

COLLECTIVE AGREEMENT

herein after called the "Agreement"

Between:

Hornepayne Power Inc.

herein after called the ""

-and-

**Sudbury Mine, Mill and Smelter Workers' Union,
Local 598/Unifor**

herein after called the "Union"



Effective October 1, 2023 to September 30, 2026

Table of Contents

ARTICLE

1.	Purpose.....	3
2.	Recognition.....	3
3.	Management Rights.....	4
4.	No Strike or Lockout.....	5
5.	Contracting Out	5
6.	Discrimination and Co-operation.....	5
7.	Grievances and Arbitration Procedures.....	9
8.	Discharge and Disciplinary Action.....	10
9.	Seniority, Promotions, Vacancies & Layoffs.....	10
10.	Tourworkers.....	13
11.	Leave of Absence.....	13
12.	Overtime, Hours of Work and Special Pay.....	14
13.	Wages.....	15
14.	Statutory Holidays.....	16
15.	Vacations.....	17
16.	Job Security.....	18
17.	Health & Safety.....	18
18.	Health & Welfare.....	21
19.	General Allowances and Provisions.....	22
20.	Pension.....	23
21.	Disabled Employees.....	24
22.	Bulletin Board.....	24
23.	Printing of Agreement.....	24
24.	Terms of Agreement and Signing Page.....	24
	SCHEDULE "A"	25
	SCHEDULE "B"	26
	Letter of Understanding #1 – Paid Education Leave (PEL) Program.....	27
	Letter of Understanding #2 – Employee Assistance Program (EAP).....	28
	Letter of Understanding #3 – Operating Assistant.....	29
	Letter of Understanding #4 – Tradesperson.....	30
	Letter of Understanding #5 – Janitorial Service.....	31
	Letter of Understanding #6 – Truth & Reconciliation.....	32

Between

Hornepayne Power Inc.
herein after called the "Employer"

-and-

**Sudbury Mine, Mill and Smelter Workers' Union,
Local 598/Unifor**
herein after called the "Union"

ARTICLE 1 – PURPOSE

- 1.01 The Parties hereto have reached this Agreement as a result of collective bargaining to provide orderly procedures for the prompt and equitable disposition of grievances and to set forth the rates of pay, hours of work and other working conditions affecting Employees covered by the Agreement.
- 1.02.1 It is understood that any reference made in the masculine within this Agreement (i.e. He) shall apply equally to both sexes. It is also understood that where there arises a difference in translation, meaning or interpretation between the English and French language versions of this Agreement, the English version will be deemed to be correct.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes Unifor (the Union) as the sole bargaining agent for all Employees of the Employer employed at the Hornepayne Power Inc., located in the District of Algoma, Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff and Employees in the bargaining units of which any trade union held bargaining rights as of March 27, 2014 as specified in Certificate No. 3605-13-R issued by the Ontario Labour Relations Board on the 29th day of May, 2014.
- 2.02 The term "Employee" or "Employees", when used herein, shall mean any person or persons covered by this Agreement.
- 2.03 It is recognized that Employees outside the bargaining unit may, from time to time, perform work normally done by Employees in the bargaining unit, for purposes of instruction, experimenting, or emergencies, or when a qualified Employee in the bargaining unit is not available.
- 2.04 The Employer will deduct the regular monthly dues, as fixed by the Union, from the wages of the Employee. The Employer will transfer, on a monthly basis, the total amount of dues deducted to the Secretary-Treasurer of the Union with a written statement of the names of Employees from whom the deductions were made with rate of pay and hours worked.

The Union agrees to indemnify and save the Employer harmless against all claims and other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

- 2.05 During the term of this Agreement, the Employees shall, after completion of the probationary period, have Union Dues deducted from their wages. The amount to be deducted shall be as directed by the Union according to its constitution, for general Union purposes. These Union Dues shall also include any initiation fees. Union Dues collected from Employees shall be included on T4 Income Tax Receipts.
- 2.06 Each new Employee shall be introduced on the date of hire to the Unit Chair. The Unit Chair shall be allowed up to one half hour (1/2) hour with the new Employee to present the Union's orientation program on matters involving the Union.
- 2.07 The Union will provide to the Employer and post at the workplace the names and contact information of the union representatives (as applicable)
- 2.08 The Employer recognizes the Union Bargaining Committee of two (2) Employees selected to represent the entire plant and who may be accompanied by two (2) duly authorized representatives of Unifor. As far as practicable, the Employer and the Union will arrange meetings for the negotiation of any new or revised Agreement at such times and places so that Employees will lose as little work and compensation as possible.
- 2.09 The Employer agrees to recognize two (2) Employees as Union Stewards who have been appointed as such by the Union. The Employer further agrees to provide the Union Stewards with time off from regular duties to perform his duties as Union Steward in the administering of this Collective Agreement. Such time off shall be at no loss of regular earnings by the Employee
- 2.10 The Employer will remit to the Union, one cent (\$.01) per hour for each hour worked by regular full time Employees who are members of the bargaining unit. Such monies will be paid biannually into the Local Union Solidarity Fund. The Union will forward to the Employer a tax deduction receipt for the total amount of contributions to the fund no later than February 1st of the year following the year in which the contributions were made.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Employer and the Union agree that the Employer has the right and power to manage the business of the Employer, including the right to direct the working forces and to hire, promote, transfer, demote or lay-off, to implement policies and procedures, and to suspend, demote, discharge or otherwise discipline Employees for just cause. The Employer agrees that any exercise of these rights and powers shall be subject to the express provisions in this Agreement including the provisions of the grievance procedure.

ARTICLE 4 – NO STRIKE OR LOCKOUT

- 4.01 The Union agrees there shall be no strikes, slowdowns, picketing, or acts of any nature on the part of the Union or its members, which would interfere with production during the term of this agreement.
- 4.02 During the term of this Agreement there shall be no lockout by the Employer or its agents.
- 4.03 The definition of strike and lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE 5 - CONTRACTING OUT

- 5.01 The Employer will not Contract out work normally performed by Employees that will result in the layoff of a bargaining unit member.
- 5.02 The Employer will not contract out operations jobs when an Employee is terminated, quits or resigns.
- 5.03 In the event that the Employer wishes to contract work out, the Employer will inform the Local Union, as soon as reasonably possible, of the desire to contract the work out, the nature of the work to be performed and the anticipated duration of the work. If a disagreement occurs, it will be subject to a grievance for a final resolution.

