

**MARITIME PAPER PRODUCTS LIMITED
AND
COMMUNICATION, ENERGY AND PAPERWORKERS' UNION, LOCAL 1520
COLLECTIVE AGREEMENT
(May 1, 2011 to April 30, 2017)**

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**COLLECTIVE LABOUR AGREEMENT
BETWEEN:**

MARITIME PAPER PRODUCTS LIMITED, a wholly owned subsidiary of Maritime Containers Limited, a body corporate, of Burnside, Dartmouth, Nova Scotia,

(hereinafter referred to as the "Employer")

and-

COMMUNICATION, ENERGY AND PAPERWORKERS' UNION LOCAL 1520, P. O. Box 6, Sackville, Nova Scotia B4C 2S8

(hereinafter referred to as the "Union")

WITNESSETH:

That the Employer and the Union hereby agree as follows:

ARTICLE 1 - OBJECTS OF THIS AGREEMENT

- A.** The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreements covering rate of pay, hours of work, conditions of employment and safety.
- B.** The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure suitable terms of employment satisfactory to the Employer and employees, to provide methods for fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.
- C.** The Union and employees hereby agree during the period of this contact:
 - (1) to endeavour to cut absenteeism;
 - (2) to endeavour to cut waste;
 - (3) to co-operate with the Employer in an endeavour to provide the best of service to the Employer's customers.

ARTICLE 2 - BARGAINING UNIT

- A.** The Employer, under Nova Scotia Labour Relations Board Order No. 2190, recognizes the Union as the Bargaining Agent for a bargaining unit consisting of all employees of the Employer at Burnside, Dartmouth, Nova Scotia, but excluding foremen, those persons equivalent to the rank of foreman and above, office employees, and those persons excluded by paragraphs (2) and (b) of subsection (2) of Section 1 of the Trade Union Act.

- B. This Agreement shall apply to all employees in the Bargaining Unit defined by the relevant Order of the Nova Scotia Labour Relations Board and the words "Employee" and "Employees" as used herein refers only to such employees but shall not include foremen, ("or those persons equivalent to rank of foreman and above)" assistant foremen, production clerks, and other salaried employees. The Employer agrees that it will not during the term of this Collective Agreement, change any hourly paid jobs to salaried jobs.
- C. Foremen, Supervisors and other employees of the Employer who are not members of the Bargaining Unit shall not perform work usually performed by employees within the Bargaining Unit, except in cases of emergency, or for training and instruction purposes, or when employees in the Bargaining Unit are not available for such work, provided that the Employer advises the Union of the difficulties of union members not being available, prior to doing such work and provided also that in any arbitration the Employer shall have the burden of showing that on the balance of probabilities employees in the Bargaining Unit were not available for such work.

ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS

- A. No employee shall be asked or permitted to make any verbal or written contract with the Employer which may limit, alter, modify, or conflict with the stipulations of this Agreement.
- B. There shall be no lockout by the Employer and no strike or slowdown by the Union during the term of this Agreement.
- C. The Union acknowledges that it is the exclusive function of the Employer:
 - (1) to maintain order, discipline and efficiency;
 - (2) to hire, discharge, suspend, transfer, promote, classify, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance dealt with as hereinafter provided;
 - (3) to introduce Company policies providing they are not inconsistent with the Collective Agreement;
 - (4) generally to manage, control, continue, discontinue, in whole or in part, the industrial enterprise in which the Employer is engaged.
- D. The Employer, the Union and the employee agree that there shall be no discrimination against employees because of race, creed, colour, sex, age, religion, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity; that individual's association with another individual or class of individuals having characteristics referred to in the above classes or union membership, subject to the exceptions in the Human Rights Act and Trade Union Act. They also agree that they shall not seek, by intimidation, bullying, threat of

dismissal or any other kind of threat, to compel an employee to refrain from becoming or ceasing to be a member, officer, or representative of a trade union or from exercising any right conferred by the Trade Union Act or this Collective Agreement. Exercising supervisory responsibilities in an appropriate way is not to be construed as intimidation/bullying. Nor is this provision meant to inhibit free speech or interfere with normal social relations.

- E. The Company will maintain a Harassment in the Workplace policy, which will be available to all employees.

ARTICLE 4 - UNION SECURITY

- A. All employees covered by this agreement shall become and remain a member in good standing as a condition of employment. Employees covered by this agreement shall at the time of hiring sign a dues check-off form for the Union. Upon completion of their sixty (60) day probationary period of employment, the employer will deduct and pay to the treasurer of the Union by the 15th day of the following month an amount equivalent to its initiation fee (to be spread over two (2) paycheques) and regular monthly dues. The Union shall receive a list of names showing the amount of Union dues and initiation fees deducted through the check-off each month.
- B. The Company will notify the Union when new employee(s) are hired, and a member of the Union Executive who, upon giving reasonable notice to the Company will be provided with one-half (1/2) hour of meeting time with such new employee(s) (where employees are hired in groups, the Union will meet, where practical, with the employees as a group, not individually).
- C. The Employer shall notify the Union in writing when any new employee is hired and such employee shall be subject to the payment of union dues upon completion of the employee's sixty (60) day probationary period of employment. The Employer agrees to provide a check off list in order of seniority to the Union within ten (10) working days of the end of the month for which check offs are being listed.
- D. If the employee is absent or on vacation at the time any deduction should be made from his/her pay, such deduction shall be made from the first full pay which he/she receives following his/her return to work and shall be remitted to the Treasurer of the Union not later than the 15th day of the following month.
- E. It is understood and agreed that all employees on probation may be released by the Employer during the probationary period, without a grievance from the Union, after discussions by the Employer with the Union member designated in advance by the Union President.
- F. The following provisions shall cover the hiring of student help by the Employer:
 - (1) If a student requests to be taken on full time, his/her probationary period shall be treated as sixty (60) days from the date he/she commenced employment with the

Employer during the year and such student shall be credited with seniority from the date of his/her commencement of employment that year and he/she shall be obligated to sign a check off form authorizing the deduction of initiation dues and monthly dues effective as of the date of completion of his/her sixty (60) day probationary period. Any student request to be taken on full time will be subject to Employer approval.

- (2) The number of students employed by the Company shall be no more than twenty (20) students at any one time.
- (3) Notwithstanding the foregoing, the Employer is restricted in its utilization of students during the period from September 16 to April 30 of each year to only weekends (Saturday 12:01am – Monday 12:01am) and must have offered any such available work to bargaining unit employees first.

- G.** The provisions of Article 15 shall not give students or probationary employees the rights herein set out for overtime, except for probationary employees and students who are on duty on the shift immediately preceding the overtime, provided all other employees on such shift have not accepted such posted overtime (probationary employees do have priority over students for such overtime).

ARTICLE 5 - UNION REPRESENTATION

- A.** The Union shall have the right to elect seven (7) Shop Stewards for employees. If seven (7) Shop Stewards are not found to be sufficient, the Union may approach the Employer and request permission to appoint or elect additional Shop Stewards. All Shop Stewards shall be employees of the Employer and shall be elected by the Union members.
- B.** The Union shall keep the Employer advised in writing of any change in the Union executive, or Shop Stewards.
- C.** The Union Executive members, Shop Stewards and the Union National Representative shall be permitted to enter the Employers' premises on Union business, subject to the prior consent of the Employer, which prior consent shall not be unreasonably withheld and further no such Union Executive member, Shop steward, and/or Union National Representative shall unduly interfere with the work in progress.
- D.** Shop Stewards and the Union Executive shall be able to leave their work without loss of basic pay to attend to Union business except that:
- (1) Such business must be between the Union and the Management;
 - (2) The time shall be devoted to the prompt handling of necessary Union business;
 - (3) The Steward and the Union Executive concerned shall obtain the permission of the foreman concerned before leaving their work; such permission shall not be unreasonably withheld;
 - (4) The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Basic pay means the regular rate of pay of the Steward(s) or Union Executive in question. If, at the request of the Employer, the Steward(s) or Union

Executive stay after regular hours for such matters the Employer will pay such time at time and one half;

- (5) Union business shall include a meeting of the Safety Committee and the Labour Management Committee. The Union acknowledges, however, that because there are a large number of employees involved as members of the Union Executive and Shop Stewards, the amount of time away from their work for such employees should be kept to a minimum and that the Employer may from time to time have to refuse permission to employees to take time from their work for such Union business.
- (6) The Company will pay the five (5) Union bargaining committee members the greater of:
 - (a) up to 4 days' pay at 8 hours straight time pay; or
 - (b) 50% of 8 hours straight time pay for a maximum of 10 negotiating days.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A.**
 - (1) A grievance may be filed in keeping with the provisions of this Article 6 by
 - (a) the Union, or
 - (b) an employee (submitted by the Union), or
 - (c) the employer.
 - (2) A grievance shall be either:
 - (a) a complaint of alleged violation of the Collective Agreement; or
 - (b) any other complaint relating to plant working conditions or any terms or conditions of employment, contrary to provincial legislation.
 - (3) All grievances must be presented within seven (7) days after the grievance arose. Thereafter any right of grievance shall automatically cease to exist. The time limit for grievances over the amount of pay shall commence to run from the payday of such employee for the pay period concerned. When an employee is on vacation, sick leave or other leave of absence, the time limit will run from his first day of return to work from such absence. In no case, however, shall the time limit exceed one month from the payday concerned.
 - (4) The employer shall be bound by the time limits set out in (3) above for employer grievances filed with the Union.
 - (5) The time limits for any grievance may be extended in writing by the Union for an employer grievance, or, by the employer for a Union or employee grievance.
- B.** Differences of interpretation of the violation by the Employer or any employee of any of the provisions of this Agreement as well as any other complaint relating to working conditions shall be considered a grievance provided that no complaint by an employee shall be considered a grievance until he/she has given his/her immediate supervisor an opportunity to deal with it. All grievances must be presented within five (5) working days after the grievance arose and thereafter any right of grievance shall automatically cease to exist. The Employer shall be bound by the above time limits for Employer grievances filed with the Union pursuant to the grievance procedure.

- C.** The procedure for processing a grievance of an employee, group of employees or the Union shall be as follows:

The grievance shall be presented in writing to the aggrieved employee's foreman or immediate supervisor who will meet with the employee and his/her Shop Steward in an attempt to resolve the grievance. The foreman or immediate supervisor will render a decision in writing within two (2) working days of such meeting, to the employee with a copy to the Shop Steward.

- D**
- (1) The Union and/or the Employer shall have the right to have the grieving employee present at any stage of the grievance procedure, subject to the employee being willing and available and subject to (6) of this Article 6D.
 - (2) Failing a satisfactory settlement at Step 1, the Grievance Committee (consisting of not more than three (3) employees will meet with the Production and/or Plant Manager within two (2) working days of the receipt by the Union of the reply at Step 1. The Production and/or Plant Manager shall have the right to have the foreman, or immediate supervisor of the employee present at this stage. The Production and/or Plant Manager shall render a decision in writing to the secretary of the Union within three (3) working days of such meeting.
 - (3) Failing a satisfactory settlement at Step 2, the Grievance Committee and the Union National Representative shall meet with the General Manager and his delegates within five (5) working days of the reply at Step 2. The General Manager or his delegates shall render a decision in writing within three (3) working days of such meeting.
 - (4) Should the Employer have a grievance, it shall be submitted in writing to the Union National Representative who together with the Grievance Committee shall meet with the General Manager and his delegates within five (5) working days of the presentation of the grievance and the Union National Representative shall render a decision in writing within three (3) working days of such meeting.
 - (5) Failing a satisfactory settlement of any grievance either the Union or the Employer shall have the option of submitting the grievance to binding arbitration as outlined in Article 7 of this Agreement provided that such grievance must be submitted to arbitration by the giving of notice thereof in writing within seven (7) working days of the date of the decision at the last stage of grievance, otherwise the right to arbitrate shall automatically terminate.
 - (6) The employee and his Shop Steward shall have the right to be in attendance at all steps of the grievance procedure, subject to them being available and subject to there being a maximum limit of four (4) employees (including grievors and employee union representatives) present at any stage of the grievance procedure. (In multiple grievor situations grievors may be required to nominate grievor representatives for attendance at grievance procedure steps.)
- E.** The time limits provided for in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- F.** In any disciplinary meeting which may result in a discharge, suspension or a warning going on file against an employee's record, the employee must have a Shop Steward

present or, if a Shop Steward is not on duty, have present another employee from the Bargaining Unit of his or her choice, subject to the reasonable availability of the employee.

