee has no grievance until they have given their Foreman an opportunity to adjust the complaint. This may be done during working hours.

8.02(a) The Union shall arrange for the election from its working membership at each camp, by the members therein, of a Union Grievance Committee of three (3), headed by a Union Steward who shall act as spokesperson for the Committee. In the absence of the Steward the Company will recognize a delegated

member of the Grievance Committee as spokesperson. Immediately after an election, the Union Grievance Committee in the camp will notify the foreman in writing as to the names of the Union Steward and the members of the Union Grievance Committee elected and the foreman will acknowledge in writing the receipt of such notice. The Company foreman shall not be required to recognize either the Union Steward or the Union Grievance Committee until such time as this procedure is carried out.

8.02(b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Grievance Committee.

8.03 A grievance under the provisions of this Agreement is defined to be any differences 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.

8.04 Grievances as defined above may be taken by the employee, by the Union Steward or the Union representative having jurisdiction directly to the employee's immediate supervisor for adjustment outside of working hours. The grievance shall be presented without undue delay. Any grievance submitted to the foreman, in accordance with this procedure, in writing, will be disposed of by the

foreman in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within forty-eight (48) hours, then,

STAGE 2 - The matter shall be taken up by the Union Grievance Committee and/or the area Vice-President or their designate with the Division Superintendent or their designated representative within ninety-six (96) hours, in writing, on forms to be supplied by the Union. The Division Superintendent shall make a reply in writing within a further ninety-six (96) hours. Failing a satisfactory adjustment, then,

STAGE 3 - The matter shall be taken up by the Executive Officers of the Local Union and/or their designates with the Production Manager, Forestlands, of the Company, or their representative. Failing a settlement within seven (7) days, then,

STAGE 4 - The matter shall be referred to the Resident Manager, Forestlands, of the Company, or their representative and a Union Committee, accompanied by the Union's President and the National Representative. Failing a settlement within fifteen (15) days, then,

STAGE 5 - Either party may, within the following fifteen (15) days, refer the matter to arbitration.

8.05 A grievance arising from a claim by an employee that their 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 not later than ten (10) days after the discharge or suspension becomes effective. When such an employee's grievance is not processed from the first stage before the employee leaves the camp, it must be processed starting at the third stage of the grievance procedure. In case of discharge, or suspension by the Company, the Company will immediately notify the employee in writing of the reason for such discharge or suspension. A copy of such notice shall be submitted to the Union Steward within twenty-four (24) hours. In the event that an employee is found by an Arbitration Board to have been unfairly discharged, or suspended by the Company, the Company agrees that the employee will be reinstated on his or her job under terms and conditions decided by the Arbitration Board.

8.06 Grievances which involve Company policy in respect to interpretation, application, administration, or alleged violation of the Agreement, may be processed commencing at Stage 3 of this Grievance Procedure.

8.07 If the Company has a grievance as defined in Section 8.03 it shall commence at Stage 3 of this Grievance Procedure by the Forestlands Manager or

their representative presenting the matter in writing to the Officers of the Union. Failing satisfactory settlement within seven (7) days, then the matter shall be referred to the president of the Union or their representative by the Vice President Forestlands, of the Company or their representative. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days refer the matter to Arbitration.

8.08 In arbitration the Company and the Union shall each select one (1) person; these two shall select a third person who shall act as Chairperson. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. This Arbitration Board shall convene and render a decision promptly and such decision shall be final and binding on both parties of this Agreement. In the event of the failure of the two (2) persons selected by the respective parties to select a third person as provided above, they shall ask the provincial Minister of Labour to appoint a third person. Nothing herein shall prevent the parties from mutually agreeing to a sole arbitrator to arbitrate grievances arising out of discipline or discharge.

8.09 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function

of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.10 Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour, and shall share equally in the fees and expenses of the third member of the board.

8.11 Saturdays, Sundays, Statutory and Legal Holidays shall not be included in any time limits in this Article of the Agreement.

ARTICLE IX - NO STRIKE - NO LOCKOUT

9.01 There shall be no strikes caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE X - WORKING AND LIVING CONDITIONS

It is understood and agreed that where article X is in conflict with Appendix B of the Collective Agreement, in whole or in part, the terms and conditions as set out in Appendix B will supersede same.

10.01 It is agreed that the Company and the Union shall

cooperate collectively in improving safety and first-aid practices. The Company and the Union agree to set up and maintain a joint safety committee in each camp to promote safe working conditions and practices. There will be at least two (2) meetings of the Safety Committee each calendar quarter. The position of the Chairperson shall alternate between a Company Co-Chairperson and a Union Co-Chairperson. The Chairperson of each meeting shall make a report in triplicate - copies going to the Company Office, the Union Office, and the Camp Bulletin Board. There will be central Safety committee meetings held each quarter.

A member of the Committee is entitled to such time from his or her work as is necessary to attend meetings of the Committee, and the time so spent shall be deemed to be work time, for which the employee shall be paid by the Company at their regular or premium rate as may be proper.

The Company agrees that it will maintain good work trails, and will also maintain good and safe transportation practices, and further agrees that there shall be a qualified First Aid Person in each camp, such First Aid Person to have proper visible identification.

It is the intention of the Company to maintain its camp access roads in good condition when in use.

10.02 It is agreed that there shall be emergency First Aid Kits and 2-way radios at or near work sites and in all vehicles regularly used for the transportation of employees.

10.03(a) All camps shall have one tier single beds at least 36 inches in width, spaced at least 38 inches apart. All mattresses shall be either airfoam, plastifoam, or spring filled mattresses. Where these conditions require changes in present camps such changes shall be effected within the term of this Agreement. In construction of new camps, the Company agrees to construct all living quarters into suitable rooms housing not more than two (2) employees per room. In the case of cookery personnel, the Company agrees to provide, in the construction of new camps suitable living quarters housing not more than one (1) employee per room. Where such cookery staff accommodations are currently available, they shall be so arranged and provided.

The Company agrees to supply two (2) clean sheets and one (1) clean pillow case per week and to supply a bed cover for each bed. Clean bedding will be supplied to employees newly arrived at camp. Bed covers will be changed at least once each month, and blankets as conditions warrant. All beds and bed clothing shall be of a good quality and in a serviceable condition at all times

10.03(b) It is agreed that the Company will maintain good

conditions in respect to cleanliness, sanitation and health. Employees' living and service quarters will be washed and disinfected at least once each week. The Company will continue to provide improved camp facilities, including recreational rooms with a TV set where TV programs are receivable, and will provide separate drying rooms, washrooms, inside toilets, showers and laundry washing and drying machines. During the first year of this agreement, a T.V. Satellite Dish will be installed at all year-round live-in camps. A lockup storage type locker will be provided for each person in his or her bunkhouse. Separate sanitation facilities will be provided for catering staffs.

In cold weather, the Company will provide facilities to assist in starting employees' cars parked in the camp lots. Car plug-ins and electricity shall be provided for employees in all camps.

- 10.03(c) All bunkhouses will be supplied with water coolers and paper drinking cups, except where drinking fountains are provided in the bunkhouse.
- 10.03(d) The Company agrees that fly control measures shall be carried out at regular intervals during the summer operating season and camp pest control as required.
- 10.03(e) Night watch shall be employed in all major operating camps during the heating season unless

an Underwriter approved fire detection and fire warning system is installed.

10.03(f) All night shift workers shall have separate sleeping quarters apart from other shift workers, where practical and as arranged on a camp basis by majority vote.

CAMP FEEDING

10.04(a) Refrigeration will be provided for all perishable food, as required, in all operating camps. All perishable foods shall be handled in a sanitary manner during transportation at all times. Food served to the employees in the camps shall, at all times, be of high quality and of sufficient quantity and shall include fresh fruits, vegetables and greens.

10.04(b) Butter shall be supplied on the tables at all meals and on coffee tables and shall not be mixed with any substitute. Margarine will be made available to employees on request.

10.04(c) Fruit juices shall be supplied at all meals, served in containers allowing self service, for consumption at the table. Fresh milk shall be supplied at all meals and coffee times in the cookery.

10.04(d) Each employee shall pack their own lunch, unless other mutual arrangements have been made. The preparation of lunches shall be supervised.

Waxed paper shall be supplied for the wrapping of lunches. The lunch table shall include a variety of cooked meats and fresh fruit.

10.04(e) Suitable heated lunch shacks shall be provided on all mechanical operations. Such shacks to have protective screening during the summer months. The Company will provide each cut and skid crew with a suitable lunch building for year-round use.

10.04(f) There shall be coffee breaks in the morning afternoon and in the evening; coffee, cakes and lunch to be provided by the Company and served in the cookery. During work hours, coffee breaks shall be on Company time.

10.04(g) The charge for board and lodging shall be One Dollar and seventy-five Cents (\$1.75) per calendar day.

10.05(a) It is agreed that present standards of service will be maintained with respect to transportation, medical service, laundry, recreation and motion pictures. It is understood that the showing of moving pictures will be discontinued where coloured TV is available. The Company agrees to provide adequate facilities for the transportation of injured or sick employees. Any charge for such services shall not be increased unless mutually agreed to.

10.05(b) The Company agrees to supply kitchen

personnel with white aprons, and smocks, on loan, and other suitable uniform apparel, at cost, and provide for the laundering of such exterior clothing without charge. Washing and drying machine facilities will be supplied for the use of the cookery personnel.

10.05(c) The Company will provide free insurance coverage against loss by fire of employee's personal belongings and loss by fire or theft of employee-owned power saws to a maximum of Two Thousand Dollars (\$2,000.00). Additional free insurance coverage against loss by fire or theft of tradesmen's tools will be provided to the full value of such tools while on Company property or worksites and as documented by the tool inventory list maintained on file. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their depreciated value. An employee who causes a fire willfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-owned power saws will be made at camp level between the Company and the Union.

SCALING AND SETTLEMENT

10.06(a) Employees shall be paid every second Thursday.

10.06(b) Interim advances will be made only in instances of evident emergency. Should a paid holiday occur on Thursday pay day or Friday, payment will be made on Wednesday of that week.

10.06(c) In instances of authorized extended leave of absence, cash advances will be issued to the extent of the employees' payroll credit.

10.06(d) A Time and Earnings Statement will be provided to each employee for each pay period. This statement will carry complete detail of rates of pay, hours worked, earnings, vacation pay percentage, accrued Vacation Pay credit, and deductions, covering the period. Explanations of payroll codes will be posted in each camp.

10.06(e) Where twenty-four (24) hours' notice of termination of employment by the Company or the employee is rendered the Company agrees that every reasonable effort will be made to make a full settlement within twenty-four (24) hours after such termination, Saturdays, Sundays and legal holidays excepted.

10.06(f) The Company will provide each pieceworker with

a minimum of one (1) scale per week and will provide each pieceworker with a scale slip after each scale. Scale slips shall be given to each pieceworker at least forty-eight (48) hours prior to the wood being moved. Scale slips will provide the following information, where applicable:

Number of cords or number of pieces (Tree Length),
Riding and/or Walking Bonus,
Footage of strip or Main Road Cut; and
Poor Bush Bonus.

TOOLS AND EQUIPMENT

10.07 All hand tools and equipment required on the job will be made available to pieceworkers and others on loan. When an operator of equipment is required by the Company to do a minor mechanical repair job, he or she will be furnished such tools as are required on loan. All tools and equipment not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment, unless otherwise specified in this Agreement.

No employee shall operate a tractor or like equipment owned or leased by themselves or by another employee in the cut and skid operations of the Company.

10.08 Pieceworkers and others using power saws will be provided with free chain saw files in addition to other hand tools and equipment required on the job, and will be issued, on loan, the following.

a) Light metal power saw wedges, same to be replaced when returned in a worn out or broken condition.

b) One (1) safety type gasoline container.

c) One (1) fire extinguisher (chemical type).

The Company agrees to stock two types of power saw chains, and chain repair kits, consisting of spare links and rivets, in the camps and sell them to the employees at the invoiced cost to the Company.

Pieceworkers and others using power saws will be provided with free power saw gas and oils.

10.09(a) At each operating camp, a separate building will be provided for the storage of power saws. Said building shall contain sufficient lockers for storage. In addition, a suitable, separate heated building with work bench, vise and compressed air will be provided for the repair of power saws. No power saws shall be repaired or stored in living and/or service quarters. Each employee shall cooperate in maintaining the building in a clean and safe condition.

10.09(b) The Company agrees that it will furnish, on loan, all safety equipment and personal safety apparel save and except safety pants, safety boots, and safety gloves and mitts.

To subsidize the cost of required apparel such as safety pants, boots, gloves and mitts, the Company will make a one-time annual payment in the amount of one hundred and twenty dollars (\$120.00) to each active employee with a minimum of six (6) months seniority, and payable in December of each year. Effective September 1, 2016 the subsidy will increase to one hundred and fifty dollars (\$150.00).

The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company and the Union, or is mandatory under Government legislation.

10.09(c) Lunch boxes and thermos bottles shall be issued on loan, to all employees and shall have been sterilized before issue.

CAMP TRANSPORTATION

10.10 Only factory built buses shall be used for the road transportation of employees. Same to have adequate seating accommodation, emergency exit doors and equipped with racks for the safe carrying of tools and gasoline containers. Shelters shall be provided for employees at designated waiting

places, such shelters to have heating facilities. The Company will, for the safety of its employees, equip all buses transporting employees with two-way radios, and will have either communication or transportation available at designated waiting places.

