



COLLECTIVE AGREEMENT

between

GEORGIA-PACIFIC CANADA , ULC

CALEDONIA, ONTARIO

and

UNITED STEELWORKERS

AFL-CIO-CLC

and

LOCAL UNION 14994

APRIL 1, 2009 TO MARCH 31, 2014

Insert Union Logo Here

COLLECTIVE AGREEMENT

Between

GEORGIA-PACIFIC CANADA, ULC, hereinafter referred to as "The Company"

and

UNITED STEELWORKERS, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, to be known as, UNITED STEELWORKERS, AFL-CIO-CLC, and its Local No. 14994, hereinafter referred to as "The Union".

ARTICLE 1

Purpose

1.01 The purpose of this Collective Agreement is to record terms and conditions of employment which have been mutually agreed to by the Company and the Union. The parties agree to cooperate in the maintenance of a constructive and harmonious relationship between the Company and its employees, to settle all differences in an amicable manner as provided herein, and to work together as stakeholders to promote a safe and efficient operation.

In recognition of the desirability of improving communications between the Union and the Company and to jointly facilitate solutions of mutual problems which may arise during the term of the agreement the parties agree as follows:

a) To establish a Mutual Interest Committee (hereinafter referred to as the MIC) consisting of not more than six (6) persons, half of whom shall consist of Senior Location Management and the other half representing the Executive of the Union. Minimum numbers of union representatives shall be consistent with Article 5 – Union Representation, of this Agreement.

b) It is the intention of both parties to consult and cooperate in the design and implementation of plans, programs or procedures that improve the competitive position of the Caledonia Plant production process in the gypsum products industry. The objective of the MIC will be to discuss general matters of mutual concern arising out of the administration of the collective agreement and its supplements, as well as other matters affecting the interests of the Company and the Employees. These matters will include mutual problems related to contracting out, scheduling, training, employee involvement, flexibility, and job restructuring.

c) It is understood, however, that the MIC is not intended to replace or interfere with the established Collective Bargaining procedures, the Grievance procedure or other established procedures for administration of the collective agreement and supplements.

d) The MIC will regularly meet on the second Tuesday of each month at a mutually convenient time. Furthermore, the MIC can meet more frequently as may be requested from time to time by either party at a mutually convenient date and time.

1.02 Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

ARTICLE 2 Recognition

- 2.01** The term "employee" as used herein shall include all employees at the Company's Caledonia location, save and except supervisors, persons above the rank of supervisor, office staff, security staff, quality control supervisors and employees in the Technical Section.

For the purposes of this agreement, the term "location" shall mean the Company's Caledonia location including all of its units.

- 2.02** The Company recognizes the Union, during the term of this Collective Agreement or any renewal thereof, as the exclusive bargaining agent for its employees for the purpose of collective bargaining with respect to hours of employment, rates of pay and all other conditions of employment defined in this Agreement.

- 2.03** The Company and Union agree that there shall be no discrimination, coercion, interference or restraint by either party or by representatives of either party, against any employee because of membership or non-membership, or holding office in the Union. The Union agrees that there shall be no solicitation or promotional Union activity on Company time or on Company premises except as herein provided.

The Company and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party because of race, creed, colour, sex or age.

- 2.04** Company Non-Bargaining Unit employees shall not perform work normally done by Bargaining Unit employees except that this shall not apply when they are engaged in:

- a) training employees as defined in the training plan established by the MIC
- b) preventing major product losses or damage to equipment or property
- c) performing experimental work
- d) assuring the safety of any person

If it is found that a supervisor has performed bargaining unit work (other than de minimis), the Company will pay the Union's Education Fund the equivalent of a minimum of six (6) hours at the straight time, class 5 rate, or the actual time worked at an overtime rate, whichever is greater.

- 2.05** The Company recognizes that the bargaining unit is the primary provider of

routine maintenance at the Caledonia Gypsum facility, and it is the Company's intent to staff the Maintenance Department sufficiently to meet the plant's normal maintenance requirements. Nevertheless, the Company may enter into agreements with independent contractors to perform any construction or maintenance work (including auxiliary functions and less technical maintenance work), when management determines that the requisite skill, equipment and/or personnel are unavailable to perform the work in an efficient and timely manner. When maintenance work is to be contracted out (excluding emergency or recurring work), the Company will notify the Union.

2.06 A student hired on a temporary basis for vacation relief is not subject to the following provisions of the Collective Agreement:

- a) seniority
- b) job postings
- c) transfers
- d) employee group insurance
- e) pension plan
- f) apprenticeship program

It is understood that no full time employees will be subject to lay-off until all students have been laid-off, nor shall students be hired while full time employees are on lay-off.

The student rate of pay will be \$2.00 per hour less than the current probationary rate.

2.07 The words "Union Made" will be added to the back of each board.

ARTICLE 3

Union Security

- 3.01** The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's constitution.
- 3.02** All employees who, upon the effective date of this Collective Agreement, are members of the Union or who subsequently become members of the Union shall, as a condition of employment, maintain their membership in the Union during the term of this Collective Agreement. Employees hired after the signing date of this Collective Agreement shall become members of the Union within forty-five (45) days of their hiring date, as a condition of employment. The expulsion of an employee from membership in the Union shall not be deemed cause for dismissal from the service of the Company, except in case of non-payment of Union Dues.
- 3.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 3.04** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in Article 3.03 in such form as shall be directed by the Union to the Company.
- 3.05** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 3.06** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

- 3.07** The Company shall introduce each new employee to his Union Steward during his probationary period.

ARTICLE 4

Management Rights

- 4.01** The right of the Company to manage its enterprise and to direct employees is hereby reserved in each and every detail except as such right shall be specifically abrogated by this Collective Agreement. The Company agrees that these functions shall be exercised in a manner consistent with terms of this Collective Agreement.

ARTICLE 5

Union Representation

5.01 The Company agrees to recognize a Negotiating Committee, not to exceed four (4) employees, selected by the Union, and a United Steelworkers of America Representative during the negotiation of a Collective Agreement.

5.02 The Company agrees to recognize a Grievance Committee, not to exceed four (4) employees, selected by the Union and, at the election of the Grievance Committee, a USW Representative at Step 3 of the Grievance Procedure. The number of representatives on this Committee will be based on the number of active shifts, as follows: one (1) shift – two (2) representatives; two (2) shifts – two (2) representatives; three (3) shifts – three (3) representatives; four (4) shifts – four (4) representatives.

Members of the Grievance Committee shall not leave their regular work without receiving permission from their supervisor and, will, upon resuming their regular work, report to their supervisor. In addition, one (1) Union Steward as selected by the Union, may attend a third-step grievance meeting without compensation for time lost.

5.03 The Company agrees to recognize a Mutual Interest Committee (MIC), with Union representatives not to exceed three (3) employees.

5.04 The Company agrees to recognize a Safety Committee, not to exceed four (4) employees, selected by the Union. The number of representatives on this Committee will be based on the number of active shifts, as follows: one (1) shift – two (2) representatives; two (2) shifts - two (2) representatives; three (3) shifts – three (3) representatives, four (4) shifts – four (4) representatives.

5.05 Recognition by the Company of the Committee Members referred to above shall be conditional upon advance notification by the Union of the names of the Committee Members. All Members of Committees shall be permanent employees who have completed the probationary period.

The Union shall supply the Company with an updated list of all committee members, if requested by the Company.

5.06 a) The Company shall pay employee Committee members their appropriate rate for the time spent during Third Step Grievance Committee meetings.

b) The Company shall pay employee Committee members eight (8) hours or twelve (12) hours, depending on their normal schedule of work, at their

straight time rate for attendance at arbitration hearings, normally scheduled MIC meetings and during negotiation of a Collective Agreement. Other than normally scheduled MIC meetings will be paid time spent at regular straight time rate.

- 5.07** The Company agrees to recognize one (1) Union Steward for each of its Departments on each work shift, in conformity with the terms of this Collective Agreement.

ARTICLE 6

Union Notices

- 6.01** Union Notices, signed by an authorized Union Officer, may be posted, after approval by the Company, on a designated Bulletin Board. The Company will provide and maintain one (1) bulletin board for the posting of Union notices.

