

**LABOUR AGREEMENT**

**By and Between:**

**ATLANTIC PACKAGING PRODUCTS LTD.**

**and**

**UNIFOR**

**LOCAL 1894**

**October 15<sup>th</sup>, 2018 to October 14<sup>th</sup>, 2022**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
1	General Purpose	1
2	Parties	1
3	Operating Control	1
4	Mandate and Recognition	2
5	Union Security	2
6	Employment, Promotion, Separation	3
7	Grievance and Arbitration Procedure	6
8	Union Stewards	7
9	Hours of Work	8
10	Wages	10
11	Overtime Wages	10
12	Vacations	11
13	Holidays	13
14	Trade Classifications	15
15	Conduct Record	15
16	Welfare and Insurance Program	16
17	Severance Pay	20
18	Automation	21
19	No Strike or Lockout	21
20	Meal Allowance	22
21	Emergency Work – Reporting for Work	22
22	Adjustments	23
23	Bereavement Clause	23
24	Seniority	24
25	Clothing Allowance	25
26	Terms of Agreement	25
27	Reservations	25
28	Safety Shoes	25
29	Jury Duty	26
30	Maternity/Parental Leave	26
31	Employee contact information	26

APPENDIX A – General Wage Increase	28
Lines of Progression	29
Plant Rules	30
Safety Rules	32

#### LETTERS OF UNDERSTANDING

Apprenticeship Program	33
Shift Workers (Maintenance)	34
Emergency/Reporting for Work	35
Absence and Attendance	36
Employee Assistance Program	37
Electrician, Instrument Mechanic and Clarifier Pager Allowance	38
Leave of Absence for Union Business	39
Statutory Holiday Pay	40
Vacation Request	41
Bargaining Unit Work	42
Weekly Indemnity Dispute Resolution Mechanism	43

## **ARTICLE 1**

### **GENERAL PURPOSE**

The general purpose of this Agreement is in the mutual interest of the employer and employee to provide for the operation of the Mill under methods which will further, to the fullest extent, the safety and welfare of the employees, and economy of operations, quality and quantity of output, cleanliness of the Mill and Mill facilities, protection of property. It is recognized by this Agreement to be the duty of the Company and the Employee members of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

## **ARTICLE 2**

### **PARTIES**

Atlantic Packaging Products Ltd., Scarborough, Ontario and Unifor and its local 1894, acting jointly and severally, hereinafter called the Union and the Company, both agree to the provisions of the Collective Agreement as of October 15<sup>th</sup>, 2018. The use of masculine gender in this Agreement shall be taken to include feminine.

## **ARTICLE 3**

### **OPERATING CONTROL**

- 3.01 The Union recognizes the Company has exclusive right to manage, and operate its Mill and equipment and carry on its business as it sees fit, subject only to the restrictions imposed by Law and by this Agreement, the Company retaining all rights and privileges not specifically relinquished or modified in this Agreement.
- 3.02 The Union also recognizes that the Company has the exclusive right to determine all matters relating to the terms and conditions of employment of the employees, including without limiting the generality of the foregoing, the right to hire, promote, demote, classify, transfer, lay-off, retire, suspend or otherwise discipline and discharge employees, except as otherwise provided in this Agreement and subject to the right of the employees to lodge a grievance in the manner and to the extent herein provided.
- 3.03 The Company shall have the right to make and alter rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with provisions of this Agreement. The Company shall not be deemed obligated because of any past practice or of any waiver of the strict application of this Agreement.

## **ARTICLE 4**

### **MANDATE AND RECOGNITION**

- 4.01 The Company recognizes the Union as the sole representative, for the purposes of collective bargaining in respect to rates of pay, hours of work and other conditions of employment for all hourly paid employees, and Stationary Engineers and persons working primarily as their helpers, of the Company in its Paper Mill operations at Scarborough, save and except Foremen, those above the rank of Foremen, office staff, and persons covered by a subsisting collective agreement.
- 4.02 Any employee promoted or transferred to one of the above-mentioned excluded positions will cease to be covered by this Agreement. If for any reason the promotion or transfer of any employee to one of the above-mentioned excluded positions proves unsatisfactory in the opinion of the Company or the employee concerned within the six (6) months period from the date of this promotion or transfer, he shall have the right to return to his former job without loss of seniority rights and privileges under the terms of this Agreement. In the event the position is discontinued for any reason, within a period of one (1) year from the date of promotion, the employee shall have the right to return to his last position within the bargaining unit, without loss of any of his seniority rights and privileges under the terms of this Agreement.

## **ARTICLE 5**

### **UNION SECURITY**

- 5.01 It shall be a condition of employment for the duration of this Agreement, that all employees within the bargaining unit who are subject to the provisions of this Agreement, shall become members of the Union, new employees shall make application for membership and join the Union from date of hire. The Union will have no right to represent new employees within the first eighty (80) worked days of their employment. The employee shall by means of payroll deduction, pay union dues in the amount set by the constitution and local union. These dues will be collected in two parts on the fourth pay period of each month. If dues are missed, the Company agrees to collect such dues, after receiving a list of the names of those missed, from the Union.
- 5.02 The Company shall pay the amounts so collected to the Financial Secretary of the Union within the first ten (10) days of the month following the month within which deductions were made. The Union will save the Company from any claims that may arise either from any deductions from wages in respect to check-off of the monthly assessment or any action taken at the request of the Union in case of refusal by an employee for check-off of the monthly assessment.

- 5.03 On the request of either party, the parties shall meet at least once every two months during the life of this Agreement for the purpose of discussing matters of mutual interest affecting the workplace.

## **ARTICLE 6**

### **EMPLOYMENT, PROMOTION, SEPARATION**

- 6.01 The Company reserves for itself the right to choose the employees to be hired. In case of promotion or transfer of employees, the merit and ability to perform the work required shall be the governing factors and where these factors are equal as between two or more employees, then job seniority shall govern. Should job seniority also be equal, then departmental seniority shall govern.
- 6.02 Lines of progression as established in the Appendix of this Agreement will apply in the following departments.
- Machine and Stock Prep Departments of the Linerboard Mill
- 6.03 Promotions from one step to the next higher step within a line of progression shall be on basis of seniority and ability.
- 6.04 Employees next in line will be provided with an opportunity to demonstrate the ability required for the promotion.
- 6.05 Among employees qualified for promotion on the basis of ability, the older in point of seniority in the line of progression will be promoted.
- 6.06 Should an employee refuse promotion he shall sign off, and a copy of this shall be given to the Union. This will result in the employee going to the bottom of job seniority for promotional purposes only. An employee shall be allowed two (2) days to render decision on a promotion.

If a line of progression becomes blocked due to one of the incumbents in a classification freezing under Article 6.06, the junior employee in the classification who has signed off will be moved to the next lower position in the line of progression, or out of the line of progression if applicable, and will become the lowest in job seniority in that classification for purposes of promotion only.

The following people will be considered grandfathered: Guy Foster (for clarification if the incumbents posts out of a position they will no longer be grandfathered in that position)

- 6.07 Job seniority shall accrue from the last date of entry into the job classification to a regular employee on completion of at least forty-five (45) working days service in the job classification.

- 6.08 In the event that an employee promoted to a position is found inefficient with a trial period of ninety (90) days, in the opinion of the Company, or if the employee wishes and the Company agrees the reason was good and sufficient, he then shall be returned to his former position.

It is understood that this employee shall be returned to the bottom of the line of progression in his former job classification for promotional purposes only and will advance accordingly.

In the event that an employee elects or the company returns him to his previous position within the first 20 working days, of the 90 day trial period his previous job seniority will remain unchanged.