- 10.11(a) The Company agrees to provide free transportation to all employees who are transferred from camp to camp at the Company's request or in the exercise of seniority under the terms of Article XII - Seniority

Employees shall have the option of using their own vehicle for transportation. In such cases the employee shall first notify the Company of their intention to do so and shall be paid 30 cents per kilometer.

- 10.11(b) Scheduled working time lost as a result of such transfers shall be paid for at the regular straight time rates for day workers and the Feller (Tree Length Skidding) rate per day for pieceworkers, and normal travel time, outside an employee's scheduled working hours, will be paid for up to a maximum of eight (8) hours at the regular straight time rates for day workers and the above rates for pieceworkers.

- 10.11(c) Each employee required to travel from his/her place of residence to another community will be paid \$50.00 per week.

It is understood that in order to qualify for this payment, the employee must have exercised their bumping rights under Article XII.

It is further understood that such employee will receive this payment for a period not exceeding 6 months.

It is further understood that employees are not required to each drive their own vehicles in order to qualify for travel allowance.

GENERAL

10.12(a) The Company, consistent with its Policy to promote and ensure the safety of its employees, will not require an employee to work alone in an isolated area unless such operation is deemed safe, and frequent communication with such employee will be maintained by the Supervisor on a scheduled basis.

10.12(b) The Company agrees that there will be no shacking or batching by employees covered by this Agreement, who are engaged in producing and delivering operations on its limits and/or work sites, unless mutually agreed to by the Union and the Company.

10.12(c) The Company shall provide the Union Steward in

each operating camp with a room in the bunkhouse in which to conduct Union business.

10.12(d) All tradesmen and helpers will be supplied with suitable coveralls. Where an employee performs alternate work assisting trades people, the Company will supply the same suitable coveralls, where required.

10.12(e) Tradesmen and helpers assigned to a bush garage, or who are required to provide maintenance or repair services outside the town limits, will receive fifty cents (50 cents) an hour premium for all such hours worked.

10.12(f) Where employees are normally scheduled for eight hours per day and when such an employee is required to work more than 4 hours overtime, he or she will be provided an adequate lunch or arrangements will be made for same.

10.12(g) Maternity/Parental Leave – In the case of maternity leave and parental leave, the eligible employee will be granted a leave of absence in accordance with the Federal and/or Provincial laws.

10.13 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund an amount of three cents (\$.03) per hour for all hours worked to provide for the Unifor Paid Education Leave

(PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Union will submit for approval by the Company requests for education leave and the list of participants of each bargaining unit. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE XI - HOURS OF WORK

It is understood and agreed that where article XI is in conflict with Appendix B of the Collective Agreement, in whole or in part, the terms and conditions as set out in Appendix B will supersede same.

11.01(a) The week for operations shall be six (6) days per week Monday to Saturday inclusive.

The work week for day or shift workers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be forty (40) hours, eight (8) hours per day, Monday to Friday

inclusive. Pieceworkers may be scheduled to work in day work jobs on the day shift Monday to Friday inclusive.

It is agreed that day work or shift work employees may be requested to work in excess of their regular work day or shift or work week and will be paid in accordance with Section 11.05(a) for such time worked. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

11.01(b) For the purpose of this Agreement, Sunday, a Paid Holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.

11.02(a) The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5.00 p.m., mealtime excepted.

11.02(b) The night shift shall consist of eight (8) consecutive hours commencing between the hours of 3:30 P.M. and 5:00 P.M., meal time excepted. However, it is agreed that on Fridays the night shift may, at the request of the employees or the Company, and by mutual agreement, be scheduled to commence prior to 3:30 P.M. in accordance with the provisions of Section 11.03(b).

11.03(a) A night shift differential of sixty cents (60 cents) per hour shall be paid in addition to the regular rates for all night shift work.

11.03(b) On other two-shift operations, the first shift shall consist of 8 consecutive hours, mealtime excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of 8 consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of sixty cents (60cents) per hour.

11.03(c) On a three-shift operation, the shifts shall be eight (8) consecutive hours. The starting and stopping times for the three (3) shifts and the shift differentials to be paid shall be as follows:

	Starting Time (between hours of)	Stopping Time (between hours of)	Shift Differential
1 st Shift	7 am – 8 am	3 pm – 4 pm	Nil
2 nd Shift	3 pm – 4 pm	11 pm – 12 pm	60 cents
3 rd Shift	11 pm – 12 pm	7 am – 8 am	70 cents

11.03(d) The hours of work and the “sixth day” for day workers and shift workers shall be posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following.

1. An employee may not change shifts during the week except when their shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, the employee will be paid at one and one-half times their regular rate for the first shift worked after the change. When the employee reverts to his or her original shift, they shall be paid at their regular straight time rate provided that there is a break or at least 8 hours between shifts worked.
 2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a one-hour period.
 3. On all operations which are carried out on a two (2) or three (3) shift basis, all such employees will be scheduled on rotating weekly schedule basis.
- 11.03(e) If an employee, who has completed his or her scheduled work week, is required for work on their day off, such overtime shall be posted on the preceding Thursday. If the employee is available for the posted overtime work at the regular starting time and is unable to commence work for reasons beyond their control, the employee shall receive four (4) hours pay at the applicable overtime rate as specified in Section 11.05(a) provided they remain available for the four-hour period if so requested by the Company.

11.03(f) During the period of May to August, two shift scarification operations may commence at 6:00 A.M.

11.03(g) During the fire season, scheduled hours may be altered to provide for early start up when necessitated by fire hazard ratings, as determined by the M.N.R. guidelines.

It is understood the starting time may be advanced by up to two (2) hours except where travel time is more than one (1) hour, the maximum advance will be one (1) hour.

11.04(a) A day or shift worker, who is unable to work the full day or shift for reasons beyond their control shall be paid for one-half day if the employee works less than four (4) hours, and for a full day if the employee works more than four (4) hours.

A pieceworker who will lose more than one (1) hour of work for reason of failure of the Company to supply a skidder shall be paid for all hours lost in excess of the one (1) hour at the rate of Feller, Limber, Tree Length Skidding, provided the employee reports to the supervisor, remains available and accepts alternate day work if so requested by the Company.

In the case of time lost in excess of one (1) hour for reason of lack of assignment of area to cut, and/or

time required in excess of one (1) hour to travel to area assigned, payment shall be made for all hours lost.

11.04(b) A day or shift worker who reports for work at their scheduled starting time and is unable to commence work due to reasons beyond their control, shall receive four (4) hours pay at their regular rate provided the employee remains available for two (2) hours from the scheduled starting time, accepts alternate work if so assigned and commences regular work when conditions permit. It is understood however that this shall not apply in cases of full or partial cessation of operations due to weather or an act of God.

If regular or alternate work commences in the first half of the shift on the first or subsequent days, the above payment shall not be made and the provisions of Section 11.04(a) will apply. Should the employee work any of the hours in the second half of the shift, the employee shall receive four (4) hours pay for such hours. The Company will commence regular work as soon as conditions permit.

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 11.03(d) shall not apply providing there is a break of at least eight (8) hours between shifts. Notwithstanding the provisions above governing payment of four (4) hours, such payment shall not be

made for the second and subsequent consecutive days in the event the Company gives notice that no work is available a minimum of eight (8) hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee, they may exercise their seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, the employee shall be laid off and given eight (8) hours pay in lieu of two days' notice. If the employee does exercise their seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight (8) hours pay in lieu of two days' notice. In neither case may any such employee be permitted to exercise seniority outside the camp unit until the third consecutive day following the day notice is given.

Should an employee elect to take leave of absence in lieu of exercising seniority under this Article, they shall be permitted to exercise their seniority on return to work.

Notification and reporting procedures shall be established locally.

11.05(a) Time worked in excess of eight (8) hours per day or shift, and all hours worked by an employee on Sunday, on their designated "sixth day" day

(Saturday or Monday) or outside the employee's regular shift shall be paid for at the rate of time-and-one-half.

Double time will be paid after eight (8) hours of work on an employee's designated "sixth day" (Saturday or Monday) and on Sunday.

Overtime work required in a camp unit will be distributed on as equal a basis as possible among the employees in the camp unit who normally perform the work in the classification requiring the overtime.

For calculating overtime pay, shift differentials shall not be considered as part of an employee's applicable hourly rate.

- 11.06 An employee, who is called out for work after completing their day or shift, or more than one (1) hour before the start of their day or shift shall receive time and one-half for the hours worked, but in no case shall the employee receive less than four (4) hours pay at straight time. When the call-out for work is within the one (1) hour period prior to the start of their day or shift the employee will be paid time and one-half from the starting time of the call-out to the scheduled starting time of their day or shift. Where the employee continues to work into their day or shift, the provisions of Section 11.05(a) shall apply after the employee has completed eight (8) hours work exclusive of the time worked prior to

their starting time.

An employee who is called out for work on their “sixth day” (Saturday or Monday) or Sunday, shall be paid at the appropriate overtime rate as set out in 11.05(a), from the starting time of the call-out, but in no case shall the employee receive less than four (4) hours pay at the rate of time-and-one-half.

11.07 During spring break-up the hauling of wood fiber may commence early on Mondays. Hours to be defined by mutual agreement.

ARTICLE XII – SENIORITY

It is understood and agreed that where article XII is in conflict with Appendix B of the Collective Agreement, in whole or in part, the terms and conditions as set out in Appendix B will supersede same

12.01 The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, lay offs and recalls after lay-off.

12.02 Employment of any new employee shall be considered as probationary until they have worked thirty (30) days within a six-month period. Seniority of new employees shall be established at the end of

this period and shall be effective from the date of employment.

12.03(a) Seniority will be applied on a Company wide basis in recalls, promotions, transfers from camp to camp and layoffs.

When layoffs are required due to the completion of seasonal operations, or a part thereof, each of the employees so affected will be permitted to exercise their seniority and transfer to a job for which they are qualified, provided that, having received advance notice in accordance with section 12.04, the employee advises the Company, prior to the effective date of the advance notice and in writing on forms to be supplied by the Company, of their desire to transfer or to be laid off.

The Company will provide the Union Grievance Committee, prior to the intended layoff, with a list of jobs filled by employees with less seniority than those employees given notice.

It is understood and agreed that when layoffs are occasioned by the completion of seasonal activities, Company-wide seniority will be applied only when operations continue in other districts for more than one (1) week, otherwise the district will be the unit of application of seniority on seasonal layoffs.

12.03(b) The Company, when filling vacancies, will do so

from within the bargaining unit in accordance with Article XII.

Notice of impending vacancies will be posted on the camp bulletin board for at least five (5) working days.

It is agreed however, that temporary appointments may be made without posting for filling vacancies of less than thirty (30) calendar days duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs, unless they apply in writing within the five (5) day period.

All jobs will be filled from among the qualified applicants on the basis of Section 12.01 of this Agreement. Employees accepting the posted jobs shall be allowed five (5) work days in which to qualify, (or a further time as may be mutually agreed, if further training time is required). Failure of an employee to qualify shall entitle them to return to their former job without loss of seniority or benefits.

In the event there are no successful bidders, the junior employee in the transition contractor will be awarded the posting.

The Company shall post notices in camps showing

the names of successful applicants for all posted vacancies and newly created jobs.

All postings, internal and external, permanent or temporary will be forwarded to the Union office. Once the successful applicant has been appointed, the Company will forward to the Union a list of all applicants and identify the successful applicant.

12.03(c) A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, subpoenaed witness, and/or a leave of absence not exceeding thirty (30) work days, shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 12.03(b) and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp. In the event that a vacancy is not filled from within the camp unit it shall be filled on an area basis. When regular operators are not available, spare operators will fill all temporary vacancies and third shifts when created for the stump to roadside workforce.

The employee who had occupied the job upon their return to work shall once again occupy the job that they had filled prior to vacating for any of the reasons set forth above provided however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of lay-off from

their former job has exercised their seniority on this particular job.

12.04 In case of layoff which is to exceed two (2) working days, the Company will notify, in writing, the employees intended to be laid off, at least two (2) working days in advance, with a copy of such said notice to the Union Grievance Committee. The Company will provide two weeks' notice of layoff in the case of shutdowns due to market conditions or plant shutdowns. It is understood however that this shall not apply in cases of full or partial cessation of operations due to weather or an act of God.

12.05 When the approximate time of recall is known at the time of layoff, employees leaving camp will be informed of such approximate date at that time. But in all cases notice in writing, will be sent to an employee at their given address at least fourteen (14) days before they are required to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified, unless other arrangements have been made, in writing.

12.06(a) An employee's seniority shall not be broken by sickness or injury certified by a licensed physician, licensed dentist or licensed chiropractor.

12.06(b) An employee's seniority shall be broken if the

employee quits, or is discharged and not re-instated, if the employee fails to report for work following recall as provided in Section 12.05 of this Agreement, if the employee fails to return from leave of absence on the date specified unless they have been prevented from returning on time by circumstances beyond the employee's control and the Company has been so notified, and if they have been laid off for twelve (12) months or more, with the exception that continuity of service will extend up to, but not more than twenty-four (24) months if requested in writing by the employee before the elapse of twelve (12) full months or lay-off.

- 12.07 The Company agrees to submit to the Union an alphabetical list, in duplicate, of employees covered by this Agreement as of April 1st, showing Company seniority dates. The Company will endeavor to have this list sent to the Union by the first of May of each year thereafter.
- 12.08 A seniority list shall be prepared and posted monthly in each camp and forwarded to the Union office showing the seniority date and posting/position held of each employee with the Company.
- 12.09 In transfers from one job classification to another senior employees shall receive first consideration. In such cases, an employee shall receive the rate for the job to which the employee is transferred. In case of a temporary change to a lower job classification, the

employee shall retain the rate of their previous job classification. For determining the rate of pay for pieceworkers transferred to day work, the rate specified for Feller-Limber (Tree Length Skidding) shall apply, or the rate of the job classification, whichever is higher.