- G.** In order that there shall be uniformity in penalties and the method of dealing with them, generally the procedure (except in serious cases which might call for immediate dismissal or suspension) the rules are as follows:

1st offence Warning letter
 2nd offence Suspension
 3rd offence Dismissal

After two (2) years the offences in the record of any offender shall be deleted. Copies of all written discipline will be forwarded, as a matter of convenience, to the Union.

- H.** Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of his/her discharge and the reason therefore and a copy shall be sent to the Secretary of the Union at the last address on file with the Employer.
- I.** The Employer shall pay any discharged employee all his wages in full as soon as possible after his/her discharge and after any liability owed by him/her to the Employer has been paid or as agreed by management and the Union. However, the discharged employee may opt in writing to not be paid pending the outcome of the arbitration, but in no event, beyond the calendar year when discharge occurred.
- J.** A complaint by an employee that he/she has been unjustly discharged shall be considered a grievance. In processing such a grievance, the first step of the grievance procedure shall be dispensed with and the grievance shall be submitted in writing directly to the Employer's General Manager or his responsible representative within five (5) working days after the discharge.
- K.** Any employee found through the grievance procedure or arbitration to have been unjustly discharged, shall within three (3) working days after the date of the settlement or the decision of the Arbitration Board be reinstated in his/her former position with full compensation for time lost and all seniority rights.
- L.** All employees shall have the right to review their personal file. Prior to a grievance meeting the Shop Steward or Union Executive, with the permission of the grieving employee involved, shall have the right to request on reasonable notice and receive a copy of previous Company complaints against the grieving employee.
- M.** Any employee who feels that he/she has been dealt with in any matter relating to layoff, rehiring, slack periods, promotion, transfer or job posting contrary to the provisions of this Collective Agreement, will have recourse to the grievance procedure.

ARTICLE 7 - ARBITRATION

- A.** No matter shall be submitted to an Arbitration Board until after it has been processed under the grievance procedure set out in Article 6 of this Agreement.
- B.** When notice of arbitration is given by the Union or the Employer, each shall, within the ensuing four (4) days, choose an Arbitrator and notify the other of its choice.
- C.** The two Arbitrators shall in turn, within five (5) working days choose a Chairman for the Arbitration Board, whose fees and expenses shall be paid in equal parts by the Union and the Employer.
- D.** The decisions of the Arbitrators shall be given within thirty (30) days (subject to being waived by both parties) after the appointment of the Chairman, and the unanimous or majority view shall be binding on both the Union and the Employer. The Arbitrators shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to delete, alter or modify any part thereof, but have power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable under the circumstances.
- E.** As an alternative method of Arbitration, where both parties agree within four (4) days upon a single Arbitrator, then such single Arbitrator shall have all the powers of an Arbitration Board under this Article 7 and the provisions of Clause A shall apply and the Arbitrator's decision shall be binding and the last sentence of Clause D shall apply.
- F.** The Employer and the Union agree to bear equally the fees and expenses of the single Arbitrator appointed under Clause E above.
- G.** It is agreed that at least one (1) out of every three (3) arbitrations heard during the term of this collective agreement shall be heard by a single arbitrator.
- H.** The Union and the Employer agree that, where either an Arbitration Board Chairman is being chosen (per Article 7(C)) or a single Arbitrator (per Article 7(E/G)), the choices shall be made from among the following persons:

Peter Darby
 Susan Ashley
 Bruce Archibald
 William Kydd
 Bruce Outhouse

In the event the parties cannot mutually agree upon a name from the above list, then the person to act shall be drawn from a container with the names of those persons from the above list who have not served as an Arbitration Chairman/Single Arbitrator during the past 12 months prior to the giving of Notice of Arbitration.

ARTICLE 8 - SENIORITY

A. Types of Seniority:

There shall be established separately for each employee currently holding a posted job two different types of seniority; however if the employee does not hold a posted job only Company seniority applies (When "seniority" alone is referred to in this Agreement it shall mean both types of seniority.)

(1) "Department seniority": Each employee, currently holding a posted job, from last date of hire, shall have Department seniority in the one department in which they currently hold a posted job to be calculated using employment in that particular department in a posted job. For such purposes the following shall be considered departments:

- (a) Corrugator Dept. (incl. Roll Storage Driver, Corrugator Utility Man and Baler);
- (b) Printing Dept. (combining Flexo Folder Gluer, Flexo Die Cut, Rubber & Steel Die, High Board Line);
- (c) Shipping & Receiving Dept. (combining Shipping (including Shipper Lead Hand), Receiving, Unitizer and Checker Loader);
- (d) Maintenance Dept. (combining Maintenance, Maintenance Utility, Boiler, Janitor, Chief Stationary Engineer);
- (e) Finishing (combining Stitcher, Taper, Slitter, Curtain Coater, Cascader, Tier Stacker and Inspector, J & L, Hot Melt Gluer).
- (f) Conveyor System Dept. (Conveyor System Operators)

Department seniority shall be calculated for all time worked in the department applicable to the Employee's present regular posted job.

- (2) "Company seniority" shall be the length of continuous employment with the Employer and shall be calculated upon completion of an employee's probation period (sixty [60] days) retroactive to the last date of hire.
- (3) Overtime hours shall not be used in calculating company seniority.
- (4) General Factory Employee is an employee who does not hold a posted job. A General Factory Employee cannot bump anyone who holds a posted job unless such general factory employee is about to be laid off, in which case, such general factory employee would be subject to the terms of Article 9A(2).

B. Loss of Seniority:

- (1) An employee shall forfeit his/her seniority if:
 - (a) he/she voluntarily resigns; or
 - (b) he/she is discharged for just cause;
 - (c) he/she is absent for five (5) working days without notifying the Employer or without reasonable excuse.

- (2) (a) Inability to work (subject to the provisions of the Human Rights Act and the Workers' Compensation Act) for a period not exceeding twelve (12) months because of proven illness or a period of twelve (12) months because of proven injury shall not result in the loss of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate the employee in his/her former job. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (a) shall apply to employees with less than five (5) years of Company seniority.
- (b) Inability to work (subject to the provisions of the Human Rights Act and the Workers' Compensation Act) for a period not exceeding twenty-four (24) months because of proven illness or a period of twenty-four (24) months because of proven injury shall not result in the loss of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate the employee in his/her former job. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (b) shall apply to employees with five (5) years or more of Company seniority.
- (3) Any employee who is laid off shall be retained on the seniority list for a period of sixteen months (16) months. If he/she is requested to return to work during this period, he/she shall forfeit his/her seniority unless, within three (3) days after the date of request (in writing to the address on file with the Employer), he/she notifies the Employer of his/her intention to return to work and within one (1) week after the date of the request reports for work. However, if he/she is incapacitated from proven illness or injury at the time of such request or becomes so during the ensuing one (1) week, sub paragraph 2 of this Article shall apply.
- (4) Any employee who is promoted out of the Bargaining Unit shall continue to accumulate his/her company seniority rights for three (3) months and such company seniority rights shall be reinstated should such promoted employee during the three (3) months period be demoted, voluntarily return to the Bargaining Unit or be returned to the Bargaining Unit as a result of the abolishment of his/her new position. An employee so returning to the Bargaining Unit will be required to return to lowest paying job in plant. This is conditional on the employee retroactively paying their dues for such three (3) months forthwith upon returning to the bargaining unit.

C. Seniority List:

The Employer shall post not later than January 15th of each year a seniority list up to date to December 31st for the department seniority and company seniority of each employee. The department seniority list shall be revised every four (4) months should a change in the department seniority take place. The Employer shall not be under obligation to post the revisions to the seniority lists other than once per year but any employee upon request shall be entitled to see his/her department seniority and/or company seniority. The

Company will provide the Union (monthly) with an up-to-date seniority list in order of seniority.

D. Machine on one/two shifts:

When a machine is on one or two shifts, as opposed to three shifts, then the senior person in each job posting, in that department, will have the choice of going to that machine, provided they are capable of performing the job.

ARTICLE 9 - LAYOFFS, HIRINGS, PROMOTIONS AND TRANSFERS

A. Layoffs and Rehiring:

(1) The Employer shall give the Union and Employees to be laid off at least Twelve (12) working hours for 8-4 p.m. shift workers, Twelve (12) working hours for 8-4:30 p.m. day workers, Twelve (12) working hours for 4-12 midnight shift workers and Seven (7) working hours for midnight-8 a.m. shift workers (note that 12-8 shift workers do not work Friday night/Saturday morning) notice of layoff (based on working hours of Employee receiving notice). Failure by the Company to give such stipulated notice shall provide the Employee with the remedy of an opportunity to work an extra day.

(a) Employees with five (5) years or more seniority shall receive five (5) working days notice of layoff (based on working hours of Employee receiving notice). Layoff of such employees shall be carried out so that their last day of work before the layoff shall be a Friday. Failure by the Company to give such stipulated notice shall provide the Employee with the remedy of an opportunity to work his normally scheduled days for a period commencing with the day of notice to and inclusive of the second Friday following such notice.

(b) The Employer shall also provide the Union with a list of names of all persons to be laid off or rehired. The Union may present arguments or reasons in support of any change of Employees selected for layoff or rehire.

(c) Company to maintain medical/dental benefits for five (5) days following notice of layoff (seven (7) days following notice of layoff where employees have five (5) years of seniority or more).

(2) (a) When a senior employee is about to be laid off from the plant and a junior employee would otherwise remain in one of the Designated Jobs, the Company agrees that such senior employee shall be guaranteed a training period to determine if such senior employee can do such Designated Job.

(b) The Designated Jobs shall consist of jobs # 1-17, 21 and 22. The guaranteed training period shall be a maximum of two weeks for jobs # 1-17. The guaranteed training period shall be a maximum of three weeks for jobs # 21 and 22, however, such senior employee shall only be entitled to a guaranteed training period for job # 22 in the event that such senior employee has had previous experience in job # 22 totalling at least three

weeks within the last three years provided there have been no major changes in equipment and processes in such job since such time and provided that during such maximum three week training period such senior employee must be able to demonstrate to the Company that he/she can and will fill in for the double back operator.

- (c) If the job occupied by the junior employee is other than one of the Designated Jobs, then a senior employee must be able to perform the job of the junior employee satisfactorily right away without a training period, or be laid off. If the senior employee does not pass the training period for the Designated Jobs, then he shall be laid off immediately.
 - (d) If the senior employee does pass the training period for a Designated Job or is able to do the job satisfactorily right away without a training period for other than the Designated Jobs, then the senior employee may bump the junior employee.
- (3) Should an employee who has been laid off and is eligible for rehiring, not be rehired in keeping with the above, the Union or the grieved employee may have access to the grievance procedure.
 - (4) The Employer reserves the right to keep on those employees holding trade certificates and engine operating certificates, so long as they are performing the duties which their trade certificates permit.