ARTICLE 6 – DISCRIMINATION / HARASSMENT AND CO-OPERATION

- 6.01 (a) The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any Employee because of their membership or non-membership in the Union or because of their activity or non-activity in the Union.
- (b) Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any Employee by reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.
- (c) Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health & Safety Act.
 - i) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as

prohibited under, and within the meaning of, the Ontario Human Rights Code.

- ii) The Employer and the Union are committed to providing a positive environment for Employee free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act.

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

The Employer and the Union are committed to providing a positive environment for Employees free from workplace harassment and workplace, violence, within the meaning of the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment".

1. 'Workplace Harassment' is defined under the Occupational Health and Safety Act as:

- Engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome

2. 'Workplace sexual harassment'

Workplace sexual harassment means:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

3. "Workplace Violence" is defined under the Occupational Health and Safety Act as:

- The exercise of physical force by a person against an Employee in a workplace, that could cause or could cause physical injury against a worker;
 - An attempt to exercise physical force against an Employee, in a workplace, that could cause physical injury to the worker; or
 - A statement or behaviour that it is reasonable for an Employee to interpret as a threat to exercise physical injury to the worker.
4. It is agreed that when the Employee is faced with workplace violence or sexual harassment, it may be necessary for that Employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the Employee for the remainder of their shift. The Employer will make every reasonable effort to rectify the situation. The Employee will also complete an Employee Incident/Hazard Report Form.

The Employer will give all such violence related Incident/Hazard Reports to the Union within 3 calendar days of the Employer receiving the Employee Incident/Hazard Report Form.

Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of Employees who encounter workplace violence.

- (d) For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between Employees or non-aggressive Employee conflicts or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.
- (e) The Employer and the Union agree that an Employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an Employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under Article 6 and may be subject to disciplinary action.

- (f) In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable
- 6.02 (a) The Employer will provide the care, maintenance and cleanliness of the lunch room, lockers, washroom, sanitary facilities, first aid, medical facilities, supplies, the working area, equipment and machinery provided by the Employer.
- (b) The Employees agree to treat all Employer property with respect and due care consistent with responsible use and enjoyment.
- 6.03 The Employer recognizes that the Collective Agreement cannot necessarily encompass all particular situations that may arise from time to time in the course of operations. There will likely be significant matters of joint Union/Management interest arising from the workplace during the term of the Agreement which may not be clearly contemplated by the Agreement. To further enhance constructive working relationships in the plant, the Employer and the Union agree to discuss such matters, as required, at a formal Union/Management meeting. The Employer will pay Employees for attending such meetings. There will be representation at Union-Management Committee meetings with no less than two (2) representatives from Union and two (2) from management.
- The objective of such discussions will be to understand the issues at hand and to understand the positions of both parties to the issue and to attempt to come to a common agreement. By mutual consent of both parties (Union and Management), the Collective Agreement may be amended prior to the expiry of the current Agreement by way of Letter of Understanding. The Union and the Employer agree to submit any matters that they wish to be included on the Agenda of such meeting at least five (5) days in advance of such meeting. If no Agenda items are submitted the meeting shall be cancelled.
- Nothing in this Article is meant to detract from the Management Rights in Article 3.
- 6.04 The Employer and the Union recognize that the Humans Right Code provides that it is the right to all employees to work in an environment free from workplace harassment. It is the intention of the Employer and the Union to provide a workplace that is productive and promotes the dignity and self-esteem of all parties to this Agreement.
- 6.05 If the Employer receives a formal Human Rights complaint either from a bargaining unit member or against a bargaining unit member, the Union shall be advised of such complaint. If a bargaining unit member is interviewed during the investigation of a Human Rights complaint, the bargaining unit member shall be afforded the opportunity to have a Union Steward or their designate present.
- 6.06 The Union agrees that the information received in relation to any Humans Rights Complaint shall remain confidential and that the only disclosure of such information is through any formal investigation report that may be produced.
- 6.07 The Employer will follow TSSA Act requirements.

ARTICLE 7 – GRIEVANCES AND ARBITRATION PROCEDURES

7.01 The purpose of this Article is to establish a procedure for the settlement of grievances. It is the utmost importance to hear and settle complaints as promptly as possible. It is understood that no Employee has a grievance until the Employee has first given their management supervisor an opportunity to hear the complaint. (except for termination). If this verbal discussion does not resolve the issue then the Employee will use the grievance procedure outlined below.

7.02 Step 1: The aggrieved Employee shall advise their management supervisor of the complaint in writing within fourteen (14) days of the incident giving rise to the complaint. If an adjustment satisfactory to the Employee concerned is not made in writing within three (3) days, the Union may present the grievance in writing, to the Chief Engineer within an additional two (2) days. For individual grievances, the forms must be signed by the grieving Employee. If such grievance is filed in writing with the Chief Engineer, the Chief Engineer shall give a decision in writing within seven (7) days.

Step 2: Failing satisfactory adjustment within the mandatory time limits set out in Step 1, and if the Employee is not satisfied with the decision of the Chief Engineer, the Employee may, within seven (7) days of receiving the decision, present the written grievance, signed by the individual, stating the specific provisions of this Agreement considered violated, to the next level of Management. The next level of Management (or their designate) will investigate the grievance and will arrange for a meeting, within the next ten (10) days, so that all facts may be presented and discussed. A written decision will be provided within seven (7) days.

7.03 If the decision of Step 2 is not satisfactory to the Employee, the Union may submit the dispute to arbitration as hereinafter provided. In all discussions and presentations, the Employee will be represented by a Union Steward and/or a representative of Union.

7.04 Subject to compliance with the two steps in 7.02, and grievance between the parties or persons bound by this Agreement, or on whose behalf it is entered into concerning its interpretation, application, operation, violation or alleged violation, including any question as to whether any matter is arbitrable may, on the application of either party, be submitted for final and binding settlement to an Arbitrator, provided however, that not more than thirty (30) days have elapsed since the date the Step 2 written decision was provided, unless a time extension was requested to complete the investigation. Such extension shall be provided in writing by either party opposite and shall extend the time limits by a set number of days.