ARTICLE 7

Seniority

- 7.01** Seniority shall be the total service of an employee with the Company, accumulated while the employee is actually at work and during such periods of absence as are defined herein.
- 7.02** A new employee shall be on probation for a period of 720 hours worked. He shall be placed on the seniority list using the first work day as the seniority date. In the event that more than one employee starts employment on the same day, they shall be placed on the seniority list in alphabetical order using their surname.
- 7.03** An employee shall cease to have seniority rights and his employee status with the Company shall be terminated for all purposes when he:
- a) leaves the Company voluntarily (includes retirement);
 - b) is discharged for just cause;
 - c) is absent from work for more than two (2) consecutive working days without satisfactory explanation
 - d) is laid-off for a period exceeding his accumulated seniority at the time of lay-off, with a minimum of twelve (12) months and a maximum of thirty-six (36) months;
 - e) is absent from work beyond the period of any leave of absence granted by the Company, without justifiable cause. Employees absent from work due to sickness and accident shall automatically be considered to be on leave of absence, providing the Company may require a doctor's certificate confirming such sickness and accident and a further certificate that the employee is able to return to work;
 - f) fails to return to work from layoff at the time specified by the Company, by oral notice or telephone confirmed by registered letter to his last address recorded with the Company. The Company is prepared to consider justifiable cause, other than failure to report change of address, in the administration of this Clause, provided that an employee shall notify the Company of his intention to return to work within two (2) working days of the receipt of such registered letter;

- 7.04** a) An employee who leaves the Bargaining Unit to accept another position with the Company shall stop accumulating seniority as of the date of his transfer and shall forfeit accumulated seniority unless he returns to the Bargaining Unit within three (3) months of such transfer except as noted below.
- b) An employee who transfers out of the Bargaining Unit, as above, and who subsequently returns to the Bargaining Unit within three (3) months shall not be permitted to transfer out of the Bargaining Unit again without forfeiting his seniority.
- 7.05** a) An employee, who has completed his probationary period will continue to accumulate his seniority during absences due to sickness, accident or authorized leave of absence equal to his accumulated seniority at the time the absence began but not exceeding thirty-six (36) months.
- b) An employee, who has completed his probationary period will continue to accumulate his seniority during lay-off not exceeding thirty-six (36) consecutive months from the date of the lay-off.
- c) An employee authorized to take a maternity and/or parental leave of absence in accordance with article 16.06 of the Collective Agreement will continue to accumulate seniority during the length of the absence.
- 7.06** Seniority shall be administered on a Caledonia location basis.
- 7.07** For the purpose of this Collective Agreement there shall be the following departments:
1. Wallboard manufacturing department
 2. Quality control department
 3. Mechanical maintenance department
 4. Electrical maintenance department
 5. Shipping department (shippers, rail crew, utility)
 6. Yard department (yard leader, yard labourers, yard equipment operator, janitor, receiver)
 7. Mining production department
 8. Mining maintenance department
- 7.08** The Company will keep a current seniority list posted at all times.
- 7.09** An employee transferred temporarily by the Company from one position to another shall retain his seniority in his original position.

ARTICLE 8

Lay-off and Recall From Lay-off

- 8.01** The procedure for lay-off and recall from lay-off shall be as follows:
- a) Temporary lay-offs shall mean lay-offs of seven (7) calendar days or less. Indefinite lay-offs mean lay-offs of more than seven (7) calendar days;
 - b) The seniority provisions of this Collective Agreement shall not be applicable to lay-offs of one (1) shift or less. Such short term layoffs will be balanced across the shifts;
 - c) The seniority provisions of this Article shall not operate in such a manner as to permit any employee to work a double shift because of a temporary lay-off;
 - d) When a temporary lay-off occurs in any department, the junior employees in that department shall be laid off first, provided that those employees who are retained are willing and able to do the jobs available;
 - e) When an indefinite lay-off occurs in any department, the most junior employee in that department will go out of the department and the most junior employee in the location shall be laid off first, provided that those employees who are retained are willing and able, with training, as prescribed by the MIC, to do the jobs available;
 - f) If an indefinite lay-off happens to be ninety (90) calendar days or less, because of unexpected pick-up in business, then all employees recalled will return to the job they were doing prior to the lay-off;
 - g) When work in a department picks up to the point where employee(s) must be recalled to work, after lay-offs in excess of ninety (90) calendar days, the openings in the department shall be posted in the location as they occur.
- 8.02** The Company shall give the Union Committee as much notice as possible (at least three (3) days) of an indefinite lay-off, and shall submit a list of those employees who shall be laid off.
- 8.03** Following a lay-off period an employee shall be recalled orally or by telephone. In the event the Company is not successful in contacting the employee orally or by telephone, he shall be recalled by registered letter to the last address recorded by the Company. A copy of the registered letter will be forwarded to the

Recording Secretary of the Union. In each instance of recall, with the exception of recognized trades, the last employee laid off shall be the first recalled and assigned work he can perform with training, as prescribed by the M.I.C.

- 8.04** For the purpose of lay-off, the Union President, the Vice President, the Financial Secretary, the Recording Secretary and the Treasurer shall head the seniority list provided he is qualified to perform the work available with training as prescribed by the M.I.C.

ARTICLE 9

Job Posting

9.01 Permanent Postings All vacancies of permanent jobs, and new positions within the Bargaining Unit with the exception of Class I - Probationary Employees, shall be posted in the location for a period of five (5) consecutive working days to give all employees who are interested an opportunity to apply for such vacancies or positions.

An employee who will be absent due to vacation, leave of absence or certified illness, not exceeding thirty (30) calendar days may record, prior to his absence, his desire to be considered for job postings on a form provided in the Human Resources Department. All such applications shall be in writing and addressed to the Human Resources Department.

The Company reserves the right to temporarily fill the vacancy or new position for thirty (30) working days from the closing of the posting, pending permanent appointment.

For the purpose of this Collective Agreement, a successful applicant shall mean any employee who becomes eligible for a trial period.

If, at any time within a trial period of fifteen (15) consecutive working days, the successful applicant for a job posting proves unsatisfactory, he shall be returned to his former position, and a second successful applicant shall be selected from the original applicants.

The trial period for Maintenance employees shall be thirty (30) consecutive working days.

All employees new to the mine shall be subject to a 10 working days orientation period prior to commencing the 15 working days trial period mentioned above.

If the successful applicant for a posting is not placed for the convenience of the Company in the new position by the sixteenth (16th) day after becoming the successful applicant, the employee will receive the rate of pay for the new position or the rate of pay for his original position, whichever is greater.

If the successful applicant desires to revert to his former position he must do so within five (5) working days of starting his trial period on the actual posted job.

If a successful applicant is refused the job or an extension of the trial period is required, a letter to this effect will be sent to the Union by the Company within three (3) working days of said refusal or extension.

9.02 Temporary Postings Temporary vacancies will be posted immediately if it is known that the vacancy will exist for more than thirty-five (35) working days. When the length of such vacancy is not known, the job shall be posted as soon as it is learned that the vacancy will exist for more than thirty-five (35) working days, or on the thirty-sixth (36) working day in any event. The successful applicant shall revert to his former position, upon expiration of the temporary vacancy. Employees accepting a temporary position will not be eligible for a trial period.

Vacancies resulting from a reduction in operations or lay-off will not be filled by temporary posting(s), but will be reposted as permanent after 90 days, if the positions are required.

A vacancy which is posted as a Temporary Vacancy and continues in existence for a period in excess of twelve consecutive months shall at the conclusion of that time become permanent and reposted.

If during the period of one year the temporary job becomes permanent, the permanent job will be reposted as permanent.

An employee holding a position temporarily cannot apply to another temporary posting.

A position left temporarily vacant because its incumbent has been temporarily assigned or posted to another position will not have to be posted to be filled again. Such positions will be filled from within the unposted positions first and then Yard Labour, if qualified.

9.03 If no employee makes application for a job posting, the Company reserves the right to assign an employee to the posted job from one of the following:

Probationary Employees
Unposted Employees, or
New Hires

An employee who is assigned a posted job will have one opportunity to give up that assignment if, within four (4) weeks of assignment to the posted job, a less senior employee is recalled from layoff.

9.04 a) The Company will consider the following factors in selecting an applicant as the result of job posting:

- i) seniority
- ii) skills and ability to perform the work
- iii) physical fitness

b) The Company retains the right to establish qualifications for the selection of successful applicants in the following instances:

- i) all recognized trades, Mine Trainer, Process and Quality and Leaders;
- ii) any temporary position;
- iii) any newly created job, where specialized skills are necessary.

Where a choice must be made between two (2) or more applicants, having approximately the same qualifications, the applicant with the greatest seniority shall be given the job.

9.05 a) Every employee will be allowed to be a successful applicant, without penalty, up to four (4) times during a calendar year. Any time thereafter, an employee who is a successful applicant for a permanent job posting will not be permitted to apply for another vacancy until at least three (3) months after the effective date of his last posting, or to his previous posting until at least one (1) year has elapsed.

Exceptions to the foregoing shall be:

- i) An employee may apply for a higher rated permanent vacancy

OR

- ii) An employee whose job is eliminated may bid on a subsequent vacancy

OR

- iii) An employee may apply to bid on a fixed day shift job

b) An employee who is holding a temporary posting may bid on a permanent vacancy at any time. If employee becomes successful applicant on a permanent posting, he will be put on a trial period within 15 days and if he is accepted on the permanent posting, he will have to forfeit the permanent posting he previously held.

- c) An employee may hold only one permanent and one temporary job posting at any one time.
- d) An employee assigned to a posting will be allowed to post at any time.
- e) In the event that an employee is the successful applicant on multiple postings within the same posting period, he will have to state his first choice, withdraw from the others, and this will be counted as one opportunity with regards to 9.05 a) above.

9.06 Nothing in this Collective Agreement shall restrict the right of the Company to hire new employees in order to maintain an efficient work force. This shall not affect recall rights or job posting rights contained in this Collective Agreement.

ARTICLE 10

Transfers

- 10.01** An employee transferred to a higher-rated job shall receive the higher rate for all time worked on the higher-rated job. An employee transferred to a lower-rated job for a period of two (2) days or less shall receive his regular rate. However, if an employee is transferred to a lower-rated job for the convenience of the Company, and not for lack of work on his own job, his rate shall not be changed.
- 10.02** An employee who shall be permanently transferred to a lower-rated job as a result of termination of his regular job, due to automation or mechanization, shall retain the rate of his regular job for three (3) calendar months, after which he shall be paid the rate of the job to which he was transferred.