B. Promotions - Job Posting:

- (1) Where a vacancy occurs in a foreman's position or in the Bargaining Unit (except in general factory jobs) the Employer shall post such vacancies on the plant bulletin board for a period of three (3) working days. The job posting notice shall generally describe the qualifications essential to the job.
- (2) Where the job vacancy is for a job as foreman, the Employer shall consider the following factors:
 - (a) Company seniority; and
 - (b) Training and performance;
 and where the factors described in sub paragraph (b) are relatively equal, the employee with the most Company seniority shall be awarded the job.
- (3) Where the job vacancy is for the lowest paid job in a department, the Employer shall consider the following factors:
 - (a) Seniority (department seniority first and then company seniority); and
 - (b) Training and Performance;
 and where the applicants are relatively equal to perform the work required, seniority (as above noted) shall govern.
- (4) Where the vacancy is other than in a foreman's job or in the lowest paid job in a department, the Employer shall consider the following factors:
 - (a) Department seniority; and
 - (b) Training and Performance;

and where the applicants are relatively equal to perform the work required, the employee with the most department seniority in the department in which the job vacancy has arisen, shall be awarded the job. If there are no job applicants with department seniority, company seniority shall replace department seniority for purposes of this clause. The Employer agrees not to consider probationary employees for job vacancies unless there are no applicants (among regular employees) for the job vacancy with a satisfactory level of training and performance.

- (c)
 - (i) If an employee who has applied for and received a posted job, fails to satisfy the training or trial period prescribed for such job, such employee may immediately after being advised of such failure, return to his/her former job without loss of seniority provided that in no case shall such right to return to his/her former job exceed a period of ninety (90) days following the award to him/her of the job. (Seniority retroactive after 90 days; job left may be temporarily filled.)
 - (ii) If during the above ninety (90) day period, the employer is training such employee on the new posted job and such training is interrupted by the employer to have such employee work temporarily on another job, such ninety (90) day period shall be extended by the length of such interruption.
- (d) If the employee is not satisfied with the new posting, he/she may, at his/her request, be returned to his/her former job subject to the following:
 - (i) The employee's request shall be made not later than ninety (90) days from the date of his/her starting at the new job;
 - (ii) He/she shall state brief reasons for his/her request to the Company, through the Union;
 - (iii) The Company shall have up to sixty (60) days to fill the new position vacated by such employee before such employee is returned to his/her former job.
- (5) Any employee receiving a posted job must stay on that job for a minimum of six (6) months before being considered for a new job posting, unless the new posting is at a higher rate of pay or with management consent.
- (6) Successful applicants' names and effective starting date (on the understanding that failure to meet the effective starting date will obligate the employer to pay the higher wage) will be posted on the plant bulletin board within two (2) working days after the period of job posting is expired. Unsuccessful applicants, if they were more senior than the successful applicant, shall upon request be given the reason why they were not selected. Successful applicants for job postings will:
 - (a) take over their new job within ten (10) working days from the date the job was awarded to the applicant; or
 - (b) shall following the expiry of such ten (10) working days receive the higher rate of his/her new posted job even though he/she stays on his/her old job until his/her old job can be temporarily or permanently filled.

(A list of all applicants for a posted job will be supplied by the Company to a member of the Union executive at approximately the same time as the selection is made and announced by the Company. In a grievance over such selection, the period of five (5) working days shall commence to run from when the Union executive member receives the list of applicants and notice from the Company of the employee who has been selected.)

- (7) Job posting will not apply due to a slack period not exceeding sixteen (16) months and employees are to return to their former position once the slack period has passed without going through the job posting procedure. Where however an employee has during such slack period successfully applied for another job posting and wishes to remain in that position, the vacancy so created will be posted.
- (8) (a) The Company agrees that a job posting will not apply due to a layoff and that employees will return to their posted job after the layoff as long as it is understood that where employees are moved into jobs that are held by employees who have been laid off, the 50¢ penalty clause will not apply where there is a layoff and no job posting.
- (b) (i) The employees who are most senior on the Company's seniority list, and who have been displaced out of their own job because of layoff or slack periods exceeding five (5) working days, and bump into another department, must bump the most junior employee of the job on which they are capable of taking over immediately without a training period.
- (ii) The employee who is bumped shall be entitled to bump to wherever their seniority allows, providing they are capable of taking over immediately without a training period.
- (iii) Employees will have the right to one bump per layoff or slack period, within a five (5) day period. If employees are laid off again, or bumped, then the above will apply again.
- (c) If the displaced employee referred to in the foregoing sub paragraph (iii) wishes to bump to a position on a different shift than the one he/she is presently working, then he/she must notify the employer by no later than noon Friday so that he/she can be properly scheduled for the upcoming week.
- (9) Temporary vacancies expected to last for five (5) days or longer shall be offered to the employee with the greatest Department seniority in the next lower job classification and such temporary vacancies must be filled. Temporary vacancies expected to last for less than five (5) days, if they are being filled, shall first be offered to the employee with the greatest Department seniority on the same shift with the next lower job classification.
- (10) An employee receiving a posted job in a new department accumulates department seniority from the date he commences his/her posted job in the new department

retroactive to the date he/she was awarded the new job and on the same date he/she shall forfeit his/her department seniority in his/her old department.

- (11) The employer agrees that an employee:
- (a) going on vacation; or
 - (b) going on layoff; or
 - (c) going off work for injury or illness
- may authorize their foreman (in writing by using a form in the foreman's office) to submit such employee's name for particular expected job vacancies. The permanent filling of such job vacancies by the Company shall not be delayed because of the unavailability of such employee for immediate work in the posted job.

C. Transfers:

- (1) An employee with department seniority in a posted job will not be transferred to another job at the request of management if there is available someone in that department with less department seniority (not working on a posted job) capable of doing the work in the job to which the temporary transfer is to be made. The same shall apply if there is available in the department an employee with less department seniority working on a posted job if such employee is capable of doing and is reasonably available for the job to be filled by the transfer.
- (2) An employee who is temporarily transferred from his/her regular job to another job with a higher rate shall be paid the higher rate for all the time worked provided the time worked is one (1) hour or more on such other job, but an employee who is temporarily transferred from his/her regular job to another job with a lower rate shall continue to receive his/her regular rate for all the time worked on such other job if this is done for management convenience.
- (3)
- (a) Where the Employer temporarily transfers an employee from a posted job in one department to a posted job in another department, such employee shall be entitled to the higher of his/her regular rate or the regular rate for the job and if such transfer shall involve work in excess of one week the employer shall pay to such employee in addition to the foregoing, a 50¢ penalty for every hour worked. Payment of this 50¢ penalty shall be retroactive to the first hour worked pursuant to such transfer.
 - (b) Employees temporarily transferred to another department for management's convenience shall accumulate seniority in their regular department.
 - (c) Where paragraph B(6)(b) above is applicable, after such ten (10) working days, an employee shall be considered as temporarily transferred effective on the tenth (10th) working day and thereafter reference may be made to Article C(3)(a) above to determine whether and when the penalty applies.
 - (d) Where an employee who has a posted job is temporarily transferred for management's convenience to another job (within or outside his/her department), such employee will have preference for overtime on such posted job (provided such employee is in the plant when overtime is called

and indicates his/her preference) over the employee who has been doing the job immediately prior to the overtime.

- (4) Where an employee is temporarily transferred with the consent of the Employer but at the request of the employee, the employee shall be paid at the rate of pay applicable to the job to which he/she has been temporarily transferred.

D. Slack Periods:

- (1) The phrase "slack period" shall apply to type of temporary situation where the Employer does not require work to be done by an employee (in his particular job) with department seniority but which situation does not involve a layoff.
- (2) Where as a result of a slack period or automation, the work force in a department has to be reduced, the employees having the least department seniority in that department shall be the first to be moved out of the department.

ARTICLE 10 - PAID HOLIDAYS

- A.** The following recognized holidays shall be considered paid holidays during the term of this Agreement:

New Year's Eve Day
 New Year's Day
 Good Friday
 Queen's Birthday
 Dominion Day
 Dartmouth Natal Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Eve Day
 Christmas Day
 Boxing Day and
 A Statutory Holiday in February, if so proclaimed

Should any of the holidays outlined in Article 10A fall within an employee's vacation period, the employee shall have the choice:

- (a) subject to operational requirements, to take the previous Friday or following Monday off with their vacation period (except holidays between December 23rd – January 2nd);
- (b) to bank the holiday to take off at a later date (within that calendar year), to be mutually agreed with the Company subject to operational requirements;
 or
- (c) to receive the pay for the holiday.
- B.** (1) (a) All employees who are not required to work a paid holiday and are not absent from work on such employee's work day immediately prior to or

such employee's work day immediately following the holiday unless with permission of the employer or because of temporary illness or accident (period not exceeding two weeks and confirmed by a medical doctor's certificate) shall be paid, if hourly paid employees, an amount calculated by multiplying their hourly rate by eight (8).

(b) The Company agrees to pay employees statutory holiday pay at the rate of the job (plus shift differential, if any) which the employee would be clearly scheduled to work during the week in which the holiday falls.

(2) Subject to sub paragraph (1) above, any employee who works ten (10) or more days in the previous thirty (30) calendar days will be entitled to holiday pay. (If sub paragraph (1) above does not apply to an employee because he/she has been laid off prior to the paid holiday, he/she shall instead be required to have worked his/her last scheduled work day before his/her layoff commenced. Illness, accident or permission days off as provided for in (1) above shall count as a worked last day.) Vacation time, paid holidays and job apprentice program time approved by the Company, will be considered as days worked. The Company will pay the difference between weekly indemnity and holiday pay for those employees on weekly indemnity.

C. When an employee works on a paid holiday, the Employer shall pay the employee at the rate of double time for the work performed on such holiday in addition to the holiday pay. If the employee works more than seven (7) hours on a paid holiday, such employee shall be paid at the rate of double his/her normal rate of pay for all hours worked beyond seven (7) on such paid holiday.

ARTICLE 11 - PAID VACATIONS

A. (1) Each employee shall be entitled to paid vacation as follows:

1 yrs. seniority	=	2 wks.
5 yrs. seniority	=	3 wks.
10 yrs. seniority	=	4 wks.
19 yrs. seniority	=	5 wks.
35 yrs. seniority	=	6 wks.

(2) Employees entitled to paid vacations under Article 11A (1) will be entitled to vacation pay which is equal to the greater of, for each week of vacation:

- (a) 40 times such employee's regular hourly day shift rate at the time of taking such vacation; or
- (b) two percent (2%) of such employee's earnings from the immediate previous year.

B. Should any employee's service terminate he/she shall receive at the termination of his/her service with the Employer, vacation pay for total earnings in respect of which vacation pay has not previously been paid and such vacation pay on termination shall be calculated

at the rate of 4%, 6%, 8%, 10% or 12% depending on the employee's entitlement under Article 11A above.