12.10 (a) An employee who has accrued seniority and is then employed by the Union shall retain such accrued seniority for a period not exceeding one (1) year.

(b) An employee who has accrued seniority and is employed by Local 324 shall be granted Leave of Absence from the Company. The employee will go back to the position they held prior to their leave upon returning from said leave.

12.11 An employee who is promoted or transferred to a position with the Company outside the bargaining unit shall retain such accrued seniority for a period not exceeding one (1) year.

12.12 When jobs are discontinued due to the introduction of new methods and equipment, or due to curtailment of operations, affected employees shall be offered alternate employment in accordance with Section 12.01 to meet the Company's labour requirements, and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company, provided that

the jobs they have applied to be trained for are expected to last for a period of three (3) months or more.

It is understood this does not apply to seasonal lay-offs.

12.13 Severance

In the event that Employment Standards Act severance pay is owing to employees, the payment will be calculated at 1.5 weeks' pay per year of continuous service.

ARTICLE XIII - BULLETIN BOARDS

13.01 The Union shall have the right to post notices dealing with Union affairs upon the bulletin boards of the Company, such notices to have approval of the Company before such posting. A copy of the notice is to be given to the Camp Supervisor for their records.

ARTICLE XIV - DRUG AND HOSPITAL CARE PLANS

14.01 Effective the first of the month following date of ratification for each employee on the payroll who has established seniority in accordance with Article XII, the Company will provide appropriate single or family coverage in accordance with Blue Cross Drug Plan or its equivalent, and Semi-private Hospital Care Plan.

The Company will maintain coverage to employees who are off work due to a Workplace Safety Insurance Board claim or a Short Term Disability claim for up to a period of twelve months.

The Company will continue coverage for a laid off employee to the end of the month in which they were laid off. Coverage will resume on the date the employee returns to work from lay-off.

A Pay Direct Drug Card will be provided for all participating plan members.

Children with Disabilities – Insured children suffering from a mental or physical disability will continue to be covered beyond the maximum age as long as they are dependents of the employee.

14.02 Chiropractic and Physiotherapy Coverage

Effective April 19, 2005, the Company will cover 50% of the cost of Chiropractic and Physiotherapy services to a combined maximum of \$20 per visit to a yearly maximum of \$300 per family member.

14.03 Retiree surviving spouse health care coverage

In the event of the death of a retiree covered under the health care benefit plan, the surviving spouse will have the option to continue to be covered by the plan provided the spouse pays the total cost of the premiums.

If there is no pension payment from which to deduct the premiums, the spouse will have to supply to the Company postdated cheques covering the coming year's premium payments. To maintain the coverage, the spouse will have to submit required information and payment as stipulated by the Company's procedures.

The coverage will cease effective the date this benefit plan coverage would have expired for the retiree, or earlier if there is a change to the surviving spouse's marital status.

ARTICLE XV - GROUP LIFE INSURANCE

15.01 Life insurance coverage for an individual employee will be ninety thousand (\$90,000) fully paid by the Company. Each participating employee who is actively at work may elect to be insured for an additional amount of fifteen thousand dollars (\$15,000) of term life insurance. An employee, who elects this additional coverage, will be required to contribute \$4.50 per month. The Company agrees to maintain the contribution level until the termination of this Agreement.

Supplemental Life Insurance

Effective January 1, 2005, optional life insurance, fully paid by the employee, will be made available to

employees less than 65 years old. This optional life insurance will be available to a maximum of \$200,000 in increments of \$25,000. With notification to contractor administrator for this plan, employees will be permitted once a year to amend their level of coverage. Formal notification of such change must be made by November 30th of the preceding year to be effective January 1st of the following year or later, upon acceptance from the insurance carrier following proof of good health.

Coverage premiums will be based on sex, age and smoker or non-smoker status; restrictions and exclusions will be subject to the insurance provider's plan policies. Associated premium costs will be administered through payroll deductions. Coverage will end at termination or upon retirement.

1. Effective May 1, 2005, life insurance for dependents will be:

- (a) Spouse - \$17,500
- (b) Each unmarried child:
 - i) 14 days but less than 1 year - \$8,500
 - ii) 1 year but less than 19 years (25 years when a student full time wholly dependent on the employee for support), \$8,500

Life insurance for dependents will be at Company's cost and will terminate upon the employee's retirement or death.

2. Accidental Death and Dismemberment
The employer will provide a twenty-four (24) hour fully paid accidental death and dismemberment insurance with a maximum insured amount of \$90,000. Accidental Death and Dismemberment Insurance will terminate upon the employee's retirement.
3. Retiree Life Insurance
For employees retiring after May 1, 2005, the death benefit coverage will be \$1,000.

ARTICLE XVI - SHORT TERM AND LONG TERM DISABILITY

16.01 SHORT TERM DISABILITY BENEFIT PLAN

The Company will maintain and pay the premium cost of a Short Term Disability Plan. The plan will provide seventy (70) percent of weekly earnings forty (40) hours times an employee's regular rate and pieceworkers, forty (40) times the Feller/Limber hourly rate, up to a maximum of five hundred forty (\$540.00) weekly, to commence on the first day in case of a non-compensable accident and after three (3) continuous days from the commencement of a disability due to a sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Effective September 1, 2005, the maximum will be increased to six hundred and forty (\$640.00) dollars weekly.

Effective September 1, 2005, the Company will compensate an employee when a fee is charged by a physician for completion of a medical certificate required to support a claim for benefits pursuant to the Short Term Disability Plan. Such payment shall be to a maximum amount of forty (\$40.00) dollars per certificate and will be initiated upon presentation of a receipt from the attending physician

16.02 LONG TERM DISABILITY BENEFIT PLAN

The Company will maintain and pay the full cost of a Long Term Disability Benefit Plan providing for all employees actively employed, the Plan will provide for benefits of 55% of weekly earnings up to a maximum of \$4,100.00, payable to age 65 or termination of the disability, whichever occurs first.

Effective September 1st, 2021, for all employees actively employed, the Plan will provide for benefits of 55% of weekly earnings up to a maximum of \$4,200.00, payable to age 65 or termination of the disability, whichever occurs first.

ARTICLE XVII - BEREAVEMENT PAY

17.01 When death occurs to an employee's spouse, children, mother, father or grandchildren the employee will be granted leave and shall be paid for eight (8) hours at their regular straight time rate (pieceworkers - eight (8) times the Feller-Limber Tree Length Skidding hourly rate) for time lost up to a maximum of five (5) days. The bereavement leave will be taken at the beginning of the date of death or at the time of the funeral service.

When death occurs to an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparents the employee will be granted leave and shall be paid for eight (8) hours at their regular straight time rate (pieceworkers - eight (8) times the Feller/Limber Tree Length Skidding hours rate) for time lost up to a maximum of three (3) days. The bereavement leave will be taken at the beginning of the date of death or at the time of the funeral service.

Pay will be granted for the employee's scheduled work days lost during this period.

Any claim 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 for purposes of this Article, step relatives will be considered the same as blood relatives.

If an employee's family member dies while the employee is on vacation, their vacation shall be extended by the number of days of bereavement leave for which they would have qualified.

ARTICLE XVIII - JURY DUTY/SUBPOENAED WITNESS ALLOWANCE

18.01 In the case of an employee who is called for jury service or as a subpoenaed witness, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on the employee's regular straight time hourly rate (pieceworkers eight (8) hours based on the Feller-Limber Tree Length Skidding hourly rate) and the payment the employee received for jury service. The employee will present proof of service and of pay received therefore when making claim for such allowance.

ARTICLE XIX DENTAL PLAN

19.01 The Company will provide a dental plan, with participation compulsory for all employees on the following basis.

1. **ELIGIBILITY**

Participation in this plan is limited to employees who have accumulated sixty-five (65) days of seniority with the Company.

2. **PLAN DESIGN**

(a) Effective January 1, 2019, services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1, based on the 2018 Ontario Dental Association Schedule of Fees.

(b) Effective January 1, 2020, services and benefits as provided in Blue Cross Rider No.2 (50%), based on the 2019 Ontario Dental Association Schedule of Fees.

(c) On January 1st of following years, amend the Plan to provide for the application of the Ontario Dental Association Schedule of Fees from the preceding year, consistent with the method used in (a) and (b) above.

(d) Plan to provide coverage for fissure seal treatment.

(e) Maximum \$1,500.00 per calendar year per person.
Effective January 1, 2015 increase maximum annual amount payable to \$1,750.00 per person.

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to layoff or Leave of Absence, but in no case beyond the end of the month following the month in which such absence commenced.

3. ADMINISTRATION

The Plan will be administered in accordance with an appropriate contract or set of procedures reflecting the plan design outlined in Item 2 above the decision as to the choice of administrative vehicle from among service carriers, insurance companies or self-administration will be made by the Company on the basis of appropriate study of these alternatives.

4. PREMIUMS

The premium cost of this Plan shall be paid by the Company.

5. INTEGRATION

The Plan will not provide like benefits where such are currently being provided by federal or provincial legislation.

If during the life of this Agreement federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

ARTICLE XX - RETIREMENT INCOME PLAN

The Retirement Income Plan (1985) forms part of this Agreement. A description of the Plan is attached hereto for information purposes. Any questions of administration or interpretation of the Plan will be decided based on the full Plan text.

ARTICLE XXI - VISION CARE PLAN

21.01 The Company will provide a Vision Care Plan which will provide for expenses incurred by an employee and/or the employee's covered dependents when recommended by a physician or optometrist as follows:

Frames, lenses and the fitting of prescription glasses including contact lenses, up to a total of one hundred and fifty dollars (\$150.00) per insured family member in any two (2) consecutive calendar years.

Effective January 1, 2015, frames, lenses, the fitting of prescription glasses including contact lenses or laser eye surgery, up to a total of two hundred dollars (\$200.00) per insured family member in any two (2)

consecutive calendar years. Prescription change not required.

Effective January 1, 2015, the Company will reimburse up to forty (\$40.00) maximum per insured for eye examinations in each 24 month period.

ARTICLE XXII – LABOUR/MANAGEMENT COMMUNICATIONS

22.01 The Union and Company will meet once every two months to deal with issues other than grievances. The company will cover wages lost for up to three employees of the contractors that are representing Local 324. The minutes of such meetings will be prepared, agreed to, signed and then distributed as soon as possible.

WAGE SCHEDULE

September 1, 2018 to August 31,
2022

I. CLASSIFICATIONS	Sept 1/18	Sept 1/19	Sept 1/20	Sept 1/21
A.				
Cook	32.96	33.62	34.46	35.32
Cookee	30.38	30.99	31.76	32.55
B.				
Bus Driver	30.86	31.48	32.27	33.08
Helper Mechanical Equipment	30.86	31.48	32.27	33.08
Labourer, General	30.17	30.77	31.54	32.33
Operator, Backhoe	31.74	32.37	33.18	34.01
Operator, Bulldozer "A"	32.93	33.59	34.43	35.29
Operator, Bulldozer "B"	32.07	32.71	33.53	34.37
Operator, Machine Scarification	32.07	32.71	33.53	34.37
Operator, Fron-End Loader, Drott/Hough	31.74	32.37	33.18	34.01
Operator, Mechanical Slasher	31.74	32.37	33.18	34.01
Slasberman Loader operator Automatic Slasher	32.41	33.06	33.89	34.74
Operator, Grapple Skidder	31.64	32.27	33.08	33.91
Operator, Feller Buncher	31.96	32.60	33.42	34.26
Relief Operator	31.59	32.22	33.03	33.86
Grader Operator	32.68	33.33	34.16	35.01
Mechanic Class A	36.80	37.54	38.48	39.94

Mechanic Class B	34.56	35.25	36.13	37.53
Mechanic Class C	33.27	33.94	34.79	36.16
Lead	37.41	38.16	39.11	40.59
Helper A	32.15	32.79	33.61	34.95
Helper B	31.57	32.20	33.01	34.34
Welder Class A	36.80	37.54	38.48	39.94
Welder Class B	34.61	35.30	36.18	37.58
Welder Class C	33.27	33.94	34.79	36.16
Lead	37.41	38.16	39.11	40.59
Helper A	32.15	32.79	33.61	34.95
Helper B	31.57	32.20	33.01	34.34
Truck Driver Hauling Multiple Trailers	31.84	32.48	33.29	34.12
Truck Driver Tandem Axle Hauling Trailers (in excess of 102" in width)	31.71	32.34	33.15	33.98
Truck Driver Hauling Multiple trailers (in excess of 102" in width)	31.95	32.59	33.40	34.24
Truck Driver, Single Axle	30.86	31.48	32.27	33.08
Truck Driver, Tandem Axle	31.32	31.95	32.75	33.57
Truck Driver, Trailer	31.61	32.24	33.05	33.88
Truck Driver, Floats	31.99	32.63	33.45	34.29
Power Saw Operator (non-productive)	30.76	31.38	32.16	32.96
Tree Planter	31.45	32.08	32.88	33.70
Operator, Rogers Delimber	32.39	33.04	33.87	34.72
Backhoe/Float	31.99	32.63	33.45	34.29
Processor	32.50	33.15	33.98	34.83
Forwarder	31.74	32.37	33.18	34.01
Cherry Picker	32.23	32.87	33.69	34.53
Rock Truck	32.11	32.75	33.57	34.41

Chipper	32.82	33.48	34.32	35.18
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APPRENTICE WAGE SCALE

Apprentice - Completion Level Two (2,000 Hours)	33.24	33.90	34.75	36.12
Apprentice - Completion Level One (2,000 Hours)	29.74	30.33	31.09	32.37
Apprentice - Entry Level	26.45	26.98	27.65	28.84

C. An employee who is assigned to train another employee or employees shall be paid his regular rate plus thirty cents (30 cents) per hour during the training assignment

SILVICULTURAL WAGE SCALE

Tree Planter	30.17	30.77	31.54	32.33
Labourer	30.17	30.77	31.54	32.33

(Employees on the regular seniority listing may elect to work on either the day or piecework wage schedule.)