The Company must provide six calendar months notice to the employee and the Union when said job is to be terminated.

ARTICLE 11

Standard Hourly Wage Scale

- 11.01** a) The Company agrees to pay and the Union agrees to accept during the term of this Collective Agreement the schedule of wages included in Appendix "A".
- b) When a new job is created by the Company, or a significant change is made to the duties of an existing job, the matter will first be discussed with the MIC. Following that discussion, the Company shall establish the applicable rate of pay in line with the existing rates of pay. The rate so established shall be subject to negotiation only. If agreement between the Company and the Union on a rate is not reached within thirty (30) days, the rate shall then be subject to binding arbitration.

11.02 Leaders

- a) A Leader shall be a member of the bargaining unit for all purposes and the duties and responsibilities of a Leader shall be generally described as follows:
- i) the direction of a group of employees in the performance of work assignments under the overall direction of his supervisor and the performance of part of the work himself;
 - ii) the planning of the work to be performed and the determination of the working procedure required;
 - iii) instruction of employees in the group;
 - iv) inspection and recording of work to be done and reporting to supervisor at end of work assignment.
- b) A leader will not:
- i) hire or fire employees;
 - ii) discipline employees;
 - iii) determine schedules of work or rates of pay;
 - iv) assign work outside the scope of the assigned job.

ARTICLE 12

Hours of Work and Overtime

12.01 For the purpose of this Collective Agreement a day shall mean the 24 hour period commencing at the start of the regular scheduled shift.

a) Employees on 8 hour shifts:

The work week shall normally begin at 7:00 a.m. on Monday
The pay week will begin at 7:00 a.m. on Sunday

b) Employees on fixed 11:00 p.m. to 7:00 a.m. shift:

The work week shall normally begin at 11:00 p.m. on Sunday
The pay week shall normally begin at 7:00 a.m. on Sunday

c) Employees on 12 hour shifts:

The work week shall normally begin at 7:00 a.m. on Sunday
The pay week shall normally begin at 7:00 a.m. on Sunday

On 12 hour shift schedule, shifts will normally change at 7:00 a.m. and 7:00 p.m. and whenever possible, rotate in sequence.

The schedule for East Plant, 12 hour shifts, see Appendix "B".

It is understood the twenty (20) shift schedule contained in Appendix "B" of the Collective Agreement in effect from April 1, 1985 until March 31, 1988 is rescinded and will not be reinstated.

The Company will not implement any deviation to the present twelve (12) hour shift pattern before a thirty (30) day notice to the Union has passed, during which time the Union will be consulted.

A change to the shift pattern caused by a reduction in the work force due to lack of work will not be the subject of the above notice and consultation.

12.02 It is agreed that the Company may vary the starting time of shifts on the following basis: One (1) shift operation - the starting time may be scheduled up to a maximum of two (2) hours after the normal starting time. Two (2) and three (3) shift operation - the starting time may be scheduled up to a maximum of two (2) hours after normal starting time and/or one (1) hour before the normal starting time.

12.03 The normal work week of an employee shall be five (5) days of eight (8) hours each, for a total of forty (40) hours, with two (2) consecutive days off. All hours in

excess of the normal work week (40) will be voluntary. In order to implement this undertaking, the Union agrees that the Company may operate the plant, or any part thereof, up to and including seven (7) days per week.

An employee who is required to work on Sunday at his straight time rate shall be paid an allowance of \$1.70 per hour for all hours so worked. Sunday premium when applicable shall be paid for hours worked between 7:00 a.m. Sunday and 7:00 a.m. Monday.

If work is scheduled in a department for five (5) days or less, then Saturday and Sunday shall be included among the days for which no work is scheduled, with the exception of #3 Mine Maintenance and Plant Maintenance.

When the seven (7) day schedule provides for more than one day off, then days off shall be consecutive for employees on the seven (7) day schedule.

The Company agrees to post the Weekend and Weekly Work Schedule not later than 2:00 p.m. on Wednesday.

12.04 Hours worked in excess of eight (8) hours per day or forty (40) hours per week will be classed as overtime and will be paid for at the rate of time and one-half the regular straight time rate.

Work on scheduled days off will be paid at time and one-half provided:

- a) the employee has worked their scheduled 36 or 48 hour week, or
- b) the employee works on a scheduled day off without a prior notification of a pending lay-off which results in a reduction to their regular scheduled hours.

Employees on 12 hour shift schedule required to work in excess of 12 hours a day shall be paid at the rate of double their regular straight time hourly rate. However, when extra hours are worked through special (personal) arrangements between an employee and his relief and with the approval of his immediate supervisor, such hours shall be worked at straight time.

On the 12 hour shift schedule which works on a 2 week cycle (7 days a week), employees will receive a 36 hours pay on one week and a 48 hours pay on the second week.

On the 12 hour shift schedule which works on a 3 week cycle (5 days a week), employees will receive two consecutive 36 hours pay, followed by one 48 hours pay the third week.

The 48 hour pay shall be paid as 44 hours straight time and 4 hours overtime rate (time and one half). If an employee misses time in the 48 hour week, the time deducted is from the overtime allowance first. Hours worked in excess of 36 hours per week for the 3-shift (36 hours) week and 44 hours per week for the 4-shift (48 hours) week will be paid at the rate of time and one half. Work on scheduled days off will be paid at time and one half, providing the employee has worked his scheduled 36 or 48 hour week.

- 12.05** If an employee is required to work two (2) consecutive shifts in one day, he shall be paid at a rate of time and one-half his regular rate for the first four (4) hours of the second shift, and a rate of double his regular rate thereafter.
- 12.06** If an employee works overtime on a time and one-half shift, he shall be paid at the rate of double time the regular straight time rate. Under no circumstances shall overtime rate exceed double the regular rate.
- 12.07** Employees reporting for work, who have not been advised not to report, shall receive no less than four (4) hours pay at their regular rate.

The provisions of this article shall not apply to employees returning from vacation, leave of absence, sickness, lay-off, as it is the employee's responsibility to find out when and where they should report for work.

For the purpose of employees on vacation only, inquiries with regards to the shift schedule may be directed to the Human Resources department Monday to Friday, during office hours (8:30 a.m. to 4:30 p.m.).

- 12.08** An employee called in for emergency work shall receive a minimum of six (6) hours pay at his regular rate, or the number of hours worked at time and one-half, or the going rate of the unit on the shift worked, whichever is the greater.
- 12.09** Hours paid shall be deemed to be hours worked for the computation of overtime, provided the employee would have worked on that day.
- 12.10** For the purpose of computing overtime; the week in which a paid holiday occurs shall be considered a thirty-two (32) hour week. Hours worked in excess of thirty two (32) hours shall be paid for at the overtime rate. When two plant holidays are observed in the same week, the work week shall be reduced to 24 hours for the computation of overtime. When three plant holidays are observed in the same week, the work week shall be reduced to sixteen (16) hours for the

computation of overtime. Hours worked on a plant holiday will not be considered as part of the thirty-two (32) hours or twenty-four (24) hour or sixteen (16) hour week for the purpose of computing overtime.

12.11 Nothing in this Collective Agreement shall be construed as a guarantee by the Company to provide work, except as noted in article 12.07 above.

12.12 An employee required to change his shift by the Company shall not be penalized by loss of normal weekly hours as a direct result of the shift change.

12.13 An employee shall not be laid-off in order to equalize overtime.

ARTICLE 13

Premiums

13.01 Shift differential

- a) A shift differential in the following amounts shall be paid to regular shift workers for each hour worked on the following shifts:

Afternoon: \$0.55
Night : \$0.73

- b) The amount of the hourly shift differential to be paid to employees working the night shift on the twelve (12) hour continuous work schedule shall be based on the following formula:

$$\frac{(8 \text{ X Aft. Shift Dif.}) + (8 \text{ X Night Shift Dif.})}{12}$$

- c) Shift differentials shall not apply in the calculation of overtime, plant holiday pay or vacation pay. Overtime rates shall not be applied to shift differential.

ARTICLE 14

Vacation with Pay

14.01 Vacation pay shall be the greater of 4,6,8,10, or 12% or the corresponding weeks pay(40 hrs per week), whichever is greater. Vacation pay will be calculated at 2% of the gross earnings for the previous year, based on the amount of vacation weeks which the employee is entitled to during the upcoming year (ie. if an employee has an improvement in vacation from 4 weeks to 5 weeks, then 10% will be used to calculate the vacation pay amount).

A full years employment for determining entitlement to the greater of shall not be less than 1500 hours. An employee who is absent from work as a result of an illness or injury and is receiving weekly indemnity payments shall be excused from the 1500 hour work requirement and time lost during such absence shall not be deducted from the total hours worked in the vacation year.

Each week of vacation entitlement will be paid for on the basis of 40 times the employee's rate at the time the vacation is taken or 2% of the gross earnings for the previous year, whichever is greater, provided the 1500 hour provision is met.

For employee's on the twelve hour shift schedule, each week of vacation will start at 7:00am Sunday of the week selected.

14.02 Vacation entitlement will be based on the employee's anniversary date.

In an employee's year of improvement for vacation entitlement, such entitlement to the extra week of vacation will not be effective until following his anniversary date.

14.03 Employees covered by this Collective Agreement shall be granted a vacation with pay as follows:

One (1) year of continuous service - Two (2) weeks.