- C.** (1) If any employee's vacation period has been set and he/she becomes ill or has an accident preventing him/her from taking his vacation in such period, then the vacation period shall be delayed until after the said employee returns to work. Such vacation time shall then be taken at the Employer's discretion, but cannot be accumulated to another year. Sickness or accident contracted while on vacation will accrue no further benefits to employees. (Subject to sub paragraph (2) which follows.)
- (2) If an employee becomes ill or injured during a vacation period and has a full week (Monday to Sunday) of vacation remaining in that same period, he may:
- (a) prior to 8 a.m. Monday telephone Management and so notify them; and
 - (b) the dates rescheduled for his/her remaining vacation shall be mutually agreed to by the employee and the Company; and
 - (c) if required by the Company, he/she shall provide a satisfactory medical certificate to the Company; and
 - (d) should such employee, prior to taking such rescheduled vacation time, be denied insurance coverage for such illness or accident, he/she may choose not to take such rescheduled vacation time as long as he notifies the Company reasonably in advance.
- D.** The choice of vacation periods shall be according to seniority ratings, where practicable, providing it does not interfere with the operation of the business.
- E.** Employees shall in special cases in certain limited circumstances and subject to the prior approval of the employer, be permitted to accumulate vacation period from year to year.
- F.** (1) Employees qualifying for three or more weeks of vacation shall not be permitted to take more than two weeks consecutively unless with the permission of the Employer, in extenuating circumstances, permission will be granted, except that employees entitled to three (3) or more weeks of vacation may take three (3) such weeks consecutively between October 15 and April 15 in any one year.
- (2) Employees qualifying for three (3) weeks or more vacation may use one (1) week of their vacation as single days subject to the Employer's approval in its sole discretion on such terms and in such circumstances as the Employer considers appropriate.
- G.** (1) Following an employee's first twelve (12) months of work, such an employee shall be entitled to a vacation of two (2) weeks. (A week shall run from Monday to Sunday.) (Such vacation must be taken between the one (1) year anniversary date of their most recent hiring and December 31 of that year.) The vacation pay for such vacation shall be four (4) percent of that employee's earnings in the previous calendar year.
- (2) After such employee has worked for one (1) full calendar year (January 1 - December 31), he shall be entitled to his second vacation. His vacation pay for such vacation shall be based on the greater of four (4) percent of that employee's

earnings in the previous calendar year or forty (40) times his regular hourly rate at the time he takes the vacation.

- (3) An employee shall become eligible for his/her additional weeks vacation (three weeks, four weeks, five weeks, six weeks) in keeping with Article 11A on the appropriate anniversary date of his/her most recent hiring by the Company.
 Example: An employee hired on April 15, 2001, shall
1. first become entitled to vacation after he has worked to April 14, 2002. (He must take such two (2) weeks vacation prior to December 31, 2002.)
 2. His next vacation shall be in the calendar year 2003, based on the greater of
 - a) four (4) percent of his earnings in the calendar year 2002; or
 - b) forty (40) times his regular hourly rate at the time he takes his vacation in 2003.
- (4) In determining seniority for paid vacation of three weeks or longer, seniority shall be measured from the employee's last date of hire.

H. Employees who have returned to work and who have been on authorized leave of absence for up to twelve (12) consecutive months in the previous year, because of sickness or accident, shall be entitled to paid vacation in the following year, on the same basis as if they had worked during such leave of absence (i.e. employees who are off work due to sickness or accident will be entitled to full vacation credits if they work any time during the vacation year (the greater of two percent (2%) per week of vacation or forty (40) times their regular hourly rate at the time they take the vacation)).

I. Employees who have worked less than 1200 hours due to layoff will be credited vacation with pay in the following year as follows:

- (1) For employees with one (1) or more years of seniority:
 1 day of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on four percent (4%) of the previous year's earnings, whichever is greater;
- (2) For employees with five (5) or more years of seniority:
 1 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on six percent (6%) of the previous year's earnings, whichever is greater;
- (3) For employee, with ten (10) or more years of seniority:
 2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on eight percent (8%) of the previous year's earnings, whichever is greater;
- (4) For employees with nineteen (19) or more years of seniority:
 2 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on ten percent (10%) of the previous year's earnings, whichever is greater;

- (5) For employees with thirty five (35) or more years of seniority:
3 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on twelve percent (12%) of the previous year's earnings, whichever is greater.

ARTICLE 12 - ABSENCES

- A.** Union delegates and officers may be absent without pay to attend Union business so long as the Employer is given two (2) week's notice of such absence so that any necessary arrangements can be made. Should unforeseen Union business arise, the employer will not unreasonably withhold permission for a requested leave of absence.

B. Bereavement Leave

- (1) When an employee has thirty (30) working day's service with the Employer and one of the following relatives dies, such employee shall receive the following working days off with pay:
- (a) Five (5) consecutive working day's bereavement leave:
death of child, grandchild, wife, husband, common-law spouse, mother or father; or
 - (b) Three (3) consecutive working day's bereavement leave:
death of brother, sister, step-father, step-mother, father-in-law, mother-in-law, common-law father-in-law, common-law mother-in-law, grandfather, or grandmother; or
 - (c) One (1) working day bereavement leave:
(to be taken on any working day between the date of death and the date of the funeral, inclusive); death of brother-in-law or sister-in-law.
- (2) The bereavement leaves provided in sub paragraph (1) above shall commence with the working day that is closest to the date of death. In all cases, the employee shall forthwith notify the employer of such death. When the time of death is on an employee's working day and an employee is entitled to a five (5) working day or three (3) working day bereavement leave, such employee shall have an option. As long as he/she gives prior notice to his/her supervisor, he/she may commence his/her bereavement leave on his/her first normal working day following the date of death or he/she may start his/her bereavement leave on the date of death.
- (3) In special cases of bereavement, such as required extended travel time, the employee may request unpaid leave of absence in addition to bereavement leave. Such a request shall not be unreasonably denied by the Company.
- (4) The Company shall permit one (1) representative of the Union consisting of either an Executive Member of the Local or a Shop Steward, to attend the funeral of an employee or a former employee who retired as a Union member, without loss of pay, as long as such Union representative is away from work for a maximum of four (4) hours.

- (5) If an employee is on vacation when the death of his/her relative provided for in paragraph B(1) above occurs, such employee may request the granting of bereavement leave benefits and shall have his/her vacation rescheduled, at a time mutually agreeable to such employee and the Company. The bereavement leave of such employee shall be the amount of time he/she would have received for bereavement leave had he/she been working his/her normal, regular work schedule rather than being on vacation.
- C. An Employee who loses time from his/her regular scheduled work as a result of jury service or as a Crown witness shall have the difference between the pay received for such jury service and his/her straight time earnings he/she would have received if it were not for the jury duty, made up by the Employer, subject to the following conditions:
- (1) Advance notice to his foreman of forty eight (48) hours;
 - (2) Proof of jury service satisfactory to the Employer;
 - (3) Attendance at his work immediately after release, daily or otherwise, from jury service. Provided that an employee who serves 5 hours or more of jury duty on a given day shall not be required to report for work until his/her next scheduled shift on the following day.

ARTICLE 13 - MATERNITY LEAVE AND PARENTAL LEAVE

- A. (1) Pregnancy Leave
- (a) Leave of absence for pregnancy will be granted up to a maximum of seventeen (17) weeks to employees with a minimum of six (6) month's service with the Company
 - (b) Pregnancy Leave must commence:
 - (i) not sooner than sixteen (16) weeks preceding the expected date of delivery; and
 - (ii) not later than the date of delivery
 - (c) Pregnancy Leave must end:
 - (i) not sooner than one (1) week after the date of delivery; and
 - (ii) not later than seventeen (17) weeks after the pregnancy leave began under this Article.
 - (d) The employee, subject to these provisions and to the Labour Standard Code provisions, shall determine the dates of her pregnancy leave and shall so notify the Company. A doctor's certificate will be required before such leave is granted.
- (2) Parental Leave
- (a) An employee who has been employed by the Company for a minimum of six (6) months and who becomes a parent of one or more children through:
 - (i) the birth of the child or children; or
 - (ii) the placement of the child or children in the care of the employee for the purposes of adoption of the child or children pursuant to the laws of Nova Scotia is entitled to an unpaid leave of absence upon giving the Company notice of the date that the employee will begin

- the leave and the date that the employee will return to work as required by the Nova Scotia Labour Standards Code.
- (b) (i) Parental Leave begins immediately upon completion of the pregnancy leave (or when adopted children first arrive in the employee's home) and ends no later than fifty-two (52) weeks after the parental leave begins, subject to other provisions of the Labour Standards Code. Maximum combined pregnancy leave and parental leave shall total fifty-two (52) weeks.
 - (ii) If the employee is taking both pregnancy and parental leaves, she must take them one right after the other and not to go back to work between two leaves. In this case, she can take up to fifty-two (52) week's leave.
 - (iii) If an employee is taking parental leave but not pregnancy leave, he can take up to fifty-two (52) week's leave in the time after the child is born or arrives in the home. The employee loses his right if he does not take the leave within twelve (12) months after the child arrives.
 - (c) The employee parent shall notify the Company by four (4) week's written notice, prior to the commencement of Pregnancy Leave and Parental Leave and the date the employee will return to work upon completion of either of such leaves.
- (3) (a) Authorized Leave of Absence for Pregnancy or Parental Leave in excess of a total of thirty-four (34) weeks combined, will not be considered as time employed when computing vacation entitlement.
 - (b) Employees absent from work for longer than fifty-two (52) weeks will lose seniority rights and will be considered as new applicants for employment unless there are special circumstances so certified by the doctor but in no case to exceed twelve (12) months.

B. Compassionate Care Leave

- (1) In this Article:
 - (a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;
 - (b) "family member", in relation to an employee, means
 - (i) a spouse or common-law partner of the employee,
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner, and
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (c) "week" means the period between 7 a.m. on Sunday and 7 a.m. on the following Sunday.
- (2) An employee who has seniority of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to a

family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from

- (a) the day the certificate was issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in 13B(2) may only be taken during the period
- (a) that begins with:
 - (i) the first day of the week in which the certificate is issued, or
 - (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (b) that ends with the last day of the week in which either of the following occurs:
 - (i) the family member dies, or
 - (ii) the expiration of twenty-six (26) weeks following the first day of the week referred to in clause 13B(3)(a).
- (4) A leave of absence under this Article may only be taken in periods of not less than one week's duration.

ARTICLE 14 - WAGES

- A.** It is agreed by both parties hereto, that the hourly rates and other conditions outlined in Appendix "A" shall be recognized and paid during the term of this Agreement.
- B.** Employees shall be paid each Thursday; pay stubs will be available for distribution on the preceding Wednesday.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

I. REGULAR DAY WORK:

- A.** Regular Hours:
8 hours between 8:00 a.m. and 4:30 p.m.
The lunch break will be granted to start no earlier than 11:00 a.m. and to start no later than 1:00 p.m. for day shift workers. Same principle applies to 4-12 and 12-8 shifts.
- B.** Overtime hours and Rates: (applies Monday to Friday where hours worked exceed 8 hours.)
 - (1) Monday to Friday (both inclusive):
 - (a) Time and one half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or

(b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):

- (i) double time for all hours in excess of twelve (12) in any 24 hour period; or
- (ii) double time for all hours worked between 9:00 p.m. - 5:00 a.m.

(2) Saturday:

Double contract rate per hour 12:01 a.m. to 7:00 a.m.

(3) Sunday:

Double contract rate per hour 12:01 a.m. to 7:00 a.m.

(4) Paid Holidays:

Double the contract rate for all hours worked on paid holidays.

C. Special Provisions for Regular Day Work:

(1) Press, finishing and general factory department;

(a) Overtime commences at 4:30 p.m.

(b) Double time commences at 8:30 p.m.

(2) Employees posted and working in departments and coming off the 12:00 midnight to 8:00 a.m. or the 4:00 p.m. to 12:00 midnight shift and changing to an 8:00 a.m. to 4:30 p.m. day will be entitled to go home at 4:00 p.m. for at least the first week.