Any grievance which is not commenced nor processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to have been abandoned. Failure by the Employer or the Union to reply to grievances, in writing, within the time limits provided in this agreement, or any agreed upon extension, may result in the grievance being processed to the next step within the grievance procedure.

7.05 The party requesting arbitration shall notify the other party in writing the name of its proposed single arbitrator, stating the address and telephone number. The other party shall indicate whether the proposed arbitrator is acceptable or propose their own. The

notice shall state the matter at issue and in what respect the Agreement has been violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the remedy sought.

- 7.06 The arbitrator shall not have any power to alter any of the terms of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement. Where an arbitrator determines that an Employee has been discharged or otherwise disciplined by the Employer for just cause, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator(s) considers just and reasonable in all the circumstances.
- 7.07 The arbitrator shall hear and determine the issues or questions submitted to it by the parties and shall issue an award in writing which shall be final and binding upon the parties and upon any Employee affected by it.
- 7.08 Each of the parties hereto will pay in equal proportions the charges and expenses of the arbitrator.
- 7.09 The time periods specified in this Article are mandatory and are exclusive of Saturdays, Sundays, and recognized holidays. Unless a time extension has been requested by either parties.
- 7.10 At any stage of the Grievance Procedure including arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and offices and to view disputed operations and to confer with necessary witnesses.

ARTICLE 8 – DISCHARGE AND DISCIPLINARY ACTION

- 8.01 The Employer has the right to discipline and discharge Employees for just and reasonable cause.
- 8.02 All discipline letters and discharge / suspensions shall be considered as a form of discipline and shall be subject to the grievance procedure.
- 8.03 An Employee's disciplinary record shall be cleared for disciplinary purposes after a period of twelve (12) months.

ARTICLE 9 – SENIORITY, PROMOTIONS AND VACANCIES

- 9.01 Employees shall be on probation for the first seventy-five (75) days worked in the employment of the Employer. On the completion of the probationary period, seniority shall be calculated from the date of employment. A probationary Employee shall not acquire any rights under this Article hereof nor have the right to grieve and take to arbitration any dispute involving discipline, including discharge (except discharges or discipline alleged to be in contravention of Article 6 of this Agreement. If a probationary Employee is discharged, the Employer will discuss the case with the Unit chair at his request. Notwithstanding section 3.01 (Management Rights), the Employer may discharge or otherwise discipline a probationary Employee if the Employer believes that he is not

suitable for or able to perform adequately the job for which he was hired or is required to do.

- 9.02 The parties recognize that job opportunity and security shall increase in proportion to length of continuous service. It is therefore agreed that in all cases of vacancy, promotion, demotions, transfer, layoff, and recall after layoff, seniority shall govern subject to skills and qualifications. Where qualifications are relatively equal, seniority shall govern.
- 9.03 In the event that more than one Employee has the necessary qualifications, certification and ability to satisfactorily perform the job requirements, seniority shall be the determining factor.
- 9.04 When any new job classification or vacancy of a permanent nature or when a temporary vacancy occurs which the Employer expects to last more than forty two (42) days (3 tours of work), the Employer shall post the vacancy on the bulletin boards for fourteen (14) working days. An electronic copy of such posting shall be provided to the Union Steward and an electronic copy sent to the Union Office.
- a) New Employees will not be eligible to apply for posted vacancies during their probationary period of employment.
 - b) Such posted notices of vacancy will state the classification requirements for the vacancy, the rate to be paid.
 - c) An Employee wishing to apply shall do so in writing during the posting period, stating his qualifications for the vacancy.
 - d) Subsequent vacancies due to the transfer of Employees into the initial vacancy will be filled by the assignment of a senior qualified Employee. The Union will be notified in writing of such assignment.
 - e) If there is no such qualified applicant, the vacancy may be filled by a new hire (unless we have workers laid off that can do the work)

During the posting period, the Employer may fill the vacancy as it wishes. A successful applicant for a posting to a temporary vacancy shall, on the termination or cancellation of the temporary vacancy, revert to his former classification.

When a vacancy occurs which the Employer expects will not exceed forty two (42) days (three tours of work), the Employer may fill as it wishes.

- 9.05 The name of the successful applicant shall be posted within 10 days of the decision and the successful applicant shall be moved to new position within twenty eight (28) days (two tours of work). If there is no qualified applicant from within the bargaining unit, the vacancy may be filled by a laid off Employee before a new hire.
- 9.06 A laid off Employee who bids on a permanent posting during his lay-off and is a successful applicant, waives his recall rights to the laid off classification.
- 9.07 Where there is an increase in the working force after a layoff, Employees will be rehired in reverse order of layoff.
- 9.08 When a vacancy occurs which the Employer expects will exceed forty two (42) days (three tours of work) a displaced or laid off Employee shall be recalled in the reverse order of layoff.

9.09 Seniority shall also be accumulated during:

- a) Absence due to lay off as per Article 9.10 (f)
- b) Absence due to certified sickness or accident up to 2 years.
- c) Leave of absence granted by the Employer up to 2 years.

9.10 An Employee shall lose all seniority and his employment shall be deemed to be terminated for any of the following reasons:

- a) If an Employee quits or retires
- b) If the Employee is discharged and is not reinstated in accordance with the Grievance Procedure.
- c) If the Employee has been absent for three (3) consecutive working days without satisfactory explanation to the Chief Engineer or management supervisor or without having notified the Chief Engineer or management supervisor during those three (3) days unless satisfactory explanation to the Chief Engineer or management supervisor of the failure to notify is afforded.
- d) If the Employee is laid off and fails to advise the Employer of his intention to return within three (3) working days after notice to do so has been given by the Employer by registered mail to his last known address on the Employer's records. A copy of such notice shall be sent to the Union.
- e) If an Employee is absent from work without satisfactory explanation to the Employer beyond the period of any leave of absence granted by the Employer.
- f) If the Employee is absent from work due to layoff for the following period:

Seniority at Time of Layoff	Period at the end of which Seniority Rights shall cease
Up to 2 years	2 years
2 or more years	5 years

A person, to retain seniority on lay-off, must notify the Employer by registered mail of any change of address or telephone number.