D. Handicapped Workers

A special rate may be established by agreement between the Company and the Union for aged and handicapped workers.

II. COMMUTERS

The Company and the Union agree that commuter operations shall be carried out by the Company on the following terms and conditions:

1. Commuters are employees who -
 - (a) are resident within reasonable Riding and/or Walking Distance of the area of operations;
 - (b) for whom board and lodging are not made available by the Company.
2. The Company will arrange to provide free transportation from a designated marshalling point or points for each commuting area to the operating areas and return.

DRIVING PER DIEM

All commuter employees required to drive a contractor vehicle will be paid a per diem of forty dollars (\$40.00) per day.

Effective September 1, 2020 increase the daily driving per diem to forty-five dollars (\$45.00).

DRIVING TIME FOR ALL COMMUTING EMPLOYEES

Daily driving time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

RIDING TIME FOR ALL COMMUTING EMPLOYEES

Effective September 1, 2015 for all Commuting Riders only the following will apply:

- Riding time in excess of 75 minutes each way will be paid at an employee's regular rate of pay.
- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

Effective September 1, 2020, for all Commuting Riders only the following will apply:

- Riding time in excess of 60 minutes each way will be paid at an employee's regular rate of pay.
- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

There will be a moratorium on any additional negotiated increases to Riding and Driving Time taking effect or being applied between contract expiry on August 31, 2022 to August 31, 2024. Trip times will be used to determine travel time and will be calculated using posted speed limits.

**Letter of Understanding
Between

DOMTAR
(Dryden Forestlands Operations)
and

UNIFOR
LOCAL 324**

The parties have discussed and agreed to the following terms and conditions:

- 1) The Letter of Understanding re: "Recognition-Jurisdiction" Page 76 is null and void effective immediately and will be deleted from the current Collective Agreement upon its renewal effective October 1, 1993.

- 2) The Company agrees that permanent employees at date of ratification, who are members of Unifor Local 324 will be protected from further reductions except through normal attrition.

Attrition is defined as death, retirement, voluntary resignation, or discharge for cause.

The above protection is granted to employees who are part of the Dryden and Ear Falls/Red Lake Cutting forces, Ear Falls Contracting - Mechanics and Road Construction.

The Company will endeavor to maintain cutting operations in Ear Falls while protected employees are available. However, it is understood that as openings occur in the Dryden Operation, Ear Falls employees will be expected to transfer to those openings.

An agreed list of protected employees will be compiled and attached to and form part of this Letter of Understanding.

The above does not preclude temporary cessation of operations caused by market conditions, closure of production facilities, strikes or lockouts, fire and other "Acts of God".

- 3) Upon renewal of the Collective Agreement (Expiry Date – September 30, 1993) this letter of Understanding will be included and form part of the renewed Collective Agreement and any subsequent renewals thereof and will not be the subject of further negotiations between the parties.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY
James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

**DOMTAR
DRYDEN FORESTLANDS
LOCAL 324 PROTECTED LIST**

<u>EMPLOYEE NAME</u>	<u>SENIORITY DATE</u>
POLLARD, TERRY	23 JUNE 1980

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR
Dryden Forestlands Operations**

AND

**UNIFOR
LOCAL 324**

Where a contractor is engaged by the Company on road construction, employees who are hired to perform such jobs for the contractor shall be considered as new employees and shall not establish seniority under the provisions of Article XII of the Agreement. This letter excludes those employees and contractors named in the Letter of Understanding, Re: Departmental Seniority.

The contractor and his employees will work under the provisions of the Collective Agreement as amended by this letter for such employees, and will establish and maintain their own seniority.

1. Re: Article X – Working and Living Conditions

It is understood that the contractor will be responsible for the fueling of his equipment and for providing

transportation to and from the work site in vehicles which provide adequate room and which meet MTO standards.

2. Re: Article XI – Hours of Work

The provisions of 11.04(a) and 11.04(b) will not apply to owner operators when the lack of work is a result of mechanical downtime on the equipment he is operating.

3. Re: Article XII – Seniority

a) Employees in the mechanical road construction group (Ear Falls Contracting) who have established seniority under the provisions of Article 12 of the agreement shall be permitted to exercise their seniority on road construction jobs in their particular area (Ear Falls Contracting), where work is not available in their normal job classifications or where normal alternate work is not available.

b) The provisions of Article 12.04 will not apply to road construction workers, when the layoff is a result of mechanical problems on the equipment he is operating.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY
James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR
Dryden Forestlands Operations**

AND

**UNIFOR
LOCAL 324**

RE: ARTICLE 11.03(d)

The parties agree that when re-scheduling and shift changes are required under conditions as outlined below the time and one half provision of Article 11.03(d) will not apply.

- a) Breakdown of mechanical harvesting equipment after the schedule has been posted as per 11.03(d).
- b) Equipment which has been down for mechanical reasons and which cannot be returned to service as originally scheduled due to reasons beyond the Company's control.
- c) It is understood that this Letter shall not apply to an employees "sixth day".

d) It is understood that the terms of this Letter will only apply to the operator(s) of the piece of equipment which is down because of a) or b) above.

The Company shall provide alternate work and will notify the affected employees at least twelve (12) hours prior to their original shift or the newly scheduled shift, whichever is earlier.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR
Dryden Forestlands Operations**

AND

**UNIFOR
LOCAL 324**

**RE: LOCAL 324 SENIORITY AND DEPARTMENTAL
SENIORITY**

It is understood and agreed that where this Letter of Understanding is in conflict with Appendix B of the Collective Agreement, in whole or in part, the terms and conditions as set out in Appendix B will supersede same

Effective the date of Certification Local 324 employees will be established in one of the following groups:

- | | |
|----------------------|--------------------|
| 1 Ear Falls | Mechanics and Road |
| Contracting | Construction |
| 2 Ear Falls/Red Lake | Cutting force |
| 3 Dryden | Cutting force |
| 4 Full Book Trucking | Wood Haul |

Full Book Trucking employees will have their own seniority list and will be protected from bumping from other groups

and will have no bumping rights to other groups. For bumping within Full Book Trucking see Letter of Understanding Trucking Principles.

Employees in Mechanical and Road Construction groups will accrue seniority behind all employees presently listed on the Domtar seniority list. New employees will accrue seniority behind these employees.

Bidding

Job openings in groups 1 to 3 will be posted in all groups and will be filled by the senior qualified bidder.

However, existing employees (date of certification) in each department shall have preference on postings within that department.

In the event there are no successful bidders, the junior employee in the transition contractor will be awarded the posting.

Bumping

No bumping between present cutting force and group 1. New hires can be bumped by any of the groups, subject to Article 12.

Bumping On Layoff

On temporary layoffs, bumping with qualifications will be applied only when operations continue in other districts for more than one week. This would also apply between Ear Falls and Red Lake.

On permanent layoffs bumping into other groups may commence on the first day of layoff, subject to the bumping clause above.

Departmental Seniority

Seniority will be set up and maintained on a departmental basis. One department will be comprised of all employees engaged in the production of forest products (stump to roadside). Other departments, at Ear Falls Contracting, will be comprised of all employees engaged in the construction and maintenance of camp roads, landings and main roads, scarification and mechanical maintenance and repair.

For the purpose of departmental layoffs, any employee posting to a new department will begin to accrue seniority in that department on the date of his transfer.

Should such an employee be bumped or suffer a layoff he may bump to any position for which he is qualified within his original department, given he has the seniority. Should an employee forfeit his posting after the trial period, he

may return to the junior position within his original department.

The provisions of the Collective Agreement will apply to all matters relating to Seniority that are not dealt with specifically by this document on Local 324 Seniority and Departmental Seniority.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR
Dryden Forestlands Operations
and**

**UNIFOR
LOCAL 324**

In the event the Company decides to introduce new operating methods and equipment in its Dryden Forestlands Operations, which will affect the employment status of its permanent Local 324 employees, the Company will meet with the Union to discuss, consider, and implement the following.

- Freeze on hiring of permanent employees
- Transfers and bumping to other positions
- Retraining of employees
- Special retirement provisions
- Reduction through attrition (death, retirement, voluntary resignation, discharge for cause).

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

ADDENDUM TO THE AGREEMENT

BETWEEN

DOMTAR

**Dryden Forestlands Operations
(hereinafter referred to as "The Company")**

and

UNIFOR

LOCAL 324

(hereinafter referred to as "The Union")

The Company and the Union agree that where it is necessary for the Company to increase its work force of employees listed on the seniority list for the sole purpose of carrying out seasonal silviculture work, (reforestation) the Company may hire additional employees to perform seasonal silvicultural work under the provisions of the Collective Agreement and as amended by this Addendum for such seasonal employees.

1. Re: Article V-Union Membership

- a) The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.

b) The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them and remit same to the Union office monthly, accompanied with the list of said employees.

2. **Re: Article VI - Vacation With Pay**

For such aforesaid employees. Vacation with Pay credits shall be paid at the rate of 4% of his gross earnings and the total accrued amount of credits shall be paid by cheque to each employee at the time of termination or layoff from such seasonal employment.

3. **Re: Article VII - Holidays With Pay**

a) For such aforesaid employees who qualify under Section 12.02 shall be paid without the performance of work for the holidays listed in 7.01 excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid.

Employees absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.

b) The provisions set out in Section 7.02(b), 7.02(c), 7.02(d), 7.02(e), 7.02(f) and 7.03 are not applicable.

4. Re: Article X - Working and Living Conditions

Where silvicultural work is to be carried out in isolated areas that are not accessible from communities on a daily commuter basis, the contractor may set up suitable temporary camps on the license, to accommodate employees so engaged. The charge for board and lodging will be \$10.00 per day to offset the costs incurred by the contractor to provide such services.

4. Re: Article XI - Hours of Work – Silviculture

The hours of work for temporary employees hired specifically for the purpose of tree planting will provide for flexible daily hours and weekend work (excluding Sundays). Agreement on starting and stopping times shall be reached on a location by location basis in conjunction with Union and Company representatives. Weekend work will be on a voluntary basis only.

Permanent employees working on the planting shall be governed by all the terms and conditions of the Collective Agreement, including Hours of Work.

5. Re: Article XII – Seniority

- a) The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability in promotions, transfers, lay-off and rehires. Seniority will govern on a camp basis.
- b) Employment of any new employees shall be considered probationary until he has worked thirty (30) days within a six month period.
- c) A separate seniority list shall be established and maintained of the aforesaid employees, which will show the accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- d) An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further thirty (30) day probationary period in accordance with Section 12.02. Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article XII of the Collective Agreement.

7. The provisions set under:

- Article XIV Drug and Hospital Care Plans
- Article XV Life Insurance
- Article XVI Short Term and Long Term Disability Plans
- Article XVII Bereavement Pay
- Article XVIII Jury Duty - Allowance / Subpoenaed -
Witness Allowance
- Article XIX Dental Care Plan
- Article XX Pension Plan
- Article XXI Vision Care Plan

are not applicable for the aforesaid employees.

8. Re: Commuters

Where marshalling points are not established in the Collective Agreement which are suitable to a particular silviculture Commuter operation, they shall be established by negotiations between the Company and the Union prior to commencement of such operations.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

July 26, 2012

Dear Sir:

Consistent with the Company's policy to ensure to the utmost extent the safety and physical welfare of employees the Company will, on purchase of new mobile equipment, provide for suitable cabs with climatic controls. This will include the installation of air-conditioning in new buses.

The Company further agrees to continue the work of the joint committee in studying ways and means to generally improve operator comfort on current equipment.

Yours very truly,

Jack Harrison
Forestlands Manager
Domtar Inc. Dryden

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR
Dryden Forestlands Operations**

and

**UNIFOR
LOCAL 324**

RE: LICENCES - TRUCK AND BUS DRIVERS

The Company will reimburse Truck or Bus Drivers for time lost, if necessary, when summoned by the Ministry of Transportation to renew their license, where such renewal is required in order to continue in their jobs as a Truck or Bus Driver.

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

SHORT TERM DISABILITY BENEFIT PLAN

1. DEFINITIONS

In this Plan, unless otherwise specifically provided,

- a) "Accident" is a bodily injury caused by external violent means;
- b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the company and/or insurer, and not otherwise excluded by this Plan. However, if an employee is so disabled as a result of a non-occupational injury or illness, that he or she is unable to perform their regular duties and the Company is unable to offer alternative suitable employment the employee shall be considered disabled for the purposes of this Plan.
- c) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Domtar and Unifor Local 324.
- d) "Insured" means the insurance company or carrier appointed by the Company;
- e) "Plan" means the Short Term Disability Benefit Plan;

- f) "Company" means the Domtar;
- g) "Weekly Earnings" mean, in the case of a day or shift worker, 40 hours x the employee's regular rate; for a pieceworker "Weekly Earnings" mean 40 x the Feller-Limber hourly rate.
- h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. PARTICIPATION

- a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- b) Participation in this Plan is limited to employees who have accumulated 45 days of seniority with the Company.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1 g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of \$540. (\$640 September 1, 2005).