II. REGULAR EVENING SHIFT:

A. Regular Hours:

8 hours between 4:00 p.m. and 12:00 midnight [contract rate plus shift differential per hour]

B. Overtime Hours and Rates: (applies Monday to Friday where hours worked exceed 8 hrs.)

(1) Monday to Friday (both inclusive):

(a) Time and one half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or

(b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):

(i) double time for all hours in excess of twelve (12) in any 24 hour period; or

(ii) double time for hours worked between 4:00 a.m. - 12:00 noon.

(2) Saturday:

Double the contract rate per hour for each hour worked in excess of 7 hours on such Saturday.

- (3) Sunday:
Double the contract rate per hour for each hour worked in excess of 7 hours on such Sunday.

III. DAY SHIFT:

- A.** Regular Hours:
8 hours between 8:00 a.m. to 4:00 p.m. (no shift differential)
- B.** Overtime Hours and Rates: (applies where hours worked exceed 8 hrs.)
- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):
- (i) double time for all hours in excess of twelve (12) in any 24 hour period; or
- (iii) double time for hours worked between 8:00 p.m. - 4:00 a.m.
- C.** Special Provisions for Day Shift:

Any employee doing shift work on the day shift as part of a basic crew of a machine will be entitled to leave work at 4:00 p.m. (This does not apply to persons temporarily on as extra helpers nor does it apply to employees on regular day work.)

IV. NIGHT SHIFT:

- A.** Regular Hours:
8 hours between 12:00 p.m. and 8:00 a.m. [Contract rate plus shift differential per hour.] The Employer shall add shift differential to overtime (without compounding) where an employee works a double shift and the second shift is the evening or night shift.
- B.** Overtime Hours and Rates: (applies where hours worked exceed 8 hrs.)
- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any twenty-four (24) hour period, then such employee will get the better of (without compounding):
- (i) double time for all hours in excess of twelve (12) in any twenty-four (24) hour period; or
- (ii) double time for hours worked between 12:00 noon - 8:00 p.m.

ARTICLE 16 - GENERAL RULES FOR OVERTIME

- A. Notice:**
Unless at least four (4) working hour's notice is given, such overtime shall become voluntary and not compulsory.
- B. Mandatory Overtime:**
Overtime after an employee has worked one night of at least four (4) hours overtime in one (1) week on his/her own posted job shall be voluntary thereafter for that week; (ordinarily the compulsory overtime referred to is four (4) hours). An employee can be forced to work mandatory overtime only once per week. If an employee has not worked at least four (4) hours overtime during a week on his/her own posted job he/she may be liable to compulsory overtime on Saturday provided he/she is given the required four (4) working hour's notice. There will be no mandatory overtime between 12:00 noon on Saturday and 12:01 a.m. on Monday.
- C. Overtime Opportunities and Requirements:**
- (1) When a machine is being worked more than one shift and where the employee scheduled to replace his fellow employee has not reported to the machine for work on time, such fellow employee agrees to continue to work on the machine up to a maximum of fifteen (15) minutes after the end of his/her shift to enable the Employer to deal with the situation.
 - (2)
 - (a) Where overtime is available on a posted job in a department, the overtime will be allotted to the employee performing the work on such posted job during the shift immediately preceding the overtime, as long as such employee is present when such overtime is scheduled or has notified the Employer that he/she is available for such overtime. This provision shall also include employees who have been temporarily transferred for management convenience pursuant to Article 9C(3)(d). This means that such employees may exercise such rights to such overtime under both Article 16C(2)(a) and Article 9C(3)(d).
 - (b) If the employee referred to in (a) above does not wish to exercise his/her prior claim to the overtime, the opportunity for such overtime will be made available to the other employees in the department based on their department seniority and shall be allotted to the employee with the most department seniority provided he/she is capable of doing the work required. If no such employees within the department claim the overtime, such overtime shall be awarded on the basis of Company seniority provided the most senior employee is capable of doing the work required.
 - (c) If no employee has claimed the overtime pursuant to the provisions of Paragraph (2)(a) or (b) above, the Employer shall be entitled to require the employee referred to in Paragraph (a) above to carry out such overtime unless such employee has already completed his mandatory four (4) hours of overtime during such week. In the latter case the Employer shall be entitled to require the junior person in the department who is capable of doing the work, to carry out such overtime and if all such employees have completed their mandatory overtime for the week, the Employer shall be

entitled to require such overtime of employees who have not completed such mandatory overtime, based on a reverse order of company seniority.

- (d) The above provisions shall apply to overtime between Monday and Friday inclusive.

- D.** (1) Employees shall have the option of banking overtime upon the following conditions:
- (a) The amount of banked time may include up to the full overtime (i.e. 1 ½ hours pay or 1 ½ hours banked);
 - (b) Such banked time shall be limited to a maximum of eighty (80) hours to be banked at any time;
 - (c) Banked time shall be taken off at a time mutually convenient to the employee and the Company;
 - (d) Such use of banked time (or receipt of banked pay) shall not extend beyond the Collective Agreement year in which the overtime was performed;
 - (e) Such banked time (or banked pay) shall not be taken at a rate higher than the rate of pay of such employee when he performed such overtime work; and
 - (f) Banked overtime shall be taken in a minimum of eight (8) hour increments.
- (2) Employees volunteering or accepting an offer for overtime shall be paid at overtime rates on the basis of the job rate. Employees required by the Employer to work overtime shall be paid overtime rates based on the higher of their own regular rate or the job rate.
- (3) There shall be no compounding of overtime rates.
- (4) Stationary Engineers will be paid double time for Christmas Eve Day, Christmas Day, Boxing Day, New Year's Eve Day, Remembrance Day, and New Year's Day.

When the Stationary Engineer:

- (a) has worked the shift previous to the overtime; and
 - (b) is required to work overtime only in order to produce steam for the operation or cleaning of the corrugator or cascader; and
 - (c) is not required to produce heat; and
 - (d) the corrugator employees or the cascader employees are receiving double time, then such Stationary Engineer shall receive such overtime at a rate of double time.
- (5) Saturday, Sunday and Paid Holiday Overtime:
- (a) Where overtime work becomes available on a posted job for a Saturday, Sunday or a paid holiday, the Employer shall first offer such overtime job to the employee with the most department seniority who is capable of performing the tasks for which the overtime is available. If there are no employees with department seniority who wish to work the overtime, then the Employer shall be entitled to require the employee with the least

department seniority (who has not worked his/her compulsory overtime for the week) capable of doing the job, to work such overtime.

- (b) The Company agrees to apply the following system for obtaining volunteers for Saturday, Sunday and holiday work: The length of overtime required of such volunteers to be determined by the employer in the sense that if the scheduled overtime is for seven (7) hours and if a qualified employee volunteers for seven (7) hours of overtime, then the Company shall choose such employee who has volunteered for such full seven (7) hours of overtime in preference to an employee who has only volunteered for fewer hours of overtime.
- (c) If, of course, employees are required to work their mandatory overtime, then the four (4) hour weekly mandatory overtime takes effect.
- (d) Once the overtime assignments have been made on Friday in keeping with the Collective Agreement, no employee shall bump into other overtime opportunities for work on that weekend.
- (e) Notwithstanding Article 16D(5)(d):
 - (i) Senior employees may approach their foremen prior to 8 p.m. on Friday night and shall be granted the opportunity to work weekend overtime on a certain machine other than their normal machine; where
 - (ii) that certain machine is likely to have additional overtime hours that weekend; and where
 - (iii) a satisfactory replacement can be made for such senior employee on his normal machine (the replacement to come from employees already assigned for that weekend's overtime);
 - (iv) provided the senior employee and the replacements are capable of doing the overtime work required.
 - (v) Should the Company decide to run different machines from what was posted on Friday at approximately 12:00 p.m., and it subsequently decides it requires additional employees, the Company will obtain such additional employees for Saturday, Sunday and paid holiday shifts by calling qualified employees, not previously assigned from the voluntary sign up sheet, using:
 - 1) department seniority first, then
 - 2) plant seniority.

ARTICLE 17 - BULLETIN BOARDS

- A.** The Union may post notices of Union meetings and other activities on a bulletin board provided for the purpose and conspicuously placed. Such notices shall have the prior approval of the Employer.
- B.** A bulletin board will be placed in the recreation room and employees will be entitled to post notices re lost articles and notices of employee activities thereon.

ARTICLE 18 - MEDICAL EXAMINATION

Every applicant for employment shall at his/her own expense furnish the Employer with a medical certificate. Every employee shall, at the Employer's request and expense, submit to further medical examinations by medical examiners selected by the Employer, but the Union may, if it thinks an injustice may have been done, request any employee to submit, at the Union's expense, to medical examinations by medical examiners selected by the Union.

ARTICLE 19 - GENERAL

- A.**
- (1) The Employer shall classify all employees and furnish a copy of the classification to the Union. Before making any amendments to the classification, the Employer shall discuss such amendments with the Union.
 - (2) The classification used in Appendix "A" has been drafted to comply with amendment to the Human Rights Act of 1969, Chapter 65, 1972 so as not to deny to or discriminate against, an individual or class of individuals because of the sex of the individual or class of individuals, in providing employment, conditions of employment or continuing employment.
 - (3) At the same time as giving consideration to the foregoing it is considered desirous on the part of the Employer and the Union to not require individuals to perform according to standard on a continuous eight (8) hour basis tasks which because of weight or size of product is beyond the capability of the individual or individuals to perform. In such cases selection of qualified employees will be the responsibility of the Employer, who in the event of not continuing to employ for such tasks will be required to state the reasons in writing to the individual or individuals and to the Union.
 - (4) It is recognized that there must be kept at the Plant a group of people in general labour who can be called upon to perform various jobs for certain periods of time. In order to provide flexibility along with economy of operation, preference will be given to individuals able to perform all assignable tasks, lift both light and heavy loads and handle large and small cartons. To meet emergency situations where an individual can perform at a fraction (say 1/2) speed by handling portions of bundles, the Employer may ask such individuals to perform at the reduced rates of speed. For example:
 - (a) Where an order is urgently required and a person qualified and able to perform the task is unavailable.
 - (b) Where an individual is reassigned for a short period of time in order to complete his or her eight (8) hour day.
- B.** An employee called out for emergency work and not so notified during his previous working period shall be paid a minimum of four (4) hours at his regular straight time rate, or pay for the actual hours worked at the applicable overtime rate, whichever is greater. Under no circumstances is travelling time paid. Emergency work is unscheduled work performed by an employee during times other than his regular work periods and not continuous with such periods. Any such call-ins shall be made available to the employee on the basis of Department Seniority, provided such employee is capable of performing the work.