9.11 Employees who have been or who may be transferred to jobs outside the Bargaining Unit, but with the Employer, may be returned to the Bargaining Unit. After nine (9) months in the job outside the Bargaining Unit, their seniority rights under Section 9 of the Collective Agreement shall cease. An Employee can only leave and return to the Bargaining Unit one time only.

9.12 A seniority list will be posted within thirty (30) days of the signing of this Agreement and will be revised at least twice each year. Copies of the seniority list will be supplied to the Union. In the case of Employees hired on the same date, the Employee first reporting for work will be considered the more senior. The seniority list will show the Employee's seniority, name and job classification. Any objection to the posted seniority list must be filed, in writing, within 10 days of posting after which it will be final.

ARTICLE 10 – TOUR WORKERS (defined as Engineers and Operating Assistant)

10.01 a) Tour workers are Employees who are assigned jobs which are scheduled on a regular rotating shift schedule. The shift schedule for Tour workers is attached as Schedule "C". The normal shift starting times for Tour workers shall be 5:30am to 5:30pm.

(b) Schedules for upcoming tour will be posted no later than seven (7) days prior to the commencement of the tour.

10.02 The Employer recognizes the principle of a paid rest period, including lunch, and will make it available to Tour workers. With respect to any rest period, Employees shall continue all necessary supervision of machinery and maintenance of service but shall not be required to do any work that can reasonably be postponed.

10.03 Employees on shift will not cease work until properly relieved, without the authorization of their shift engineer.

10.04 The parties will discuss the possibility of scheduling Employees to day work for the purpose of preserving work during prolonged shutdowns. Seniority shall govern.

10.05 Employees with the required qualifications may be allowed mutual shift trades with proper documentation approved by the Employer and provided the trade does not result in extra cost to the Employer.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Leave of absence with pay may be granted by the Employer, at the Employer's sole discretion, for education training or re-training or for other approved reasons. Employees on such approved leave of absence will maintain and accumulate seniority and shall be continued on the seniority roster for any approved period. Additional leaves of absence with pay and with the accumulation of additional seniority may be granted subject to agreement between the Employer and the Union.

11.02 Leave of absence without pay but with the maintenance and accumulation of seniority may be granted to Employees for periods of less than twenty (20) days per year for the purpose of attending official Union business, not to exceed two hundred and forty (240) hours each year. The Union agrees that sufficient notice to satisfy the Employer's operating conditions will be given before leaves will be approved. Leaves will be granted subject to operating requirements being met.

11.03 Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and recognized Statutory Holidays, but will not be counted as hours worked for the purpose of computing overtime.

11.04 Upon written request the Employer may grant a leave of absence without pay to Employees for legitimate personal reasons. The Employee must renew in writing such a leave of absence at the end of each thirty (30) day period. Leave of absence shall not be granted to an Employee for the purpose of working elsewhere.

- 11.05 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 11.06 An Employee called for Jury Duty or as a Crown Witness shall absent himself from his work only to such reasonable extent as will allow him to carry out his duties. Such an Employee will be paid the difference between his standard scheduled hours times his normal rate and the pay received for such Jury Duty or as a Crown Witness, as certified in writing by the County Sheriff's Office or the appropriate authority for issuing such certification.
- 11.07 Bereavement Leave: Up to seven days leave of absence with max pay of 40 hours for death of an Employee's spouse, children, mother and father and a max pay of 24 hours for death of an Employees , father in law, mother in law , brother, sister, grandparents, son-in-law, daughter-in-law, sister-in-law, brothers-in-law. It is understood that for the purpose of this Article, step-parents, step-children, and step-siblings will be considered the same as blood relatives.
- Claims for bereavement pay must be submitted in writing and must include proof of bereavement.
- 11.08 When an employee is off on any Statutory leaves, the Employee will continue to receive the benefit plan except for the Employee Short Term Disability Income Benefits Plan.

ARTICLE 12 – OVERTIME, HOURS OF WORK AND SPECIAL PAY

- 12.01 Employees will receive one and a half (1 1/2) times their hourly rate:
- (a) For all hours worked on a recognized Statutory Holiday in addition to the Holiday Pay
 - (b) For all hours worked on their scheduled days off;
 - (c) For all hours worked on a regular workday outside their regularly scheduled shifts, except for mutual shift trades agreed upon which shall be worked at the straight time rate;
 - (d) For any hours worked over 44 hours, in a week
 - (e) For all hours worked on a call out;
- 12.02 Opportunities for overtime shall be distributed as equitably as possible among the bargaining unit members who are qualified to perform the work
- 12.03 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 12.04 Employees required by the Employer to stay past the end of their regularly scheduled shift and do not have their own transportation available will be provided transportation to their residence in Hornepayne.

- 12.05 Call out is defined as when an employee is required to work outside their regularly scheduled hours of work and less than twenty-four (24) hours' notice of the work is given. Call out work will be paid at the applicable overtime rate with an additional four (4) hours at the employee's straight time rate.
- 12.06 If no work of any kind is available, on the first day of the Employee's tour, the Employer will pay an Employee who drove from their primary residence out of town a full day's pay when less than 12 hours notice was given not to report.
- 12.07 An Employee reporting for work at his regular starting time shall be guaranteed four (4) hours of work, either in his own department or in whatever department the Employer directs him to, and if the Employer has no work for him, **or the employee attempts to report for work and the highway is closed for the first scheduled shift of tour**, four (4) hours straight time pay, provided that this shall not apply:
- (a) When he has been notified not to report more than two (2) hours before they were to be at work;
 - (b) When lack of work is due to a labour dispute or to other circumstances beyond the Employer's reasonable control; or
 - (c) In the case of an Employee returning to work after an absence, if the Employee has not notified the Employer of his intention to return to work, nor if his return to work is not in accordance with the Employer's instructions.
- 12.08 If an Employee's shift schedule is changed by the Employer, they shall be paid at the applicable overtime rate for the first shift of the new schedule. This does not apply if a minimum of seven (7) calendar days notice is given. No employee shall receive a reduction in regular scheduled hours per pay period as a result of a change in shift schedule.
- 12.09 Tour workers shall receive a shift differential payment of **\$0.75/hr** when they are required to work between **5:30 p.m. and 5:30 a.m.**
- 12.10 The Employer shall pay the Employees a \$20.00 meal premium after working 2 (two) hours following the completion of his normally scheduled shift and a further \$20.00 meal premium after 4 (four) hours thereafter unless the Employee has been provided with twenty four (24) hours' notice.