Four (4) years of continuous service - Three (3) weeks.

Nine (9) years of continuous service - Four (4) weeks.

Eighteen (18) years of continuous service - Five (5) weeks.

Twenty-five (25) years of continuous service - Six (6) weeks.

Employees who have entitlement to three (3) or four (4) weeks vacation shall take such third or fourth week at the discretion of the Company and in line with production requirements.

Employees who are entitled to five (5) or six (6) weeks of vacation may take three (3) weeks of vacation in consecutive weeks.

14.04 (a) The Company agrees to schedule vacations during the months of May, June, July, August, September and October.

(b) In the production department, there will be no more than three (3) employees off on vacation per shift, per week, excluding any request for one-day vacation.

(c) In all other departments, maximum number of employees to be allowed off on vacation will be based on total number of employee vacation weeks in a calendar year, in the department, excluding any request for one-day vacation:

<u>Total Vacation Weeks</u>	<u>Maximum Number Off</u>
0 to 30 weeks	1 employee
31 to 60 weeks	2 employees
over 61 weeks	3 employees

(d) Prior to the vacation booking process, unposted employees will be assigned to a department or production shift by the MIC, for purposes of vacation scheduling.

14.05 An employee who is on vacation when a plant holiday occurs shall receive payment for the holiday, in addition to his vacation pay, in lieu of an additional day off.

14.06 An employee who leaves the employ of the Company for any reason shall receive, at the time of termination of his employment, his accrued vacation pay.

14.07 Vacations must be taken in the year they fall due and shall not be cumulative.

14.08 By April 15, the Company will provide each employee with an opportunity for vacation selection in accordance with seniority. Should an employee refuse to schedule their vacation entitlement, the Company will schedule the employee's vacation. All full weeks of vacation must be booked no later than September 7. Thereafter, unbooked weeks will be booked by the Company.

For those employees entitled to one-day vacations, one-day vacations are excluded from the above.

Once vacations are scheduled, they can only be changed in the event of an emergency or through mutual agreement between the employee and the Company, and must be rescheduled at that time.

An employee's vacation shall commence immediately after his last regular shift,

and shall end with the start of the first regular shift after the employee's vacation has ended. Prior to departing for vacation, if it is known that overtime opportunities are available, the employee will be canvassed prior to the end of his last shift.

The Company will begin the year's vacation-booking process no later than the first working day of the calendar year.

14.09 Subject to operational requirements, employees with four (4) or more weeks of vacation entitlement may request up to forty (40) hours of their entitlement, in one day increments, with a maximum of two (2) days per week, provided the request is made to the Human Resources Department prior to the scheduling of the weekly schedule, which includes the day(s) requested.

All one-day vacations must be booked no later than November 11. Thereafter, unbooked days will be booked by the Company.

14.10 An employee in the year of their retirement shall receive two weeks vacation in addition to their current entitlement to be taken in the year of their retirement.

14.11 Employees with more than four (4) weeks of vacation are entitled to cash-in weeks five (5) and/or six (6), plus any unused one-day vacations, provided no employee is on layoff. This right may be exercised at time of vacation booking.

ARTICLE 15

Plant Holidays

15.01 An employee who has worked forty-five (45) days with the Company and who has worked his last authorized shift prior to the holiday and his next authorized shift subsequent to the holiday, shall receive eight (8) hours pay at his regular rate for the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	December 24th
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	The last work day preceding New Year's Day

Employees who are absent on either of the above mentioned shifts for reasons other than personal convenience, satisfactory to the Company, shall receive payment for the plant holiday.

Employees on 12 hour shifts who would normally be scheduled to work on a Statutory Holiday, and the plant does not operate, will be paid 12 hours Statutory Holiday pay.

For the computation of overtime, Statutory Holiday pay will count as 8 hours pay, per Article 12.10.

15.02 An employee who works on one of the above plant holidays will be paid at the rate of double the regular rate, plus holiday pay if the conditions in Section 1 above have been met.

15.03 Canada Day, Labour Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be designated as non-production days. However, on a voluntary basis, employees may be canvassed to work on those days.

On those days qualified maintenance employees will be scheduled by volunteers first, and then by inverse seniority if necessary.

15.04 Employees who are in receipt of weekly indemnity benefits for a period in which a holiday in Article 15.01 falls, shall be reinstated to the Company payroll for the purpose of receiving this holiday pay as described in 15.01. On this day the employee shall not receive his weekly indemnity benefits. The thirty-six (36) week entitlement to weekly indemnity shall not be reduced by the number of days the employee is reinstated to the payroll.

Employees who are in receipt of Worker's Compensation benefits for a period in which a holiday in Article 15.01 falls, shall be provided with a payment equal to the difference between the benefits received through Worker's Compensation and the income the employee would have received had he been eligible for holiday pay.

ARTICLE 16

Leave of Absence

- 16.01** An employee elected by the Union as a delegate to a Union Convention may be granted reasonable leave of absence to attend such convention, without pay and without loss of seniority, provided the Company received adequate notice of intended absence. Such leave shall not be unreasonably denied.
- 16.02** An employee who accepts a full-time position with the Union may hold, but not accumulate, seniority with the Company for a period not to exceed five (5) years from the date he leaves the employ of the Company, and provided that he renews his application for leave of absence every twelve (12) months. Such leave shall not be unreasonably denied. Such an employee will not be entitled to holiday pay.
- 16.03** Union officials or elected committee members may request leave of absence to conduct union business. Such leave of absence if granted will be without pay and without loss of seniority and shall not be unreasonably denied, provided one (1) week's notice is given.
- 16.04** An employee requesting a leave of absence shall apply to the Human Resources Department. Such leave of absence shall be authorized in writing but shall not exceed three (3) months. Such leave shall not be unreasonably denied. An employee must have exhausted his vacation entitlement for the year before he can be granted a leave of absence.
- Provided however, that if a situation arises which prevents the employee on leave from returning at the end of the leave granted, he may apply for an extension.
- A copy of the authorized leave letter will be forwarded to the secretary of the local Union.
- 16.05** An employee who is granted a leave of absence under this provision for the day before, or the day after a holiday, shall be considered as having worked such day for the payment of the holiday.
- 16.06** An employee requesting a maternity and/or parental leave of absence must do so in accordance with the appropriate provisions of the Ontario Employment Standards Act.

ARTICLE 17

Grievance Procedure and Arbitration

17.01 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. For purposes of application of this Article, a grievance shall mean any difference between the parties arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

Step One:

If an employee, or group of employees, has a grievance, he, or a representative from the group may present the grievance orally with or without a steward, to the immediate supervisor, within seven (7) working days from the date of the event giving rise to the grievance. Upon the request of either party, the Steward may attend the presentation of the oral grievance and the Steward's attendance shall be solely for the purpose of assisting the grievor in the presentation of the grievance. Before leaving his assigned work, the Steward must first obtain permission from his supervisor and will report to his supervisor immediately after presentation of the grievance. At this step, the grievor and/or the steward should specify which article of the collective bargaining agreement has been violated.

The supervisor will give his answer orally within five (5) working days from the time of receipt of the grievance. Failing satisfactory settlement, then Step Two.

Step Two:

The grievance may be submitted in writing, specifying which article of the collective agreement is alleged to be violated, by a Steward and signed by the employee or employees concerned, to the next level of supervision within five (5) working days of receipt of the oral reply at Step One.

The recipient of the grievance will reply in writing within five (5) working days of receipt of the written grievance. Failing satisfactory settlement, then Step Three.

Step Three:

The grievance may be referred to the most senior management representative of the unit, or his designate, in writing within five (5) full working days after the decision has been given at Step Two. The management representative mentioned above shall meet with the Grievance Committee and a USW Representative, on the second Tuesday of each calendar month, if needed, and shall render a decision in writing on the grievance within seven (7) working days of the hearing of the grievance. Failing satisfactory settlement, then Step Four.

Step Four:

The grievance and any question as to whether a matter is arbitrable, or upon failure of the most senior management representative of the unit, or his designate, to meet with the Grievance Committee within the time allotted, unless such time has been extended by mutual agreement, such difference or question may be taken to arbitration as provided herein. If either party does not serve written notice on the other party of its desire to submit the matter to arbitration within twenty-one (21) working days after the decision in Step Three was given, the matter shall be deemed settled.

- 17.02** Any grievance arising directly between the Union and the Company may be submitted in writing by either party at Step Three.
- 17.03** Saturdays, Sundays and holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance and Arbitration procedures.
- 17.04** Any and all the limits fixed by this Article may at any time be extended by written agreement between the Company and the Union.
- 17.05** All decisions arrived at between the Company and the Representatives of the Union shall be final and binding upon the Company and the employee or employees concerned.
- 17.06** Any adjustment arising out of the settlement of an employee's grievance or the grievance of a group of employees under the Grievance or Arbitration Procedures shall not be made retroactive beyond the date it was presented thereunder.
- 17.07** When either party requests that any grievance be submitted to arbitration, it shall make such request in writing addressed to the other party of this Collective

Agreement. The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator, selected on a rotating basis from the following panel of arbitrators:

Nimal V. Dissanayake
Ian Hunter
Margo Newman
Ken Petryshyn

The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him/her, then he/she shall be passed over to the next in line.