- C.** The following rules are applicable to late punching in or early punching out of the time clock:
- (1) Any employee who punches in late or out too early shall on each occasion be penalized fifteen minutes, save that an employee may punch in once a week up to five minutes late without incurring any penalty;
 - (2) Where an employee is late, he/she shall proceed immediately to report to work and shall not be entitled to wait until the fifteen minute penalty has expired before reporting to work;
 - (3) Repeated early or late punching shall cause an employee to be subject to discipline, however late punching in or early punching out of times up to two minutes will not be used for disciplinary purposes.
 - (4) The purpose of the one time per week late allowance is to take care of the unfortunate case of an accidental lateness and is not to mean that an employee will deliberately be late once a week for five minutes.
- D.** In case of breakdown or other unforeseen cause resulting in shutdown or cessation of operations for a full shift or longer, Management shall make an honest effort to notify the workers concerned at least four (4) hours previous to reporting time. If time does not permit this, employees reporting for work shall receive four (4) hours at regular time and may be employed for this period. Hours paid shall be at the rate of the job the employee would be working that day or shift.
- E.** Except for shift changes taking place between the end of one week and the beginning of the next week for an employee (when at least 24 hour's notice shall apply), employees shall be given at least sixteen (16) working hour's notice of any shift change. Failing the above notice, time and one half will apply for the first day of the shift change.
- F.** Where an employee is assigned to a job for the purpose of receiving formal training for a consecutive period in excess of one (1) hour, that employee shall be paid at the rate for the job being trained for.
- G.** Any employee asked by the Company to be a lead hand (apart from present classified lead hand positions) will receive 50¢ per hour over regular rates while performing as an acting lead hand and while continuing to carry out, in addition, his regular job duties.
- H.** The Employer shall provide a paid one (1) day personal leave for each employee during each Collective Agreement year, the timing of such shall be subject to operational requirements and pre-approval unless for verified personal or family illness. Where such one day personal leave is not used, it may be accumulated and carried forward for use in a subsequent collective agreement year.
- I.** Where Nova Scotia legislation provides a member of the bargaining unit with a specified term or condition governing employment which is greater than that provided for in the Collective Agreement, then such specific legislated term or condition shall apply.
- J.** Copies of Company policies applicable to employees shall be, as a matter of convenience, forwarded by the Company to the Union.

ARTICLE 20 - MECHANIZATION

- A.** Whenever a change is made which creates a new job classification or significantly increases the duties and responsibilities of existing classifications, the Union shall be entitled to approach the Employer and the Employer agrees that prior to setting any new

rates, the Employer shall seek the views of the Union and then shall advise the Union of the Employer decision and the reasons therefore, prior to finally establishing the new rate.

- B. The employer will advise the union as soon as reasonably possible of any technological change or automation which will result in an employee permanently losing his posted job (e.g. a department being shut down.)
- C. When an employee's status has been so changed as a result of a plan referred to in paragraph (b), such employee or employees so affected will have the right to bump;
 - (1) first within his/her department based upon plant seniority; and
 - (2) second into the plant based upon plant seniority; and
 - (3) such right to bump shall be subject to such employee being capable of doing the claimed job without a training period.

ARTICLE 21 - BREAK PERIODS

- A. Two (2) break periods of ten (10) minutes duration shall be granted, and taken as close to the middle of each half shift as possible. The time of the rest periods will be arranged by the superintendent.
- B. Employees who are expected by the Employer to be working two (2) hours or more overtime after the end of their regular shift, shall be granted one (1) ten minute break period at the commencement of such overtime period.

ARTICLE 22 - PENSION AND GROUP INSURANCE

The Employer agrees that its Pension and Welfare Plans as well as its long term disability plan will remain in effect during the life of this Collective Agreement and will not be altered, amended, or discontinued during the term of this Collective Agreement unless by mutual agreement between the Employer and the Union.

ARTICLE 23 - DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from the 1st day of May, 2011 until the 30th day of April, 2017 both inclusive and shall remain in full force and effect from year to year thereafter unless one of the parties hereto notifies the other in writing within a period of no less than ninety (90) days prior to the automatic renewal date of its intention to revise or amend this Agreement or conclude a new Collective Agreement.
- B. The parties hereby agree that they will commence negotiations no later than ninety (90) days prior to the expiry of this Collective Agreement and shall make every reasonable effort to conclude and sign a Collective Agreement by May 1, 2017.

ARTICLE 24 - MEAL ALLOWANCE

- A. When an employee works overtime other than a Saturday, Sunday, or paid holiday, he or she shall receive a meal allowance of \$10.00 provided he or she works two hours or more of such overtime. (The meal allowance shall be paid before the overtime commences.)

- B.** When an employee works two hours or more beyond the overtime for which an employee has been scheduled on a Saturday, Sunday or paid holiday, he or she shall receive a meal allowance of \$10.00. The meal allowance shall be paid on the first regular working day for such employee after such overtime.

ARTICLE 25 - REHABILITATION PROGRAM

Where the Employer determines, after being advised by the employee, the Union or pursuant to the Employer's own inquiry, that an employee has been involved in absenteeism as a result of alcoholism, abuse of drugs or other human problems, the Company and the Union agree to encourage such an employee, to immediately commence a rehabilitation program at an appropriate treatment centre, hospital or clinic. As long as such an employee clearly indicates to the satisfaction of the employer that he/she is making a conscientious effort to solve the problem, the employer and the Union, through facilities and personnel practically available, will seek to assist such employee. If, however, the employee refuses to co operate in efforts at rehabilitation, the Company will not tolerate continued substandard attendance. This provision shall not, in any way, detract from the right of the Company to discipline, subject to the right of an employee to grieve, nor shall this provision in any way restrict the right of the Company to take action in relation to excessive absenteeism or substandard work performance.

ARTICLE 26 - SAFETY COMMITTEE

- A.** The Union shall elect or appoint three (3) members to act as the Union nominees to a Safety Committee. The Employer shall appoint three (3) nominees to serve on the Safety Committee. The Safety Committee shall meet once per month to review and bring to the attention of the Employer any unsafe conditions or work practices, (such meetings shall be held unless the Union and/or employer nominees give notice in writing that such monthly meeting is not essential). The Employer shall give full consideration to recommendations of the Safety Committee and shall advise the Safety Committee of its position in relation to recommendations of the Safety Committee.
- B.** The Safety Committee will present its recommendations from each meeting in writing to the Plant Manager within forty eight (48) hours of such Safety Committee meeting. The Plant Manager shall arrange for a written reply responding to the Safety Committee recommendations for the next regular meeting of the Committee.

ARTICLE 27 - COST OF LIVING ADJUSTMENT

- A.** There shall be a Cost of Living formula applied for the term of the Collective Agreement as follows:
- (1) Effective until April 30, 2012:
 - (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
 - (b) The base for the formula shall be the C.P.I. for April, 2011.

- (c) There shall be a corridor of two percent (2%) before the formula becomes activated.
 - (d) The formula shall be applied as follows:
If during that part of the term of this Collective Agreement to April 30, 2012, the C.P.I. shall increase more than two percent (2%) over the C.P.I. for April, 2011, then for each full one percent (1%) which the C.P.I. increases during such part of the term of this Collective Agreement over the two percent (2%), the rates of pay shall increase one percent (1%) effective on the first day of the month of publication of the C.P.I. which results in such full one percent (1%) over the two percent (2%) except that any increase in the C.P.I. for the month of April, 2012, over the two percent (2%) including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases (i.e., every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect as at May 1, 2011). Increases through the COLA clauses are to be folded into rates of pay.
- (2) Effective May 1, 2012 - April 30, 2013:
- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
 - (b) The base for the formula shall be the C.P.I. for April, 2012.
 - (c) There shall be a corridor of three percent (3%) before the formula becomes activated.
 - (d) The formula shall be applied as follows:
If during that part of the term of this Collective Agreement between May 1, 2012 - April 30, 2013, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2012, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2013 over the three percent (3%), including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e., every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2012). Increases through the COLA clause are to be folded into rates of pay.
- (3) Effective May 1, 2013 - April 30, 2014:
- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
 - (b) The base for the formula shall be the C.P.I. for April, 2013.
 - (c) There shall be a corridor of three percent (3%) before the formula becomes activated

- (d) The formula shall be applied as follows:
 If during that part of the term of this Collective Agreement between May 1, 2013 - April 30, 2014, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2013, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2014 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2013). Increases through the COLA clause are to be folded into rates of pay.

(4) Effective May 1, 2014 - April 30, 2015

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2014.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall be applied as follows:
 If during that part of the term of this Collective Agreement between May 1, 2014 - April 30, 2015, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2014, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2015 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2014). Increases through the COLA clause are to be folded into rates of pay.

(5) Effective May 1, 2015 - April 30, 2016

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2015.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall be applied as follows:
 If during that part of the term of this Collective Agreement between May 1, 2015 - April 30, 2016, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2015, then for each full one percent (1%)

which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2016 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2015). Increases through the COLA clause are to be folded into rates of pay.

(6) Effective May 1, 2016 - April 30, 2017

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2016.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall be applied as follows:
If during that part of the term of this Collective Agreement between May 1, 2016 - April 30, 2017, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2015, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2017 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2016). Increases through the COLA clause are to be folded into rates of pay.

ARTICLE 28 - SAFETY SHOE ALLOWANCE

- A. The Company agrees to pay up to \$130 per year (\$140 effective May 1, 2013) per employee for a new pair of safety shoes to be worn by the employee at work. Company payment to be made against presentation of a satisfactory receipt of a new purchase of safety shoes.
- B. An employee may carry forward (from one twelve (12) month period) any unused portion of his current safety shoe allowance for a further twelve (12) months, but if any such portion carried over is not used in that twelve (12) month carry-over period, it shall be forfeited (example, an employee in the twelve (12) month period from May 1, 2011 to April 30, 2012 does not use his \$130 safety shoe allowance, he may then use that \$130 unused safety shoe allowance, together with his current safety shoe allowance, any time from May 1, 2012 to April 30, 2013. If not used by that employee, the \$130 carried over shall be forfeited on April 30, 2013.)

ARTICLE 29 - AUDIOMETRIC TESTING

All employees shall have an audiometric test at the beginning of employment, and then once a year thereafter. When an audiometric test outside the Plant is medically necessary, the Company will cover the pre-determined cost.

IN WITNESS WHEREOF the parties have hereto signed this _____ day of _____,
_____.

FOR THE UNION:

FOR THE EMPLOYER:

SCHEDULE "A"**WAGES**

Each new employee will be paid the rate of \$17.05 per hour for the first twelve (12) months of employment, no matter what job they are assigned (excluding skilled trades).

NEW WAGE SCHEDULE

	<u>May 1/11</u>	<u>May 1/12</u>	<u>May 1/13</u>	<u>May 1/14</u>	<u>May 1/15</u>	<u>May 1/16</u>
CLASS 1						
1. General Labour	\$19.80	\$19.80	\$19.80	\$19.80	\$19.80	\$19.80
CLASS 2						
2. Inspector	\$20.00	\$20.40	\$20.81	\$21.23	\$21.65	\$22.19
3. Janitor	\$20.00	\$20.40	\$20.81	\$21.23	\$21.65	\$22.19
4. Tier/Stacker/Loader	\$20.00	\$20.40	\$20.81	\$21.23	\$21.65	\$22.19
CLASS 3						
5. Hand Stitcher Operator	\$20.39	\$20.80	\$21.22	\$21.64	\$22.07	\$22.62
6. Hot Melt Gluer Operator	\$20.39	\$20.80	\$21.22	\$21.64	\$22.07	\$22.62
CLASS 4						
7. Flexo Support	\$21.10	\$21.52	\$21.95	\$22.39	\$22.84	\$23.41
8. Flexo Tier Stacker	\$21.10	\$21.52	\$21.95	\$22.39	\$22.84	\$23.41
9. Slitter Operator	\$21.10	\$21.52	\$21.95	\$22.39	\$22.84	\$23.41
10. J&L Stacker	\$21.10	\$21.52	\$21.95	\$22.39	\$22.84	\$23.41
11. J&L Inspector	\$21.10	\$21.52	\$21.95	\$22.39	\$22.84	\$23.41
CLASS 5						
12. Conveyor System Operator	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
13. Baler Person	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
14. Unitizer Operator	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
15. Clamp Operator(Roll Storage)	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
16. Waxer Operator	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
17. Flexo Operator No. 2	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
18. HBL Assistant Operator	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.93
CLASS 6						
19. Power Engineer No. 4	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.64
20. J&L Operator	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.64
21. Checker Loader Shipping	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.64
22. Roll Handler	\$22.22	\$22.66	\$23.11	\$23.57	\$24.04	\$24.64
CLASS 7						
23. Die Moulder	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52
24. Double Back Operator	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52
25. Power Engineer No. 3	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52
26. Utility Person (Corrugator)	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52
27. Stacker Operator No. 2	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52
28. Mini FFG Assistant Operator	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.52