The weekly maximum will not be less than the amount payable for such week under The Unemployment Insurance Act 1971 and its Regulations as amended.

4. ELIGIBILITY FOR PAYMENT

a) i) Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one illness, beginning after three (3) continuous days from the commencement of the disability, or beginning on the first day of hospital confinement as a bed patient, if earlier.

ii) In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding 52 weeks for any one accident, commencing from the date of the accident.

iii) Disputed W.S.I.B. Claim

If an employee covered by the Short Term Disability Plan suffers a disability for which payment is in dispute with the W.S.I.B., weekly indemnity payment will be made retroactively if requested by the employee and provided they have been off work for at least one (1) month due to the disability without W.S.I.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Short Term Disability Plan. If the

W.S.I.B. claim is subsequently established, the employee will then repay the weekly indemnity payment(s) received to the appropriate fund or insurance company.

- b) An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such benefit, even though a work shortage develops which would have resulted in the employee being laid off had they been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer, and verifies the continuance of disability.
- c) An employee shall not be eligible for an amount of disability benefit under this Plan unless they are actively employed by the Company at the date that the employee becomes eligible or until they subsequently return to active employment
- d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or Insurer as having occurred prior to their lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual layoff or termination.

- e) An employee shall be considered as eligible to submit a claim for benefit if the employee is requested to return to work within seven calendar days after the date of layoff and is unable to return to work because of disability. Disability will be considered as starting from the date the employee is required to return to work.

- f) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.

- g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

 - ii) Disability or loss (1) while the protected person is on or could be on Maternity/Parental Leave, or (2) if a protected person fails to qualify for Maternity/Parental Leave because of failure to meet the length of service requirements, during the period of Maternity/Parental Leave that the protected person could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or

- iii) Any injury or illness entitling the employee to compensation under any Workplace Safety Insurance Board or similar legislation, or
- iv) Self-destruction or any self-inflicted injury, while sane or insane, or
- v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or
- vi) Disability for which the employee is not under the treatment of a medical practitioner, or
- vii) For a period of disability in excess of four weeks where treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four weeks per insured person per calendar year, or
- viii) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of treatment by a specialist in care and treatment of alcoholism and/or drug addiction, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician
- h) An amount of disability benefit will not be payable for those days for which the employee receives holiday

pay, vacation pay, or more than one-half days regular pay, from the Company.

- i) An amount of disability benefit will not be payable following the normal retirement date of an employee, or other than retirement under the total and permanent disability provision of the Company pension plan.
- j) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of the disability.
- k) The amount of disability benefit under this Plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision for the Company pension plan.

5. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two complete days prior to the day that the employee is actually certified by a medical practitioner.

- b) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof.
- c) The amount of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.
- d) An employee absent on an authorized leave of absence on the date the employee was to become eligible under this Plan, as set out in Section 4, shall, upon the date of return to active employment, be eligible to participate in this plan.

6. MISCELLANEOUS PROVISIONS

- a) An employee absent on an authorized leave of absence on the date the employee was to become eligible under this plan, as set out in Section 4, shall, upon the date of return to active employment, be eligible to participate in this plan.
- b) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan up to a maximum of 31 days, or up to the date the employee would have been laid off should lay-off occur during this period.

7. **GOVERNMENT DISABILITY PLANS**

- a) The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plan, or similar provisions in any other Government Plans for disability, for which the employee is receiving an amount of disability benefit under this Plan, except for war disability pensions and Workplace Safety Insurance Board disability pensions.

It is understood that an employee receiving benefits under this Plan will make an application for Disability Benefits under the Canada or Quebec Pension Plan when eligible to do so, and when the employee's disability has been determined as being severe and prolonged by the employee's physician. If the application is approved, benefits under this Plan will then be offset by the amount of CPP/QPP primary benefit received by the employee, retroactive to the date of eligibility as approved by the Canada or Quebec Pension Plan.

- b) The Company and/or Insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan or such other Government Plans.
- c) The amount of disability benefit in excess of the amount which should have been paid may be

deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or Insurer, as the case may be through some other mutually satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

The Company and/or Insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a medical practitioner, designated by the Company and/or Insurer.

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

9. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of their absence due to disability, following which the Company will issue the necessary initial claim forms to the employee.
- b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim forms to the insurer as its agent for further processing.

- c) The Company will meet the representatives of the Union from time to time, for purposes of discussing the administration of the Plan and any problems which may arise.
- d) Should an employee or the Union have any complaint concerning entitlements to benefits under the Plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. The arbitration board shall have the powers to adjudicate on the merits of the grievance.

10. WEEKLY INDEMNITY RESOLUTION PROCESS

For all contractors, the following weekly indemnity dispute mechanism will apply conditional to:

- The insurer has received the required claim forms fully completed; and
- The employee has given authorization to the insurer to access the information they require to adjudicate the claim.

- a) If requested by the employee, the Contractor will make advance payments at normal pay intervals until the claim is processed. The employee will sign a promissory note stating that they have submitted the claim as required above and will reimburse the Contractor for any advance payments received.

b) The insurer may request additional medical information throughout the duration of the employee's absence to support eligibility.

c) Regardless of b) above, if there is a medical dispute as to the validity of a claim and/or the continuance of a claim and if the physicians of the employee fail to provide sufficient medical information to support the claim, the employee will undergo an IME (Independent Medical Exam) by a mutually agreed to medical specialist and the results of the IME will be binding on the insurer. A list of appropriate physicians/specialist can be obtained from the Insurer. Payments will continue until the results of IME are received.

Letter of Understanding

Between

Domtar
Dryden Forestlands

And

Unifor
Local 324

Subject: Disability Management

What is a Disability management program?

- A program that helps employees return to the workplace as soon as possible following any injury, accident or sickness
- A program with co-operation and interaction between the Company, contractors, the Union, benefit providers, physicians and WSIB.

Article I. Disability Management Policy

The Contractors in consultation with the union will make every reasonable effort to provide meaningful and productive work to disabled employees who, because of any injury or sickness, are unable to perform their regular

job duties. The parties will jointly assist disabled employees.

Article II. Program Goal

To return disabled workers to their pre-accident earnings profile in meaningful and sustainable employment.

Article III. Program Principles

- Effective management of workers rehabilitation through a knowledgeable cooperative approach
- Ensure the injured worker receives prompt, effective, timely, access to services required to enhance and facilitate their rehabilitation
- Each contractor will make every reasonable effort to identify meaningful and productive modified work for employees unable to perform their regular duties.

Article IV. The Objective of our Disability Management Program

- Return injured workers to their pre-injury position quickly, safely and successfully
- Ensure excellent communication between all parties
- Ensure employees are treated fairly and consistently
- Promote improved health and safety
- Promote productivity

- Through the use of experienced trained workers
- By more effective management of compensation costs

Article V. Return to Work Agreement

Should an employee become unable to perform their regular job duties due to any injury, every reasonable effort will be made to place the employee in another job which they are capable of performing.

The parties acknowledge the benefits of early rehabilitation planning to facilitate the medical and vocational recovery of an injured worker; thereby restoring the worker as close to their pre-accident earnings profile as possible

Work will be modified to accommodate the injured workers needs and duties will be progressively restored as the worker recovers.

The injured workers regular position may be temporarily filled.

All employees, as per WSIB regulations, will be required to participate in the Modified Work Program and sign the Workers Claim/Consent Form and present such form to the physician.

It is agreed, that a Disability Management Committee comprised of one Management and one

employee/union representative be formed in each contractor operation.

Disability Management Committee Roles:

They are to promote the program to all employees.

Representatives may be called on:

- to assist in reviewing individual cases and opportunities to return to the work place
- to make recommendations in development of Recovery Plans for the affected employee
- to assist in the follow-up and monitoring of an individuals recovery plan.
- to make recommendations to jobs, tasks, or even the process which may facilitate accommodation of the affected employee temporarily, long term or permanently.

The Committee will take into account:

- the type of work the individual is normally capable of performing (physical, mental, emotional, skill, educational qualifications, etc.)
- the present level of the individuals physical and occupational abilities
- the medical and physical restrictions recommended by a legally qualified medical Practitioner. (usually the treating physician)
- the present level of educational capabilities possessed

- reasonable task progressions to help facilitate recovery

Dated at Dryden, Ontario, this 9th day of November 2018

FOR THE
COMPANY

James Blight
Jan Park

FOR THE UNION

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LONG TERM DISABILITY BENEFIT PLAN

1. DEFINITION

In this plan, unless otherwise specifically provided:

- a) "Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the Short Term Disability Plan and who for up to the next ensuing twelve (12) months is unable, because of disease or injury, to work at their regular occupation, and thereafter is unable to perform any and every duty of every occupation within the Domtar Dryden Operations for which the employee is reasonably fitted by education, training, or experience.
- b) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Domtar and Unifor Local 324;
- c) "Insurer" means the insurance company or carrier appointed by the Company;
- d) "Plan" means the Domtar Long Term Disability Benefit Plan for Forestlands Employees;
- e) "Weekly Earnings" mean, in the case of a day or shift worker 40 hours x the employee's regular hourly rate; for a pieceworker "Weekly Earnings" mean 40 x the Feller-Limber hourly rate.

- f) "The Company" means Domtar.

2. **PARTICIPATION**

- a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- b) Participation in this Plan is limited to employees who have accumulated 45 days of seniority with the Company.

3. **AMOUNT OF DISABILITY BENEFITS**

The amount of disability benefits shall be 55% of an employee's weekly earnings (as defined in Section 1 e)), immediately preceding the date of disability payable until the earlier of recovery, or attainment of age 65.

4. **ELIGIBILITY FOR PAYMENT**

- a) An employee shall be eligible to receive an amount of disability benefit after 52 weeks of weekly indemnity entitlement for the same disability under the Company's Short Term Disability Benefit Plan.
- b) An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefits, even though a work shortage develops which would have resulted in the employee being laid

off had they been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.

- c) An employee shall not be eligible for an amount of disability benefit under this plan unless the employee is actively employed by the Company at the date that the employee becomes eligible or until the employee subsequently returns to active employment.
- d) In the event of a lay-off, an employee who is insured under the terms of this plan shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.
- e) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to the employee's lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- f) Successive periods of disability separated by less than six consecutive months shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the

previous disability and commences after return to active employment on full time.

- g) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
 - i.) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii.) Self-destruction or any self-inflicted injury, while sane or insane, or
 - iii.) Any injury or illness resulting from insurrection or war, whether was be declared or not, or from participation in riot or civil commotion, or
 - iv.) Disability for which the employee is not under the treatment of a physician, or
 - v.) Alcoholism or Drug Addiction unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

- h) An amount of disability benefit will not be payable following the early retirement date of any employee, if

early retirement was approved prior to the onset of disability.

- i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half days regular pay, from the Company.

- j) An amount of disability benefit under this plan shall not be payable,
 - i) while the employee is on or could be placed on Maternity/Parental Leave, or

 - ii) if an employee fails to qualify for Maternity/Parental Leave because of failure to meet the length of service requirements, during the Pregnancy/Maternity Leave that the employee could be on if she qualified for such Leave, in accordance with the Employment Standards Act 1974, Ontario, or any other relevant provincial statutes.

5. PAYMENT OF BENEFITS

- a) The daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof. Payment of such benefits will be made in accordance with Section 5 b) below.

- b) Disability benefits will be paid monthly in arrears. The monthly benefit is equal to 4.33 times the benefit under Section 3 hereof.

6. MISCELLANEOUS PROVISIONS

- a) An employee absent due to disability or on an authorized leave of absence, on the date the employee was to become eligible under this plan, shall, upon the date of return to active employment, be eligible to participate in this plan.
- b) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan to a maximum of 31 days.

7. GOVERNMENT DISABILITY PLANS, INCLUDING WORKPLACE SAFETY INSURANCE BOARD

- a) The amount of disability benefit under this plan will be reduced by the amount of primary benefits for which an employee is eligible under the disability benefit provisions of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, including W.S.I.B. benefits, for the same disability which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pension, W.S.I.B. Disability Pension, and

except for increase in government benefits occurring 12 months or more from the date of the first benefit payment;

- b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans;
- c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employees absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

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

Should the employee so desire they may seek the opinion of a doctor of their choice; should the diagnosis of the employee's doctor not be in agreement with that of the

physician designated by the insurer and/or Company, a physician, who is a practicing specialist of the disability in question, satisfactory to the parties, shall render a final and binding opinion.

9. REHABILITATION

An employee receiving an amount of disability benefits under this Plan may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, the employee may be declared not eligible for an amount of disability benefits.

10. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of their absence due to disability, following which the Company will issue the necessary initial claim forms to the employee;
- b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the plan, and the Company will forward the claim forms to the insurer for adjudication and processing.
- c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or insurer may establish claims control procedures.