Should any of the arbitrators constituting the panel of arbitrators as set out above withdraw, resign from the panel or prove to be significantly unavailable, then the party who nominated the arbitrator who has withdrawn, resigned or proved to be significantly unavailable, will submit to the other party to this Agreement, a list of six (6) nominees from which shall be selected one (1) nominee to replace the arbitrator who has withdrawn, resigned or has become significantly unavailable.

- 17.08** No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 17.09** The Arbitrator shall not be authorized to make any decision which will add to, subtract from, alter, modify, or amend any part of this Collective Agreement.
- 17.10** The decision of the Arbitrator will be final and binding upon the Parties hereto.
- 17.11** Each of the Parties hereto will bear equally the expenses of the Arbitrator.

ARTICLE 18

No Strikes or Lockouts

- 18.01** The Union agrees that there shall be no strike, stoppage, slow-down or restriction of output during the term of this Collective Agreement.
- 18.02** The Company agrees that there shall be no lockout during the term of this Collective Agreement.
- 18.03** The Union agrees that during any general suspension of work, at any time and regardless of cause, the Company's property shall be protected and the Company equipment shall be left in good condition by the employees.

ARTICLE 19

Safety and Health

- 19.01** (i) It is the responsibility of each employee, no matter in what capacity he may function, to perform his duties with the greatest care to avoid injury to himself and those working with him.

It is the responsibility of the company to:

- a) Take all reasonable measures to maintain safe and healthy working conditions:
- b) Comply with all relevant government legislation.

- (ii) To this end the Company and the Union will cooperate to the fullest extent in the development and promotion of programmes designed to prevent accidents such as but not restricted to:

- a) Establishment of safe and efficient job procedures.
- b) Safety education and training.
- c) Plant inspection and accident investigation.

- (iii) The Company and the Union shall give their full support to the Joint Safety and Health Committee so that it may function at its full potential in an atmosphere of cooperation. The Committee's principal functions shall be as follows:

- a) Assist Management in the development, implementation and promotion of Safety awareness and the Safety programmes.
- b) Investigate accidents, report their findings and make appropriate recommendations to Management.
- c) Inspect all plant facilities once a month paying particular attention to housekeeping, unsafe acts, unsafe conditions and report their findings and recommendations to the Management.
- d) The Committee shall meet once a month.

- (iv) Minutes of the Joint Safety and Health Committee meetings will be maintained and distributed to each member of the Safety Committee as soon as is practical following the safety meeting.

- (v) Preparation time and lunch periods.

Union and Company co-chairpersons will meet 3-4 days prior to the meeting to;

- a) set the agenda;
- b) agree on reasonable amount of preparation time needed. One hour will be used as a guideline but there is flexibility depending on the number and seriousness of agenda items;
- c) agree on lunch arrangements.

A private meeting room will be made available for the Union Health and Safety Committee members for preparation time. Preparation time on site will be paid for at appropriate rates. Preparation time off site will not be paid time.

The Company is willing to provide lunch on site and the 1/2 hour lunch period will be paid time.

19.02 The Union and the employees agree to co-operate with the Company in the observance of all safety rules promulgated from time to time.

19.03 An employee who sustains an injury while performing his regular duties and as a result requires medical attention and therefore loses time at work shall not suffer a loss of earnings for the remainder of the shift in which the injury occurred provided the absence is reported to his supervisor and the employee seeks prompt medical attention.

19.04 The Company will contribute one hundred and forty-five (\$145.00) dollars, each calendar year, per employee towards the purchase of safety shoes, provided that:

- i) The employee produces an official receipt from a store indicating that the employee has purchased safety shoes, and
- ii) The employee has served his probationary period, and
- iii) The employee wears his safety shoes during working hours.

The boot allowance for Maintenance employees will continue per past practice.

19.05 The Company shall provide employees in the mines and maintenance departments and employees working as Mixer Operators with two (2) pairs of laundered coveralls each week.

19.06 Results of medical tests, when provided to the Company, will be communicated to the employee and the findings will be made available to the employee's family physician if so requested.

19.07 Employee Assistance Program

The Company will continue its Employee Assistance Program aimed at problem areas such as, but not restricted to, alcoholism, drug abuse and mental illness. Further, the Company and the Union agree to work jointly to support the goals of the E.A.P.

19.08 Program for the rehabilitation of the disabled employees

The Company and the Union agree to the establishment of a Program for the rehabilitation of disabled employees. The objective of the program is to assist in the rehabilitation by providing meaningful work opportunities within the capability level of the disabled employee. The work must be productive and the result of the work must have value.

The disability has to be medically certified. It can be temporary or permanent in nature and a result of occupational or non-occupational injury or illness. Every case will be assessed on an individual basis.

The Company and the Union agree that employees will be placed in the rehabilitation program, within the employee's capacity level, as soon as suitable work is available. Once an employee enters the program, it is expected that he will comply with the rehabilitation program, including periodic medical assessments.

The Company and the Union agree that this article is not structured to facilitate the placement of employees at the time of initial injury. As much as possible, employees will be returned to their pre-injury/pre-illness job, provided reasonable accommodation can be made. If this is not possible, the employee will be offered another work opportunity, if suitable work is available in the location. It is further agreed that an employee under consideration for assignment within this program is not eligible to displace any employee from any occupation. If a disabled employee is provided training on a job in an established line of sequence, he will not be eligible to apply for any permanent or temporary posted vacancies on such job while other more senior employees have applied for and are awaiting training on such a job.

At the monthly meetings, the MIC will review placement and progress of employees, and discuss any outstanding issues. In all instances, the information provided to the MIC with regards to the status of the employee will protect the employee's confidentiality.

Pregnancy accommodation

A pregnant worker who provides the Company with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be accommodated under this program.

ARTICLE 20

Discharge Cases

- 20.01** The Company will notify the Union committee, giving written reason for the discharge of an employee; however, the discharge of a probationary employee shall not be subject to grievance.
- 20.02** A claim by a permanent employee that he has been unjustly discharged shall be treated as a grievance and may be taken to arbitration, if necessary, if a written statement of such grievance is lodged by the Union with the Company within five (5) days after receipt of written reason for discharge takes place. Subsequent processing of this special grievance, if necessary, will commence at Step No. 3 of the Grievance Procedure.
- 20.03** Such special grievance may be settled under the Grievance Procedure or under the Arbitration Procedure by:
- a) Confirming the Company's action in dismissing the employee; or
 - b) Reinstating the employee with full compensation for time lost in which event there shall be no loss of seniority; or
 - c) Any other arrangement which may be deemed just and equitable under all circumstances.
- 20.04** Any notice of disciplinary action, which is intended to form part of any employee's employment records, shall be given in writing with a copy to the Union; and all such notices shall be withdrawn from the employee's file after a period of one (1) full year of work, without discipline, from the date of completion of the last disciplinary action.

ARTICLE 21

Bereavement Leave

- 21.01** a) An employee who suffers the death of a spouse, child, parent, step-parent, step-child, mother-in-law, father-in-law, brother, sister, grandparent or grandchild shall be allowed bereavement leave of three (3) days at his regular straight time rate, providing the employee attends the funeral except for circumstances beyond his control.
- b) An employee who suffers the death of a spouse, son or daughter shall be granted up to an additional two (2) days bereavement leave at his regular straight time rate providing the days would otherwise have been consecutive regular working days for the employee.
- c) An employee who suffers the death of a brother-in-law or sister-in-law shall be allowed bereavement leave of one (1) day - the day of the funeral - at his regular straight time rate.
- d) An employee eligible for bereavement leave which occurs during his vacation shall be entitled to have that portion of his vacation re-scheduled.
- 21.02** Employees on the 12 hour shift schedule who are eligible for bereavement leave shall be paid at the rate of 12 hours straight time rate for each day lost.

ARTICLE 22

22.01 Employee Group Insurance

Group Insurance benefits will be administered in accordance with the terms and conditions of the Group Insurance Policy. All employee group insurance changes (other than Life and A.D.&D.) will become effective January 1, 2010.

The employee Group Insurance Plan shall consist of :

	<u>Life Insurance</u>	<u>A.D.&D.</u>
April 1, 2008	\$39,000	\$39,000

Weekly Indemnity- 1-4-36 Plan

The Weekly Indemnity Plan shall be 66-2/3% of the employee's basic weekly earnings/pay.

Medical reports or authorizations requested by the Company shall be paid for by the Company.

NOTE: These changes will take place only for those employees who are actively at work as of the effective date and for all other employees as of the first full day of active employment thereafter.

If during the life of this Collective Agreement, federal or provincial governments shall introduce legislation or amendments to existing legislation to provide benefits already covered by this plan, the Company shall have the right to full integration of both benefits and costs.

Any savings arising out of such integration shall be allocated in accordance with the cost sharing agreements in force at the effective date thereof, and shall be used to reduce employee cost if applicable.

The Company will contribute the amount needed to maintain the actual level of benefits but will not be required to contribute a greater amount than presently outlined in this Collective Agreement.

OHIP Major Medical

- \$25,000 Maximum per person per calendar year
- \$25.00 Deductible Individual per calendar year
- \$50.00 Deductible Family per calendar year
- A prescription drug card will be issued.

After deductible is satisfied, prescription drugs paid at 100%, 90% for all other covered expenses (chiropractor, psychological disorders, etc.) up to \$1000 per individual or \$2000 per family out-of-pocket limitation. Thereafter, covered expenses (subject to insurance company contract maximums) reimbursed at 100% up to a calendar year limit of \$25,000 per person.