ARTICLE 13 – WAGES

- 13.01 The wage scale for the term of this Collective Agreement is attached as Schedule "A" and forms part of the Collective Agreement. Any new classification will become part of Schedule "A".
- 13.02 When an Employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate for the higher paying position for all hours worked in that position. This will not apply to Employees receiving training in a higher paying classification.
- 13.03 An Employee temporarily assigned to work in a lower classification will be paid their regular rate of pay.

- 13.04 In the event a new classification is established which is not covered under Schedule "A", the rate for such classification shall be determined by the Employer. If the Union is not in agreement with the rate assigned to the job, the matter shall become subject to the Grievance procedure, commencing at Step 2 of Article 7.02 within thirty (30) days to determine what rate is appropriate for the classification. Failure to agree or the reference to arbitration shall in no event preclude or delay the Employer from placing the necessary equipment in operation as above provided.
- 13.05 The Employer will provide an itemized statement of wages including hours, rate of pay and specified deductions. The Employer will ensure that each Employee's net pay shall be deposited into the Employee's financial institution by direct deposit no later than six (6) days after the end of the pay period provided the Employee has submitted the necessary time sheets for the pay period in question. If the payroll system fails, the Employer shall make every reasonable effort to ensure the Employee's paycheques are available on payday.
- 13.06 Training opportunities will be provided to Employees with consideration being given to the Employees' wishes, seniority, and the efficient operation of the plant. **The Company will make every reasonable effort to provide the required training and recertification to perform the work as soon as practicable. The Company will also make every reasonable effort to ensure such training is kept current. Any delays will be communicated to the local president for input.**

ARTICLE 14 – STATUTORY HOLIDAYS

- 14.01 The following shall be the recognized Statutory Holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Christmas Day	Thanksgiving Day
Boxing Day	Remembrance Day

An Employee who is scheduled to work on a paid Statutory Holiday shall receive one and one-half times his basic hourly wage rate for all hours worked on the paid Statutory Holiday, in addition to the normal holiday pay.

The Employer will pay double time the Employee's basic wage rate for all hours worked on Christmas Day.

- 14.02 An Employee who fails to work on a Statutory Holiday, without just reason, will not be paid for the Statutory Holiday. An Employee who is absent without permission or justifiable reason, on either the scheduled day before or the scheduled day following the Statutory Holiday will not be paid for the Statutory Holiday.
- 14.03 When a Statutory Holiday occurs on an Employee's regularly scheduled day off, they shall receive a Holiday Allowance at their regular straight time rate for **twelve (12) hours**.
- 14.04 Employees will be entitled to four (4) paid floating holidays (12 hours) in each

calendar year provided they have completed their probationary period. These holidays shall be taken, on a day which the Employee would normally have been scheduled to work within the calendar year at a time mutually agreed upon between the Employee and the Employer.

The floating Holidays must be taken within the calendar year (Jan. 1st to Dec.31st) of entitlement; if not the floating Holidays will be paid out on December 15th at the end of that year at the Employee's regular hourly rate.

- 14.05 Should any applicable government legislate/implement paid leave days (for example: paid emergency leave (PEL) days in Bill 148), the parties agree that any Floating Holidays shall be used as these paid days first.

ARTICLE 15 – VACATIONS

- 15.01 Employees will be entitled to the following vacation

Employees with	Shall receive
1 – 3 years of service	14 days (2 cycles) 4% pay
4 – 7 years	14 days (2 cycles) 6% pay
8 years or more	21 days (3 cycles) 8% pay

- 15.02 Vacation pay shall be based on total gross earnings received from the Employer for all work done by the Employee in the preceding calendar year; this amount is to be paid on each day the holiday is taken, **the pay will be evenly distributed between the days off.** Vacation period will be from Jan 1st till December 31st of each year.

If an Employee terminates his employment with the Employer or is terminated by the Employer for any reason including retirement, or dies, he or his estate shall be entitled, after having completed one or more years of service, shall receive vacation pay for any accrued vacation period which he has not taken at the rate of 4%, 6%, or 8%, as the case may be, of his earnings for all work performed by him for the Employer during the said period.

Should the Employer refuse to grant entitled vacation during the vacation year to an Employee, or the Employee has any remaining holiday pay; the Employer will pay the unused vacation pay to such Employee, at the end of each calendar year.

- 15.03 Scheduling of vacations. All priority vacation scheduling must be requested, in writing, by February 15 of each year. The Employer will award vacation entitlement, 7 working days at a time, in order of seniority and subject to business operations of the Employer. Once each Employee who has submitted a request in writing has been awarded their 7 working days, additional days will be scheduled once again in seniority order until all requests have been scheduled. The Employer will post the vacation schedule by no later than March 5 of each year. Any unscheduled vacation days remaining after the vacation schedule is posted, will be given on a first come first serve basis.

- 15.04 Vacation pay is accrued from the previous year and will be paid out in the current year when it is taken. Unused vacation will be paid out at the end of the year.

ARTICLE 16 – JOB SECURITY

- 16.01 The parties to this Agreement recognize that change and improvement in the methods, processes and means of manufacturing is desirable and shall, therefore, be encouraged. However, the parties also recognize that such substantial changes and improvements can have a far-reaching effect on the job status of Employees. This shall not apply to lay-offs as a result of shut down or economic conditions.

For the purpose of this Agreement, Technological Change shall mean a significant change in the methods, means and processes of manufacturing which will result in a significant effect on the job status of Employees.