	<u>May 1/11</u>	<u>May 1/12</u>	<u>May 1/13</u>	<u>May 1/14</u>	<u>May 1/15</u>	<u>May 1/16</u>
CLASS 8						
29. Shipper Lead Hand	\$23.51	\$23.98	\$24.46	\$24.95	\$25.45	\$26.09
30. Flexo Operator No. 1	\$23.51	\$23.98	\$24.46	\$24.95	\$25.45	\$26.09
31. HBL Utility	\$23.51	\$23.98	\$24.46	\$24.95	\$25.45	\$26.09
32. HBL Operator	\$23.51	\$23.98	\$24.46	\$24.95	\$25.45	\$26.09
CLASS 9						
33. Single Face Operator	\$24.15	\$24.63	\$25.12	\$25.62	\$26.13	\$26.78
34. Stacker Operator No. 1	\$24.15	\$24.63	\$25.12	\$25.62	\$26.13	\$26.78
CLASS 10						
35. Millwright	\$27.02	\$27.56	\$28.11	\$28.67	\$29.24	\$29.97
36. Chief Power Engineer	\$27.02	\$27.56	\$28.11	\$28.67	\$29.24	\$29.97
CLASS 11						
37. Electrician	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65	\$30.39
STUDENTS	\$14.36	\$14.65	\$14.94	\$15.24	\$15.54	\$15.93

SPECIAL NOTE: Re Checker-Loader on night shift: The Checker-Loader on the 12 midnight to 8 a.m. shift shall, in the absence of a Shipper Lead Hand and the Shipping Foreman, receive the equivalent of the Shipper Lead Hand rate.

SPECIAL NOTE: Re Checker-Loader on night shift: The senior Checker-Loader on a 7 day shift schedule, in the absence of a Shipper Lead Hand and the Shipping Foreman, shall receive the equivalent of the Shipper Lead Hand rate.

SHIFT DIFFERENTIAL:
Effective date of signing - 58¢ (evening) and 68¢ (night)

SCHEDULE "B"
7 Day Shift Schedule

General

1. (a) A 7 day shift schedule shall be available for the whole term of the Collective Agreement and shall be activated, deactivated, activated, etc. by the Company during periods of high or low production demands as determined by the Company.
- (b) Such activation or deactivation will require at least one week written notice to the Union. The Company will also post such notice on the Union bulletin board.
- (c) During the term of the Collective Agreement, the Company may decide to increase the number of employees working a 7 day shift schedule; and such employees shall work the eight hour 7 day shift schedule. However the Union may request (once during the term of the Collective Agreement) that the Employer use the 12 hour 7 day shift schedule instead, such request by the Union will not be unreasonably denied. If such request is granted, that shift will stay in effect for the term of the Collective Agreement, subject to 1(a).
- (d) An "Employee" referred to in Schedule "B" is a person working a 7 day shift schedule.

Premium Pay – All Employees

2. Where an Employee works their regularly scheduled day,
 - (a) they shall not be paid any premium pay (except shift differential, if any); or
 - (b) if such regularly scheduled day is a Sunday, they shall be paid at rate of time and one-half the contract rate (plus shift differential, if any).

Overtime – All Employees

3. Where an Employee works:
 - (a) up to 4 hours in excess of their regularly scheduled day, they shall be paid for such hours at the rate of time and one-half the contract rate; and
 - (b) in excess of such 4 hours provided for in (a) above, they shall be paid for such excess hours at the rate of double the contract rate.
4. Where an Employee works on any of their scheduled days off, they shall be paid:
 - (a) at the rate of time and one-half for such hours worked to a maximum of their normally scheduled hours; and
 - (b) at the rate of double time for all such hours worked in excess of their normally scheduled hours.
5. The above overtime and premium pay rates are not to be compounded.

Shift Differential

For 12 hours shifts, 75¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.
Applies as per Article 15 and Schedule "A" for 8 hour shifts.

Paid Holidays – All Employees

- (a) Holiday pay will be at the rate of the job the employee is working on in the week of the holiday.

- (b) If an employee works on a paid holiday, he shall receive holiday pay plus double time for all hours worked on the holiday.
- (c) Holiday pay for employees for holidays which fall on that employee's scheduled premium-pay days, shall include the premium pay.
- (d) Examples:

When a Paid Holiday falls on a Saturday or Sunday:

- (i) An Employee scheduled to work on such Saturday or Sunday, but who does not work on such Paid Holiday shall receive the premium-pay as part of his holiday pay;
 - (ii) An Employee referred to in example (a) above who upon being offered by the Company work on such paid holiday and who works such Paid Holiday shall receive overtime at a rate of double time for all hours which he works on the holiday, plus the holiday pay (including premium-pay as noted in example (a) above);
 - (iii) An Employee who is not scheduled to work the Saturday or Sunday on which the Paid Holiday falls, but who is offered by the Company to work on a Saturday or Sunday on which a holiday falls shall receive pay at an overtime rate of double time for all hours worked on such Paid Holiday and shall receive holiday pay at straight time hours (without any premium-pay).
- (e) Holiday pay for employees not scheduled to work on the holiday shall be eight (8) hours times their regular rate.
 - (f) For purposes of Schedule "B", Article 10B(1)(a), the first four (4) lines shall read:

"All employees who are not scheduled to work a paid holiday and are not absent from work on such employee's last work shift immediately prior to or such employee's last work shift immediately following..."

Vacations

- (a) One week of vacation shall run Sunday - Saturday, inclusive.
- (b) Vacation pay for 12 hour shift Employees shall be the greater of two (2) percent per week of vacation or forty-two (42) hours pay (straight time), whichever is greater.
- (c) Article 11 shall apply to Employees working 8 hour shifts.

Break Periods

Fifteen (15) minutes duration for Employees working 12 hour shifts.

Article 21 applies for Employees working 8 hour shifts.

Meal Allowance

- (a) Employees are entitled to meal allowance after working 2 hours in excess of their scheduled shift.
- (b) Anytime worked in excess of the Employee's scheduled shift where the Employer does not give twelve (12) hours notice to an Employee working his day off.

Personal Day

Article 19H applies to Employees working the 8 hour shift. For Employees working the 12 hour shift:

- (a) Personal days accumulated prior to this collective agreement shall be converted to hours and may be used in twelve (12) hour increments for missed regular scheduled twelve (12) hour shifts, for personal or family illness.
- (b) Where employee has missed a regular scheduled twelve (12) hour shift because of personal or family illness: personal day paid at twelve (12) hours straight time.
- (c) Personal days shall be either eight hours or twelve hours depending on the normal working hours for the employee when he takes the personal day.
- (d) Personal days will accumulate as follows; a day is a day.

Lay-off Notice - All Employees

One (1) week (Sunday - Saturday)

Bereavement - 12 Hour Shift

- (a) Five (5) working days bereavement becomes four (4) days (“consecutive regular scheduled working days”)
- (b) Three (3) bereavement days becomes two (2) days (“consecutive regular scheduled working days”)
- (c) One (1) bereavement day stays as one (1) bereavement day

Notice of Shift Change - All Employees

Article 19E shall read:

“Except for shift changes taking place at the end of the cycle, employees shall be given at least twenty-four (24) hours notice of any shift change. Failing the above notice, time-and-one-half shall apply for the first shift of the shift change.”

ARTICLE 19 A(3), 4(b) GENERAL – 12 Hour Shift

Amend by this schedule eight (8) to twelve (12) hours.

ARTICLE 16 D(1)(f) – 12 Hour Shift

Banked overtime shall be taken in a minimum of 12 hour increments.

Collective Agreement Articles not Applying to Employees on the 7 Day Shift Schedule

The following articles of the collective agreement shall not apply to Employees working on the 12 hour shift:

- 1. Article 9A(1), (1)(a);
- 2. Article 10B(1)(a), 10C;
- 3. Article 11A2(a);
- 4. Article 12B(1)(a)(b)(c), 12B(2);
- 5. Article 14B;
- 6. Article 15I;
- 7. Article 15 IB, C; IIA, B; IIIA, B,C; IVA,B;
- 8. Article 16A, 16B, 16D(1)(f), 16D(4), 16D(5)(a)(b)(c)(d)(e);
- 9. Article 19A(3), 19E, 19H;

10. Article 21A,B;
11. Article 24A, 24B;
12. Shift Differential;
13. Special Note #1, Schedule "A"

The following articles of the Collective Agreement shall not apply to Employees working the 8 hour shift:

1. Article 9A(1), (1)(a);
2. Article 10B(1)(a), 10C;
11. Article 24A, 24B.

COMPANY LETTER OF INTENT

March 16, 2012

Mr. Robert Schwartz, President
Local 1520, Communication, Energy and Paperworkers Union
c/o Maritime Paper Products Limited
Burnside Industrial Park
Dartmouth, NS

Dear Mr. Schwartz:

This will confirm the following matters by way of letter of intent, which is not part of the Collective Agreement:

1. PENSIONS

(1) Health Care Benefits

Company to pay medical benefits (drugs and extended health) from age 58 (rather than age 60) to age 65 for employees who retire with 30 years of employment - effective the first day of the month following date of ratification. This change applies only to active employees who are members of the Pension Plan and who retire during term of the 2011-2017 collective agreement.

(2) Employee Contributions – DB Pension

Increase Employee Contributions as follows:

May 1, 2013 to 6% (ie 1/2%)
May 1, 2014 to 6.5% (ie 1/2%)
May 1, 2016 to 7% (ie 1/2%)

(3) Money Purchase Plan - Applicable to all employees hired after date of signing collective agreement.

SUMMARY OF MAIN PROVISIONS OF PENSION PLAN FOR HOURLY EMPLOYEES OF MARITIME PAPER PRODUCTS MONEY PURCHASE PLAN

1. ELIGIBILITY

All hourly employees of Maritime Paper Products Limited, Dartmouth, NS. New employees must join after one year of employment and age 19.

2. CONTRIBUTIONS

- (A) BY EMPLOYEES – 5% of earnings
- (B) BY EMPLOYER – 5% of earnings

3. NORMAL RETIREMENT DATE

Age 65

4. AMOUNT OF PENSION AT NORMAL RETIREMENT DATE

The pension is equal to whatever amount may be purchased with the accumulation of employee and employer contributions at time of retirement.

5. EARLY RETIREMENT DATE

Employees may retire at any time after age 55. The pension is equal to whatever amount may be purchased with the accumulation of employer and employee contributions at the time of retirement.

6. DEATH BENEFITS AFTER RETIREMENT

An employee can choose whatever option he desires. The pension amount is adjusted accordingly because the available assets at retirement are fixed.

7. DEATH BENEFITS BEFORE RETIREMENT

The spouse or beneficiary receives a refund of the accumulation of employee and employer contributions at the time of death.

8. TERMINATION OF BENEFITS

(A) BEFORE TWO YEARS OF PLAN MEMBERSHIP

The employee shall receive a refund of his own contributions with interest.