The Company will pay 90% of the monthly premium rate of the Major Medical Plan. Employees will pay 10% of the monthly premium rate of the Major Medical Plan.

22.02 Long Term Disability Plan

A Long Term Disability Plan, hereinafter referred to as "L.T.D." plan shall be instituted by the Company.

The Company shall pay 100% of the monthly premium rate of the L.T.D. Plan.

The L.T.D. Plan shall be administered in accordance with the terms of the insurance policy and without limiting the generalities of the said terms, shall contain the following governing provisions:

1. ELIGIBILITY

The L.T.D. Plan shall be compulsory for all full-time regular employees who are participants in and who are covered for Weekly Indemnity Benefits under the existing group insurance plan.

2. EFFECTIVE DATE OF COVERAGE

An eligible employee is entitled to benefits provided he is actively at work on the first day the L.T.D. Plan becomes effective.

If an employee is not actively at work on the effective date of the plan or any amendments thereto, coverage will commence;

- (a) two (2) weeks after the employee returns to work full time, if absence is due to a disability for which the employee is receiving Weekly Indemnity Benefit.
- (b) on the date the employee returns to work full time, if absence is for reasons other than a disability for which the employee is receiving Weekly Indemnity Benefits.

3. QUALIFYING PERIOD

After 36 consecutive weeks of Weekly Indemnity.

4. DEFINITION OF DISABILITY

During the qualifying period and the succeeding twenty-four (24) months an employee is totally disabled when he is wholly and continuously disabled due to sickness or bodily injury and, as a result, is not physically or mentally fit to perform the essential duties of his normal occupation. Thereafter, an employee is totally disabled when he is wholly and continuously disabled due to sickness or bodily injury and, as a result, is not physically or mentally fit to perform the essential duties of:

- His normal occupation; and
- Any other occupation, job or work for which he is, or becomes, qualified by his education or training or experience, considered collectively or separately.

5. AMOUNT OF BENEFIT

55% of regular straight-time hourly rate multiplied by 2080 and divided by 12 up to a maximum monthly payment of \$2300.00. The regular straight-time hourly rate shall be the classified rate of the employee used to determine the employee's W.I. benefit.

The amount of benefit shall be reduced by any payments made under a government plan provided disability benefits (except increases in such amounts occurring 12 months or more after disablement), or any other non-private disability income plan.

6. DURATION OF BENEFITS

Benefits shall cease upon the earliest of the following events:

- a) On the date the employee ceases to be disabled; or (NOTE: if there is a recurrence of the same disability within 6 months of return to work, a new qualifying period will not be required.);
- b) For employees with less than five (5) years of service, the last day of the month following 5 years of benefit payments;
- c) For employees with more than five (5) years of service, the last day of the month during which the employee attains his 65th birthday, if not on the first of the month;
- d) On retirement under the Pension Plan;
- e) On death.

7. PARTICIPATION IN GROUP INSURANCE

An employee drawing L.T.D. Plan benefits, who was a participant in the group life insurance plan at the commencement of his disability will continue to enjoy group insurance coverage in the amount he was insured for at the time of disability at no cost to him.

8. MODIFICATIONS TO GROUP INSURANCE PLAN AND PENSION PLAN

- a) The present provisions with respect to lump sum or instalment payments of group life insurance shall be amended so that payments will only become payable if the employee qualifies for such payment after expiry of his L.T.D. benefit period.
- b) The present provisions with respect to disability pension payments shall be amended so that they will only become payable if the employee qualifies for such payment after expiry of his L.T.D. benefit period.

9. EXCLUSIONS

- a) Benefits under L.T.D. Plan will not be payable for claims resulting from self-inflicted injury, war or riot.
- b) An employee on L.T.D. shall not accumulate credit for vacation or holidays.
- c) Weekly Indemnity and Long Term Disability Plans will be suspended during the currency of any lay-off, strike or lock-out, except for employees already drawing benefits at the start of the strike, lock-out or lay-off.

22.03 DENTAL PLAN

The Company will provide a dental plan for all employees covered by the bargaining unit on the following basis;

Module 1

The plan provides employees and their eligible dependents with reimbursement of 100% of the cost of the following expenses:

- one unit of scaling and one unit of polishing once every 6 months
- topical fluoride treatment, twice per calendar year
- preventive recall packages, twice per calendar year
- provision of space maintainers for missing primary teeth
- provision of habit-breaking appliances

The plan provides employees and their eligible dependents with reimbursement of 80% of the cost of the following expenses:

Diagnostic, Oral Surgery, Minor Restorative Dentistry, Repairs of an existing appliance, Endodontics and Periodontics. (Details contained in employee booklet).

Module 2

The plan also provides employees and their eligible dependents with reimbursement of 50% of the cost of the following expenses:

- a) Crowns and inlays, including gold and porcelain veneer fillings where other material is not suitable.
- b) The creation of an appliance (fixed bridgework, removable partial or complete dentures).
- c) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the following circumstances:

If the existing appliance is at least three (3) years old and cannot be made serviceable.

If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within twelve (12) months of when the temporary appliance was installed.

- d) Services of a licensed Denturist when practising within the scope of his license.

Module 3

Module 3 provides:

- i) orthodontics treatment
- ii) there is no deductible
- iii) 50/50 co-insured
- iv) \$1500.00 maximum lifetime benefit per covered dependent child(ren) under age 21

The only treatment eligible is necessary dental treatment which has its objective the correction of malocclusion of the teeth, including services and supplies rendered for full mouth reconstruction for a vertical dimension correction or for a correction of temporomandibular joint dysfunction.

Eligible Expenses

Eligible expenses under this plan are expenses for dental treatment recommended as necessary by a physician or dentist which are not in excess of the minimum fee specified in the Dental Fee Schedule of the Province in which the employee resides.

Effective Date of Coverage

Eligibility for these benefits shall apply only to those employees who are actively at work on the effective date of the plan. If an employee is not actively at work on the effective date of the plan or any amendments thereof, coverage will commence when he returns to work full time. New employees will become eligible for coverage after one (1) year of continuous service.

No employees shall be covered for dental insurance when laid-off except those for whom a course of treatment has been prescribed and has commenced prior to such lay-off. Benefits will in no case continue longer than ninety days from the date of lay-off.

Cost Sharing

The Company will pay 90% of the premium cost for Dental Benefits. The Employee will pay 10% of the premium cost for Dental Benefits.

Coordination of Benefits

If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this plan, payments of benefits for that employee or his eligible dependents under this plan will be determined by the Coordination of Benefits provision. The payments from all sources will not exceed the total of actual expenses incurred.

Integration with Government Plans

The plan will not provide like benefits where such are currently being provided by Federal or Provincial legislation. If, during the life of this Collective 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. Any resulting premium savings shall accrue to the Company and employees in accordance with the cost sharing in effect.

Administration

The plan will be administered in accordance with the terms and conditions of the master policy. The decision as to the choice of administrative vehicle will be made by the Company.

22.04 Group Optical Insurance Plan

The Company will pay the premiums for a group optical insurance plan which will provide 100% reimbursement for eye examinations (including refraction) and frames, lenses and the fitting of prescription glasses and contact lenses up to two hundred (\$200.00) dollars effective June 1, 2006, and two-hundred and fifty (\$250.00) dollars effective April 1, 2008, every calendar year for dependent children as defined in the current employee booklet, and one in any two consecutive calendar years for a covered employee and dependent spouse.

Laser eye surgery will be covered with a lifetime maximum of four hundred (\$400.00) dollars.

22.05 Hearing Aids

Effective January 1, 2010, a hearing aid benefit will be implemented, with coverage of five hundred (\$500.00) dollars every two calendar years.

ARTICLE 23
Jury Duty

- 23.01** An employee who serves as a Juror or is subpoenaed as a witness shall be paid the difference between the pay received for such duty and his regular pay, subject to the following conditions:
- a) The employee has completed his probationary period.
 - b) The days eligible for such payment shall be maximum of five (5) scheduled working days per week at his regular straight time rate for the duration of the jury duty.
 - c) The employee must work his regular schedule when not required for actual jury duty.
- 23.02** Employee on 12 hour shift schedule absent from work under the conditions laid down above shall be paid the difference between Jury Duty fees and his normal regular straight time hourly rate for 12 hours per day.

ARTICLE 24

Pension Plan

24.01 The Company Pension Plan - Integrated Formula, is available to employees in accordance with the terms and conditions of said plan.

24.02 The Pension Plan forms part of this Collective Agreement and will be administered in accordance with the terms of the plan

24.03 R.R.S.P.

Effective May 1, 2006, the Company will match an employee contribution of \$600 per calendar year maximum which will be directed to a locked-in Registered Retirement Savings Plan account.

All new employees or employees initially electing to make an RRSP contribution will utilize BMO Nesbitt Burns as a provider.

All employees will make contributions through payroll deductions only.

Employees are not eligible for this benefit until completion of their probationary period.

ARTICLE 25

Apprenticeship Program

25.01 Purpose

The purpose of the program is to provide a means of training and developing tradesmen of the highest calibre for Georgia-Pacific Canada, ULC., Town of Haldimand, Ontario and further to provide an environment and an incentive which will assist employees to achieve their maximum potential.

The program is recognized as requiring the active participation of the Company and the Union, the Employee, and various levels of Government.