In the event of such technological changes, the parties to this Agreement agree to proceed on the following basis:

a) As far in advance as is reasonable before the introduction of technological change, the Employer will meet with the Union Committee and provide the Committee with data regarding the process change.

b) In the event that such changes are introduced, Management shall, in consultation with the Union and subject to the provisions of this Agreement, allow reasonable training opportunity for Employees whose jobs, as a direct result, may be affected, in order that such Employees may have an opportunity to become qualified for another Bargaining Unit job.

- 16.02 If such action will result in the termination or layoff of any Employee, the Employer shall notify the Local Union in writing and provide the reasons of:

- The nature of the technological change;
- The effective date of the change;
- The approximate number of Employees to be affected by the change.

- 16.03 Employees affected by any termination, without cause or a permanent layoff, and choose to take the severance will receive 1.5 weeks' pay for every year of continuous service up to the date of termination computed on the basis of 42 straight time hours per week at the Employee's regular rate of pay to a maximum of 30 weeks.

ARTICLE 17 – HEALTH & SAFETY

The purpose of this Article is to assist in promoting safe and healthful working conditions and procedures, and to encourage Employees to adopt and follow sound health and safety procedures in the performance of their work.

- 17.01 Duties

- a) The Employer shall institute and maintain all reasonable precautions for a safe and healthy workplace.

- b) Employees shall be required to wear proper apparel to ensure their own safety while working.
- c) The Union recognizes its responsibilities to urge Employees to cooperate with the Employer on all safety matters and observe safety rules.
- d) Both the Employer and the Union recognize that a healthful and safe work environment and safe work practices are essential to the well-being of Employees and for the efficient operation of the Plant.

17.02 Joint Health & Safety Committee

- a) A Joint Health and Safety Committee shall be established which is composed of two Employer members and two union members chosen by the union, one of which shall be certified, the training of the certified member shall be paid for by the Employer. At no time shall the number of Employer members be allowed to outnumber the amount of union members.

The Union committee members will be elected by the Union and serve a three (3) year term in accordance with Local 598 Union By Laws.

One co-chair of the committee shall be a union member and the other shall be a Employer member. Each will take turns chairing the meetings.

The union co-chair or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector out of earshot of any other person.

- b) Without limiting the generality of the foregoing, the committee shall:
 - i) Perform Safety inspections at least once a quarter, and as mutually agreed by the parties. These inspections shall be made of all places of employment at least once a year
 - ii) Hold meetings at least once a quarter, and as mutually agreed by the parties for the review of inspections and of corrective actions also review reports of current accidents, occupational diseases and injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.
 - iii) Record the minutes of the meetings which shall be signed by the co-chairs, and distributed to the committee members, posted on the bulletin boards and sent to the local union.
 - iv) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
 - v) The union health and safety committee shall meet without Employer representatives for at least one hour prior to the committee meeting

- vi) The committee shall conduct a workplace hazard assessment. The purpose of the assessment is to determine the specific hazards of the workplace and to determine the additional training needs of the committee members and the general workforce. Upon completion of the assessment, the committee shall decide what training is necessary. The Employer agrees to pay the associated costs.

17.03 Right to Refuse:

- a) Employees will not be expected to operate with unsafe equipment or unsafe working conditions. Employees are expected to immediately report any unsafe equipment or conditions. An Employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline, this work may then be reassigned to another Employee provided that they are advised of the refusal and the reasons provided and can decide if they will accept or refuse the work.
- b) No Employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the act or the regulations.

17.04 Accident and Incident Inspections

The Committee will actively participate in safety and accident investigations.

17.05 Education and Training

- a) No Employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. At least two Employees per shift will be trained in standard first aid.
- b) During the life of the agreement, the union members of the committee shall be allowed one week of unpaid leave per year to attend courses or conferences given by or chosen by the union. Such request will not be unreasonably denied.
- c) Where the Employer requires an Employee to attend any in-service program or any mandatory training during the Employee's regularly scheduled working hours, the Employee shall suffer no loss of regular pay for scheduled working hours missed. Where practicable, the Employer will provide Employees with access to a computer where the training is on-line and time during their regularly scheduled hours of work to attend such mandatory training and mandatory in-services. When an Employee is required by the Employer to attend in-services including online education outside their regularly scheduled working hours, and the Employee does attend same, the Employee shall be paid for all time spent on such attendance at their regular straight time rate of pay.

17.06 The Employer shall supply the following personal protective clothing and equipment.

- 1. Safety hat and hat liners (summer and winter)
- 2. Gloves, leather and rubber (summer and winter)

3. Aprons
4. Glasses (safety)
5. Face shield
6. Ear plugs and/or muffs
7. Face mask for dust, etc.
8. Rubber boots when required
9. The Employer agrees to reimburse (with proof of purchase) an Employee for one pair of prescription safety glasses per Employee every other year unless the glasses are broken or rendered non-repairable because of an incident in the plant.

ARTICE 18 – HEALTH & WELFARE

18.01 The Employer will provide a Group Benefit Plan, and shall ensure the payment of the premiums of the following Plans in order for Employees covered by this Agreement to receive the benefits of such Plans, all subject to and in accordance with the terms and conditions as set out in this Article, in any insurance policy issued in respect thereof and in the Plan or Program itself or any successor thereof. The benefit coverage in effect on the date of this agreement will remain in effect unless amended by agreement between the Employer and the Union.

I. Dental Care Benefits

Covered expenses will not exceed customary charges

Payment Basis

The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered.

Deductible

Nil

Reimburse Levels

Basic Coverage

100%

Major Coverage

55%

Orthodontic Coverage

50%

Accidental dental injury coverage 100%

Plan Maximums

Basic Treatment

Unlimited

Major Treatment

\$1500 each calendar year

Orthodontic Treatment

\$1200 lifetime

Accidental dental injury treatment Unlimited

No age limit

II. Healthcare

Covered expenses will not exceed customary charges

Deductibles

In-Canada Prescriptions

Drug expenses

\$0.35 per prescription

All other expenses

Nil

Reimbursement level

100%

Basic expense maximums

Hospital	Semi private room
In-Canada Prescription Drugs	Included
Dispensing Fee Limit	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$15.75
Lifetime healthcare maximum	Unlimited
No age limit	

- III. Employee Life Insurance Plan (\$50,000 reducing by 50% at age 65)
- IV. Employee Accidental Death and Dismemberment Plan (\$50,000)
- V. Vision Care Plan (\$250.00/every 24 months)
- VI. Emergency out of province/Country Medical Care Benefit Plan

"The Employer will also provide a short term disability plan that will allow for two weeks Employer paid leave with a three day waiting period, upon justification or medical certificate or first day if hospitalization is involved."