(B) AFTER TWO YEARS OF PLAN MEMBERSHIP

The employee has to leave his contributions in the plan and receive a pension in the amount that may be purchased with the accumulation of employee and employer contributions. Such accumulation may be transferred to a lock-in RRSP (i.e. locked-in for a pension and not cash).

9. **DISABILITY BENEFITS**

While an employee is receiving benefits under the employer's long-term disability program, the employer shall contribute both the employee and the employer portion to the pension plan.

2. **LIFE INSURANCE COVERAGE**

Life insurance coverage to 2.0 times annual earnings based on 2080 hours (or 2184 hours for regular hours worked by an employee on (12 Hour Shifts) times employee's classified rate (minimum \$60,000).

3. **VISION CARE**

\$300.00 (all inclusive)

4. **DENTAL PLAN**

Fee plan to be updated each year of the collective agreement so that claims are based on current fee plan.

5. **LONG-TERM DISABILITY (LTD)**

- (1) Company to pay 100% of Company and employee premiums for benefits when employee is off on LTD or WCB (provided the employee has applied for and received approval for LTD) and 100% of employee and Company contributions to pension.
- (2) Company pays Company share of premiums when employee is off on WI for the first twelve (12) months, or a leave of absence, including maternity leave of absence (provided such employee pays their share when off on such WI or leave of absence).

6. **LAY-OFF - QUALIFYING PERIOD**

Employees who return from lay-off within 16 months will not be required to go through three-month qualifying period.

7. PHYSIO AND PARAMEDICAL COVERAGE

Maintain paramedical coverage:

(1) Services of a licensed, certified or registered:

speech therapist*
chiropractor
massage therapist*
clinical psychologist
osteopath
podiatrist (foot)
naturopath

(annual maximum limit on each of above services of \$300 per employee and per family member, subject to plan with Group Insurance provider)

*care or services must be certified as necessary by attending physician

(2) Services of a licensed physiotherapist

(annual maximum limit of \$500 per employee and per family member, subject to plan with Group Insurance provider) with the following exception:

Exception

When an employee is determined by the Group Insurance provider, in consultation with the Plant Occupational Health Nurse, and the employee's physician, to require physiotherapy to return to work or to continue to work at Maritime Paper.

8. FERTILITY DRUGS

Coverage for fertility drugs to have cap of a maximum of \$2,500 per person per lifetime (subject to plan with Group Insurance provider).

9. WELFARE PLAN

(1) Prescription Benefit – maximum amount - \$10,000 per calendar year.

(2) “High Cost Drug Insurance” premium to be paid 100% by the employee.

(3) Prescription Drugs – Calendar year deductible of \$50 single/\$100 family effective date of signing collective agreement.

Mr. Robert Schwartz

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March 16, 2012

- (4) Dental Care Plan – calendar year deductible of \$50 single/\$100 family effective date of signing collective agreement.

10. CONTRACTING OUT

The Company, through the Plant Engineer, shall inform the Union in writing when items are to be contracted out and such times:

- (1) Are to be performed inside the production area of the plant, and
(2) Are not major repairs.

If the Union feels that members are capable of performing the work, a meeting shall be arranged by the Plant Engineer with the Union and the Company to discuss the pros and cons of having bargaining unit employees perform the work.

Notification to Union - Contracting Out

(date and time)

To: Local 1520, Communication, Energy and Paperworkers' Union
(President or Vice President or, if not immediately available then Shop Steward)

By this note the Company is informing the Union of non-major repair work which appears to the Company to require contracting out inside the production area of the plant. This work is generally described as (generally describe work).

If the Union feels that its members are capable of performing the work (and are available to perform this work at the required time) which is expected to start on _____ (insert start date) and last approximately _____ (insert days/hours), please immediately notify Plant Engineer, or if not immediately available, Manager of Production or Director of Manufacturing who will arrange an immediate meeting with the above noted union official.

Yours Sincerely,

(signature)

Maritime Paper Products Limited

Mr. Robert Schwartz

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March 16, 2012

To: Plant Engineer, Materials Coordinator, Maintenance Supervisor, Director of Manufacturing, and Production Manager

From: President, Maritime Paper Products Limited

This is to advise that effective immediately you no longer have the authority to authorize contracting out of any non-major repair work inside the production area of the plant without first complying with the attached letter of intent between the Company and Local 1520, CEP.

Gary Johnson, President

11. WEEKLY INDEMNITY

(1) General

(a) Weekly Amount:

70% of your weekly earnings, reflective of 70% of the classification rate, which may increase as required.

(b) Waiting Period:

- accident (non-WCB) Nil

- sickness Three (3) calendar days (see notes (a), (b))

(c) Payment:

Following the waiting period, for calendar days for which a medical doctor has certified illness. To be paid as W.I. at one-seventh of 70% of an average 40 hours weekly earnings (straight time), subject to the above maximum.

(2) 12 Hour Shift Employees - Weekly Indemnity

(a) Weekly Amount

70% of your weekly earnings, reflective of 70% of the classification rate, which may increase as required.

(b) Waiting Period:

- accident (non-WCB) Nil

- sickness Two (2) calendar days (see notes (a), (b), (c), (d), (e), (f), on next page)

(c) Payment:

Following the waiting period, for calendar days for which a medical doctor has certified illness. To be paid as W.I. at one-seventh of 70% of an average 42 hours weekly earnings (straight time), subject to the above maximum.

Notes:

- (a) Calendar days start to run from the first calendar day for which a medical doctor has certified illness and such illness continues to prevent attendance at work.
- (b) “Weekly Indemnity is to cover a loss of time from work and a loss of earnings.” (quoted from Group Insurance Plan booklet, p.5)

Example (1)

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
OFF	OFF	OFF	WORK	WORK	WORK	OFF
Dr. – Sick Waiting Day	Dr. – Sick Waiting Day	Dr. – Sick	Ok 12 hours pay	Ok 12 hours pay	Ok 12 hours pay	Ok

- (c) In the example, the employee works and receives full pay for thirty-six (36) hours, Wed., Thurs., Fri.
- (d) Because an employee under the W.I. plan is only covered for a “loss of earnings”, the employee does not receive W.I., in example (1) above, for the Tuesday he is sick. This is because he has no “loss of earnings” for that week. He has received his full weekly pay for his scheduled thirty-six (36) hours in that week.

Example (2)

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
OFF	OFF	OFF	WORK	WORK	WORK	OFF
Dr. – Sick Waiting Day	Dr. – Sick Waiting Day	Dr. – Sick W.I.	Dr. – Sick W.I.	Ok 12 hours pay	Ok 12 hours pay	Ok

- (e) In example (2) above the employee works 2 x 12-hour days and receives pay for 24 hours worked, Thurs. and Fri.

Mr. Robert Schwartz

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March 16, 2012

- (f) The employee will be paid W.I. for Tues. and Wed. Assume his weekly pay is \$700 per week (based on an average 42 hour week), then his W.I. will be calculated by taking 70% of one-seventh of his weekly earnings (70% of \$100 = \$70) payable as W.I. for each of Tues. and Wed.

12. 7 DAY SHIFT SCHEDULE - PENSIONABLE EARNINGS

All employees who work on the 7 Day Shift Schedule shall be credited for pensionable earnings based on such regular hours worked as per the schedule (at their posted rate).

13. 7 DAY SHIFT SCHEDULE - GOOD FAITH

The Company will not go on to a 7 Day Shift Schedule in order to:

- (1) Stockpile inventory of finished product; and
(2) To create a major lay-off within one (1) month of the end of such 7 Day Shift Schedule.

14. APPRENTICESHIP PROGRAM

The Company will establish an Apprenticeship Program (see Maritime Paper Products Tradesperson Apprenticeship Program (06/11/07))

Classes of Apprentices (applicable to trades people):

Level 1 Trade Apprentice	(0 – 2000 hours)	Class 3
Level 2 Trade Apprentice	(2000 – 4000 hours)	Class 5
Level 3 Trade Apprentice	(4000 – 6000 hours)	Class 7
Level 4 Trade Apprentice	(6000 – 8000 hours)	Class 8

15. ARTICLE 8D – Without Prejudice

Memo

To: CEP, Local 1520

Date: December 11, 2007

Re: Article 8D (past practice)

The Company hereby confirms that to the extent there has been in some past years a practice of referring to “one” shift as being the day shift and “two” shifts as being the day and evening shifts; this memo will confirm that this practice has ended, and that the Company will continue to follow the recent practice of not necessarily having such references refer to day/evening shifts.

16. MEDICAL CERTIFICATES ARTICLE 10B(1)(a)

Memo

To: Stephen Lamb, President, CEP, Local 1520

Date: December 11, 2007

From: John Crawley

Re: Art. 10B(1)(a) – Medical Certificates for Absences Before and After Paid Holidays

This will confirm that we are changing our practice effective on the signing of the new Collective Agreement.

In the past, we were requiring medical doctor certificates from all employees who missed work the day before or the day after a holiday (without permission) for verification of temporary illness or accident.

The management practice will now be amended so that the Company will not be requiring such medical doctor certificates in every case for verification but rather in cases where the Company assesses that such verification is appropriate.

17. GROUP BENEFIT PLAN – DIRECT DEPOSIT

When an employee is eligible for Weekly Indemnity Payments, such employee shall have a choice of direct deposit or cheque mailed to their home.

18. COVERALLS

The Company will provide a coverall cleaning program to all employees in the Maintenance Department.

19. VACATION SELECTION

Notwithstanding Article 11D it is the intent of the parties to make their best efforts to ensure each employee receives a minimum of one week of vacation during the months of July and August. The principle of seniority will be applied in these efforts.

In keeping with this intent the parties agree for the vacation year 2012 to implement a new practice of vacation selection which will allow for every employee to secure one week vacation during the period of July and August (For 2012 the period would be 9 weeks July 1- September 1).

The parties commit to work together to develop vacation selection practices to ensure success of this intent.

Mr. Robert Schwartz

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Furthermore, the parties will evaluate the vacation selection process prior to the start of the vacation year 2013. If the parties mutually agree the intent will continue through the remainder of the 2011-2017 Collective Agreement.

Yours sincerely,

MARITIME PAPER PRODUCTS LIMITED

John Crowley

LETTER OF INTENT
- NO DEFINED BENEFIT PENSION WIND-UP

March 16, 2012

Mr. Robert Schwartz, President
Local 1520, Communication, Energy and Paperworkers Union
c/o Maritime Paper Products Limited
Burnside Industrial Park
Dartmouth, NS

Dear Mr. Schwartz:

Re: Maritime Paper Products Limited and CEP, Local 1520 – No Pension Windup

Maritime Paper Products Limited ("MPP") intends to maintain the Defined Benefits Pension Plan ("DB Plan") during the term of this Collective Agreement and until at least March 14, 2022. MPP will not during such period initiate a wind up of the DB Plan.

MPP appreciates that the current Collective Agreement expires on April 30, 2017 and that this commitment extends beyond its term.

The Collective Agreement in Article 22 prohibits MPP from altering, amending or discontinuing the DB Plan without agreement of the Union. For good and valuable consideration, MPP commits to not bring any proposal in any future collective bargaining for terms and conditions of employment that apply up to March 14, 2022, which would permit the DB Plan to be wound up.

Further, MPP acknowledges and agrees that if it brings any such proposal during any such collective bargaining, that such proposal will constitute bargaining in bad faith and MPP hereby irrevocably agrees to a declaration by the Labour Board that it has bargained in bad faith and that it cease and desist from any such proposal.

We trust that the foregoing is satisfactory.

Yours sincerely,
MARITIME PAPER PRODUCTS LIMITED

Gary Johnson
President