RETIREMENT INCOME PLAN (1985)

1. DEFINITIONS

- a) "Company" means Domtar.
- b) "One Year of Continuous Service" means service on the payroll of the Company totaling 200 work days or more (as specified under Article 6.03 of the Collective Agreement) from the last date of hire.
- c) "Employee" means a person who
 - i) is employed in a full-time regular position including pieceworkers but excluding employees hired under the silvicultural Addendum;
 - ii) is on the Company's hourly payroll, and
 - iii) is a member of Unifor Local 324.
- d) "Member" means an Employee who has fulfilled the eligibility and enrollment requirements of Section 4.
- e) "Member's Account" means all contributions by the Member and the Company on behalf of the Member, plus investment earnings.

- f) "Retirement Plan" means this Plan to provide retirement income benefits for Dryden Forestlands Employees of the Company.
- g) "Plan Trustee" means the trustee and/or insurance company appointed by the Company to be the administrator of the Plan and custodian of the Plan's assets.

2. The parties of this Agreement agree that there will be no change, suspension or discontinuance of the Retirement Plan for the life of this Agreement, except through mutual agreement by the parties to this Agreement or through government legislation. If, at any time, it shall be necessary or appropriate to make any revisions in the Retirement Plan to obtain or retain any acceptance or approval by tax authorities or to comply with any applicable law, the Company will amend the Plan accordingly to comply.

3. The conditions and provisions of this Retirement Plan will be embodied in the text of the Retirement income Plan for Forestlands Employees.

4. ELIGIBILITY AND ENROLLMENT

Each Employee in active service and each Employee who is on authorized leave for vacation, jury duty or bereavement on October 26, 1985, shall join Part A of the Retirement Plan on that date provided the employee has completed at least one year of continuous service.

5. **CONTRIBUTIONS**

a) Part A - Mandatory

The Company will contribute \$107.50 for each calendar month, to a maximum of \$1,290.00 per year, for which the Member receives pay for time worked, or is on short term disability, long term disability, workers compensation (first 12 months only), vacation, jury duty, bereavement, maternity or is on temporary leave of absence on Union business or off-the-job training. Contributions will commence for the pay period which ends the later of September 1, 2014 or the date the employee becomes a member.

Effective May 1, 2015, the Company contribution will be \$110.00 for each calendar month, to a maximum of \$1320.00 per year.

Effective January 1, 2016, the Company contribution will be \$112.50 for each calendar month, to a maximum of \$1,350.00 per year.

Effective January 1, 2017, the Company contribution will be \$115.00 for each calendar month, to a maximum of \$1,380.00 per year.

Effective January 1, 2018, the Company contribution will be \$117.50 for each calendar month, to a maximum of \$1,410.00 per year.

The employer will make a one-time payment of 1% of an individual's 2020 pensionable earnings directly into the member's plan on September 1st, 2021.

b) Part B - Voluntary

i) Employee Contributions

A member may elect to voluntarily contribute to the Plan, at the rate of \$107.50 for each calendar month. The deduction will be made only if the Member qualifies for the Company basic contribution under Plan A for the pay period and has sufficient net earnings from the Company during such period from which the deduction may be made.

Once the member begins to contribute, payroll deductions will automatically continue until the members normal retirement date unless the member files an election to stop contributions. Member contributions may be stopped or started on any January 1st.

Effective May 1, 2015 the employee voluntary contribution will be \$110.00.

Effective January 1, 2016 the employee voluntary contribution will be \$112.50.

Effective January 1, 2017 the employee voluntary contribution will be \$115.00.

Effective January 1, 2018 the employee voluntary contribution will be \$117.50.

The employee voluntary contribution may be greater than the above rate. A greater contribution by an employee will not change the Company Match.

ii) Company Match

The company will contribute \$107.50 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective May 1, 2015, the Company will contribute \$110.00 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective January 1, 2016, the Company will contribute \$112.50 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective January 1, 2017, the Company will contribute \$115.00 for each calendar month that the member makes a contribution under paragraph (b) i) above.

Effective January 1, 2018, the Company will contribute \$117.50 for each calendar month that the

member makes a contribution under paragraph (b) i) above.

Company and Member contributions may not be withdrawn from the Plan while the Member is employed with the Company.

6. **RETIREMENT DATES**

- a) Normal Retirement - the Normal Retirement Date is the first day of the month following the members 65th birthday.
- b) Early Retirement - Early Retirement will be permitted at the election of the member on or after the first day of any month following attainment of age 55.

7. **RETIREMENT BENEFITS**

At retirement, the Members Account will be used to provide a pension payable monthly for life. The amount of annual retirement benefit payable to the Member will depend on the value of the Members Account, the Members age, the form of payment chosen, and the prevailing interest rates at retirement. Prior to retirement, the Member may elect one of the following forms of pension depending on which one best suits their situation:

- a) Life Only
- b) Life guaranteed 5, 10 and 15 years
- c) Joint and 50% Survivor

d) Joint and 100% Survivor

Pensions will normally be provided through the purchase of a life annuity from a life insurance company licensed to transact business in Canada.

8. TERMINATION OF EMPLOYMENT

Company contributions are immediately vested in each Member. Thus, when a Member terminates employment the Member remains entitled to the full value of the Member's Account.

The Member's Account is locked in and must be used for the provision of retirement income. Upon termination of employment for reason other than death or retirement, the Member's Account must be transferred from this Plan to one of the following, as elected by the Member:

- a) the pension plan of a subsequent employer, provided that such employer accepts the transfer and agrees to administer it on a "locked-in" basis; or
- b) a personal "locked-in" registered retirement savings plan.

"Locked-in" means that the funds and interest earnings hereon must eventually be used to purchase a pension, payable for life, from a life insurance company.

As an exception, the Member's Account will be paid in a lump sum cash settlement if such Member has less than 2 years participation in the Plan at the date of termination.

9. TRANSFERS IN

A person who becomes an Employee of the Company may elect to make a single lump sum transfer of monies to this Plan from a tax-sheltered pension plan of their prior employer. The amount transferred to this Plan will be administered in accordance with the rule of this Plan.

Such employee will be considered a new hire for purposes of enrollment in the Plan and eligibility for company contributions.

10. DEATH IN SERVICE

Each Member will be required to designate a beneficiary at enrollment date. If the Member dies while employed by the Company, the Members Account will be paid in a lump sum to their named beneficiary or, in the absence of a valid beneficiary designation, to their estate.

11. ADMINISTRATION

The Company will be responsible for all aspects of the Plan administration and will pay the cost of administering the Plan. Individual employee statements will be prepared and distributed annually by the Plan Trustee showing the Member's position in the Plan.

12. RETIREMENT BRIDGE

Active employees who have worked more than twenty (20) years for the Company and who retire at age fifty-eight (58) or later will be eligible for a bridging supplement equal to ten dollars (\$10) per month per year of service to a maximum of thirty (30) years of service.

Effective May 1, 2015

At age sixty (60) the bridging supplement will increase to fifteen dollars (\$15) per month per year of service to a maximum of thirty (30) years of service.

The above bridging supplement will be paid on a monthly basis until the attainment of age sixty-five (65) or the death of the retiree, whichever occurs first.

MEMORANDUM OF AGREEMENT

BETWEEN

**UNIFOR
LOCAL 324
(hereinafter the “Union”)**

-and-

**DOMTAR INC.
(hereinafter the “Company”)**

WHEREAS the Company and the Union are parties to a collective agreement.

AND WHEREAS the parties are desirous of providing for Third Party Agreements covering Third Party Employers and their employees cutting on the Company limits and work sites.

NOW THEREFORE, the Company and the Union agree as follows:

1. The provisions of Article 3.01(b) of the Collective Agreement shall not apply where a Third Party pursuant to an agreement with the Company harvests wood on the Company’s limits and work sites provided that the Third Party and the Union execute the Memorandum of Agreement attached hereto as Appendix “A”.

2. Prior to any Third Party commencing harvesting operations on the Company limits and work sites, the Union will meet with the Third Party and the Company shall provide the Union with the following:
 - (a) a copy of its agreement with the Third Party exclusive of price;
 - (b) notification of the amount of wood to be harvested by the Third Party and the location and timing of the cut.
- 1) While Third Party agreements are in place in the Ear Falls/Red Lake areas, no mandatory moves from Ear Falls to Dryden will berequired.
- 2) Ear Falls employees who move to Dryden as a result of a bid or a transfer will receive a fifteen thousand dollar (\$15,000) lump sum housing/relocation assistance payment.
- 3) Ear Falls employees who forfeit their protected status prior to August 31st, 1995 will receive a one time lump sum payment of twenty thousand dollars (\$20,000).

Signed at Dryden, Ontario, this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

Appendix 'A'
MEMORANDUM OF AGREEMENT
BETWEEN

_____ Hereinafter referred to
As the "Company"

And

Unifor
Local 324
Hereinafter referred to
As the "Union"

The above parties hereby agree that when operations are conducted by the Company on areas under Third Party Agreement with Domtar Inc., Dryden, the following conditions will apply:

1. The Company agrees that it is in favour of its employees covered by this Agreement becoming members of the Union and will facilitate Union membership solicitation.
2. Employees will be established on a seniority list consistent with Article 12:01 of the Collective Agreement between Domtar Inc., and Unifor Local 324. The Company will provide the Union with a seniority list updated monthly or as required.

3. Employment of any new employee shall be considered probationary until they have worked for four (4) calendar months. Extensions may be granted with mutual agreement between the parties when there has been insufficient time to assess their performance.
4. There shall be no strikes caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.
5. The Union shall have the right to post notices dealing with Union affairs upon the bulletin board of the Company, such notices to have approval of the Company before such posting. A copy of the notice is to be given to the Company for their records.
6. Employees will be paid bi-weekly according to the Wage Schedule set out in the Collective Agreement between Domtar Inc., and Unifor Local 324.
7. Union dues and initiation fees will be deducted and remitted to the Union Office consistent with Article V of the Collective Agreement between Domtar Inc., and Unifor Local 324.
8. When operations are conducted on a full time basis (more than thirteen weeks per year), the Company will provide a benefits package consistent with the Collective Agreement Domtar Inc., and Unifor Local 324 as follows:

Article XIV	Drug and Hospital Care Plans
Article XV	Life Insurance
Article XVI	Short Term and Long Term Disability Plans
Article XVII	Bereavement Pay
Article XIX	Dental Care Plan
Article XX	Pension Plan
Article XXI	Vision Care Plan

9. In the case of an employee who is called for jury service, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) or (10) hours of pay based on the employee's regular straight time hourly rate and the payment he or she received for jury service. The employee will present proof of service and of pay received therewith when making his or her claim for such allowance.

10. Adjustment of Grievances will be handled consistent with steps outlined in Article VIII of the Collective Agreement between Domtar Inc., and Unifor Local 324. It is understood that steps III and IV would involve representatives of Domtar Inc.

11. It is the responsibility of the Company to ensure that all employees are adequately covered by Workers' Compensation benefits. It is understood that owner operators are considered employees by the Company.

12. This agreement is for _____ cubic meters of wood harvested by _____.
13. Unifor Local 324 members employed by Full Book Trucking Contractor's will have priority over Third Party Agreement trucks.
14. The Company and the Union agree to ensure to the utmost extent possible, the safety and physical welfare of the employees covered by this agreement. It is agreed that the Company and the Union shall cooperate collectively in maintaining and improving safety and first aid practices. The Company agrees to provide adequate communications including two-way radios at or near work sites. The Company and the Union agree to set up and maintain a joint safety committee to promote safe working conditions and practices consistent with Article 10.01 of the Collective Agreement between Domtar Inc., and Unifor Local 324.
15. Work schedules may be six (6) days per week, forty (40) hours per week and either (10) hours per day or eight (8) hours per day.
16. Driving Per Diem
All commuter employees required to drive a Contractor vehicle will be paid a per diem of forty dollars (\$40.00) per day.
Effective September 1, 2020 increase the daily driving per diem to forty-five dollars (\$45.00).

DRIVING TIME FOR ALL COMMUTING EMPLOYEES

Daily driving time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

RIDING TIME FOR ALL COMMUTING EMPLOYEES

Effective September 1, 2015 for all Commuting Riders only the following will apply:

- Riding time in excess of 75 minutes each way will be paid at an employee's regular rate of pay.

- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

Effective September 1, 2020, for all Commuting Riders only the following will apply:

- Riding time in excess of 60 minutes each way will be paid at an employee's regular rate of pay.

- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

There will be a moratorium on any additional negotiated increases to Riding and Driving Time taking effect or being applied between contract expiry on August 31, 2022 to August 31, 2024. Trip

times will be used to determine travel time and will be calculated using posted speed limits.

17. To subsidize the cost of required apparel such as safety pants, boots, gloves and mitts the Company will make a one time annual payment in the amount of \$120.00 to each active employee with a minimum of six (6) months seniority, and payable in December of each year.
Effective September 1, 2016 the subsidy will increase to one hundred and fifty dollars (\$150.00).
18. Vacation with Pay credits shall be paid on the following basis:
 - a) 4% of gross earnings for employees who have worked less than 800 days.
 - b) 6% of gross earnings for employees who have worked 800 days or more but less than 2000 days.
 - c) 8% of gross earnings for employees who have worked 2000 days or more but less than 5000 days.
 - d) 10% of gross earnings for employees who have worked 5000 days or more.
19. Employees who have accumulated one hundred twenty (120) days seniority will be granted two (2) floating holidays per year. Such holidays will be taken at a time satisfactory to the employee and his or her supervisor.
20. Employees who qualify shall be paid without the

performance of work for the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day

Effective November 11th, 2020 Employees who qualify shall be paid without the performance of work for the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

21. The Company agrees to provide transportation or equivalent to individuals employed in third party operations.
22. When operations are moved on a temporary basis the Company will provide lodging and in addition, a meal allowance of thirty (\$30) per day.
23. It is understood that either party may terminate this Letter of Understanding upon giving the other party at least thirty (30) days' notice of their desire to terminate the Letter of Understanding for any reason.