- 18.02 All medical forms/reports/certificate renewals required for the job requested by the Employer will be reimbursed with proof of purchase.
- 18.03 **The Employer agrees to pay 100% of premium costs of benefit plan.**
- 18.04 A summary booklet of the plan will be provided to Employees.
- 18.05 The Employer may at any time substitute another carrier for any plan referred to in this Article provided that the benefits covered are not decreased. Notice of such substitution shall be given to the Union as soon as reasonably possible.

ARTICLE 19 – GENERAL ALLOWANCES AND PROVISIONS

- 19.01 The Employer agrees to provide Employees with necessary time off without loss of regular earnings to complete exams associated with the acquiring of Power Engineer tickets. The Employer will reimburse the full annual cost for license renewal for the Power Engineer, Class I, II, III and IV. Furthermore, the Employer will agree to reimburse 100% of the tuition/book expenses incurred by Employees consistent with an upgrade certification effort requiring the passing of a provincial exam with the understanding that the reimbursement is contingent upon successful completion of the examination, if such books are not available on loan by the Employer. If the Employee quits within two years of such reimbursement, the Employee agrees to reimburse the Employer of such payment from his last pay. This shall not apply if the Employee is laid off, is terminated or retires.
- 19.02 **The Company will pay an allowance of two hundred \$200.00 to each employee, each year, as compensation for safety boots. This allowance to be included on the first pay of February each year.**

- The purchase of one (1) or more pairs of CSA approved safety footwear that comply with site requirements;
 - A calendar year is defined as January 1st through December 31st of each year.
 - Any Employee who holds the job position of Operating Assistant is eligible for a reimbursement to a maximum of \$200 for winter boots, and \$200 for winter coveralls, as required. Employees will only be reimbursed with proof of purchase of CSA approved wear that also comply with site requirements.
 - Employees are required to return damaged or worn out coveralls and/or any boots for replacement prior to reimbursement.
- 19.03 The Employer will pay a living allowance of Five Hundred dollars (\$500.00) monthly, as of the date of ratification, for all Employees covered by this Collective Agreement that are holding a valid 2nd or 3rd Class Power Engineer Certificate.
- 19.04 The Employer agrees to provide the Union with copies of the job descriptions as soon as possible. The Employer further agrees to meet with the Union, if necessary, to discuss any concerns regarding the job descriptions.
- 19.05 The job descriptions shall provide an outline of the duties and responsibilities of Employees in each respective classification and shall not be construed, as an all-inclusive list of duties and responsibilities and it is further understood that Employees may be required to perform functions, which are not specifically expressed in the job descriptions.
- 19.06 If, during the life of this Agreement, a significant change in job content occurs in any job classification, in the attached Wage Schedule, The parties agree to do a job evaluation to determine if the rate needs to be adjusted. Upon failure to reach agreement, the matter shall become subject to the Grievance procedure, commencing at Step 2 of Article 7.02.

ARTICLE 20 – PENSION

- 20.01 The Employer agrees to provide a Defined Contribution Pension Plan (the "DC Plan"). The DC Plan will provide a basic Employer contribution of **3%** of Pensionable Earnings. Members will have the opportunity to make voluntary tax deductible contributions and the Employer will match up to an additional **4%** of the pensionable earning.

All Employees shall participate in the Pension Plan.

Members cannot redeem any assets until:

- * Attainment of age 55 and retirement
- * Termination of employment
- * Death
- * Permanent disability

Upon early retirement and up to age 65, an Employee shall receive the benefits of the drug plan, life insurance and extended health care plan if the Employee agrees to pay the annual premium, payable in one lump sum at the beginning of each year.

ARTICLE 21- DISABLED EMPLOYEES

21.01 In the event of an Employee sustaining injuries at work or away from work or becoming affected by occupational disease during the course of his employment and becoming disabled as a result, every effort shall be made by the Employer to give such Employee with suitable employment as is available and within the Employer's Duty to Accommodate under the Ontario Human Right Code.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer will provide bulletin board space in the Employee locker room and at the control room for the purpose of posting notices regarding meetings and other matters restricted to Union activity. The Employer shall ensure that such bulletin boards can be locked and be accessible only to Union officials.

ARTICLE 23 - PRINTING OF AGREEMENT

23.01 The Employer and Union desire every Employee to be familiar with provisions of this Agreement and its rights and duties under it, the Employer will print and provide copies of the Collective Bargaining Agreement to each Employee.

ARTICLE 24 - TERMS OF AGREEMENT

24.01 The parties agree this Collective Agreement shall be in effect until Sept 30, 2028.

24.02 This Agreement shall remain in full force and effect from year to year thereafter unless either party gives notice, in writing, at any time not earlier than four (4) months and not later than thirty (30) days immediately preceding the date of expiry of its desire to amend or terminate this Agreement or enter into negotiations for the purpose of amending the Agreement. If notice to terminate or amend is given under this provision, the parties will meet within fourteen (14) days after the date of notice to negotiate and attempt to reach a new agreement prior to the termination of the Agreement.

In witness whereof, the below signing individuals of behalf of the respective parties have cause this agreement to be executed this 1 day of October, 2023.

Hornepayne Power Inc.