25.02 Coverage

The program will cover trades designated as necessary or advisable by the Mutual Interest Committee.

The number of Apprentices required for each trade and number of Apprentices at each level within each trade shall be determined from time to time by the MIC. However, once an employee is accepted in the plan, he will be allowed to progress through the full Apprenticeship subject to the provisions of this program and terms of the Collective Agreement.

25.03 General

- a) Qualifications for entry in the program shall be reviewed by the Joint Union-Management Committee. This Committee will be comprised of two (2) Union and two (2) Management representatives. The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Program as agreed to. Any interview or examinations in relation to an employee's entry into the Apprenticeship Program will be done on Company time with no loss of pay. Any preliminary tests conducted by the Company shall only be in relation to the employee's aptitude for his particular trade. The Union may have a Representative to peruse the content of the type of tests used.
- b) All employees shall enter into the Apprenticeship Program at the entry level and the Apprenticeship Branch of the Ontario Ministry of Skills Development shall determine at what level an applicant fits into the Apprenticeship Program and that is the level at which an applicant will be placed.

- c) The Company and each accepted applicant shall execute an Apprenticeship Contract in the form provided by the Apprenticeship Branch of the Ministry of Skills Development.
- d) No employee in the Maintenance Department not participating in the Apprenticeship Program will be denied promotion, laid off, or terminated as a result of the Company posting for an opening in the Apprenticeship Program.

An Employee bidding into the Apprenticeship Program in a trade currently being held by said employee shall retain his rate if it is higher until his Apprenticeship Rate surpasses it, at which time he shall progress to the higher rate.

In the event a Maintenance Employee enters into the Apprenticeship Program and is subsequently removed from the Plan in accordance with this Article and his Apprenticeship rate is higher than his rate prior to bidding he will revert back to his applicable rate of pay.

- e) Employees accepted into the Program will enter into a preliminary Agreement of Apprenticeship with the Company for a period of three (3) months. Such Agreement will be registered with the Ontario Apprenticeship Branch. If, at the end of the aforementioned three (3) months preliminary period, both the employee and the Company are satisfied to continue the Agreement of Apprenticeship, a Contract of Indenture will be made and registered with the Ontario Apprenticeship Branch of the Ministry of Skills Development.
- f) The Company and each accepted applicant shall execute an Apprenticeship Contract in the form provided by the Apprenticeship Branch of the Ministry of Skills Development, provided that where the terms of the Contract provided by the Apprenticeship Branch of the Ministry of Skills Development differ from the terms set out in the Article, the terms of this Collective Agreement shall govern.

- g) Rates of Pay are in accordance with the standard hourly wage scale of this Collective Agreement.

	Mechanical Class	Electrician Class
0- 6 months	3	3
7-12 months	5	6
13-18 months	7	9
19-24 months	11	12
25-30 months	14	15
31-36 months	17	18
37-42 months	20	21
43-48 months	23	24
49 months or more	26	27

Journeyman's category includes:

Industrial Mechanic (Millwright)
Construction and Maintenance Electrician
Heavy Equipment Mechanic.

- h) The basis of the pay schedule in (g) above is that after the introductory period an Apprentice will only move to the next pay rate after having the required months of experience and after having successfully completed the course as prescribed by the Ontario Apprenticeship Branch. In the event the employee attends school before his Apprenticeship anniversary date and passes he shall only receive the increased rate when he has the required time and conversely if he attends school after his Apprenticeship anniversary date, he shall be paid retroactively to his anniversary date upon successfully completing school.
- i) The Company will schedule an approved Leave of Absence for an Apprentice to attend the appropriate Technical Institute as approved by the Apprentice Branch.
- j) An apprentice who attends the required training course shall be entitled to receive from the Company monies in the amount equal to the difference between what he would have received on a straight time basis for each day he would normally have worked Monday to Friday, and any monies received during this period from any Provincial or Federal Government Agency. If an Apprentice is absent from Training School on a day on which he is required to attend, then in such case, he shall not be entitled to be receive any difference from the Company in respect to that day unless he is entitled to be paid under the Collective Agreement. "Living Away from Home" and "Travelling"

Allowances paid by the Government will not be taken into consideration when calculating the amount of make-up to which the employee is entitled from Georgia-Pacific Canada, ULC.

Notwithstanding the above, where an Apprentice has failed the required examinations at any one level and he repeats same, he shall receive no pay difference from the Company for repeating such course, at that level.

- k) An Apprentice may be removed from the training program by the Company or upon request of the employee and his Apprenticeship Contract cancelled at any time during the three (3) months preliminary period and if the Apprentice was, prior to his entrance into the Apprenticeship Program, a member of the Bargaining Unit, he shall be returned to the job classification that he was in prior to his entry in the Apprentice Program, or its equivalent if possible.
- l) An Apprentice who has completed his three (3) months preliminary period may be removed from the Apprenticeship Program and his Apprenticeship Contract cancelled for any of the following reasons:
 - 1. Just cause;
 - 2. If an Apprentice fails to take the Training Course when he is scheduled to take same, provided that his failure to take such course is not due to a cause beyond his control;
 - 3. If an Apprentice fails a Training Course at any one level on more than one occasion.

In the event of an employee being removed from the Apprenticeship Program, he will be returned to the job classification he was in prior to the time of his entry into the Apprenticeship Program, or its equivalent if possible.

- m) Any employees making and registering a contract of indenture with the Ontario Apprenticeship Branch of the Ministry of Skills Development, or having obtained a trade through Georgia-Pacific Canada, ULC, will be ineligible to post for another apprenticeship in a different trade at Georgia-Pacific Canada, ULC.

All Articles of this plan shall be considered as part of the Collective Agreement between Georgia-Pacific Canada, ULC, Ontario and United Steelworkers of America AFL-CIO-CLC Local Union No. 14994.

ARTICLE 26

Duration of the Collective Agreement

26.01 This Collective Agreement shall become effective on the 1st day of April 2009 and shall remain in effect until 31st day of March 2014 and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the anniversary date in any year. In the event that either party serves notice to the other party of its desire to amend this Collective Agreement, then this Collective Agreement shall continue in effect until such time as a new Collective Agreement has been reached, or until the conciliation procedures, as required by legislation have been completed.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be signed by their duly authorized representative this day of _____ 2009.

UNITED STEELWORKERS
AFL-CIO-CLC
AND ITS LOCAL UNION 14994

GEORGIA-PACIFIC CANADA, ULC
GYPSUM PRODUCTS
CALEDONIA, ONTARIO

APPENDIX "A" – CLASSIFICATIONS AND WAGE INCREASES

APPENDIX "B"

12 Hour Shift Schedule

**LETTER OF AGREEMENT
DISTRIBUTION OF OVERTIME**

Mining

The distribution of overtime for either maintenance or production department, will be done in the following manner:

- I. In the event it is necessary to have employees work beyond the end of their shift, they will be held over in the following order:
 - (1) the senior employee working the particular job or jobs that will be held over. Normally this is the posted employee. The man on the job procedure will not apply if the posted employee is transferred off his posting for the convenience of the Company.
 - (2) failing (1), the senior qualified employee currently on site will be asked.
 - (3) only if there were no qualified employees at work would off site employees be called.

- II. In the event it is necessary to call employees into work, it will be done in the following order:
 - (1) posted man/man on the job from the on-coming shift, in order of seniority.
 - (2) failing (1), the senior qualified employee will be called.

- III. **SIXTH & SEVENTH SHIFT OVERTIME** - Overtime is on a voluntary basis. In order to have the schedule posted by 2:00 p.m. Wednesday, the overtime canvass must be completed by Wednesday 7:00 a.m. Any error or persons missed on the posted schedule must be brought to the attention of the Mine Co-ordinator prior to 8:00 a.m. Thursday. Errors not brought to the attention of the Mine Co-ordinator will not be considered as grounds for a grievance. Employees who reply no to the overtime canvass but then wish to work, will not be allowed to bump junior employees that have previously been scheduled to work, but may be scheduled to work depending on the needs of the operation.

Sixth and seventh shifts will be filled in the following manner:

A. Overtime shifts for a sixth and/or seventh work day will be offered to those employees scheduled on that shift for that week.

B. In the event it is necessary to come in early or work beyond eight (8) hours on any shift, the employees for that shift will have priority.

Mine employees not canvassed due to absence from work on the day of the canvass, will not be called. It is the responsibility of the employee to notify the Mine Co-ordinator if he wants to work weekend overtime.

Manufacturing - Shift workers

When production department is working 12 hours shifts, 7 days per week, the overtime distribution is done in the following manner:

Call in procedure:

TWO DAY TURN

OVERTIME REQUIRED ON	DAY SHIFT	NIGHT SHIFT
1st day	1. Preceding day shift	1. Preceding night shift 2. Preceding day shift
2nd day	1. Following day shift 2. Following night shift	1. Following night shift

THREE DAY TURN

OVERTIME REQUIRED ON	DAY SHIFT	NIGHT SHIFT
1st day	1. Preceding day shift	1. Preceding night shift 2. Preceding day shift
2nd day	Combined two shifts, offered by seniority	
3rd day	1. Following day shift 2. Following night shift	1. Following night shift

Overtime will be offered in the following manner:

- 1) Senior posted employee on the job
- 2) Senior employee on the job
- 3) Senior employee on shift willing and able.