Signed at Dryden, Ontario, this 9th day of November 2018.

For the Company :

James Blight

Jack Harrison

Jan Park

For the Union:

Steve Boon

George Smith

Brent Mudryk

Brian Wintle

Tony Swiatkevich

Dan Norris

LETTER OF UNDERSTANDING

BETWEEN

**Unifor LOCAL 324
(hereinafter the “Union”)**

-and-

**Domtar
(hereinafter the “Company”)**

It is understood and agreed that where this Letter of Understanding is in conflict with Appendix B of the Collective Agreement, in whole or in part, the terms and conditions as set out in Appendix B will supersede same.

LOCAL 324 – WOOD HAUL

DEPARTMENTS – KIROUAC, RICCI, VICTORY, R&W

PRINCIPLES:

“All new Trucking Contractors that come on to the Weyerhaeuser limits will fall under the full book Agreement.”

MARSHALLING POINTS – HAULS

South District

Kirouac Roundwood - Dryden

Kirouac Chip	-	Dryden
Ricci Roundwood	-	Ignace
Ricci Chip	-	Dryden
Raleigh Falls Chip Haul	-	Ignace
New Tech Roundwood	-	Dryden

North District

Kirouac Roundwood	-	Ear Falls
R & W Roundwood	-	Ear Falls
Victory Roundwood	-	Ear Falls

2. MOVEMENT OF PEOPLE – POSTINGS FOR VACANCIES

- Postings – open bidding, 5 day qualifying period
- Temporary – definition, posted within Contractor only
- Seasonal – definition, posting open specifying tenure, e.g. 3 months, 6 months until half loads, etc.

3. MOVEMENT OF PEOPLE – BUMPING BY SENIORITY

- ***Bumping rights will be affected by length of time off, by Contractor and by location (North District – Ear Falls, South District – Dryden, Ignace)***
- Bumping due to lack of work (less than one (1) calendar week) – Regardless of chip or roundwood hauls, company seniority will be recognized. Note: One (1) day re-scheduling period will be used before a bump within contractor occurs.

Exercising their seniority to bump is first applied in the employee's Contractor and district (eg. South person bumps within his Contractor and District first). If this is not achievable, the next point applies.

- Bumping due to lack of work, more than (1) calendar week (seven consecutive days). Regardless of chip or roundwood hauls, CEP Local 324 seniority will be recognized and can be applied to Kirouac/Ricci/Victory/R&W operations and all districts (ie. North and South).
- Senior employee will be placed in the work schedule after the completion of seven consecutive days as stated in the previous point.
- Optional to bump or accept lay-off
- Contractors obligation to train drivers to qualify on chip haul and roundwood haul
- Drivers/operators bump subject to qualification
- Kirouac/Ricci/Victory/R&W employees exhaust all employment opportunities with that contractor before changing employers

4. SENIORITY LISTS

- Kirouac will maintain a seniority list common to all roundwood drivers, chip drivers, loaders.,
- Ricci will maintain a seniority list common to all roundwood drivers, chip drivers, loaders.
- Victory will maintain a seniority list common to all roundwood drivers, loaders.
- R&W will maintain a seniority list common to all roundwood drivers, loaders.

- Common list of all Ricci/Kirouac/Victory/R&W employees = CEP Local 324

5. THIRD PARTY TRUCKS – AUTONOMOUS

- No bumping rights to or from Kirouac/Ricci/Victory/R&W hauls
- Cannot haul when Ricci/Kirouac/Victory/R&W are down
- Vacancies can be filled by Kirouac/Ricci/Victory/R&W employees as alternate work when available, by qualifications and in order of seniority

6. ROAD CONSTRUCTION/SANDING – AUTONOMOUS

- No bumping rights to or from Kirouac/Ricci/Victory/R&W hauls
- Vacancies can be filled by Kirouac/Ricci/Victory/R&W employees as alternate work when available, by qualifications and in order of seniority.

Signed at Dryden, Ontario, this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

APPENDIX B

SEPTEMBER 10, 2009

**MEMORANDUM OF AGREEMENT
RE: DOMTAR WOODLANDS RESTRUCTURING**

BETWEEN

**DOMTAR INC.
DRYDEN OPERATIONS
(the “Company”)**

- and -

**UNIFOR
LOCAL 324
(the “Union”)**

WHEREAS the Company, its Contractors and their employees, the Union and its members have endured real and considerable hardship arising from current economic conditions;

WHEREAS the Company, its Contractors and the Union are committed to jointly endeavouring to minimize such hardship and, to the best of their abilities, maintain the operations of the Company in the face of these substantial economic challenges by way of effecting the necessary changes to that Collective Agreement;

WHEREAS it is acknowledged that fiber costs are the single largest input cost to the Company's processing facilities in the manufacturing of forest products;

WHEREAS it is critical that delivered fiber costs for the Company's Dryden Pulp Mill and Ear Falls Sawmill be reduced in order to survive the current economic challenges and thereafter set the respective sites up for long-term success,

THEREFORE, the parties agree as follows:

1. **Voluntary Retirement Incentive:** The Company will offer a Voluntary Retirement Incentive to each of the eligible Contractor employees on the Protected List as follows. An employee taking advantage of this offer must notify the Company in writing of his intent to retire within 45 days of ratification of this agreement. The employee must then retire on or before December 31, 2009.
 - a) Lump sum amount of \$50,000 per eligible employee on the Protected List less applicable taxes required by law.
 - b) Option to transfer to a designated RRSP account in accordance with CCRA designation allowances.
 - c) Active employees on the Protected List who have worked more than twenty (20) years for the Company and who are at least fifty-five (55) years of age as of their date of retirement, will be

eligible for a bridging supplement equal to ten dollars (\$10) per month per year of service to a maximum of thirty (30) years of service. The above bridging supplement will be paid on a monthly basis until the attainment of age sixty-five (65) or the death of the retiree, whichever occurs first.

- d) Option to elect to purchase Retiree Benefits provided the retiree pays the full premium cost.
- e) For greater certainty, it is acknowledged and agreed that the Contractor employees on the Protected List are only eligible for Voluntary Retirement if they have opted not to accept the Lump Sum payment referenced in article 7 of this Agreement.

2. **Hours of Work**: Article 11.00 and all related articles, letters of understanding and past practices are hereby amended to reflect the following:

- a) Trucking shift schedules may be based on 8-12 hour shifts, or a combination thereof, within a weekly schedule.
- b) Road Maintenance (ie. grading and sanding) shift schedules may be based on 8-12 hour shifts, or a combination thereof, within a weekly schedule. It is however, understood that if 12 hour shifts are utilized, work will commence and end at an established marshalling point.

- c) The Company's Contractors presently intend to continue with 10 hour shifts within the Chipping operation, however, it is understood that the shift start times will be changed so that the first shift start time and second shift start time are 12 hours apart. The intention is not to work chipping operations longer than the scheduled shift duration. The union will be consulted before changing start times.
- d) Time worked in excess of regular scheduled hours per shift or outside the employee's regular weekly work schedule will be paid for at the rate of time-and one-half. Hours worked by an employee on Sunday will be paid for at the rate of time-and-one half. In all other cases, including voluntary make-up hours for cancellations, straight-time rates will apply in lieu of time and one-half.
- e) In circumstances where there are live in camps, a 7 day a week 12 hour shift rotation with Sunday as a regular scheduled work day, paid at straight time, may be utilized where necessary, if mutually agreed upon by both the Company and the Union.
- f) During extreme fire conditions or an act of God, scheduled hours may be temporarily altered to provide for maximum operational hours and any advancement or delay of start times during these periods will be at the Company's discretion, in

consultation with the Contractor and the Union. Without mutual agreement from the union, scheduled hours will not be altered for more than one day, (24hours), in any one week period due to an act of God.

- g) An employee who commences a shift and who prior to the midpoint of the shift is unable to continue to work due to reasons beyond the employee's control will receive payment for one half of the employee's scheduled hours for that day. Should an employee after the midpoint of the shift be unable to complete the shift due to an act of God or a mechanical breakdown and alternate work is not available, the employee will be paid for the hours actually worked that day.

3. Shift Cancellations: It is understood that when shift cancellations are required, due to extreme fire conditions, mechanical breakdowns, weather events that create unsafe, operating conditions, an act of God, or due to extremely poor operating conditions related specifically to the gravel haul, there will be no payment in lieu of two days' notice if employees are notified at home prior to leaving for work. The Company will attempt to provide as much notice as possible on all cancellations.

4. Flexibility: While not expressly addressed by any Collective Agreement articles, or letters of understanding, the parties are committed to the following principles:

- a) Flexible, cooperative work practices. These are acknowledged to be critical factors to helping the

Company compete, survive and prosper in the dynamic and highly cost competitive business climate experienced.

- b) By way of example, some such flexible work practices will include:
 - (i) operators doing minor maintenance, with proper training and tools.
 - (ii) mechanics running equipment in shift for short durations to assist when needed. This type of work will not be scheduled in advance, but mechanics may fill in for temporary situations for example, someone goes home ill, or to run a pusher when needed. Maintenance will continue to be the main priority for all mechanics.

5. **Camps**: Article 10.00 and all related articles, letters of understanding and past practices are hereby amended as follows:

- a) Camp living standards will meet applicable legislation as per the Health Protection and Promotion Act. CAMPS IN UNORGANIZED TERRITORY R.R.O. 1990, Reg.554., and as amended.
- b) Camp for up to 10 people
 - Not supported by a camp coordinator/cook.
 - No fee for staying in camp

c) Camp for greater than 10 people

- Supported by a staff Camp Coordinator/Cook

Fee for staying in camp will apply. The charge for board and lodging will be \$25.00 per day.

d) All camps will be at least 75km from a designated marshalling point.

6. Scheduled Vacation Protected List:

Notwithstanding the Letter of Understanding (page 55 re: Protected List), in the event of a temporary cessation of operations during spring break-up, April 1 – May 31 each year, up to two (2) weeks of paid vacation may be scheduled for protected list employees. The Company will attempt to provide as much advance notice as possible and each affected employee will have the option of substituting an unpaid leave in lieu of paid vacation. It is also understood that, with the exception of the tree plant, no other operations will occur on the limits during this period. The Company will also ensure that the only chip deliveries to the Dryden Pulp and Paper Operations that may occur during this period originate from the Ear Falls Sawmills or Kenora Forest Products.

7. Lump Sum Payment: The Company will pay to each active full book harvesting and road construction, contractor employee a one-time, lump sum payment

of \$9,000.00, less deductions required by law. Those employees on sick leave/WSIB or other leave of absence would be eligible for the lump sum payment once they return to work.

Riding time and Driving Time: Commuters (page 46), Walking Distance and Riding Time (page 47) and all related articles, letters of understanding, letters of resolve and past practices are hereby amended to reflect the following:

a) Driving Time: All commuter employees required to drive a Contractor vehicle will be paid a per diem of forty dollars (\$40.00) per day.

Effective September 1, 2020 increase the daily driving per diem to forty-five dollars (\$45.00)

DRIVING TIME FOR ALL COMMUTING EMPLOYEES

Effective September 1, 2015, daily driving time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.

RIDING TIME FOR ALL COMMUTING EMPLOYEES

Effective September 1, 2015 for all Commuting Riders only the following will apply:

- Riding time in excess of 75 minutes each way will be paid at an employee's regular rate of pay.

- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.
- Transportation will be provided for all employees from the Company's designated marshalling point.

Effective September 1, 2020 for all Commuting Riders only the following will apply:

- Riding time in excess of 60 minutes each way will be paid at an employee's regular rate of pay.
- Riding time in excess of 90 minutes each way will be paid at straight time pay and time will be incorporated into the work schedule that day.
- Transportation will be provided for all employees from the Company's designated marshalling point.

There will be a moratorium on any additional negotiated increases to Riding and Driving Time taking effect or being applied between contract expiry on August 31, 2022 to August 31, 2024. Trip times will be used to determine travel time and will be calculated using posted speed limits.

- a) The Company will make all reasonable efforts to ensure that harvesting/chipping operations for current full book commuting employees are given

preference in relation to work within closer proximity to marshalling points in order to minimize total travel time required each day. It is understood that the standard daily commute to and from work will average less than three (3) hours in duration under normal driving conditions.

8. **Bumping/Bidding:** The Departmental Seniority Letter of Understanding (page 62) and all related articles, letters of understanding and past practices are hereby amended to reflect the following principles:
- a) Clarify that existing “full book” trucking employees will have their own seniority list, will be protected from bumping from all other groups, and will have no bumping or bidding rights to other groups. For greater certainty, “other groups” means, harvesting, road construction, silviculture. In the event of a lay-off current full book trucking employees will have the ability to exercise their seniority within trucking.
 - b) Ensure that any employees in the existing “full book” harvesting operation will be protected from bumping from all other groups, and will have no bumping or bidding rights to other groups except in the case of a permanent lay-off. For greater certainty, “other groups” means, trucking, road construction, silviculture, etc.
 - c) Ensure that any employees in the existing “full book” road construction operations will be

protected from bumping from all other groups, and will have no bumping or bidding rights to other groups except in the case of a permanent lay-off. For greater certainty, “other groups” means, trucking, harvesting, silviculture, etc.