- 6.09 In the event it becomes necessary to release or lay off an employee because of curtailment of operations, employees shall be demoted step by step down the line of progression in the reverse order of their promotion, or if a job is eliminated, and beginning at the job level where the dislocation is necessary, the employee who has the least job seniority will revert to the next lowest job level and so forth, for each job in the department other than the lowest job. Where the lowest job in any department is concerned, then the employee with the shortest Mill seniority shall be released first and the employee with the longest Mill seniority shall be released last. The Company agrees to notify the Union at least 36 hours prior to the release or lay off date of its decision under normal circumstances, and 24 hours prior to the release or lay off date of its decision in exceptional circumstances.

In application of Article 6.09, the parties agree that, in the event of a layoff or more than seven (7) calendar days, an employee who is displaced from a position may apply their Mill seniority (Bargaining Unit Seniority) to displace a junior employee, first in the same department, and then in other departments in the following positions only,

5<sup>th</sup> Hand  
Yard Receiver  
Fork Truck Operator  
Pulper Operator  
Spare  
Shipper

provided he can perform the work at an acceptable level of productivity without training or with training of seven (7) calendar days or less.

In the event of a layoff of less than seven (7) calendar days, an employee may displace junior employees first in the same department, and then in other departments provided he can perform the work at an acceptable level of productivity without training.

Departments shall be defined as:

1. Machine Department – Linerboard Mill
2. Stock Prep Department – Linerboard Mill
3. Common Services Department – includes Yard Receivers, Shippers, Clarifier Operator, Fork Truck Operator, Spare
4. Maintenance Department
5. Boiler Room

The company is committed to providing lunch relief as practical for dry end personnel as requested by the union for inclusion in the memorandum only. Employees that are called in for lunch relief will be granted a full shift.

- 6.10 Probationary employee is defined as being an employee who has less than eighty (80) days worked of service with the Company during which time the Company shall determine the employee's suitability for continued employment. Such an employee will not accrue seniority with the Company. By mutual agreement, the probationary period of an employee may be extended for an additional thirty (30) calendar days; exceptions to the above may be discussed with the Union. Upon completion of the employee's probationary period, the employee's seniority shall be counted from his original date of hire.
- 6.11 An employee shall forfeit all seniority and his employment with the Company shall be terminated:
- (a) If he voluntarily leaves the employ of the Company.
  - (b) If he is discharged for cause.
  - (c) If he has been laid off for a period in excess of twelve (12) months, or if he has been laid off for a period equal to his length of service, whichever is less.
  - (d) If after a lay off, he fails without reason acceptable to the Company to report for work at the time prescribed.
  - (e) If he fails without reason acceptable to the Company to report for work at the expiration of an approved "leave of absence".
  - (f) If he is absent without authorization or notification for three (3) consecutive days.
- 6.12 When vacancies occur in a department or bottom of line of progression such positions shall be posted on bulletin boards for at least seven (7) days. Mill seniority shall be given first choice in filling such vacancies. The Company will provide the Union with a list of employees who have applied for such vacancy in writing.



## ARTICLE 7

### GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 Should any difference arise between the employer and an employee or employees as to the interpretation or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner. No employee will have a grievance until he has given his Foreman an opportunity to adjust his complaint.
- (a) The employee, accompanied by a Union Representative, shall submit the grievance in writing stipulating the clause violated and the relief or remedy sought to his Foreman no later than the employee's fourth working day after its occurrence or the fourth working day after he returns to work provided a shop steward was not available on shift.
  - (b) Should the Foreman fail to give his decision within two working days, or should the employee refuse such decision, the Union may forward the grievance within a further two working days to the Mill Superintendent for his decision.
  - (c) The Mill Superintendent shall give his decision within two working days and should the employee refuse such decision, the Union may forward the grievance to the Mill Manager.
  - (d) Failing settlement at (c), the Union may request a meeting on the grievance with the Corporate Human Resources Director or his/her designee and the National Representative will attend this meeting. This meeting should be held within ten (10) days of receiving the answer from (c).
  - (e) Failing satisfactory settlement at (d), the Union may refer the grievance to arbitration. The referral to arbitration will be within ten (10) days of receiving the answer from (d) and the Union will notify the Company in writing and at the same time give the name of their nominee.
  - (f) In the case of a discharge, the grievance procedure will start at (c).
  - (g) In all cases of discharge and discipline, a Union Steward will be present with the employee affected.
- 7.02 All the Company replies from (a) on will be in writing and attached to the grievance and all time limits specified in this Article may be extended by mutual agreement of both parties.
- 7.03 (a) The party desiring to submit a matter to arbitration shall deliver to the other party a notice in writing of intention to arbitrate along with a list of suggested arbitrators.

- (b) In the event that the parties fail to agree on an arbitrator within 15 working days (or as otherwise mutually agreed), either party may request the Minister of Labour for Ontario to appoint one.
  - (c) The decision of the arbitrator shall be final and binding on both parties, the arbitrator shall not have the power to add to, subtract from, alter or amend any of the provisions of this agreement in any respect. In the case of discharge or disciplinary action, the arbitrator may substitute some lesser penalty if, in his opinion, such substitution is justified.
- 7.04 Each party shall pay its own arbitration costs including the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairman shall be shared equally by the parties.

## **ARTICLE 8**

### **UNION STEWARDS**

- 8.01 The Company recognizes the right of the Union to elect Stewards as representatives of the employees on matters respecting the handling of grievances under the terms of the present Agreement.
- 8.02 A Steward, shall, after notice to and permission from his Foreman, be allowed to leave his job or department after making known his destination, for such time as the Company deems reasonable, for the purpose of pursuing his responsibilities in the settling of grievances provided a shop steward was not available in his own department.
- 8.03 The Union will provide the Company with a written list giving the name of each Steward and the department to which he is assigned. In the event a Steward is changed, the Company is to be advised within forty-eight (48) hours by written memorandum.
- 8.04 There will be no other Union activity on Company premises except as expressly permitted in this Agreement.
- 8.05 **UNION NOTICE BOARD**

The Union may post notices on a board supplied by the Company for such purposes provided that such notices have received prior approval from the Mill Superintendent or his delegate.

The Union shall not distribute or post any pamphlets, advertising or political matter, or any other kind of literature within the plant property, except as herein provided.

**ARTICLE 9**

**HOURS OF WORK**

9.01 The regular operation of the Mill shall be seven (7) days per week.

9.02 The regular workweek shall be forty (40) hours per week.

9.03 (a) The regular workday shall be eight (8) hours per day.

**Shift Workers:** (Machine Crews, Beater Room)

Day Shift	7:00 a.m. – 3:00 p.m.
Afternoon Shift	3:00 p.m. – 11:00 p.m.
Night Shift	11:00 p.m. – 7:00 a.m.

**\*Maintenance:** (Electricians and Instrument Mechanics)

Day Shift	7:00 a.m. – 3:30 p.m.**
Afternoon Shift	3:30 p.m. – 12:00 a.m.**

(\*\* See Letter of Understanding)

\* Should additional employees be hired in any of the above classifications, a 12:00 a.m. (midnight) to 8:30 a.m. schedule may be added.

All of the above include one-half (1/2) hour unpaid lunch.

(b) There shall be a twelve (12) hour shift schedule for all Mill employees, with the exception of Maintenance and production personnel not designated to shifts.

The regular hours of work under the twelve (12) hours shift rotation shall be:

7:00 a.m. – 7:00 p.m.  
7:00 p.m. – 7:00 a.m.