When working on 8 hour shifts (3 shift operation);

I. In the event it is necessary to have an employee work beyond the end of their shift, the overtime opportunity will be offered in the following manner:

(1) Senior posted employee on the job will be asked to work the first 4 hours. The senior posted employee from the next shift will be called to come in 4 hours early.

(2) Failing (1), the opportunity will be offered to the senior employee on the job and then senior employee on shift willing and able.

II. **Weekend overtime:**

Saturday overtime will be offered to those on the previous week's shift, ie. 7-3 shift to Friday 7-3 employees, 3-11 shift to Friday 3-11 employees, 11-7 shift to Friday 11-7 employees.

Sunday overtime will be offered to those on the next week's shift, ie. 7-3 shift to Monday 7-3 employees, 3-11 shift to Monday 3-11 employees, 11-7 shift to Monday 11-7 employees.

Shipping Overtime

Two Shift Operation (When on a 3 shift operation in Shipping, refer to 8-hr manufacturing shift language.)

Coverage on 4:00 pm - 12:00 am shift

- 1) The senior posted employee from the 8:00 am to 4:00 pm shift will be asked to work 4 hours.
- 2) If 8 hours are required and the senior posted person accepts 4 hours, then the next senior posted person from the 8:00 am to 4:00 pm shift will be asked to cover the remaining 4 hours.

Coverage past midnight

- 1) The senior posted employee from the 4:00 pm to 12:00 am shift will be asked to stay to complete work past midnight.
- 2) If a full compliment of employees necessary to perform the required work cannot be obtained from the 4:00 pm to 12:00 am shift, the people from the 8:00 am to 4:00 pm shift will be asked in order of seniority.

In the event overtime requirements extend beyond the originally planned hours employees on the job will be asked to stay based on seniority provided their consecutive hours worked does not exceed 16.

When on 8 hour production shifts, If overtime needs cannot be filled using the above procedure production workers will be canvassed based on seniority and ability to load trucks.

When on 12 hour production shifts, and there is a need to canvass overtime outside the shipping department, eligible yard employees will be canvassed first, and then production employees.

Plant Maintenance (Mechanical & Electrical) Overtime

Note: Straight day shift mechanics / electricians include working Leaders.

When working **8 hour** shifts the overtime distribution is done in the following manner:

For Non-Production Days (Maintenance Days)

1. Canvass by seniority, the straight day shift mechanics / electricians first
2. Then canvass the shift mechanic / electrician working days, and then the shift mechanic / electrician working afternoons for the week.

For Production Days

Saturday or Sunday Days or Afternoons

1. Canvass the shift mechanic / electrician for the shift required first. Saturday overtime will be offered to those on the previous week's 7-3 or 3-11 shift. Sunday overtime will be offered to those on the next week's 7-3 or 3-11 shift.
2. Then canvass straight day shift mechanics / electricians by seniority.
3. Then canvass other shift mechanics / electricians by seniority.

Sunday Night

1. Canvass night shift mechanic / electrician working the following night shift.
2. Then fill with afternoon shift mechanic / electrician working the following afternoon shift.

One Day Vacations (Shift Mechanics / Electricians)

1. Canvass shift mechanics / electricians to cover one day vacations by offering 4 hours overtime to each of the other two shift mechanics.
2. Then canvass straight day shift mechanics / electricians by seniority.

One Week Vacations (Shift Mechanics / Electricians)

1. Canvass straight day shift mechanics / electricians by seniority.
2. Then assign junior mechanic / electrician.

When working **12 hour** shifts the overtime distribution is done in the following manner:

For Non-Production Days (Maintenance Days)

1. Canvass by seniority, the straight day shift mechanic / electrician first
2. Then canvass the shift mechanic / electrician working days.
3. Then canvass other shift mechanics / electricians per the 12 hour manufacturing OT language.

One Day Vacations (Shift Mechanics / Electricians)

1. Canvass other shift mechanics / electricians per 12 hour manufacturing OT language.
2. Then canvass straight day shift mechanics / electricians by seniority.

One Week Vacations (Shift Mechanics / Electricians)

1. Canvass straight day shift mechanics / electricians by seniority.
2. Then assign junior mechanic / electrician.

Other Vacancies

1. Canvass other shift mechanics / electricians per 12 hour manufacturing OT language.
2. Then canvass straight day shift mechanics / electricians by seniority.

When working **8 hour or 12 hour shifts**, overtime distribution will be done in the following manner for the situations below:

Off Shift Call-ins (emergency work)

1. Canvass by seniority the straight day shift mechanics / electricians first
2. Then canvass shift mechanics / electricians by seniority
3. If a call-in is between 11:00 pm and 7:00 am, and lasts longer than 4 hours, the mechanic/electrician will not be expected to work their regular day shift and will be paid for the missed shift.

Staying Over to Complete Work

1. Canvass by seniority the straight day shift mechanic / electrician first.
2. Then canvass the shift mechanic / electrician to come in early.

Mobile Equipment Work

1. Canvass mobile equipment mechanic first.
2. Then canvass straight day shift mechanics by seniority and qualified.
3. Then canvass qualified shift mechanics failing the above.

LETTER OF AGREEMENT

DISTRIBUTION OF OVERTIME

For purposes of overtime distribution in the #3 Mine, there will be two distinct departments - the Production Department and the Maintenance Department as per the Collective Agreement. Overtime requirements for each of these departments will be filled by those posted in that department.

The Production Department will consist of the following positions:

1. Continuous Miner
2. Utility Person
3. Mine Service Attendant
4. Mine Attendant

The Maintenance Department will consist of the following positions:

1. General Repair Mechanic
2. Mine Electrician
3. Beltline Maintenance
4. Pump Attendant
5. Oil Greaser
6. Maintenance Utility

LETTER OF AGREEMENT

JUSTICE AND DIGNITY IN DISCHARGE CASES

An employee who has been the subject of a suspension without pay or a dismissal for reasons of a disciplinary nature will not be actually suspended or dismissed until thirty (30) days have passed after the date of the event giving rise to grievance. During that period of time the employee will be kept at active work.

The above does not apply if the alleged infraction presents a potential danger to the safety of others or, damage to equipment in the operation or, causes the Company to cease production, totally or partially.

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
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**GEORGIA-PACIFIC CANADA, ULC
GYPSUM PRODUCTS
CALEDONIA, ONTARIO**

LETTER OF AGREEMENT

HUMANITY FUND

The Company agrees to deduct on a weekly basis the amount of \$0.01 per hour from the wages of all employees in the Bargaining Unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

The first "Humanity Fund" deduction as aforesaid shall be for the fifth week following ratification of this Collective Agreement.

It is understood and agreed that participation by any employee in the Bargaining Unit in the program of deduction set forth above may be discontinued by any employee in the Bargaining Unit after the receipt by the Company and the local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks following ratification of this Collective Agreement or at any time thereafter.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Agreement to be signed by their duly authorized Representatives this 10th day of June 1988.

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
AND ITS LOCAL UNION 14994**

**GEORGIA-PACIFIC CANADA, ULC
GYPSUM PRODUCTS
CALEDONIA, ONTARIO**

LETTER OF AGREEMENT

EARLY RETIREE MAJOR MEDICAL BENEFITS

All employees who retire before January 1, 2003 will be entitled to continued major medical benefits up to the employee's 65th birthday. Such benefit coverage will be for the employee and his dependants.

LETTER OF AGREEMENT

TOOL ALLOWANCE

The Company will pay the full cost of tools broken or lost in the performance of normal duties by employees in the maintenance departments. The broken tool must be submitted at the time the employee obtains a replacement tool.

LETTER OF UNDERSTANDING
DISPLACED MAINTENANCE EMPLOYEES

It is understood that, in an effort to recognize the education, skill and tickets of our displaced licensed technicians, the parties will adhere to the following:

Any posted Maintenance employee who has been displaced from his job and placed in any other department as a result of downsizing due to economic conditions shall be considered an Operator for purposes of the collective bargaining agreement. Any Tradesman so displaced, who holds a Provincial Journeyman's Certificate, shall receive an additional two (\$2.00) dollars for all hours paid, over the rate of pay for the job currently held. With that understanding, such displaced Maintenance employees will be asked to perform emergency maintenance work (for example, line down or unsafe condition) in the event of a breakdown requiring their assistance. In such event, affected employees will be paid at the Journeyman's regular rate of pay, for six (6) hours or for the number of hours worked on such maintenance work, whichever is greater.

Should the Company have a requirement to add to the Maintenance Department, then management shall post and fill these positions in accordance with Article 9 of the collective agreement.

It is expressly understood that the Union acknowledges and understands that the number of employees working within the Maintenance Department is solely at the discretion of the Company. Further, it is understood that it is the Company's intent that there will be a Maintenance Department, consisting of Mechanical and Electrical functions. The Company will staff the Maintenance Department sufficiently to meet the plant's normal maintenance requirements.

If overtime is required during this collective agreement, the Company shall have the right to canvass all ticketed, displaced Maintenance people. Canvassing to fill any Maintenance overtime opportunities will be done in the following order:

1. Posted Maintenance employees
2. Displaced Maintenance employees

In the event of emergency work, it is understood that the current rules of contracting out will apply.

It is also understood that the only persons who have the right to perform ticketed maintenance work shall be those who hold positions in the Maintenance Department, who are displaced from such positions, who are laid off from such positions, or who are subcontractors utilized under the provisions of Article 2.