- d) Current full-book vacancies that become available will continue to be offered to current full-book employees within their group first, before new employees are then hired to fill any remaining vacancies. In the case of layoffs, it is understood that all new (Third Party) employees will be laid off prior to existing full book employees.
- e) After (5) years of service full book employees can bid on full book vacancies in other departments within the same Contractor they are working for. In determining the successful candidate the individual must be fully qualified and experienced.
- f) **Wood Haul:** The Wood Haul Letter of Understanding (page 103) and all related articles, letter of understanding and past practices are hereby amended to reflect the principle that trucking employees on lay-off may be accommodated on gravel trucks , sand trucks, float trucks, (provided they are qualified), prior to hiring any “new” employees. This accommodation will occur in accordance with the process set out in such Letter.

- g) Current Full Book employees will have the opportunity to bid on all positions or permanent vacancies within their contractor unit. Selection will be consistent with article 12.01 of the Collective Agreement. Only vacancies or positions created after date of ratification will be filled using the bid process. For greater clarity and without prejudice to either party in the application of this clause, Ricci Trucking is one contractor unit and Raleigh Falls Timber is a separate contractor unit.

9. Spare List:

- a) Each Contractor may have a spare list of up to (10) employees for each group, (Harvesting, Road Construction, Trucking). An individual can only be on one spare list. These employees will be utilized as relief to temporarily cover vacant full-time positions only when required. Full time employees will have the option, by seniority to fill all vacant shifts first to ensure that full time regular employees achieve their minimum full time hours in cases of shift cancellations.
- b) Employees on the spare list will fall under the “two page agreement”, Appendix A, however, as a spare they will not be entitled to Benefits or Pension. Should any of these employees be hired full-time thereafter, they will fall under the “two page agreement”, Appendix A, and their

seniority will revert back to date of hire as a spare seeking permanent employment.

- c) After six (6) months of working full time hours as a spare, spares will be entitled to receive Health Care, Drug and Dental benefits only. They must continue to work full time hours to continue to participate in the Health Care, Drug and Dental plans. If hired full-time, benefits will commence as per the Collective Agreement. These individuals will not start over in terms of a waiting period for benefits.
- d) After six (6) months of working full-time hours as a spare, should a permanent vacancy become available, the qualified spare with the most contractor service from that contractor will have the opportunity to fill a permanent vacancy with the Contractor.
- e) The parties agree that there may be spares who do not want to work full time and only wish to remain a spare. The Contractor will maintain separate lists of those seeking casual employment and those seeking permanent employment. An individual can only be on one spare list. Employees seeking casual employment will not establish seniority unless they change their status. These employees will notify the Employer of their intention in writing with a copy to the Union.

10. Two Page Agreement: Transition Plan (Page 110), Appendix A (Page 99) and all related articles, letters of understanding and past practices are hereby amended as follows:

- a) All current “two page agreements” (also known as “third party agreements”) remain in place. It is further understood that any new employee, in any phase of the operations within the jurisdiction of the Union with the exception of Seasonal Silviculture will be hired under the terms and conditions of Appendix A (page 99).
- b) Group B employees will have the opportunity to bid on all positions or permanent vacancies within their contractor unit. Selection will be consistent with article 12.01 of the Collective Agreement. Only vacancies or positions created after the date of ratification will be filled using the bid process. For greater clarity and without prejudice to either party in the application of this clause, Ricci Trucking will be considered one contractor unit and Raleigh Falls Timber is a separate contractor unit.
- c) For all Group B* employees only, in the event of a permanent lay-off, these employees may elect to be placed in a hiring pool. Only candidates that are fully qualified and meet all hiring requirements will be given preference. Should they decline the offer of employment from a

contractor they will be removed from the hiring pool. Participation in the hiring pool will be limited to not more than two years. An employee placed in the hiring pool, should they be hired by a new employer, will maintain their seniority for purposes of vacation entitlement and lay-off.

There will be no waiting period for benefits should they be hired by a new employer.

*Group B employees are all current third party employees (Appendix A) and future hires excluding spares.

11. Superseding Agreement: The foregoing amendments supersede all inconsistent Collective Agreement language, letters of understanding and past practices. For greater , clarity, it is understood and agreed that where this Agreement is in conflict, in whole or in part, with other such language, letters, etc., the terms and conditions as set out in this Agreement will supersede same.

12. It is understood that in all operations, new hires, existing 3rd Party employees and full book employees will work alongside each other to facilitate productive operation.

13. Renewal of current Collective Agreement related to Main Agenda Items:

The Company and Union agree that this restructuring agreement will be included and form part of the current Collective Agreement, expiring August 31, 2009 and its subsequent renewal. The Company

therefore agrees that in the course of normal negotiations to renew the current Collective Agreement, it will not seek concessions on wages, pension, benefits, or term, and without limiting the foregoing, any other monetary item, to be applied in the first thirty (30) months of the renewal Collective Agreement, provided that any negotiated changes in the renewal Collective Agreement do not increase the Company's fibre costs in the first thirty (30) months of the renewal Collective Agreement.

14. **Ratification**

The parties agree to recommend acceptance of the foregoing to its principals within ten (10) days of the date below subject to ratification by the union.

Dated this _____ day of _____, 2009.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

JOINT POLICY
For
DOMTAR INC.
And
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
AND ITS LOCAL 324

Domtar, Dryden Forestlands, has been and will continue to be a leader in the area of Workplace Health and Safety within the Canadian Forest Industry. The Union and the Company are “Committed to Excellence” with regards to the Health, Safety and Wellness of all Company employees.

To this end, the Company and the Union agree that the provisions of the current Occupational Health and Safety Act of Ontario presently in force will from this day forward be the recognized minimum standard for Health and Safety in its Ontario Forestlands operations.

These are the principles to which both parties are committed.

Signed at Dryden, Ontario, this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

BETWEEN

WEYERHAEUSER

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
AND ITS LOCAL 324**

COVERALLS – CHIPPER OPERATOR

The Company agrees to provide coveralls for field chipper operators.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

Between
WEYERHAEUSER COMPANY LTD.
AND
**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION**
AND ITS LOCAL 324

RE: Scheduling of Operations (10 Hour Shifts)

To optimize the efficiency of Forestlands operations the employer reserves the right to operate on a six (6) day per week basis. Employees will normally be scheduled for forty (40) hours per week. The following provisions of the Collective Agreement shall be amended.

Hours of Work - Article XI

a) It is understood the Work Week schedule will average forty (40) hours per week, ten (10) hours per day, Monday to Saturday inclusive. Schedules will be worked out on a local basis and will include two consecutive days off wherever possible. To facilitate these schedules, the Sunday night shift may be included.

The Company will provide at least two (2) weeks notice to all employees affected by a change in the schedule from ten (10) hours to eight (8) hours or vice versa. It is

agreed that changes to the schedule will coincide with the end of a pay period.

It is the intention of the Company to implement ten (10) hour shifts and once implemented to maintain this shift arrangement on a consistent basis.

b) Shift Schedule - 10 hour shift

The first shift shall consist of ten (10) consecutive hours, meal time excepted, and shall commence at 6:00 a.m. or after. The second shift shall consist of ten (10) consecutive hours, meal time excepted, and shall commence **at 5:00 p.m.** and shall carry a shift differential of sixty cents (\$0.60) per hour.

c) Reporting Pay

It is understood for employees scheduled on a regular ten (10) hour shift, "one-half day" shall be interpreted as five (5) hours pay; "full day" shall be interpreted as ten (10) hours pay and wherever "four (4)" appears, this shall be interpreted to mean "five (5)".

d) Overtime

For employees scheduled on ten (10) hour shifts, time-and-one-half shall apply for all time worked in excess of ten (10) hours per shift, and for all hours outside of his/her regular schedule of work. Double time will be

paid after ten (10) hours of work on an employee's designated day off and on a Sunday.

f) Call-in

For an employee scheduled on a ten (10) hour shift, who is called out, and who continues to work into his/her shift, 11:07 shall apply after the employee has completed ten (10) hours work exclusive of the time worked prior to his starting time.

g) Job Postings

Job postings will stipulate eight hour shifts or ten (10) hour shifts as applicable.

Vacation With Pay - Article VI

For purposes of this Article, an employee who is working a ten (10) hour schedule shall have his vacation accrual credited with one and one-quarter (1.25) days for each day worked on the ten (10) hour schedule. The principle being applied is that an employee should not lose or gain "Vacation with Pay credits" Under Article VI, paragraph 6.02, of the Collective Agreement as a result of working on a ten (10) hour shift schedule rather than on an eight (8) hour shift schedule.

Holidays With Pay - Article VII

a) Qualified employees not working on a holiday shall be paid for eight (8) hours at their regular rate of pay if the holiday falls on their scheduled day off, or ten (10) hours

at their regular rate of pay if the holiday falls on their scheduled work day.

- b) An employee requested to work on any holiday shall be paid at the rate of time and one-half for his regularly scheduled hours of work, and at the rate of double time after his/her regularly scheduled hours of work. In addition and if qualified, shall receive ten (10) hours pay in lieu of the holiday.
- c) Notwithstanding the scheduled shift hours, an employee granted a floating holiday shall receive ten (10) hours pay.

Bereavement Pay - Article XVII

For employees working a ten (10) hour shift schedule, this clause will be administered on the basis of payment for each regular shift missed, but in no event shall the total paid exceed forty (40) hours pay in the case of death of mother, father, spouse or children, nor exceed twenty-four (24) hours pay in the case of death of other specified family members.

Jury Duty/Subpoenaed Witness Allowance - Article XVIII

Employees will be paid the difference between payment received for such duties and their regular pay they would have received for each scheduled shift lost.

This special agreement is subject to the approval by the Director appointed under the Employment Standards Act of Ontario following a joint application by the Union and the Company.

Short Term Disability

The three (3) continuous day waiting period that is used for eligibility when an employee is on an eight (8) hour shift schedule will be changed to twenty-four (24) hours of lost work for employees on a ten (10) hour shift schedule.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

BETWEEN:

DOMTAR INC.

("Domtar")

- and -

UNIFOR LOCAL 324

(the "Union")

Banking of Overtime:

Up to forty (40) hours of overtime may be banked each calendar year and taken in lieu of pay at a time mutually agreeable to the Employer and the Employee. The provisions for banking overtime are as follows:

1. The use of banked overtime will not result in additional overtime costs to the contractor.
2. Requests to bank overtime hours must be declared by the employee at the time the overtime is worked and cannot be reversed thereafter.
3. Overtime will be banked after a minimum of 1 (one) hour increments of time worked.
4. The application of banked time must comply with the contractor's current time off processes.

5. Banked time will be earned and used at the applicable overtime rate for all employees.

Eg. 1. 10 hours of **overtime** worked generates 10 hours of **straight time pay** and 5 hours of banked time to be taken at **straight time pay**.

2. **Regular** 10 hour shift plus 2 hours of **overtime**. Pay 10 hours straight time, request to bank 2 hours of overtime. Bank will reflect 3 hours of banked time to be taken at **straight time pay**.

6. Any unused banked overtime will be paid out at the end of each calendar year.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

Between

DOMTAR INC.

And

CEP Local 324

Re: New Production employee, graduated trainee equipment operator/truck driver rate.

Whereas: The CEP and Domtar are committed to encouraging greater training opportunities for First Nations and new inexperienced workers.

and Whereas: In order to encourage workplace training opportunities for inexperienced new employees, a new production employee graduated trainee equipment operator/truck driver rate structure is required.

Therefore the parties agree:

The starting wage within this progression program will be established as follows;

- From the start date to 1000 hours worked: 90% of the regular rate of the position occupied

From the 1001st hour worked, regular rate of the position occupied

Employees currently covered by the program will be covered by the new scale effective September 1, 2018.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

LETTER OF UNDERSTANDING

Between

DOMTAR INC.

And

CEP Local 324

Re: Students

The Company and the Union agree to the following:

- Students can be hired during the summer term from the beginning of May through to the end of August and may also work during the Christmas and Spring Break if applicable.
- It is agreed that students will pay dues to the Local.
- Applicants must be at least eighteen (18) years of age, have a Grade 12 diploma, proof of enrolment at a post-secondary institution or coming out of a full-time program (September – April) at a recognized post-secondary institution and proof of re-enrolment.
- Seniority does not accumulate from year to year.
- For each summer term of employment the student will remain with the hiring Contractor.
- Rates of pay will be as follows;

	9/1/2018		9/1/2019		9/1/2020		9/1/2021	
	starting	max	starting	max	starting	max	starting	max
Summer 1	20.37	22.74	20.78	23.19	21.30	23.77	21.83	24.36
Summer 2	22.77	25.13	23.23	25.63	23.81	26.27	24.41	26.93
Summer 3	25.18	27.55	25.68	26.19	26.32	26.84	26.98	27.51

- Start at the starting rate with \$1.00 monthly increases up to the maximum rate
- Summer 4 – Operators will be paid at the going “Relief Operator” rate of pay.
- Christmas and Spring breaks will be at the midrange of each previously completed season.
- Increases will be paid at the start of the first week after one month has been worked and each eligible month thereafter.

Signed at Dryden, Ontario, on this 9th day of November 2018.

For the Company :

James Blight
Jack Harrison
Jan Park

For the Union:

Steve Boon
George Smith
Brent Mudryk
Brian Wintle
Tony Swiatkevich
Dan Norris

APPENDIX C
CANADIAN COMMUNITY FUND

The Company will pay into the Canadian Community Fund (Unifor National Office – 205 Placer Court, Toronto, ON M2H 3H9) \$0.02 per hour for all hours worked.