The current twelve (12) hour shift rotation shall remain in effect. Employees scheduled under the twelve (12) hour shift operation shall remain working for a period of up to one (1) hour should their relief fail to report to work provided it does not exceed 13 hours in a work day based on article 9.03(b).

The company has the right to schedule employees to attend crew and/or safety meetings up to a maximum 1 hour per month.

In the period mid-May to Labour Day, one additional relief student per shift will be hired.

Authorized overtime in excess of regular working periods outlined in the twelve (12) hour shift schedule, or on scheduled days off will be compensated for in accordance with Article 11 below.

- 9.04 The Company shall determine after consultation with the Union, the regular scheduled hours for each department. The schedule of hours of work is not to be interpreted as a guarantee from the Company of daily or weekly hours of work.
- 9.05 Non-shift workers shall be at their respective working place ready to begin work at the designated starting time and shall not leave their working place before the designated quitting time.
- 9.06 Shift workers shall be at their respective place ready to begin work at the designated starting time of their shift. At the end of a shift, no shift worker shall leave his job until his mate or substitute has reported to take on the responsibilities of his job. If a shift worker fails to report for his regular shift, his mate shall notify the Department Foreman. No employee is allowed to leave the plant or his work assignment during working hours without his supervisor's permission. In cases when the Liner Mill is preparing to shut down all employees will report to the shift supervisor before ending their shift.
- 9.07 It is the duty of a shift worker to report for his regular shift unless he has made prior arrangement with Management for a leave of absence. If unavoidably prevented from reporting for work, he shall give Management at least three (3) hours notice before his shift goes on duty, except day shift who shall give Management notice by at least 5:00 a.m. on the day his shift goes on duty.

The Company will issue the appropriate phone numbers to employees for the purpose of reporting in.

- 9.08 A rest period of ten minutes during the forenoon and afternoon and an unpaid lunch of thirty (30) minutes shall be allowed day workers.
- 9.09 Maintenance Coverage – Shut Down Days

The parties recognize the necessity for maintenance coverage on maintenance shut down day and agree to cooperate to ensure this coverage.

In order to accomplish the necessary coverage, the following procedure will apply:

1. The maintenance supervisor shall determine the number of persons necessary to do the planned maintenance work on the designated shut down day and the number of work hours necessary to complete the job(s).

2. When the number of persons required is determined, the Supervisor shall solicit the employees on voluntary basis to perform the overtime as per the provisions of Article 11.04 of the Collective Agreement.
3. Should the necessary persons not be secured by voluntarism, the Company may assign the most junior qualified employees necessary.
4. No employee shall be disciplined for refusing for bona fide personal reasons (i.e. situations over which the employee has no personal control).
5. No employee shall be scheduled to coverage on a maintenance shut down day with less than five (5) working days notice in normal circumstances. In the event an assigned person for a bona fide reason, or any other approved absences in the Collective Agreement, is not available, then the notice provision may be waived. The procedures under item #2 and #3 above would be followed.

## **ARTICLE 10**

### **WAGES**

- 10.01 The scale of wages of bargaining unit employees affected by this Agreement will form "Appendix A" and will be considered as part of this Agreement.
- 10.02 Employees working on afternoon or night shifts shall be entitled to a shift premium for all regular hours worked, and such premium shall not be taken into account when calculating overtime pay. Shift premium will be paid as follows:

All employees who work twelve (12) hour shifts between 7:00 p.m. and 7:00 a.m. shall be entitled to a shift premium of ninety cents (\$0.90) per hour. Shift premium will be ninety-five cents (\$0.95) per hour effective October 15<sup>th</sup>, 2019. Employees whose shift is 3:00 p.m. to 11:00 p.m. shall be entitled to a shift premium of sixty cents (\$0.60) per hour. It is understood that hours worked to complete a day shift will not be entitled to a shift premium.

- 10.03 An employee losing time during his normal work day or shift because of an injury occurring on the job will receive his regular pay for that work day or shift.

## **ARTICLE 11**

### **OVERTIME WAGES**

- 11.01 Double time will be paid to all hourly paid employees for work performed on Sunday and Statutory holidays.

- 11.02 Time and one half (1 ½) will be paid to all hourly paid employees for all hours worked in excess of their regularly scheduled shift.
- 11.03 If a shift worker does not report for his regular shift, his mate on duty shall notify his Foreman or Department Superintendent and shall then remain on the job until a substitute satisfactory to Management has been secured and has taken the job.
- 11.04 Opportunities for overtime work will be distributed as equally as possible among the permanent employees in a department, taking into consideration the qualifications of the employees for the work to be done and the efficient operation of the department. All hours for each employee will be posted showing those worked and refused.
- 11.05 When a non-shift worker accepts to work three (3) hours overtime or more, the employee shall receive a ten (10) minute relief period to be taken at the end of his regular shift.
- 11.06 Overtime Wages

When a Maintenance/Relief Engineer in the powerhouse splits his week between his normal day duties and shift work, all hours worked over forty (40) hours, shall be paid at overtime rate.

## **ARTICLE 12**

### **VACATIONS**

- 12.01 It is agreed that all hourly paid employees of the Company, who meet the following requirements, will be granted a vacation leave with pay.
- (a) Employees with less than one year of continuous service as of the current year shall be entitled to a vacation leave of one half (1/2) day for each completed month of service from their most recent date of hire and will receive as payment four percent (4%) of their earnings for the period used in determining their vacation leave.
  - (b) Employees with one (1), but less than four (4) years of continuous service with the Company as of June 30<sup>th</sup> of the current year shall be entitled to a vacation of two (2) weeks with pay.
  - (c) Employees with four (4), but less than nine (9) years of continuous service with the Company as of June 30<sup>th</sup> of the current year, shall be entitled to three (3) weeks vacation with pay.
  - (d) Employees with nine (9), but less than seventeen (17) years of continuous service with the Company as of June 30<sup>th</sup> of the current year, shall be entitled to four (4) weeks' vacation with pay.

- (e) Employees with seventeen (17) years of continuous service or more with the Company as of June 30<sup>th</sup> of the current year shall be entitled to five (5) weeks vacation with pay.
- (f) Employees with twenty-three (23) years of continuous service or more with the Company as of June 30<sup>th</sup> of the current year shall be entitled to six (6) weeks vacation with pay.

12.02 Vacation leave pay will be computed at 2.4% of the employee's total past year's earnings, or on forty (40) or forty-two (42) hours, whichever is applicable, at the employee's regular straight time rate, whichever is greater, for each week of vacation leave.

It is understood that "total past year's earnings" includes vacation pay paid out in the past year.

12.03 Employees will receive their vacation leave pay, in full or in part (weeks), prior to the commencement of their vacation leave, if requested in writing two weeks in advance. Thereafter any outstanding vacation pay not previously requested shall be paid out on or about the second pay period in July.

12.04 An employee will be given the opportunity to choose, with his Foreman, his vacation leave, but under no circumstances will vacation leave be allowed to interfere with Mill operations. The foregoing allowed for, every effort will be made to accommodate employees who qualify in obtaining two (2) consecutive weeks vacation during prime time, prime time being June 1<sup>st</sup> to October 1<sup>st</sup>. Employees must have their vacation booked on the entitlement schedule by March 31<sup>st</sup> or they will only be allowed the weeks left after this date. In cases where vacation leave requested conflict, preference will be given to the employee older in point of service in the department. Primary vacation leave requests will be processed by no later than April 30<sup>th</sup>. All other vacations requests submitted after March 31<sup>st</sup> will be processed within two (2) weeks, whenever possible.

Employees with three (3) or more weeks' vacation entitlement may request to take more than two (2) consecutive weeks vacation provided it does not interfere with another employee's two (2) consecutive weeks during prime time.

12.05 Vacation leave may be taken at any time within the calendar and at such time as, in the opinion of the Company and the Union, the services of the employee can be spared.

The Employment Standards Act will be adhered to.

- 12.06 The Company reserves the right generally to administer the vacation leave plan in accordance with the above provisions.
- 12.07 Vacation entitlement will be posted in November for the following year's vacation.

### **ARTICLE 13**

#### **HOLIDAYS**

- 13.01 The following days shall be observed as paid holidays:

Christmas Day	(forty (40) hour shutdown period)
Boxing Day	(twenty-four (24) hour shutdown period)
New Year's Day	(forty (40) hour shutdown period)
Good Friday	(twenty-four (24) hour shutdown period)
Victoria Day	(twenty-four (24) hour shutdown period)
Canada Day	(twenty-four (24) hour shutdown period)
Labour Day	(twenty-four (24) hour shutdown period)
Thanksgiving Day	(twenty-four (24) hour shutdown period)

- 13.02 All hourly paid employees who have been in the employ of the Company for not less than sixty (60) days immediately preceding a statutory holiday shall be entitled to receive holiday pay at the rate of the employee's regular hourly rate multiplied by 12 hours for 12 hour workers that are scheduled to work and works on a statutory holiday or 8 hours if the employee does not work the following statutory holidays: Canada Day, Good Friday, Victoria Day, Boxing Day, Labour Day, Thanksgiving Day, and sixteen (16) times the employee's regular hourly rate for Christmas Day and New Years Day.

- 13.03 To be eligible for pay for a holiday, an employee:

1. Must not have been absent without justifiable cause on the workday preceding and/or the workday immediately following such holiday.
2. An employee will be considered absent with justifiable cause if he has worked within a period of sixty days prior to the holiday and is:
  - a) away on vacation.
  - b) so sick that he is unable to report for work and such sickness is verified upon return to work by a doctor's certificate.

The Company, however, reserves the right to refer employees with persistent absentee problems to the Company doctor.

3. An employee will be considered absent without justifiable cause if he:
  - a) is away on absence initiated by himself.
  - b) fails to report because he does not care to work.



- c) is absent for other personal reasons of his own.
- 4. An employee who is on regular vacation at the time of a paid Mill holiday will receive pay for such Mill holiday in addition to his regular vacation pay or an additional day of vacation with pay to be taken at a mutually agreeable date.
- 13.04
  - a) For day shift workers only, when a holiday occurs on a Saturday or Sunday, the holiday will be recognized on the Friday immediately preceding or Monday immediately following respectively. This provision will not apply to shift workers.
  - b) When a paid holiday(s) falls upon a weekend, the employees in departments that are not on a rotating shift schedule shall be entitled to a day off in lieu, the day to be determined to the mutual satisfaction of the employee and his supervisor. However, the employee's supervisor will not unreasonably withhold permission for the day off in lieu as requested. Furthermore, the employee, at his option, may choose to be paid his holiday pay on the holiday or on his scheduled day off.
- 13.05 An employee required to work on any of the above mentioned holidays shall be paid his holiday pay, plus double time for the hours worked on the holiday, or given a day off providing he shall make his request to his Foreman three (3) days prior to the taking of the holiday, who will approve the taking of the holiday provided that the employee's absence on the day requested will not be granted in conjunction with vacation leave or other paid holidays, nor will they occasion a Mill shutdown except at the discretion of the Company, nor will they interfere with the efficiency of the department.
- 13.06 Each employee shall be entitled to two (2) "floating holidays" per year and shall be entitled to receive holiday pay when taken. If not taken as of December 1<sup>st</sup> of the current year, the rate shall be eight (8) times the employee's regular hourly rate for two (2) floating holidays. **Twelve hour workers will receive twelve (12) times at their regular hourly rate.**
- 13.07 A regular employee wishing to take a "floating holiday" shall make his request to his Foreman three (3) days prior to the taking of the holiday, who will approve the taking of the holiday provided that the employee's absence on the day requested will not be granted in conjunction with vacation leave or other paid holidays, nor will they occasion a Mill shutdown except at the discretion of the Company, nor will they interfere with the efficiency of the department.
- 13.08 The hours paid for on a statutory holiday are to be used in computing overtime.

For those employees who would be scheduled to work on a statutory holiday, holiday pay will be based on each employee's normal schedule (8 or 12-hour

shift). Those employees not scheduled to work will receive pay at their regular rate times eight (8) hours.

## **ARTICLE 14**

### **TRADE CLASSIFICATIONS**

#### 14.03 Tool Allowance

All skilled trades' persons shall have the required and basic tools for the performance of their jobs. The Company will grant to all members of electrical, mechanical and instrument mechanic classifications (after one (1) year of continuous service with the Company) \$150.00 towards the purchase of tools. Proof of purchase will be given to the Supervisor.

14.04 All new employees must be licensed under the trade certification or working under the apprenticeship program advancing to certification. There will be a grace period of 90 calendar days to acquire the license.

## **ARTICLE 15**

### **CONDUCT RECORD**

15.01 Complete conduct records for all employees shall be maintained. These records shall include:

- (a) Offences and infractions of Mill rules.
- (b) Absenteeism.
- (c) Accidents which have occurred to the employee while in the employ of the Company.
- (d) Suggestions made by the employee or any other worthy accomplishments which, in the opinion of Management, should be recorded to his credit.

15.02 In cases of minor offences and infractions of Mill rules, where an employee has a clear record for a period of twelve (12) months, his record of offences shall be cleared.

Employees may review their personal files once in every twelve (12) month period in the presence of their Supervisor or a representative of the Human Resources Department.

15.03 These conduct records shall be used as a means of reaching a decision regarding possible penalties for misdemeanours; or for appraising the relative merit of an

employee for promotion or transfer. The determination of this clause shall be subject to the time provisions in 15.02.

**ARTICLE 16**

**WELFARE AND INSURANCE PROGRAM**

16.01 Life Insurance

Benefits are provided under this Collective Agreement to active full-time employees following successful completion of their probationary period.

The following payment grid will apply

Service time required	Current	D.O.R.	Oct.15/19	Oct 15/20	Oct 15/21
<i>More than 2 months &lt; 2 yrs.</i>	\$33,000	\$35,000	\$37,000	\$40,000	\$43,000
<i>More than 2 yrs. &lt; 3 yrs.</i>	\$37,000	\$39,000	\$41,000	\$44,000	\$47,000
<i>More than 3 yrs. &lt; 5 yrs.</i>	\$44,000	\$46,000	\$48,000	\$51,000	\$54,000
<i>More than 5 years</i>	\$60,000	\$75,000	\$80,000	\$85,000	\$90,000

Benefit coverage (except under the LTD plan) will cease for employees absent due to a disability for which they are receiving disability benefits under the Long Term Disability Plan and/or Workplace Safety Insurance Board Act after two years of continuous disability.

Retiring employees will be entitled to a death benefit of \$1,000.00.

The Company will provide a communication document containing policy and insurance entitlement at the time of retirement. Policy number, insurance entitlement, and contact number for the benefits administrator to facilitate paperwork at time of retirement.

16.02 Dependent Life Insurance

The Company will provide coverage of \$5,000.00 for spouse and \$2,500.00 for children.

16.03 Accidental Death & Dismemberment

The Company will provide coverage of \$20,000.00 for eligible employees.

16.04 Ontario Hospital Insurance Plan

The Company pays 100% of the premium cost of O.H.I.P.

#### 16.05 Major Medical

The Company pays 100% of the premium cost of Major Medical Insurance, the basis of which is described below.

Each calendar year a deductible of \$20.00 per individual and \$25.00 per family will be taken. After deductible is satisfied, the insurance company will pay 90% of all eligible expenses such as semi private, registered nurses, prescription drugs, appliances while in hospital, physiotherapy treatments.

The plan will cover an Osteopath, Podiatrist, Christian Science Practitioner - \$7.00 per visit, \$25.00 per X-ray over and above O.H.I.P. payment.

#### 16.06 Weekly Indemnity

The Company pays 100% of the premium cost of the Weekly Indemnity Insurance Plan described herein. Benefits commence with the first day of accident or hospital confinement, and the fourth day of illness (non-occupational) and may continue for fifty-two (52) weeks at the rate of 66-2/3 of gross weekly earnings with a maximum weekly benefit of \$750.00 (within 30 days of DOR) or U.I.C. maximum, whichever is greater. Maximum weekly benefit increases to \$800.00 effective October 15<sup>th</sup>, 2021.

Employees commencing a new claim shall be entitled to the weekly benefit then in effect or the EI maximum then in effect, whichever is greater. Employees will not be entitled to an increase unless they have been actively at work ninety (90) days prior to the increase in the benefit level.

#### 16.07 Dental Plan

100% premium paid by the Company.

Maintain 1-year lag for ODA schedule - \$1,850.00 maximum.

B.C. 7, plus Riders 1 and 2. 50/50 co-insurance on Rider 2 (dentures, partials). Company to pay 100% of premium cost.

Orthodontics will be covered in the amount of \$1,850.00 – lifetime maximum. 50/50 co-insurance.

#### 16.08 L.T.D. Plan

- (a) Disability means that during the first twenty-four (24) months of any disability, the employee is unable, because of disease or injury, to work at his or her own occupation and thereafter during continuance of such period of disability that the employee is unable to work at any reasonable occupation to which the employee might be suited by training education or experience.

- (b) Fifty percent (50%) of employee's average monthly earnings during the preceding year up to a maximum of \$2,600.00 to start on 53<sup>rd</sup> week of sickness. Maximum of \$2,700.00 per month effective October 15<sup>th</sup>, 2021.
- (c) The amount of benefit shall be reduced by any payments provided by primary benefits under any government plan.
- (d) Duration of Benefit: Benefits shall cease upon the occurrence of any one of the following:
  - i) on the date the employee ceases to be disabled.
  - ii) date the employee retires.
  - iii) at death.
- (e) Benefit Period: Benefits will be paid for one (1) month, for each completed month of service prior to the onset of disability, while the employee is disabled.
- (f) Exclusions: All disabilities are covered unless they result from self inflicted injuries, war, riot, civil commotion or as a result of employee's attempt to commit assault, battery or felony.

The total cost of the plan shall be paid by the Company.

- (g) An eligible employee is entitled to benefits provided the employee is actively at work on the first day the L.T.D. plan becomes effective.

An eligible employee absent from work due to sickness or accident at the effective date of the plan shall be eligible for long term disability benefits at the return to active full time employment.

16.09 (a) Group RSP

Contributions per paid hour will follow the wage grid below. Paid hours for this purpose will include time spent on sick leave or Worker's Compensation or a Union leave as authorized by the Collective Agreement up to the normal number of daily or weekly hours normally worked in addition to paid time off such as vacations, statutory holidays, etc.

	Current	+1% 10/15/2021
20+ years of service	\$2.60	TBD
15 - 20 years	\$2.55	TBD
10 - 15 years	\$2.18	TBD
5 - 10 years	\$1.76	TBD
18 months - 5 years	\$1.35	TBD

## 16.10 Safety and Health

The Union and the Company agrees to cooperate to the fullest extent in promoting safety in the Mill, and the avoidance of accidents to the employees. The Company further agrees that there will be a safety committee of two (2) members appointed from and by the Company, and two (2) members appointed from and by the Union. The Safety Committee will meet once a month or more frequently if mutually agreed upon.

Any Safety Committee report of accident investigation will be made available to the Union.

## 16.11 Vision Care

The Company will provide a Vision Care Plan that provides \$200.00 per family member every two (2) years as of date of ratification. This includes frames, lenses and contact lenses.

The Company will pay eye exams for employees and eligible dependant one every two (2) years for persons over eighteen (18) to a maximum of fifty dollars (\$50) per exam.

The Company and Union will establish a committee consisting of 2 members of the union and 2 members of the company to review health care costs annually with a mandate of exploring a similar product at a lower cost.

## **ARTICLE 17**

### **SEVERANCE PAY**

17.01 All persons who are employed on a year round basis on jobs within the Union's jurisdiction, who have one year or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them.

17.02 A laid off employee entitled to severance pay will be paid one and one-half (1- 1/2) weeks per years of service (up to a maximum of 42 hours) for the last full period of continuous service to a maximum of 40 weeks inclusive of any monies owed under the Employment Standards Act. One half (1/2) of the severance pay due will be paid after the employee has been laid off forty-five (45) days. The second half of the severance pay due will be paid after the employee has been laid off ninety (90) days.

17.03 An employee's recall rights will not be affected in any manner because of the payment of severance pay. However, if recall occurs before the time when

severance payment is due, no such payment will be made. Or, if the employee is offered recall, according to the applicable recall provisions in his case and it is refused, all recall and severance pay rights are automatically cancelled except as governed by any existing promotion, layoff and recall clauses.

- 17.04 If an employee is recalled after having received all of the severance pay due him, he will begin again, as of the date of return, accumulating a new period of time which will be credited towards any future lay off.
- 17.05 If an employee is recalled after having received one half (1/2) of the severance pay due him, he will, upon return to work, retain the right to the unpaid portion if laid off the second time. He will begin accumulating again a new period of time which will, in addition be credited towards any future lay off.

### **Decisions impacting job security**

In the event of a situation where the Company must proceed with a permanent mill, department or paper machine closure, the Company will inform the Union a minimum 30 days in advance where possible.

The Company will work with the local union and a National Representative of Unifor to put in place transition measures to mitigate the impact of these changes, such as early retirement, utilizing all available EI and other programs. Where possible this local discussion will take place within 7 days following the announcement.

## **ARTICLE 18**

### **AUTOMATION**

- 18.01 An employee who is permanently set back to a lower paid job because of technological change or automation will receive the rate of his permanent job at the time of the set-back for a period of (4) months and for a further period of four (4) months, he will be paid an adjusted rate which will be midway between the rate of his permanent job at the time of set-back and the rate of his permanent job. At the end of this eight (8) month period, the regular rate of his permanent job will apply.
- 18.02 An employee who is separated from the payroll due to automation, will be paid severance pay at the rate of two per cent (2%) of continuous accumulated service to a maximum of eight (8) weeks pay at the time of severance.
- 18.03 Technological Change shall include automation, mechanization, process change, the introduction or elimination of equipment, or any change in the operation that directly results in the reduction of manpower.

Prior to implementing a projected technological change, a Joint Committee will be established consisting of three (3) management representatives and three (3) union representatives from the Mill affected. It shall be the function of the Committee to study the effect of the projected technological change on employees and/or their employment status.

The Committee will consult and attempt to reach agreement on measures designed to deal with the anticipated effects of proposed changes on employees and on manpower requirements.

The Technological Change shall not be put into effect until the Company has advised the Union of the projected change as far in advance as practical. However, the notice shall not in any case be less than three (3) months before the introduction of the change. Nothing in this clause shall reduce Management's rights as defined under Article 3 of the Collective Agreement.

In the notice to the Union, the Company shall provide detailed information regarding the nature of the change and its anticipated impact on employees and future manpower requirements.

## **ARTICLE 19**

### **NO STRIKE OR LOCKOUT**

- 19.01 The Union agrees that during the terms of this Agreement neither it nor any of its respective officers, agents or representatives shall cause, authorize or sanction or permit its respective members to cause or take part in any strike, sit-down, stay-in, slow-down or stoppage of any of the Company's operations, or in any curtailment of work or restriction of or interference with production or in any picketing of the Company.
- 19.02 The Company agrees that during the terms of this Agreement, it shall not cause or sanction a lockout.

## **ARTICLE 20**

### **MEAL ALLOWANCE**

- 20.01 A meal allowance of \$11.00 will be given to an employee who works in excess of two (2) hours overtime after his/her scheduled shift, and who has received less than 24 hours notice regarding such overtime. An additional meal allowance will be payable every four (4) hours following thereafter. The meal allowance will be added to the pay cheque.



## **ARTICLE 21**

### **EMERGENCY WORK – REPORTING FOR WORK**

21.01 An employee, who has already left the premises of the Company, after the completion of his regular day or shift, called in for emergency work, shall receive a minimum of four (4) hours pay at straight time or time and one half for the hours worked, whichever is greater. On Sundays, this call in for emergency work shall be paid at six (6) straight time hours or double time for the hours worked whichever is greater.

21.02 An employee who reports for work at the beginning of his normal day, shift or tour, and finds that his work schedule has been changed and reasonable effort has not been made to notify him, shall, if possible, be given an opportunity to do other work for four (4) hours or more and the employee will be expected to accept such work; however, if four hours of work or more is not available, four hours at straight time shall be paid. The foregoing shall not apply in the event that fire, accident or other working conditions, over which the Company has no control, occur.

21.03 Rest pay for maintenance department and ETP –

Any maintenance employee who works, overtime or call in, within 8 hours of their next regular scheduled shift start time, shall receive time off with pay (at straight time) equal to the time worked during the above described period.

-An employee who qualifies for less than four (4) hours of rest time must report at the deferred time or they will not receive any rest pay.

-An employee who qualifies for four (4) or more hours of rest time may, with the permission of their supervisor, receive rest pay and take off the remainder of their regular shift without pay.

-An employee who qualifies for rest time, has finished the call in and is now close to their regular start time, may, with the permission of their supervisor, continue working their regular hours and leave early and receive the appropriate qualified hours of rest pay.

## **ARTICLE 22**

### **ADJUSTMENTS**

22.01 If any new classifications are added within the bargaining unit or if existing classifications are changed, the parties shall meet in an attempt to agree upon rates for the new or revised classifications.

22.02 Rates for new classifications will be negotiated; every effort will be made to settle by mutual discussion the permanent rate to apply to the job within one month of the date at which the duties and responsibilities are established.

## **ARTICLE 23**

### **BEREAVEMENT CLAUSE**

23.01 When death occurs to a member of any employee's immediate family, the Company will grant the employee, if he has completed sixty (60) days of continuous service, a leave of absence with pay at his regular straight time base rate for up to, but not exceeding three (3) scheduled working days lost in the five (5) day period beginning with the date of funeral arrangements. Seven (7) day period for tour workers. Immediate family is limited to father, mother, father-in-law, mother-in-law, brother, sister, stepmother, stepfather, grandparent, grandparents-in-law, grandchildren, brother-in-law and sister-in-law. Five (5) consecutive working days will be allowed instead of three (3) if the employee has to travel in excess of 480 kilometers for the purpose of attending the funeral. Five (5) days will be allowed for spouse and child. Separation of Bereavement days not to move past 14 calendar days. Exceptions to be approved by management.

1. An employee on vacation at the time of bereavement is to be considered as on active service and the number of days ordinarily provided in such case is to be added to vacation period.
2. Consistent with bereavement entitlements as agreed to in the Collective Agreement, Bereavement Leave for a twelve (12) hour shift worker will be three (3) days (at 40 hours) where it indicates five (5) days, and two (2) days (at 24 hours) where it indicates three (3) days.

23.02 At the discretion of the Company, a leave of absence for legitimate personal reasons may be granted.

1. The leave of absence must be applied for, in writing, outlining the reasons for the request within two (2) weeks of the proposed commencement date for the leave.
2. Permission for such leave will be in writing.
3. An employee on such leave shall not be considered laid off, but his seniority shall continue to accumulate up to a period of six (6) months.
4. The Company shall grant a maximum of one (1) week leave of absence without pay per year to the Union President, or an elected Steward so designated, to attend Union training sessions.

## **ARTICLE 24**

### **SENIORITY**

24.01 For the purpose of this Agreement, there shall be three (3) types of seniority.

Job seniority, department seniority and Mill seniority.

24.02 Job Seniority

It is defined on the length of service on a job classification measured from the date the employee is assigned to that job on a posted basis.

24.03 Departmental Seniority

Is defined as the length of service in a line of progression or department.

24.04 Mill Seniority

Is defined as the length of service at the Atlantic Packaging Products Ltd. Paper Mill.

24.05 In consideration of seniority in promotions, first preferences shall be given to job seniority, where job seniority is equal, departmental seniority shall prevail. If job and departmental seniority are both equal, then Mill seniority shall determine promotion.

**ARTICLE 25**

**CLOTHING ALLOWANCE**

25.01 (Rubber Boots) – The Company, with the exception of Quality Control and Shipping personnel, will supply one (1) pair of rubber boots to all Mill employees every three (3) years upon request.

25.02 (Winter Clothing) – The Company agrees to supply protective winter clothing for the Yard Crew up to \$175.00 per Contract term. Three (3) parkas for the maintenance crew will also be purchased by the Company. The Company will arrange for production crews to receive clothing rental service from a provider at employee expense.

**ARTICLE 26**

**TERMS OF AGREEMENT**

26.01 The Term of this Agreement is October 15<sup>th</sup>, 2018 to October 14<sup>th</sup>, 2022 and this Agreement will remain in effect beyond termination date until a new contract is ratified except as provided herein.

**ARTICLE 27**

**RESERVATIONS**

- 27.01 It is agreed that any clause of this Agreement being or becoming in conflict with Federal or Provincial Legislation of a public character will be considered as void without affecting the validity of this Agreement.
- 27.02 In witness whereof, the parties have signed this Agreement by their duly authorized representatives this 22<sup>nd</sup> day of February 2019.

**ARTICLE 28**

**SAFETY SHOES**

- 28.01 \$135.00 (Effective DOR) will be allowed towards one (1) pair of safety shoes per year for each employee with one (1) or more years of continuous service.
- Effective October 15<sup>th</sup>, 2020 safety shoe allowance will increase to \$140.

**ARTICLE 29**

**JURY DUTY**

- 29.01 The Company agrees to pay the difference between an employee's regular earnings and jury duty pay, also for Crown Witness and Subpoenaed Witness, provided:
- (a) the employee has passed probation;
  - (b) the employee shows proof of jury duty, or being called as a Crown Witness or Subpoenaed Witness;
  - (c) the employee is not being called as a Witness in an action against the Company.

**ARTICLE 30**

**MATERNITY/PARENTAL LEAVE**

- 30.01 In case of maternity leave or parental leave, an eligible employee will be granted a leave of absence in accordance with the applicable legislation.

**ARTICLE 31**

**EMPLOYEE INFORMATION**

31.01 Address and phone information – employees are required to provide accurate information of their home address and primary phone numbers.

**FOR THE UNION:**

M. KACHUROWSKI

F. NOFTALL

B. EDWARDS

A. MULVEY

S. MENCHENTON

**FOR THE COMPANY:**

M. FILIPOVIC

E. RAMIREZ

J. TANGORRA

M. SABATINI

N. GROBER

J. SINGH

**APPENDIX A**  
**MILL**  
**GENERAL WAGE INCREASE**  
**BY JOB CLASSIFICATION**

<b><u>Linerboard</u></b>	<b>Current Rate</b>	<b>Oct. 15/18</b>	<b>Oct. 15/19</b>	<b>Oct. 15/20</b>	<b>Oct. 15/21</b>
Machine Tender	\$32.40	33.45	34.12	34.97	35.84
Back Tender	\$30.41	31.42	32.05	32.85	33.67
Third Hand	\$29.05	30.03	30.63	31.40	32.18
Fourth Hand	\$28.42	29.39	29.98	30.73	31.49
Fifth Hand	\$27.65	28.60	29.18	29.90	30.65
Tester	\$28.42	29.39	29.98	30.73	31.49
Stock Prep Operator	\$30.45	31.46	32.09	32.89	33.71
Pulper Operator	\$28.16	29.12	29.71	30.45	31.21
Fork Truck Operator	\$27.69	28.64	29.22	29.95	30.70
Yard Receiver	\$28.31	29.28	29.86	30.61	31.37
Shipper	\$28.31	29.28	29.86	30.61	31.37
Spare (Helper)	\$27.47	28.42	28.99	29.71	30.46
Furnish Tester	\$23.12	23.98	24.46	25.07	25.70
Electrician Class A	\$34.88	36.33	37.05	37.98	38.74
Mechanic Class A	\$33.71	35.13	35.84	36.73	37.47
Instrument Mechanic	\$33.71	35.13	35.84	36.73	37.47
Lube Tech	\$30.49	31.85	32.49	33.30	33.96
Clarifier	\$29.85	30.85	31.06	31.83	32.47
<b><u>Boiler Room</u></b>					
Shift Engineer	\$36.71	38.19	38.96	39.93	40.73
3rd Class Engineer	\$28.78	29.86	30.70	31.32	31.94
4 <sup>th</sup> Class Engineer	\$29.74	31.08	31.71	32.50	33.15
<b><u>Linerboard</u></b>					
Probationary Start Rate	\$21.26	22.09	22.12	22.67	23.13

Lead Hand

Trade positions: \$1.00 per hour above the highest rate of the job classification  
Other positions: \$0.65 per hour above the highest rate of the job classification

**LINE OF PROGRESSION**

**LINERBOARD MILL**

**PAPER MACHINE**

Machine Tender



Back Tender



3rd Hand



4th Hand



5th Hand

**LINE OF PROGRESSION**

**LINERBOARD MILL**

**STOCK PREPARATION**

Stock Prep Operator



Pulper Operator



## **ATLANTIC PACKAGING PRODUCTS LTD.**

### **PLANT RULES:**

The Company shall expect the individual employee to cooperate in every respect with the plant safety program so that the operations may be carried out in such a manner as to insure the safety of himself and his fellow workers.

The following rules and regulations were designed to assist the Company in protecting the safety and rights of every employee and the every day operations of the Company.

Disregard or violation of any of these rules will result in disciplinary action at the management's discretion and ranging from reprimand to suspension and possible discharge, depending upon the seriousness of the offense.

1. Punch your own time card. Do not permit your time card to be punched by another employee.
2. No one is allowed to leave the plant or his work assignment during working hours without his Supervisor's permission.
3. Work areas must be kept clean. No refuse or objects are to be thrown on the floor anywhere in the building.
4. All plant notices duly posted are to be followed.
5. No weapons are to be brought onto Company premises.
6. Supervisor's instructions are to be followed. Any complaints may be taken up afterwards with your Foreman.
7. No person is to operate machinery, power trucks or tools to which he has not been assigned.
8. Horseplay, fighting, teasing and practical jokes are strictly forbidden (Pallet trucks are not to be used as scooters).
9. Time wasting, loitering in washrooms or on Company property is not allowed.
10. No smoking in restricted areas.
11. There is to be no threatening, intimidating, coercing or interfering with employees or Supervisors.
12. Literature of any kind cannot be distributed on Company property without management approval.

13. No signs or notices are to be removed or marked on Company property without management approval.
14. No Company records or confidential information is to be removed from Company property in any way.
15. Gambling in any way is prohibited on Company property.
16. The possession of alcoholic beverages or restricted drugs on Company property is prohibited. It is not permissible to report to work under the influence of alcohol or drugs.
17. The careless misuse, abuse or sabotage of any tools, equipment, material, products or other property owned by the employer or by the Company or in the Company's custody, is not permissible.
18. The Company will not allow output to be restricted.
19. Abusive language is not to be used to other employees or Supervisors.
20. Common safety procedures are to be observed.
21. It is not permitted to stop work or make preparations to leave work before lunch time or authorized quitting time.
22. All absentees must be accounted for. Shift employees who are going to be absent must call in at least three (3) hours prior to their shift. **Employees scheduled for day shift must call in their absence prior to 5:00 a.m.** Absentees must state their name and clock number, reason for absence and expected date of return. Repeated lateness will not be tolerated. One of the following contact numbers may be used:  
Shift Supervisor: 416 791-0354,  
Mill Superintendent: 416 676-7449, or  
Assistant Mill Superintendent: 416 891-5804  
Stock Prep & Yard Supervisor: 416 984-4777
23. No person shall willfully make unnecessary scrap or perform careless workmanship.
24. Only authorized personnel are allowed to drive company power trucks.
25. An employee wishing to enter the plant at any time, except when reporting for work, must obtain permission.
26. Employees entering and leaving the building are to use the employee entrance only.

27. Speed limits and parking restrictions on Company property are to be strictly followed.
28. Personnel records and production reports are not to be falsified in any way.
29. No goods belonging to the Company are to be removed from Company property unless authorized by management.

#### **SAFETY RULES:**

1. All accidents involving either personal injury or property damage must be reported immediately to your Supervisor.
2. All plant employees must wear safety shoes prior to starting employment.
3. Safety glasses and other designated safety apparel must be worn in specified work areas.
4. All employees must wear suitable and safe clothing (i.e. Working in close proximity to moving machinery, clothing should not be loose, sleeves should be rolled up).
5. Long hair shall be suitably confined to avoid possible entanglement in specified areas.
6. Safety guards and devices provided on machinery and equipment must be in place and properly adjusted at all times the machine is in operation.
7. Do not stand on power for trucks or use the truck as a personal elevator unless equipped with a special platform.
8. At the completion of your job, leave the area and equipment in safe condition.
9. Do not use defective equipment or tools. Report unsafe conditions to your Foreman.
10. Do not tamper with electrical equipment or loose wires. Report such conditions to your Foreman.
11. No smoking in restricted areas.

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: APPRENTICESHIP PROGRAM**

The Company will include two (2) positions in the wage classification as follows:

1.     Apprentice Industrial Millwright – 4 periods of 2,000 hours each

1 <sup>st</sup> period	60% of average Mechanical Classifications.
2 <sup>nd</sup> period	70% of average Mechanical Classifications.
3 <sup>rd</sup> period	80% of average Mechanical Classifications.
4 <sup>th</sup> period	90% of average Mechanical Classifications.
  
2.     Apprentice Electrician (Plant Maintenance) – 4 periods of 2,000 hours each

1 <sup>st</sup> period	60% of the Electrician rate of pay.
2 <sup>nd</sup> period	70% of the Electrician rate of pay.
3 <sup>rd</sup> period	80% of the Electrician rate of pay.
4 <sup>th</sup> period	90% of the Electrician rate of pay.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: “SHIFT WORKERS” – MECHANICS (MAINTENANCE)**

- a) One mechanic per shift will rotate with existing shifts.
- b) The Company will first attempt to fill shift mechanic positions by posting within the department.
- c) If positions are not filled via the posting procedure, the Company may fill them by assigning the most junior employees in the department to the positions.
- d) Temporary vacancies on the shifts, arising due to illness or other absenteeism (including W.C.B., Weekly Indemnity, L.T.D., vacations, authorized leaves of absence, etc.) shall be filled by the Company assigning the next junior employee within the department.
- e) It should be clearly understood that any future new hires in the maintenance classifications may be hired in the capacity of “shift workers” and shall remain in that capacity.
- f) However, should production requirements necessitate two (2) “shift workers” per shift (without requiring additional new hires), the Company retains the right to assign the “non-shift workers” in order of seniority to said shift(s). It is clearly understood that this potentially will only apply to the existing four (4) initial “shift workers”.
- g) The Company retains the right to assign all mechanics, other than the “shift mechanics”, to work on shifts as machine maintenance and production necessitates for a maximum of seven (7) weeks in any one (1) year. Where possible, as much notice in advance will be given.

ATLANTIC PACKAGING  
PRODUCTS LTD.

UNIFOR  
LOCAL 1894

F. Marcon

M. Kachurowski

E. Stapleton

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: EMERGENCY/REPORTING FOR WORK**

Hours actually worked (exclusive of premium time) during a “call in” by Maintenance workers who are not designated to shifts as per the Collective Agreement, will count in the computation of forty (40) hours for the purpose of determining the level of payment for Saturday overtime.

ATLANTIC PACKAGING  
PRODUCTS LTD.

UNIFOR  
LOCAL 1894

F. Marcon

M. Kachurowski

E. Stapleton

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: ABSENCE AND ATTENDANCE**

- 1) A Doctor's certificate will be required immediately following three (3) consecutive work days of absence in each instance.
- 2) However, it is clearly understood that the Company may request a Doctor's certificate for absences of less than three (3) days in the case of employees with absenteeism problems.

It is clearly understood by the Company and the Union that it is not the intention of the Company to apply this clause on a widespread or universal basis.

The clause is intended to enable the Company to more closely monitor employees with absenteeism which is in excess of the Company (Mill) average.

Before (2) is applied, the employee's attendance record will be thoroughly reviewed and the employee will be notified in writing that, in future, medical certificates for absences of less than three (3) consecutive work days will be required. Such written notice will be provided to the employee by the Mill Superintendent, with a copy to the local Union President.

The Corporate Director of Human Resources will, on a quarterly basis, notify the Local Union President of the Mill absenteeism average.

ATLANTIC PACKAGING  
PRODUCTS LTD.

UNIFOR  
LOCAL 1894

F. Marcon

M. Kachurowski

E. Stapleton

D. Pugsley



**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)**

Atlantic Packaging is committed to the objective of providing a safe, healthy and productive environment for employees.

Where the use of alcohol or drugs interferes with or impairs normal performance of an employee, assistance will be made available.

Employees who find themselves in need of assistance due to alcohol or drug abuse problems will receive the same consideration as employees having other health problems. Seeking assistance will not jeopardize an employee's job, whereas continued performance, attendance or behavioural problems will.

The Local Union President and the Corporate Director of Human Resources will be directly involved with situations arising under this Alcohol and Drug Abuse Letter of Understanding.

The Company and Union Executive will work together to improve the E.A.P. program. If assistance is required under the E.A.P. program, the local president or company official should be approached.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: ELECTRICIAN, INSTRUMENT MECHANIC AND CLARIFIER – PAGER  
ALLOWANCE**

The on-call Electrician, Instrument Mechanic and Clarifier will carry a pager and be available for call in.

There will be two (2) Mechanics on call as per status quo. One (1) on-call Mechanic on a rotation basis will be required to carry a pager.

The on-call persons will be paid as follows:

\$75.00 per week when on call;

This payment is contingent upon availability during the on-call period.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: LEAVE OF ABSENCE FOR UNION BUSINESS**

A leave of absence without pay will be granted to one local Union executive member who is elected or seconded to a full time union position. The leave shall not exceed twelve (12) months.

It is also clearly understood that pension and benefit payments will not be maintained during the leave. There will be no renewal or extensions of the leave.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

and

UNIFOR LOCAL 1894

**RE: STATUTORY HOLIDAY PAY**

The Company and the Union agree that the application of Article 13.03 shall be applied as follows:

For those employees who would normally be scheduled to work on the statutory holiday and take the day off or are on vacation, will be paid twelve (12) hours statutory holiday pay.

For those employees who were not scheduled to work, but have agreed to a shift change or to cover for a vacation and work the statutory holiday, will receive eight (8) hours statutory holiday pay.

There shall be no additional cost to the Company in this transaction. This agreement can be cancelled by either party within thirty (30) days notice.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D.Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: VACATION REQUEST**

Notwithstanding Article 12.03 of the collective agreement, an employee may make a request once per year between January 1<sup>st</sup> and June 30<sup>th</sup> for vacation pay previously earned, up to the date of the request.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

**LETTER OF UNDERSTANDING**

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

**RE: BARGAINING UNIT WORK**

It is not the Company's intent to have non-bargaining unit personnel perform bargaining unit work in such a manner that it results in the direct loss of a right or privilege under the collective agreement.

It is understood that the Company is not restricted from using contractors in any way, or from having its non-bargaining unit personnel perform work in emergency situations which includes temporary shortages of bargaining unit employees, in the course of instructing bargaining unit employees, in experimenting with new processes or equipment or in an incidental manner.

It is further understood that the Union will not take any action that will interfere with the efficient operation of the Mills, nor will they put forth frivolous or insubstantial claims that bargaining unit work is being performed by non – bargaining unit employees.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR LOCAL 1894

M. Kachurowski

D. Pugsley

## UNDERSTANDING

between

ATLANTIC PACKAGING PRODUCTS LTD.

AND

UNIFOR LOCAL 1894

### **RE: WEEKLY INDEMNITY DISPUTE RESOLUTION MECHANISM**

The following weekly indemnity dispute resolution mechanism will apply conditional to:

- the employee has submitted and the insurer has received the required claim forms properly completed; and
  - the employee has given authorization to the Company and/or insurer to have access to the information they require to adjudicate the claim.
- a) If requested by the employee, the Company will make advance payments at normal pay intervals until the claim is processed. The employee will sign a promissory note stating that he has submitted the claim as required above and will reimburse the Company for any advance payments received.
  - b) The Company and/or insurer reserves the right to demand physical examinations throughout the duration of the employee's absence to support eligibility.
  - c) Regardless of (b) above, if there is a medical dispute as to the validity of a claim and/or the continuance of a claim, and if the physicians of the employee fail to provide sufficient medical information to support the claim, the employee will undergo an IME (Independent Medical Exam) by a mutually agreed to medical specialist and the results of the IME will be binding on the insurer, a list of appropriate physicians/specialists can be obtained from the Insurer. Payments will continue until the results of the IME are received.

ATLANTIC PACKAGING PRODUCTS LTD.

F. Marcon

E. Stapleton

UNIFOR, LOCAL 1894

M. Kachurowski

D. Pugsley