**Sudbury Mine, Mill & Smelter
Workers Union, Local 698/Unifor**






SCHEDULE "A"

CLASSIFICATION AND WAGE SCHEDULE

CLASSIFICATIONS	October 1st, 2023	October 1st, 2024	October 1st, 2025
OPERATIONS			
Shift Engineer (2 nd class power engineer certificate)	\$42.92	\$44.42	\$45.98
Shift Engineer (3 rd class power engineer certificate)	\$38.60	\$39.95	\$41.35
Shift Engineer (4 th class power engineer certificate)	\$32.36	\$33.49	\$34.66
Operating Assistant	\$31.02	\$32.11	\$33.23

Work Rotation Schedule

Year 2015	Month 1	Shift Schedule Shift 1 Shift 2 OFF 7 0 7	Pay Days Period 14 days Starting 15/01/2014
Start Day 1 1:Sun, 2:Mon		Pattern 7 0 7	Starting 01/01/2014

2015

Work Rotation Schedule

	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M								
January 2015								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Crew A/C																																						
Crew B/D																																						
February 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28										
Crew A/C																																						
Crew B/D																																						
March 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
Crew A/C																																						
Crew B/D																																						
April 2015																																						
Crew A/C																																						
Crew B/D																																						
May 2015																																						
Crew A/C																																						
Crew B/D																																						
June 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
Crew A/C																																						
Crew B/D																																						
July 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
Crew A/C																																						
Crew B/D																																						
August 2015																																						
Crew A/C																																						
Crew B/D																																						
September 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
Crew A/C																																						
Crew B/D																																						
October 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
Crew A/C																																						
Crew B/D																																						
November 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
Crew A/C																																						
Crew B/D																																						
December 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
Crew A/C																																						
Crew B/D																																						

It is agreed that each crew shall consist of no less than one (1) 2nd class (or equivalent) Shift Engineer and Two (2) 3rd class (or equivalent) Assistant Shift engineers. In addition, one (1) Operator Assistant shall be maintained on dayshift for A/C crews following their scheduled rotation and One (1) Operator Assistant shall be maintained on dayshift for B/D crews following their scheduled rotation. The Operator Assistant, along with other duties, shall be utilized to provide scheduled coverage for vacations, sick leave, vacancies and extended absences for their crews on their schedule rotation. The Operating Assistants shall not be required to change schedule rotation as a part of this agreement and the Employer is not required to fill the Operator Assistant position when the Operator Assistant is providing coverage on their crews. When covering for vacancies or absences on shift as above, employees will receive a maximum of One (1) salary class higher than their current salary class.

LETTER OF UNDERSTANDING # 1

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the "Employer")**

- and -

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. The Employer further agrees to pay into a special fund an additional amount of one cent (\$.01) per hour for all compensated hours to provide for a Unifor Solidarity Fund program.

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

115 Gordon Baker Road
Toronto On.
M2H 0A8

The Employer shall approve Education Leave for the members of the bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:

FOR THE UNION:





LETTER OF UNDERSTANDING # 2

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the "Employer")**

- and -

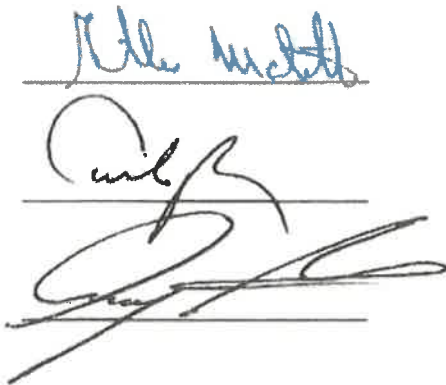
**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Employee Assistance Program (EAP)

The Employer and the Union share a deep concern about the problems which exist in our society today. Therefore, the Employer agrees to provide Professional EAP services through a 3rd Party provider. The telephone number for the program will be posted on the Employer Bulletin Board accessible to all Employees.

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:



FOR THE UNION:



LETTER OF UNDERSTANDING # 3

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the " Employer ")**

- and -

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Operating Assistant

If the Ash Plant is automated during the course of the 2023-2026 Collective Agreement, the current Operating Assistant workers will not be laid off as a result of such automation.

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:

Kell Mitchell
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
Mike Grant
Secy

LETTER OF UNDERSTANDING # 4

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the "Employer ")**

- and -

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Tradesperson

The Employer agrees that if any tradesperson is hired full time that they will be covered under this collective agreement and a rate of pay will be jointly agreed to and inserted in Schedule "A". Until that time the Union agrees the Employer may use a tradesperson from one of it's other related facilities. That tradesperson will most likely be a member of the Steelworkers Union.

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:

Killer McCall
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
Mike Dato
Secy

LETTER OF UNDERSTANDING # 5

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the "Employer")**

- and -

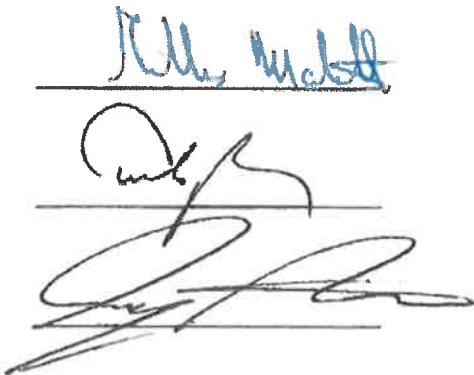
**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Janitorial Service

The Employer has a responsibility to ensure that all lunchrooms and eating areas are kept sanitary, clean, and dry. The Union agrees that in the event that the Employer requires the use of janitorial personnel from the Mill to clean the workplace that they will not be covered under this Collective Agreement.

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:



FOR THE UNION:



LETTER OF UNDERSTANDING # 6

Between:

**HORNEPAYNE POWER INC.
(hereinafter called the "Employer")**

- and -

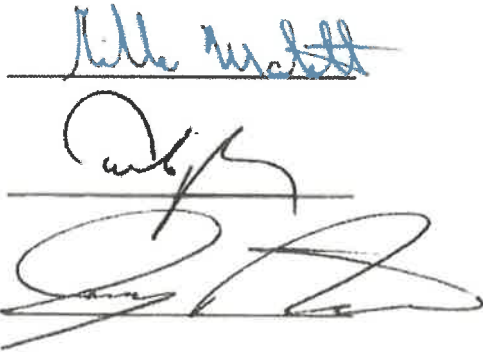
**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Truth and Reconciliation Day

The union and the employer agree on the importance of Truth and Reconciliation on September 30th. The Union and the employer agree to work together to provide information and education to Hornepayne Power employees about Truth and Reconciliation. The employer agrees to participate with the Union when it come to Truth and Reconciliation in a effort to recognize the importance of the day

SIGNED AND DATED at Sudbury, this 1 day of October, 2023.

FOR THE Employer:



FOR THE UNION:

