

COLLECTIVE AGREEMENT BETWEEN:

**NORTHLAND POWER INC  
KIRKLAND LAKE POWER CORP**

(Hereinafter called the "Company")

-and-

**UNITED STEELWORKERS, LOCAL 2020**

(hereinafter called the "Union")

March 1, 2026 to February 28, 2029

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## **ARTICLE 1 - PURPOSE**

1.01 It is the purpose and intent of the Company and the Union in making this Agreement to develop, maintain and improve relationships between the Company, the Union and the employees represented by the Union, by setting forth herein terms of agreement relating to rates of pay, hours of work and conditions of employment and to provide for the prompt and equitable adjustment of disputes.

The mutual interest of the Company, the Union, and the employees include maintenance and improvement of both the quality and quantity of service to our customer so that we may keep and improve our competitive position recognizing that such improvement has been the constant basis of greater stability of employment, creation of new employment, and increased individual and general living standards.

Attaining these goals requires steady increases in production capacity and depends not only on the total output of electricity, but also on the output of the individual employee.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees of Northland Power Inc. at the Kirkland Lake Power Corporation, in the Town of Kirkland Lake, save and except supervisors, persons above the rank of supervisor, office and clerical employees, temporary employees and students employed during the school vacation period.

2.02 The word "employee" or "employees" wherever used in the Agreement shall mean only such employees as are included in the above defined bargaining unit.

2.03 A person employed by the Company who is not in the bargaining unit shall not perform work that is normally done by an employee, except:

(a) In cases where the Company has made an effort to secure a qualified employee and no qualified employee is readily available to do such work, or;

(b) In cases of emergency where a qualified employee is not immediately available in the plant, or;

- (c) When the safety or security of an employee or property is involved, or;
- (d) For purposes of instruction of an employee, or;
- (e) The inspection of equipment or process, or;
- (f) For experimentation or research.

2.04 For the purposes of 2.03 (a) above, the Company will establish a list on which an employee may designate that they are available to be called into work. The Company shall call qualified employees on the list if work is required for one (1) or more hours. Except as provided in (a) below, qualified employees on such list will be called in order of seniority, with the most senior being called first. In the event that the Company is unable to personally contact and speak with the employee, such employee will be bypassed and the Company will continue to contact the remaining employees in order of seniority on the list.

- (a) An employee will have their name placed at the bottom of the list of employees on the list for purposes of future calls if they are personally contacted and:
  - (i) decides not to come into work; or
  - (ii) comes in and works for one (1) or more hours.
- (b) An employee may delete their name from the list by advising their supervisor and the Company will not subsequently call them.
- (c) When a new employee is added to the overtime allocation list, the new employee will have their overtime hours listed the same as the maximum hours of any bargaining unit member.
- (d) The Employer will endeavor to update and post an overtime list in the lunchroom and control room every Monday following the pay period.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 The parties agree that there shall be no discrimination within the meaning of the Human Rights Code against any employee by reason of race, creed, colour, age, sex, nationality, ancestry or place of origin, marital status, disability, sexual orientation, political affiliation or activity, or place of residence.
- 3.02 The Company further agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.
- 3.03 The Union agrees there shall be no Union activity on the Company's premises by any employee except as expressly authorized by this Agreement or as such activity may be approved by the Company upon written request of the Union.
- 3.04 The Company shall provide a locked bulletin board in the lunchroom for the purpose of posting notices regarding legitimate Union matters which have been approved by the Company prior to posting and signed and posted by officers of the Union who shall have a key to the bulletin board. No bills, bulletins, newspapers, handbills or other documents shall be posted or distributed in or about the Company premises by the Union or by any employee except as permitted by the Company. Permission shall not be unreasonably withheld.
- 3.05 The parties recognize the importance of communication and dialogue during the term of this Agreement with respect to matters of mutual concern which are not provided for by specific provisions in this Agreement. Either party may request from time to time the holding of a meeting at a mutually convenient date and time. It is understood that any such meeting is not intended to replace or interfere with the normal Collective Bargaining Agreement or the resolution of disputes as provided hereinafter. Such matters as technological change, business performance and prospects, etc., may be the subject of discussion. At least one week in advance of a scheduled meeting, the Company and the Union will send to the other a list of the matters to be discussed and the combined list of such matters will constitute the agenda for the meeting. The Union will be represented at such meeting by three (3) employees of the local union executive and, if requested, a Union District Staff Representative. Senior management of the Company, up to four (4) persons, may attend. The Company will pay each such employee of the local union an allowance for time lost from work while attending such meeting up to a maximum of two (2) hours at their regular straight time rate of pay of the employee's job.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The management of the plant and the direction of the working forces, including the right to direct, plan and control plant operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge an employee for just cause, or to release an employee because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and the right to make and alter from time to time reasonable rules and regulations to be observed by an employee and to manage the plant in the traditional manner is vested exclusively in the Company, subject only to the express provisions of this Agreement.

## **ARTICLE 5 - STRIKES AND LOCKOUT**

- 5.01 The Union agrees there shall be no strikes and the Company agrees there shall be no lockouts so long as this agreement continues to operate during the term of the collective agreement. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from their pay bi-weekly. All employees shall become and remain members of the Union as a condition of employment.
- 6.02 All dues, initiation fees and assessments shall be remitted to the Union for with and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station Toronto, Ontario, M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 6.03 The Remittance and the R115 Form shall be accompanied by a statement containing the following information:

- i. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- ii. A list of names of all employees from whom no deductions have been made and the reasons why;
- iii. This information shall be sent to both the Union addresses identified in Article 6.02 above, in such form shall be directed by the Union to the Company.

6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

6.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

#### **ARTICLE 7 - UNION REPRESENTATION**

7.01 The Union shall be entitled to have employees elect or otherwise select up to three (3) Stewards.

7.02 The Union shall have employees elect or otherwise select a Unit President of the plant local Union, who, together with one of the Stewards referred to in clause 7.01, shall constitute the plant Grievance Committee. The Steward appointed to the Grievance Committee may be changed from time to time as determined by the Unit President, provided that not more than two (2) Union plant officials are in attendance at a meeting with the Company at any given time.

7.03 Each Steward and Plant Chairperson shall have completed the probationary period as hereinafter provided prior to their election or selection.

7.04 The Union will advise the Company of the names of the employees referred to in 7.01 and 7.02 and any changes thereto.

7.05 The duties of the Stewards and the members of the Grievance Committee shall be to assist in the adjustment of disputes in accordance with the terms of this Agreement. The members of the Grievance Committee shall be given time off without pay, except as provided in clause 7.06, to attend scheduled meetings with the Company, providing that such meetings are arranged in advance with the Company.

- 7.06 Each member of the Grievance Committee will be paid an allowance for the time lost from work while attending meetings with the Company, up to a maximum of three (3) hours per month. Such allowance will be calculated on the basis of the employee's straight time basic rate of pay. Any such allowance time paid will not be counted as time worked for any purpose of this Agreement.
- a. The Company agrees to compensate members of the Union Committee for hours asked to stay over their regular scheduled shifts and all other meetings scheduled by the Company. The Union Committee shall consist of two employees and one alternate representative as described in clause 7.01.
- 7.07 A Steward or Unit President shall first obtain the permission of their supervisor before leaving their work. Such permission shall not be unreasonably withheld.
- 7.08 A Union International Staff Representative will be allowed to attend scheduled meetings with the Company, provided that the Company is notified of their attendance in advance of the meeting.
- 7.09 The Union Chairman will be given the opportunity to meet with new employees in the bargaining unit within the first 14 days of employment and will be scheduled to a maximum of 30 minutes as part of the onboarding process. Neither employee shall suffer any loss of pay and this meeting shall take place in the Company Conference room. This meeting shall be held during regular working hours.
- 7.10 The Union may keep a lockable filing cabinet on site in the control room for the purpose of filing and organization. The filing cabinet will be considered property of the United Steelworkers.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 8.01. Any complaint relating to the interpretation, application, administration or alleged violation of any provision of this Agreement shall be dealt with in the following manner so as to attempt to expeditiously resolve the alleged complaint.

### **8.02. STEP ONE**

An employee who believes they have a complaint may, directly or with a Steward present as they elect, verbally discuss the complaint with their immediate Supervisor in an attempt to resolve the matter. The supervisor shall, within four (4)

days of the complaint being discussed with them, give the employee their verbal decision with respect to the complaint.

**8.03. STEP TWO**

If the employee is not satisfied with the verbal decision, they may file a written grievance on the approved grievance form. The grievance must be filed within five (5) days of the date of the Supervisor's decision at Step One. The grievance will be filed with the designated Management person who is responsible for Employee Relations coordination, who shall arrange to hold a meeting with the Union Grievance Committee within five (5) days. The griever may be present at this meeting if requested by either party. The Management person shall, within five (5) days following such meeting, send their written answer to the grievance to the Union Grievance Committee. If the employee is not satisfied that the grievance has been satisfactorily settled, they may appeal the grievance to Step Three.

**8.04. STEP THREE**

The written appeal of the grievance must within five (5) days of the date of the written answer at Step Two be submitted to the Plant Manager, who shall arrange to hold a meeting with the Union Grievance Committee within five (5) days. The Plant Manager shall, within five (5) days following such meeting, send their written answer to the grievance to the Union Grievance Committee.

8.05. A written grievance shall specify, when it is originally filed and processed, particulars of the alleged complaint and the remedy being sought. The parties will establish an appropriate grievance form to be used in the Grievance Procedure.

8.06. For the purposes of this Article 8, only the week days Monday to Friday inclusive shall be counted as a "day" or "days" except in the event that a plant holiday occurs on any such weekday, in which event such weekday shall not be counted in the week in which it occurs.

8.07. Except as provided in Clause 8.08, a grievance must be filed in writing within ten (10) days of the date of the incident giving rise to the grievance. A grievance, which is not filed within the specified time limits or processed in accordance with the time limits specified in this Article 8, shall not be considered further in the Grievance or Arbitration Procedure. Such time limits shall be considered mandatory. A grievance once processed at any step of the Grievance Procedure shall not be again considered except by way of appeal taken within the time limits provided. Notwithstanding the above, the time limits within which this Article 8 may be extended by mutual agreement in writing between the parties.

- 8.08. A claim by an employee that they have been discharged without just cause may be filed as a grievance in writing within five (5) days of the date of their discharge and such grievance will be processed beginning at Step Three of the Grievance Procedure. If such grievance is referred to Arbitration, the Arbitrator may:
- (a) confirm the Company's action, or;
  - (b) reinstate the employee with compensation for regular straight time lost from work (except for the amount of remuneration or compensation received from any other source during such period of time), or;
  - (c) decide on any other action they deem just and reasonable under the circumstances of the case.
- 8.09. An employee who is discharged by the Company without notice shall be given a reasonable opportunity to discuss their discharge with a Steward before leaving the Company premises, provided a Steward is available at such time.
- 8.10.
- (a) A copy of a written disciplinary report issued to an employee shall be sent to the Union.
  - (b) No derogatory notation placed against the record of an employee shall be used for the purpose of taking disciplinary action against them unless a copy of such notation has been given to them within five (5) working days after the occurrence of the act.
- 8.11. A written disciplinary report for absenteeism or lateness will be removed from an employee's record and not considered further, after a lapsed period of:
- (a) in the case of lateness, six (6) months, or
  - (b) in the case of absenteeism, six (6) months, or
  - (c) All other derogatory notations and/or written warnings pertaining to job performance other than those mentioned in (a) or (b) above, will be removed from an employee's file and not considered further after fifteen (15) months has elapsed.

8.12. A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the agreement can be originated under Step 3 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step 3 within five (5) calendar days, it may be submitted to arbitration in accordance with this Article. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee, which such employee could himself institute, and the regular grievance procedure shall not be thereby bypassed.

8.13. **ARBITRATION**

If a grievance has not been satisfactorily settled at Step Three of the Grievance Procedure, either party may submit such grievance to Arbitration, providing such grievance relates to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. If no written request for arbitration is received within Thirty (30) calendar days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.14. As of the commencement date of this Agreement, the parties have agreed to the following three (3) persons to act as single Arbitrators: Chris Albertyn, Russell Goodfellow and Janice Johnson.

The three above-named persons shall, in alphabetical order, constitute a panel of three (3) Arbitrators, who shall be selected in rotation to act as sole Arbitrator. Should an Arbitrator be unable to hear a grievance within sixty calendar days after the grievance has been referred to them, such Arbitrator will be passed over and the next person inline selected.

8.15. Should any of the Arbitrators on the selected panel withdraw or resign from the panel, the party who originally put forward their name shall submit a new list of three (3) names to the other party who shall select one (1) of the proposed, such person shall then be added in alphabetical order to the list to replace the person who has withdrawn and that selected Arbitrator will be selected in rotational order as their name occurs in the present rotational pattern.

8.16. The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions, or to give any decision

contrary to the expressed terms and provisions of this Agreement, or to award retroactive pay for a period in excess of thirty (30) calendar days immediately preceding the date the written grievance is first processed in the Grievance Procedure. The decision of the Arbitrator shall be final and binding on the parties hereto and upon any employee concerned.

- 8.17. Each of the parties hereto shall bear its own expenses with respect to any arbitration and shall each pay one-half of the cost of the Arbitrator.

## **ARTICLE 9 - SENIORITY**

- 9.01. An employee shall not have seniority and shall be considered a probationary employee until they have worked for the Company continuously as a permanent employee for five (5) months, following completion of which they shall have seniority from their last date of hire as a permanent employee immediately preceding completion of their probationary period. During such probationary period, the employee may be discharged for any reason and such discharge shall not be subject to the provisions of Article 8 and shall not be arbitrable. Seniority shall mean the length of continuous service an employee accumulates from the date of their last hire as a permanent employee immediately prior to completion of their probationary period as provided above.
- 9.02. It is agreed that in all cases of promotion, demotion, permanent lay-off and recall from lay-off, as specifically provided hereinafter in this Article 9, the employee who is senior in seniority shall be given preference over an employee(s) with less seniority, provided such senior employee is considered by the Company to be relatively equal to such less senior employee(s) in terms of qualifications, ability, knowledge and efficiency to perform the required work without further training. The Company shall not exercise its judgement in an arbitrary or discriminatory manner.
- a) In the event of a layoff, the Company shall layoff employees in reverse order of seniority of the bargaining unit within the job classification, providing that those employees who remain on the job have the qualifications and skill to perform the work. The Company will notify such employees two (2) weeks in advance and will schedule the layoff so as to coincide with the last workday in the employees' weekly work schedule.
  - b) Prior to issuing notice to layoff in any classification, the Company will offer early retirement allowances to a sufficient number of employees eligible for early retirement within the classification in order of seniority, to the extent that the maximum number of employees within the classification who elects early retirement is the equivalent to the number of employees within the

classification who would have otherwise received notice of layoff. The Company will meet with the Union prior to offering early retirement as outlined above. Unless otherwise agreed between the Company and the Union an employee who elects an early retirement option shall receive following completion of the last day of work, a retirement allowance of a minimum of two weeks (2) salary for each year of service, plus a prorated amount for any additional partial year of service.

- c) Voluntary Exit Option: If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Company will offer a voluntary early exit option in accordance with the following conditions: i) The Company will first make offers in within positions/classification where layoffs would otherwise occur. If more employees than are required are interested, the Company will make its decision based on seniority. ii) If insufficient employees in the position/classification affected accept the offer, the Company will then extend the offer to employees in the same position/classification in other positions. If more employees than are required are interested, the Company will make its decision based on seniority. iii) In no case will the Company approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work. iv) The number of voluntary early exit options the Company approves will not exceed the number of employees in that position/classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary exit option will be at the Company's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer. An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of a minimum of two weeks (2) salary for each year of service, plus a prorated amount for any additional partial year of service.

9.03. An employee shall lose their seniority and their employment shall be terminated for any of the following reasons if he:

- (a) voluntarily quits or elects to retire from the Company;
- (b) is discharged and not reinstated in accordance with the provisions of Article 8;
- (c) is permanently laid off for lack of work and not recalled and returned to work for a period exceeding the length of recall entitlement as follows:

**Seniority at Time  
of Lay-off**

**Length of Recall  
Entitlement**

Less than 24 months

Length of seniority at time of lay-off

24 months or more

2 years

- (d) is laid off and recalled by the Company to work and fails to advise the Company in three (3) days of their intention to return and fails to return to work within ten (10) days after notice in writing has been sent by the Company by registered mail to the address last recorded by the employee with the Company;
- (e) is absent from work for two (2) consecutive working days without explanation satisfactory to the Company or without notification to the Company, unless their failure to notify is explained to and accepted by the Company as soon as possible immediately following such two day period;
- (f) is absent from work without explanation satisfactory to the Company beyond the period of any leave of absence granted by the Company.

9.04. The Company, upon request of the Union but not more frequently than once per year, will supply to the Union a list of employees and their current addresses. Prior to supplying such list, the Company will post a notice on the bulletin board advising employees that anyone who objects to the Company providing the Union with their current address should submit a written objection within five (5) days of the date of the notice, in which event, the employee's address will not be included on the list provided to the Union.

9.05. The Company will post on the plant notice board a Seniority listing every six (6) months and copies of such list will be given to the Unit President at the time of posting.

9.06. In the event that a job vacancy occurs and is expected to be vacant for thirty (30) days or more, the Company will, as soon as it determines that the vacancy will be required for more than such thirty (30) days, post immediate notice of such vacancy for five (5) days (Monday to Friday), excluding weekend and plant holidays on the plant bulletin board and subject to clause 9.07 below:

- (a) The notice will specify the nature of the job, the qualifications and skill requirements and the rate of pay;
- (b) Any employee who wishes to apply for such job vacancy may do so in writing within such five (5) day (Monday to Friday), excluding weekends and plant holidays, posting period providing that in the event an employee is on scheduled time off at the time of the posting, may apply within two (2) days (Monday to Friday), excluding weekends and plant holidays, from their return to work from scheduled time off;
- (c) The vacancy will be filled by the Company from amongst the applicants for the job in accordance with the provisions of clause 9.02;
- (d) Subsequent vacancies which occur due to the appointment of the successful employee to the initial vacancy will be filled by the Company by assignment of an employee(s) in accordance with clause 9.02;
- (e) The employee appointed to fill the vacancy under (c) above will be transferred to such job as soon as practicable and shall be entitled to the rate of pay for such job as of the date they commence work on such job and no further job vacancies will be posted;
- (f) An employee appointed to a vacancy which is only temporarily vacant due to the absence of another employee for more than 30 days, will, upon the return to work of the absent employee, return to their former job;
- (g) The Company may, at its sole discretion, temporarily fill any vacancy which is expected to last for less than 30 days, or during the period that a job is posted as specified above, or during the period between an employee's appointment and the date they actually commence work on the job vacancy, as the case may be;
- (h) An employee appointed to fill a temporary vacancy due to the absence of another employee as provided in (f) above will be paid in accordance with the following:
  - (i) if the appointment is to any of the jobs of electrical/Instrument Technician; Maintenance Mechanic; Material Handler; or Stores, the employee will be paid at the Basic Level of such job until they have worked continuously on such job at least eight hundred and forty (840) hours of actual time worked and subject to the provisions of 9.02, such employee will then be paid at the

appropriate Intermediate Level of such job. In the event that such employee then continuously works on such job for an additional eight hundred and forty (840) hours of actual time worked and subject to the provisions of 9.02, they will then be paid at the Standard Level of such job;

- (ii) if the appointment is to the job of Shift Operator, the employee will be paid at the Intermediate Level of such job until they have worked continuously on such job at least eight hundred and forty (840) hours of actual time worked. Upon completion of such eight hundred and forty (840) hours of time worked, if the vacancy continues to exist, such employee, providing they are considered qualified in accordance with Clauses 9.02 and 9.07 (a) (ii), will be offered the opportunity to be permanently appointed to such job in accordance with Clauses 9.07 (c) and (d) and if such employee accepts, they will be paid at the Intermediate Level of such job. In the event that such employee is not offered the opportunity because they are considered not to be qualified, or declines such offer, they will continue to be paid at the Intermediate Level for all hours worked on the temporary job;

## 9.07. **Shift Operator**

### (a) **Shift Operator**

- (i) *Above Standard Level:* An employee at this level must have:
  - (A) full accreditation and successful completion of all of the modules of a Second (2nd) Class Stationary Engineer and be determined to be a fully qualified Shift Operator in accordance with the provisions of Clause 9.02; and
  - (B) completed a minimum of eight hundred and forty (840) hours of actual time worked on the job of Shift Operator at the Standard Level of the job, demonstrating knowledge and ability for the position during the one-year period immediately prior to being appointed or hired.
- (ii) *Standard Level:* An employee at this level must have:

- (A) a valid government certificate of a Third (3rd) Class Stationary Engineer; and
  - (B) passed 3 exams of 2<sup>nd</sup> Class Operating Engineer's certificate.
  - (C) been determined to be a fully qualified Shift Operator in accordance with Clause 9.02; and
  - (D) completed a minimum of eight hundred and forty (840) hours of actual time worked on the job of Shift Operator at the Intermediate or Entry Level of the job, as the case may be, during the one-year period immediately prior to being appointed or hired.
- (iii) *Intermediate Level:* An employee at this level must have:
- (A) appointed to a permanent vacancy or been hired for the job; and
  - (B) a valid government certificate of a Third (3rd) Class Stationary Engineer; and
- (iv) *Entry Level:* An employee at this level has been appointed to a permanent vacancy or been hired for the job must have;
- (A) a valid government certificate of a Fourth (4th) Class Stationary Engineer
  - (B) and will have 18 months to successfully complete all Third (3rd) Class Stationary Engineer exams. If the employee fails to achieve the level of certification they shall be laid off.
  - (C) An employee who fails to achieve the required level of certification within the stipulated time periods as specified in (b) above, will be reviewed by the Company to determine whether the employee has a reasonable explanation, satisfactory to the Company, to be granted an extension of three (3) months to achieve the required certification level.
  - (D) The company agrees to meet with the Union Unit President as necessary, where an extension is granted.

- (E) The company agrees to meet with the Union Unit President to discuss any layoffs should the employee not be granted an extension.

- 9.08. In the event of the need to permanently reduce the plant workforce, an employee who is to be laid off work shall be notified as soon as possible in advance of their date of lay-off. The Company will endeavour to notify such employee two (2) weeks in advance and to schedule the lay-off so as to coincide with the last workday in the employee's weekly work schedule. In the event of a wood or gas side shut down or curtailment, Bargaining Unit employees will suffer no loss of regular hours or pay.
- 9.09. The Company shall not contract outwork that directly results in the lay-off, discharge, or loss of regular work hours of a qualified permanent employee.
- 9.010. In selecting employees for training courses, the Company will not act arbitrarily.
- 9.011. If an employee has worked more than 840 hours (Operators) or 6 months (All other classifications) in any job classification at the company, then Management shall wave the 840 hours or 6 months requirement in the collective agreement. These employees shall start at the above standard level wage rate or standard level wage in the classification that they are in as per appendix "A".

## **ARTICLE 10 - VACATIONS**

- 10.01 An employee shall be entitled to an annual vacation with pay in accordance with the following schedule on the basis of the employee's service at January 1 in each calendar year. An employee shall receive increased vacation entitlement in the calendar year in which their anniversary date falls.
  - (a) After one (1) year of continuous service - three (3) weeks;
  - (b) After nine (9) years of continuous service - four (4) weeks;
  - (c) After eighteen (18) years of service - five (5) weeks; and
  - (d) After twenty-five (25) years of continuous service – six (6) weeks.
- 10.02 Vacation pay for each week of vacation entitlement shall be two (2) percent of the employee's gross earnings for time worked in the calendar year immediately

preceding the year of the employee's vacation entitlement and shall not include vacation pay which the employee received. Gross earnings include; regular earnings, overtime pay and public/statutory holiday pay.

- 10.03 Vacation schedules will be established by the Company as soon as possible at the beginning of the calendar year by canvassing employees in order of seniority to determine their preference and where possible the Company will endeavour to schedule vacation accordingly. However, the Company reserves the exclusive right to schedule an employee's vacation period subject to the needs of operations.

No vacation shall be scheduled during the annual maintenance shutdown. The employer will post a memo/schedule that defines these dates once confirmed by Independent Electricity System Operator (IESO).

**The Company will permit a maximum of two (2) Operators to be off at any given time across the four operating crews (A, B, C, and D), provided that two (2) surplus Operators are available to cover the shifts. The two Operators off must be from different crews; no more than one (1) Operator per crew may be off at the same time.**

A maximum of one (1) person at a time per job category on "E" crew may be on vacation.

Categories are as follows:

- Electrical and Instrument Mechanic
- Stores and Maintenance Administrator
- Maintenance Mechanic
- Material Handler

Preferred vacation dates are decided by seniority which is only valid until March 1st of each calendar year. Vacation times are requested after March 1st, are to be submitted 10 days prior to the commencement of the vacation period request and shall be granted on a first come, first served basis.

- 10.04 A vacation week for any employee will commence on a Monday at the commencement of the day shift in the plant and end at the normal quitting time of the night shift in the plant on the immediately following Sunday, regardless of what the employee's schedule of work may have been during such week.

- A. Operations - This applies to the shift schedule of Appendix "B". Vacation will be scheduled in one (1) or two (2) day units, Monday to Thursday.

Weekends (Friday, Saturday, Sunday) must be taken in three (3) day units.

- B. E-Crew employees may use their vacation entitlement in single, multi or full week blocks.

## **ARTICLE 11 - HOLIDAYS**

11.01 The following will be considered as plant holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Floating Holiday (3)

Seven (7) days' notice required to book off Floating Holiday.

11.02 An employee shall be paid an allowance for the day on which any of the above holidays occur, including:

- a) Legitimate illness or accident which has occurred within 20 working days of the holiday. It is the employee's obligation to justify any such absence, which at the request of the Company, may require the employee to produce a medical certificate. The company will reimburse the employee for the cost of any medical certificates;
- b) Scheduled time off granted by the employer;
- c) A paid leave of absence provided the employee is not otherwise compensated for the holiday;
- d) All stat holidays are bankable, if the employee so chooses, to a maximum of **60** hours. All accumulated banked stat time must be taken during the calendar year in which it was earned and cannot be carried forward to the next year. All outstanding stat hours will be paid out on December 31st of each year, with the exception of Christmas and

Boxing day which may be used until March 31 of the following year. If not used by this time, both stats will be paid out.

- 11.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily shift as set out in Article 12.02.
- 11.04 An employee who is scheduled to work on a plant holiday will, in addition to the allowance to which they may be entitled, be paid for straight time hours worked on such holiday at the rate of time and one half (1 %) their regular basic rate of pay. An employee who is not entitled to an allowance as provided above, who works on a plant holiday will be paid time and one half (1 %) their regular basic rate of pay for straight time hours worked on such holiday.
- 11.05 The hours of any plant holiday shall be the 24-hour period beginning with the commencement of the day shift on such holiday.
- 11.06 The hours for which a plant holiday allowance is paid as provided in clause 11.02 shall be deemed to be hours worked in computing Overtime on a weekly basis, provided the employee was normally scheduled to work such hours on the day that the plant holiday is observed.
- 11.07 An employee will be entitled to select the day on which they observe the floating holiday as provided in 11.01 above provided that:
- a) they request and is authorized by the Supervisor to be off work;
  - b) the work which is required on such shift is performed by qualified members of the Shift; and
  - c) only one employee on the Shift is authorized to be absent on any given shift. In the event that two or more employees of the Shift request to be off work on any given shift, the most senior employee of the Shift will be eligible to be granted the time off.
- 11.08 In the event that an employee does not request a shift off work in accordance with 11.07 above by December 1, subject to the provisions of 11.02, they will be entitled to an allowance as if the floating holiday was to be observed for them as of December 2 of such year.

- 11.09 If a holiday occurs during an employee's vacation, the employee shall receive a day off which can be banked and taken at a later date. Such holiday must be scheduled and mutually agreed upon between the employee and the Company as per article 11.02 (d).
- 11.10 Probationary employees will be entitled to receive holiday pay for the agreed upon holidays based on the following:
- a) Total number of hours worked in the previous 20 working days, multiplied by their rate of pay, divided by 20. Total not to exceed 8 hours, 10 hours, or 12 hours of pay, whichever the total may be applicable to the shift the employee is working;
  - b) An employee on sick leave shall not receive holiday pay if they have been on sick leave for more than 20 working days. If they have worked during the 20 working days prior to the holiday, the employee shall be paid based on the probationary employee formula;
  - c) Employees who are required to work on a holiday listed above, shall be paid one and one half times their regular rate for hours worked along with their holiday pay entitlement, provided the employee works the shift immediately before and the shift immediately after said holiday.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

- 12.01 This Article 12 is intended to define the normal hours of work and to provide the basis for the calculation of any payment of overtime, but shall not be read or construed as a guarantee of work or pay or of hours of work per day or per week or of days of work per week.
- 12.02 The standard workday shall be eight (8) hours of work, ten (10) hours of work, or twelve (12) hours of work, as the case may be, in a twenty-four (24) hour period beginning with the time the employee commences work.
- 12.03 The standard work week for an employee shall be as follows if they are scheduled to work on:
- (a) 10-hour operations; four (4) consecutive standard workdays in a calendar week commencing with the day turn Monday or Tuesday;

- (b) 8-hour continuous operations; any five standard workdays in any seven consecutive day period commencing on the day turn on Sunday;
- (c) 12-hour operations; any three or four standard workdays in a standard work week, as shown on the schedule attached to this Agreement as Appendix "B" commencing on the day turn on Sunday.

12.04 Schedules of work may be changed by the Company at any time. The Company agrees to advise and discuss with the Union the change prior to implementing such changed schedule. Such schedules changes shall not be made arbitrarily.

12.05

- (a) Changes in schedules of work shall be posted or otherwise made known to employees no later than Thursday of the preceding week or in the event that a change is made after Thursday but prior to the commencement of the work-week in which the change is to be effective, then at the earliest opportunity to contact and explain the change to the employee provided that such change in schedule does not result in the employee losing work time and pay as a direct result of such change.
- (b) After the commencement of the workweek, should the Company require an additional qualified employee to work a shift, the following shall apply:
  - (i) The Company shall call qualified employees in accordance with Article 2.04; failing which,
  - (ii) The Company may change the shift schedule of an employee, if practical. The employee shall be selected in accordance with Article 2.04 and such employee shall receive time and one-half the employee's regular straight time basic rate of pay for the first shift of the shift change.

12.06 On each shift, there will be a break period where an employee, subject to the needs of maintaining operations, may leave their job, for rest or eating of lunch as follows:

- (a) On single turn operations 7:00AM – 5:00PM, 15 minutes morning break, 30 minutes meal break, and 15 minutes afternoon break all paid for by the Company.
- (b) On 8 hour shift operations 6:00AM – 2:00PM and 2:00PM - 10:00PM; 30 minute meal break paid for by the Company.

- (c) On 12 hour operations 6:00AM – 6:00PM and 6:00PM – 6:00AM; two 30 minute break periods paid for by the company.

12.07 An employee who works two or more hours of overtime at the end of their regular shift and has not been advised of their being required to work such overtime prior to their commencement of work on such scheduled shift shall be entitled to:

- (a) A twenty (20) minute break period as soon as possible following completion of their regular shift; and
- (b) **If the overtime is expected to last two (2) or more hours, the employee shall be eligible to expense a hot meal up to thirty-five dollars (\$35) at the beginning of the overtime period. The expense must be submitted through Workday HCM, and the employee will be reimbursed accordingly.**

12.08 If an employee works between the hours of 2300 and 0700 Immediately prior to the start of their shift, the employee shall be entitled to an amount of time off ("Sleep Time") to be taken either at the beginning or the end of the shift that immediately follows the hours of 2300 and 0700. The amount of Sleep Time will be equal to the actual hours worked between 2300 and 0700 and shall be paid at the employee's regular hourly rate. For work performed between the hours of 2300 and 0700, the employee will receive either four (4) hours pay at their regular hourly rate or time and one-half for hours worked, whichever is greater. The employee will not lose pay for the Sleep Time taken during the regularly scheduled shift.

Sleep Time hours are not bankable.

12.09 If an employee is requested to work immediately prior to their day shift with prior notice of 16 hours from the Company, the hours worked will be paid at one and one-half the regular rate of pay per article 12.10(c) and (d) of the collective agreement. The employee will have the option of completing the scheduled shift immediately following the scheduled overtime at regular pay or shortening the shift equal to the amount of overtime hours worked prior to the start of the shift without pay.

The Company will not make any unreasonable requests for employees to work overtime prior to the start of a day shift.

- 12.10 Overtime at the rate of time and one half the employee's regular straight time basic rate of pay shall be paid for:
- (a) Time worked in excess of forty (40) hours in a standard workweek in the case of an employee scheduled to work an 10 hour operations as provided in 12.03 (a) and (b) above;
  - (b) Time worked in excess of 36 or 48 hours in a standard workweek, as the case may be, in the case of an employee scheduled to work on 12 hour operations as provided in 12.03 (c) above;
  - (c) Time worked in excess of 10 hours per day in the case of an employee scheduled to work on 10 hour operations;
  - (d) Time worked in excess of 12 hours per day in the case of an employee scheduled to work on 12 hour operations;
  - (e) Overtime at the rate of double their regular straight time basic rate of pay shall be paid if such time worked as specified above are overtime hours worked on a plant holiday and the employee is entitled to the allowance in accordance with the provisions of Article 11 above.
- 12.11 For the purposes of this Article 12, time spent by an employee immediately following the completion of their scheduled shift of work for the purpose of instructing and/or communicating to the incoming employee who is relieving on the same job and/or the incoming supervisor the occurrences and ongoing job requirements, is unpaid and shall not exceed 10 minutes. Should time exceed 10 minutes the employee will be compensated for all time exceeding their regular scheduled hours including the 10 minutes of reporting time.
- 12.12 Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this Agreement only, even though the hours worked may be overtime under more than one provision.
- 12.13 A request by an employee for a change of scheduled working hours must be submitted in writing and be co-signed by the employee willing to make the exchange. Verbal agreements must be confirmed.

Such mutual must be approved by the supervisor, relief shift supervisor, or Plant Manager within 24 hours.

A request will not be unreasonably denied.

It is the responsibility of the employee accepting the shift to show up and perform all duties of the scheduled position. Employees who fail to show up for more than two shift exchanges will not be granted further mutual requests for a period of 6 months.

- 12.14 An updated yearly schedule reflecting employee's vacation, lieu, floater and stat holidays will be posted in the lunchroom and control room the first week of every month.

### **ARTICLE 13- ALLOWANCES**

- 13.01 An employee who reports for work on their regular scheduled shift and the work which such employee was scheduled to perform is not available for four (4) hours or more, shall be provided with whatever work the Company directs at the regular straight time basic pay of their regularly scheduled job or if the employee works less than four hours because there is no other work required by the Company and the employee is sent home, they shall be entitled to be paid for the greater of:

- (a) hours actually worked, or
- (b) an allowance of four hours pay at their regular straight time basic rate of pay.

- 13.02 The provisions of clause 13.01 above shall not apply if:

- (a) The employee has been notified in advance of the start of the shift not to report for work;
- (b) The work is not available due to any circumstances beyond the reasonable control of the Company, or because of a labour dispute which affects the operations of the Company, or due to an act of God;
- (c) The employee returns to work after an absence and has not notified the Company in advance of their intention and been given permission to return to work.

- 13.03 In the event that an employee, who has completed their regularly scheduled shift and has left the plant premises or is on a scheduled day off work, is called in to

work, they shall be entitled to an allowance of four (4) hours pay at their regular straight time basic pay or time and one half their regular basic pay for the time worked, whichever is greater.

- 13.04 In the event that an employee is injured at the plant and not able to continue at work for the balance of the scheduled shift due to such injury requiring medical treatment, they shall be paid an allowance equal to their regular straight time basic pay for the time they were not able to work on such shift.
- 13.05 As requested by the Company, the cost of medical certificates or medical notes will be paid by the Company.

#### **ARTICLE 14 - JURY DUTY AND BEREAVEMENT ALLOWANCE**

- 14.01 An employee who has completed their probationary period shall be paid an allowance for the difference, if any, between the amount paid to them when required to serve as a juror or as a subpoenaed crown witness in any court of law in Canada and the straight time basic rate of pay which they would have earned for time worked on their regularly scheduled shift(s) during the same period.
- 14.02 An employee shall be permitted time off work for a reasonable period of time to arrange for and attend the funeral of a member of their immediate family. Where any of such time off would have been on a regularly scheduled shift of work for such employee, they shall be paid an allowance for the hours of each full scheduled shift lost from work at their regular straight time basic rate of pay, up to a maximum of four (4) work days provided the employee attends the funeral. Such workdays must be within the period of four (4) workdays before and/or after the day of the funeral.
- 14.03 For the purposes of clause 14.02 above, immediate family shall mean:
- Bereavement leave will only be granted for the following family members: parent, stepparent, mother-in-law, father-in-law, legal guardian or ward, spouse, son/daughter, step-child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, and grandparent, grandparent of spouse or grandchild or step-grandchild; and
  - “Spouse” for the purposes of bereavement leave will be defined as in the Ontario Family Law Act, as amended, and will include a partner of the same sex and a common-law partner; and
  - “Stepchild” is considered a child where the employee is married or in a common law relationship with the parent of the child.

- An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their step-grandparent, aunt or uncle, niece, or nephew.

The Company shall extend such leave without pay for four (4) days if requested by the employee. If a longer period is requested by the employee, the Company, in its discretion, may extend the leave for a reasonable amount of time.

- 14.04 For the purposes of clause 14.02 above, an employee shall notify the Company as soon as possible of their requiring time off under this provision and shall, upon request of the Company, supply evidence satisfactory to the Company of the particulars of the funeral and of their attendance.
- 14.05 In the event that an employee, while on paid vacation from the company, and has a bereavement in the immediate family, will, upon their return from vacation, providing that they can justify to the Company that they are entitled in accordance with the above provisions, be granted time off work for those number of days on which they would have been normally scheduled to work had they not been on vacation, provided further that they meet the qualification requirements as provided above.

## **ARTICLE 15 - WAGES**

- 15.01 Attached Appendix "A" hereto are the straight time basic rates of pay for the jobs specified and such rates shall be paid in accordance with the terms of this Agreement.
- (a) Effective March 1, **2026** an across the board wage increase of **3.25%** percent will be implemented.
  - (b) Effective March 1, **2027** an across the board wage increase of **3%** percent will be implemented.
  - (c) Effective March 1, **2028** an across the board wage increase of **3%** percent will be implemented.

**Northland Power will provide a one-time signing bonus of two thousand dollars (\$2,000) to each full-time employee upon ratification of the new 2026-2029 collective agreement between Northland Power and the United Steelworkers.**

- 15.02 An employee, after completion of thirty days of service, will be paid by direct deposit to their specified bank account the accrued wages to which they are entitled on a bi weekly basis.
- 15.03 An employee who is temporarily transferred to another job when their regularly scheduled job would otherwise be available for such employee to fill, the employee shall be paid for time worked on such temporary job the higher of their regular straight time basic rate of pay or the regular straight time basic rate of pay of such temporary job.
- 15.04 A shift premium of One Dollar and twenty-five cents (\$1.25) per hour shall be paid to each employee for all hours worked by them during the period commencing 2 p.m. to 10 p.m. on any of the days Monday through Saturday inclusive.
- 15.05 A shift premium of One Dollar and twenty-five cents (\$1.25) per hour shall be paid to each employee for all hours worked by them during the period commencing 11 p.m. to 7 a.m. the following day on any of the days Monday through Saturday inclusive.
- 15.06 A shift premium of **One Dollar and Seventy-Five cents (\$1.75)** per hour shall be paid to each employee for all hours worked by them during the period commencing 6 p.m. to 6 a.m. the following day on any twelve-hour shift scheduled in accordance with clause 12.03 (c).
- 15.07 A premium of **Two dollars and twenty-five cents (\$2.25)** shall be paid to each employee for all hours worked by them during the period commencing 6 a.m. Saturday to 6 a.m. Monday.

## **ARTICLE 16 – HEALTH AND SAFETY**

- 16.01 The Employer and the employee shall abide by the Ontario Health and Safety Act and Industrial Regulation for Industrial Establishment and any other applicable health and safety legislation and regulation. A Joint Health and Safety Committee composed of two (2) representatives (and one (1) relief representative to act in the absence of the worker representative elected or otherwise appointed by the Union and two (2) representatives of the Company shall be established. Recognizing its responsibilities under the applicable legislation, the Company agrees to the following:
- (a) Inspect (one Union and one Company representative) the plant on a monthly basis to identify potential hazards and unsafe conditions and

practices and to make recommendations that could be reasonably taken so as to prevent accidents and injury to employees and/or plant facilities. The JHSC shall meet at least once every three months, or at other times if mutually agreed to by the parties. Meetings will be alternatively chaired by the worker rep and the management rep. The committee shall maintain minutes of all meetings and make the same available for review. The committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.

- (b) Investigate promptly serious accidents and serious unsafe conditions and practices, including instances which caused or may have caused serious injury to an employee whether or not serious injury occurred or not.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- (d) The two (2) Union representatives on the Committee will become certified. It is the responsibility of the Company and Committee members to file/maintain JHSC certification.
- (e) No member of the JHSC shall suffer any loss of pay as a result of their absence from their regular duties while attending a JHSC meeting.

The Company shall pay the worker member for attending Committee meetings at the employee's regular or premium rate.

16.02 The Company will provide, at no cost to the employee unless specifically modified by this collective agreement, all necessary protective equipment and other safety devices that are a requirement of the job at hand.

16.03 An employee who has completed their probationary period will annually be entitled to be paid a safety boot allowance **to a maximum reimbursement of Three Hundred Dollars (\$300)**.

Employees submitting claims for the boot allowance are required, at the time the claim is made, to provide the receipt that they received for the new boots to the Company.

## ARTICLE 17 - GENERAL

17.01 Attached hereto as Appendix "C" are the terms and conditions applicable to the Company's Group Insurance Plan for employees.

17.02

- (a) On or before May 31 in each calendar year, the Company will supply to each employee two (2) sets of work clothing selected by the Company. All employees are required to maintain their work clothing in a clean and satisfactory manner and to replace same as may be required from time to time. An employee who has their clothes damaged or no longer fit so as that they are unsafe for use will have them replaced as necessary provided the employee regularly wears the clothing. New employees will receive 2 sets of work clothing 1 month after hire date. These employees will continue to be eligible for work clothes on the same one-year cycle (May 31<sup>st</sup>) as the rest of the plant.
- (b) The Company will provide to each employee, once every two (2) years, a choice of either a winter parka, or parka pants or fall jacket. The clothing shall be selected with consultation from the Joint Health and Safety Committee. Employees who complete their probationary period will receive the winter parka. These employees will continue to be eligible for clothing on the same 2-year schedule as the rest of the plant.
- (c) The Company will replace goulashes as required upon return of the old pair. The company will continue to provide flip flops once per year.

17.03 An employee may request in writing a leave of absence without pay for up to a maximum period of three (3) months and such leave of absence will be given consideration by the Company provided:

- (a) The employee can be relieved on their job by a qualified employee and the subsequent vacancies, if any, can also be filled with qualified employees;
- (b) The period of requested leave of absence is not during the period May 15 to September 15;

- (c) The employee shall not work for any other Company or person during the period of the leave of absence;
- (d) The request must be received with no less than thirty (30) days' notice.

17.04

- (a) Upon written request to the Plant Manager at least two (2) weeks in advance, the Company will grant an unpaid leave of absence to up to two (2) employees of the Company to attend Union sponsored conventions, conferences or seminars, provided that:
  - (i) the employee can be replaced by another qualified employee; and
  - (ii) not more than one (1) employee in any one department is granted such leave at any one time without the consent of the Company which shall not be unreasonably withheld (for the purposes of this provision, the departments are: Operations; Maintenance; Material Handling; Stores);
  - (iii) any one leave of absence does not exceed a calendar week in duration; and
  - (iv) the combined total time off work on approved leave of absence during a calendar year does not exceed two (2) calendar weeks for any one employee.
- (b) The Company shall grant one (1) employee a leave of absence, to a maximum of the life of this collective agreement, to work in a full time capacity for the Local or International Union. The Union must request such leave in writing thirty (30) days prior to the requested leave of absence. The Union can request as many leaves during the life of the collective agreement as necessary and must give thirty (30) days' notice each time. The employee shall return to their current position at no loss of seniority and at the appropriate current wage, provided they still qualify for their position. While on leave the employee may not bid on any posted vacancies within the bargaining unit. While on leave the Company benefits shall continue as outlined in Appendix "C". The employee shall have the option to contribute their portion of the Group Retirement Savings Plan set out in appendix "D". In order to expedite the hiring process, article 9.06, may not be followed in its entirety. If there is a qualified and trained internal candidate, they will get the job posting

before an external candidate. If during the 30 day period prior to the requested leave, the employer is unable to find a qualified and trained replacement, the union agrees the employer has the right to temporarily move a qualified and trained bargaining unit employee into the position until such time a qualified and trained candidate can be obtained.

17.05 In the event that the Company proposes to implement a technological change as defined below, which would directly result in the demotion or layoff of an employee, the Company shall:

- (a) Notify the Union as far in advance as is reasonable, but in any event not less than three (3) months prior to the implementation of any technological change;
- (b) Meet with the Union, at their request, to explain the change and to discuss the effect of such change on the employee directly involved by the change;
- (c) For the purposes of this provision, technological change shall mean the automation of equipment or introduction of new facilities or equipment, which directly results in an employee being demoted from their job; and
- (d) The Company agrees that if it introduces technological change which requires new or greater skills than those already possessed by employees who will be affected by such technological change, the Company will provide the affected employees with a training period, up to a maximum of forty (40) working days in order to allow those employees to acquire the necessary skills.

17.06 Attached hereto as Appendix "D" are the terms and conditions applicable to the Company's Group Retirement Savings Plan for employees.

**17.07 Employees who have completed their probationary period will be entitled to three (3) paid sick days per year, paid at 100% of their regular earnings when absent due to illness.**

**At the end of each calendar year, employees will receive a payout based on the number of sick days used:**

- **0 sick days used: payout of four (4) days**
- **1 sick day used: payout of three (3) days**
- **2 sick days used: payout of two (2) days**
- **3 sick days used: no payout**

**Payouts will be issued in January of the following year.**

- 17.08 In the event that the Company establishes a new job or substantially changes the basic and fundamental nature of a job to the extent that the changed job no longer is required to perform the basic requirements of the former job, the Company will develop a new rate of pay for such new or changed job, higher or lower than the previous job in the case of a changed job, and shall:
- (a) submit and discuss the proposed new rate of pay with the Union Grievance Committee;
  - (b) in the event that the Company and the Union are unable to reach agreement on a new rate of pay for such job, the Company shall install the proposed rate of pay which shall become effective on the date the new job was established or on the date the job was substantially changed;
  - (c) the Union may file a grievance with respect of such new rate of pay and, if such grievance is referred to Arbitration as provided above, the Union must conclusively prove that the new rate of pay for such job, when compared to rates of pay for existing jobs in the plant and to the former job rate in the case of a changed job is substantially out-of-line with such other comparisons; and
  - (d) the arbitrator shall be limited to determining whether or not such rate of pay is substantially out of line with such other rates of pay and in the event that they should so find, remit the matter back to the parties for determination by them.
- 17.09 Those Letters of Agreement, which are attached to this Collective Agreement, will be deemed to be part of the Collective Agreement and will be read and construed accordingly.
- 17.10 If time is booked prior to an annual maintenance shutdown announcement, the company will honour employee vacation, lieu time, floater and stat holidays.

**ARTICLE 18 - TERM OF AGREEMENT**

18.01 This Agreement shall become effective as of its date of execution and shall remain in effect until February 28 2026, and thereafter shall continue for a further period of one year unless during the ninety (90) day period immediately preceding the expiry date, either party shall give written notice to the other that it desires to amend, modify or terminate this Agreement at its expiry date. Where notice is given as provided above, this Agreement shall continue in full force and effect after the expiry date until such time as a new Agreement has been reached, or the applicable procedures under the provincial labour legislation have been completed, whichever first occurs.


Signed at Kirkland Lake, Ontario, this 28 day of January, 2026.

**FOR THE COMPANY**

**Northland Power Inc.  
Agents for Kirkland Lake  
Power Corp.**

**FOR THE UNION**

**U.S.W., Local 2020**

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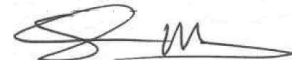
Steve Collings  
Head of Operations  
Thermal & Utilities BU




Patti Wells  
Staff Representative,  
U.S.W Local 2020

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Maria Ximena Ciotta  
HR Business Partner,  
Americas



Steven Moreau,  
Union Representative  
U.S.W. Local 2020

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Tony Lawlor  
Plant Manager



**APPENDIX "A"**

	Effective March 1, 2026	Effective March 1, 2027	Effective March 1, 2028
<b>Shift Operator</b>			
Above Standard Level	57.75	59.48	61.26
Standard Level	55.92	57.60	59.33
Intermediate Level	53.01	54.60	56.24
Entry Level	44.65	45.98	47.36
<b>Maintenance Mechanic</b>			
Standard Level	54.08	55.70	57.38
Intermediate Level	52.99	54.58	56.21
Basic Level	51.19	52.73	54.31
<b>Electrical/Instrument Mechanic</b>			
Standard Level	55.88	57.56	59.28
Intermediate Level	54.08	55.70	57.38
Basic Level	52.99	54.58	56.21
<b>Stores</b>			
Standard Level	46.92	48.32	49.77
Intermediate Level	42.88	44.17	45.49
Basic Level	37.61	38.74	39.90
<b>Material Handler</b>			
Above Standard Level	43.94	45.26	46.62
Standard Level	43.24	44.54	45.87
Intermediate Level	39.02	40.19	41.39
Basic Level	37.61	38.74	39.90
<b>Maintenance Administrator</b>			
Standard Level	57.18	58.90	60.66
Intermediate Level	55.88	57.56	59.28
Basic Level	56.57	58.27	60.02
<b>Janitor</b>			

Standard Level	<b>33.13</b>	<b>34.13</b>	<b>35.15</b>
Basic Level	<b>28.07</b>	<b>28.92</b>	<b>29.78</b>
<b>Labourer</b>			
Standard Level	<b>36.55</b>	<b>37.65</b>	<b>38.78</b>
Basic Level	<b>33.13</b>	<b>34.13</b>	<b>35.15</b>

(A) **SHIFT OPERATOR:**

Progression from Entry Level to Intermediate Level and from Intermediate Level to Standard level and from Standard Level to Above Standard Level shall occur at the times and in accordance with the applicable provisions as specified in Clause 9.07.

(B) **MAINTENANCE MECHANIC:**

- (i) In the case of an employee who is hired for or permanently promoted to such job and is in the Company's judgement a certified, fully qualified Millwright and is qualified to perform simple welding pipe-fitting and blueprint reading shall be assigned to the Basic Level and paid the appropriate hourly rate for such level, and
- (ii) Progression from Basic Level to Intermediate Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual time worked as a permanent incumbent at the Basic Level of such job, and
- (iii) Progression from Intermediate Level to Standard Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual time worked as a permanent incumbent at the Intermediate Level of such job.

(C) **ELECTRICAL/INSTRUMENT TECHNICIAN:**

- (i) In the case of an employee who is hired for or permanently promoted to such job and is, in the Company's judgement either a fully qualified certified Electrician or Instrument Technician, but not necessarily both, shall be permanently assigned to the Basic Level and paid the appropriate hourly rate for such level, and

- (ii) Progression from Basic Level to Intermediate Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual time worked as a permanent incumbent at the Basic Level of such job, and
- (iii) Progression from Intermediate Level to Standard Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual work as a permanent incumbent at the Intermediate Level of such job.

(E) **STORES:**

- (i) Progression from Basic Level to Intermediate Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual time worked as a permanent incumbent at the Basic Level of the job, and
- (ii) Progression from Intermediate Level to Standard Level shall occur on the first shift worked immediately following the completion of at least six (6) months of actual time worked as a permanent incumbent at the Intermediate Level of such job.

(F) **MATERIAL HANDLER:**

- (i) Progression from Basic Level to Intermediate Level shall occur on the first shift worked immediately following completion of at least six (6) months of actual time worked as a permanent incumbent at the Basic level of the job; and
- (ii) Progression from the Intermediate Level to Standard Level shall occur on the first shift worked immediately following the employee's appointment to a permanent vacancy posting for a Standard Level Material Handler, provided the employee is qualified in accordance with Clause 9.02 and has occupied the Intermediate Level for at least six (6) months prior to their appointment; and
- (iii) Progression from the Standard Level to the Above Standard Level shall occur on the first shift immediately following completion of at least six (6) months of actual time worked as a

permanent incumbent at the Standard Level, provided they determined by the Company to be fully qualified in accordance with the provisions of Clause 9.02.

(G) **MAINTENANCE ADMINISTRATOR**

The position requires a valid second-class operating engineers' certificate with a minimum of 2 years at the above standard level of shift operator OR a valid trade certificate in millwright, electrical or instrumentation with a minimum of 2 years' experience after having obtained certification. Should the successful incumbent be single ticketed, basic level of pay will apply. Should the successful incumbent have a second- class operating engineers' certificate and a valid trade certificate standard level of pay will apply.

(H) **JANITOR:**

The cleaner/janitor normally works twenty-five (25) hours per week.

(I) **LABOUR:**

Progression from the Basic Level to the Standard Level shall occur on the first shift immediately following completion of the probationary period as provided in the Collective Agreement.

**APPENDIX "B"**  
**12 HOUR SHIFT SCHEDULE - FOUR WEEK CYCLE**

CREW	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S		
A	D			D	D			N	N			N	N	N			N	N					D	D			D	D		
B		D	D			D	D	D			D	D				N	N			N	N	N			N	N				
C		N	N			N	N	N			N	N				D	D			D	D	D			D	D				
D	N			N	N				D	D			D	D	D			D	D					N	N			N	N	

## APPENDIX "C" - GROUP INSURANCE PLAN

The Company agrees to provide the group insurance benefits as specified in the booklet attached hereto entitled Group Insurance Plan, Northland Power (hereinafter called the "Plan") published by Standard Life or equal or better coverage with another carrier. The terms and conditions of the Plan shall be as set forth in the policy between the insurance company and Northland Power, which is summarized in the booklet attached hereto. The employees shall contribute to the premiums for the Plan in accordance with the policy of Northland Power. The principal benefits provided by the Plan are as follows:

- Life Insurance
- Accidental Death and Dismemberment
- Dependents Group Life
- Long Term Disability
- Medi-Pack
- Dental
- Survivor Extension

In addition, the Plan shall provide the following:

(A) Short Term Weekly Indemnity benefits, as follows:

**Amount:** Sixty-seven percent (67%) of an eligible employee's average straight time basic rate of pay for each shift of work lost due to sickness or accident, which is not compensable under the Workers Compensation Act.

**Duration:** Up to 119 days in a calendar year for any one eligible disability.

**Commencement of Payments:**

Disability due to accident	First Day
Disability due to sickness	Fifth Day
Confined to hospital due to disability	First Day

(B) **Our benefits coverage will now include eye exams. Coverage is once per two calendar years up to the provincial limit. The "Eye Glasses" benefit maximum is \$250.00 in any two consecutive calendar years.**

(C) Change the termination of insurance coverage for layoff so as to provide for coverage to terminate on the last day of the third month that follows the month in which the employee is laid off work.

The terms of this Appendix and the Group Insurance Plan referred to herein shall not be subject to the grievance provisions of the Agreement and shall not be arbitrable. A claim by an employee that they have been denied a benefit under the plan or that they have not been paid in accordance with the terms of the plan may be raised as a grievance and processed through the grievance and arbitration procedures as provided in the Agreement, except that an Arbitrator shall not have any authority to amend, modify, or alter any of the provisions of the Group Policy Agreement issued by the Insurer or to give any decision contrary to the expressed terms and provisions of such Group Policy Agreement.

## **APPENDIX "D" - GROUP RETIREMENT SAVINGS PLAN**

The Company agrees to continue to provide the Group Retirement Savings Plan as specified in the agreement attached hereto entitled "Group Retirement Savings Plan Agreement", (hereinafter called the "Plan"), established with the Manufacturers. The terms and conditions of the Plan shall be as set forth in the Plan Agreement.

An employee may apply upon completion of their probationary period, as specified in the Collective Agreement, to become a member in the Plan and upon becoming a member, may authorize deductions from their wages up to a maximum as set out in Northland Power policy, such deductions to be allocated to the employees account in the Plan.

The Company will contribute, from time to time, an amount sufficient to match the actual accrued contributions made by the employee provided that such contribution does not exceed the maximum contribution as set out in the policy of Northland Power for the time period for which the contribution is calculated and made. The policy is currently eight (8%) percent subject to an overall maximum of **\$12,000.00**. The contribution of the Company shall be adjusted in accordance with Company policy. In addition, the Company will pay for the current administrative fees of the Plan during the terms of the collective agreement.

The terms of this Appendix and the Plan referred to herein shall not be subject to the grievance provisions of the Collective Agreement and shall not be arbitrable. A claim by an employee that they have been denied a benefit under the Plan may be raised as a grievance and processed as provided in the Agreement, except that an Arbitrator shall not have any authority to amend, modify or alter any of the terms or conditions of the Plan as set forth in the Plan Agreement or to give any decision contrary to the expressed terms and provisions of such Plan Agreement.

Notwithstanding the above, the Company may change the administrator of the Plan from the Manufacturers to an alternate administrator. The terms and conditions will be similar to those set out in the existing plan. In the event that penalties are incurred to Manufacturers arising from the change of administrator, the Company shall be responsible for such penalties.

Prior to changing the administration of the plan, each employee will receive a statement of their investments in the Plan. In the event a loss is suffered on the transfer of administrator due to early withdrawal from fixed term investments, the employee will be made whole for such loss.

The Group RRSP will be amended to provide that the same disqualification penalty of one (1) year shall apply to an employee withdrawing funds from the Plan to place in another RRSP vehicle with another institution as applies to an employee withdrawing funds from the Plan for other purposes.

## **APPENDIX "E" - EXAMINATIONS AND RENEWALS**

The Company will pay the examination fee for each operating engineer examination and for each examination for an electrical, all position welding, pressure welding and G1 gas fitter, skilled trades certificates and such other certificates as may be approved by the Company in advance, provided the employee successfully passes that examination and receives credit for that course or certificate.

The Company will pay the fee for the renewal of such certificates.

The company will reimburse an employee the current mileage rate posted within Workday to a maximum of 250Kms. The current rate is \$0.61.

## **LETTER OF AGREEMENT "A"**

It is understood and agreed that for the purposes of Article 10 - Vacations, the term "gross earnings for time worked" does not include any payments or contributions made by the Company on behalf of an employee for those benefits as referred to in Clause 17.01 and Appendix "C" and/or Clause 17.06 and Appendix "D" as the case may be.

It is further agreed that this letter will become effective for vacation pay calculations made and paid commencing the calendar year 1997 thereafter.

## LETTER OF AGREEMENT "B"

### "LIEU TIME"

1. Subject to Item 2 herein, an employee will be entitled to bank the following hours of work and/or pay on the basis of one hour of Lieu Time for each hour of work and/or pay, as the case may be:
  - (a) overtime hours worked;
  - (b) paid training time spent outside of their regular scheduled shift of work;
  - (c) the number of hours for which an employee is paid reporting or call-in allowance in accordance with Article 13.
2. An employee shall advise their supervisor at the end of the hours of work and/or training time, as the case may be, of their request to bank such hours as Lieu Time, in which event, subject to the provisions of Item 3 below, they will be credited with such hours as Lieu Time and shall not be paid for the actual time worked and/or training time and/or allowance time, as the case may be.
- ~~3.~~ **An employee may accumulate up to seventy-two (72) hours of banked Lieu Time at any given time. Once an employee reaches the maximum, they must use a portion of their banked Lieu Time before any additional hours may be accrued. After using some Lieu Time, the employee may continue to bank hours up to the seventy-two (72) hour maximum.**
4. An employee shall be entitled to take Lieu Time off work with pay at their straight time hourly rate of the job on which they are currently working, provided that they :
  - (a) requests and is authorized by the Supervisor to be off work; and
  - (b) the work which is required on such shift is performed by qualified members of the Shift;
  - (c) **The Company will permit a maximum of two (2) Operators to be off at any given time across the four operating crews (A, B, C, and D), provided that two (2) surplus Operators are available to cover the shifts. The two Operators off must be from different crews; no more than one (1) Operator per crew may be off at the same time.**

- (d) One week's (7 Days) notice is required for submitting request for lieu time.
- (e) Overtime will not be paid to cover Lieu Time when crews are at full compliment.
- (f) Lieu Time will not be paid for Sick Time taken.

## **LETTER OF AGREEMENT "C"**

### **"VACATION"**

In the event Northland Power changes its policy in respect to increased vacation entitlement, which applies to all employees of Northland Power, such changes shall also apply to employees at Kirkland Lake Power.

## **LETTER OF AGREEMENT "D"**

The Company agrees to deduct from the wages of all existing employees, effective with the period following the date of ratification, eighty cents (.80) per week, which shall be the employee's contribution to the Humanity Fund. Monies collected by the Company will be sent to the Union's Humanity Fund, in trust, by the fifteenth of the month following the month of any such deductions from employees. An employee from whom deductions are being made will be entitled to authorize in writing the discontinuance of such deductions provided they submit such authorization prior to September 1 or March 1 in which event the deduction shall cease effective with the week following the date closest to the time the Company receives such authorization.

The Union agrees to indemnify the Company against any claims or liability, which may arise out of the provisions of this letter, including the deduction and remittance from employee's wages.

## **LETTER OF AGREEMENT "E"**

Any errors in payroll earnings which are two hundred and fifty dollars (\$250.00) or greater shall be corrected within four business days. Errors in payroll earnings that are less than two hundred and fifty dollars (\$250.00) will be corrected on the employee's next payroll period.

The union agrees that any overpayment of more than five hundred dollars (\$500.00) will be paid back by the employee within a mutually agreed timeline.

## LETTER OF AGREEMENT "F"

### Pregnancy/Parental Leave

All employees on pregnancy leave and/or parental leave with at least thirteen (13) weeks of employment and who are in receipt of employment insurance benefits are entitled to a Supplemental Unemployment Benefit (SUB); the top-up will be the difference between seventy-five percent (75%) of the employee's regular weekly earning and the sum of their weekly insurance benefits, for a maximum of:

15 weeks for Pregnancy leave; and/or

10 weeks for Parental Leave

The employee must submit a confirmation of their Employment Insurance payment statements to the Payroll in order to receive the SUB payment. The SUB payment is paid through regular payroll direct deposit, less statutory withholdings.

In addition, Northland Power will pay the employee one-hundred percent (100%) of their weekly earnings during the first (1) week period of the leave while waiting to receive Employment Insurance Benefits. If the waiting period was to be extended by the acting Government, the employee shall receive one-hundred (100%) top up for the entire waiting period.

**The Employee is required to provide written notice to their reporting Manager at least one (1) month prior to the anticipated start date of the leave.**

## LETTER OF AGREEMENT "G"

### "Temporary Positions"

On September 1, 2023, this Letter of Agreement goes into effect. The company would like to add two additional Operator positions to the Union.

These temporary full-time Operator positions will be required to follow all conditions related to the Union contract.

The Union agrees that these two full-time Operator positions will be temporary and when an operator from the Union leaves the employment of the Company for any reason that one Operator position will cease to exist and reduce the compliment of full-time Operators to 11.

If 2 operators leave the employment of the Company, then the Company and Union agree that we will be left with a full complement of 10 full-time Operator positions.

To the extent that no Operators leave the employment of the company then the company would continue to operate the facility with 12 full-time operators.

The Union further agrees to allow the Company to honour the years of service of individuals in these two positions for the purpose of vacation entitlement recognizing however that their seniority within the Union will begin on the date that they start with the Union. For further clarity, these individuals (2 Operators) will have zero seniority with the Union when they start in these positions and will be treated as a new Union member. These new Union members shall pay Union dues on day one of employment in these positions.

In the event the Company decides to lay off Shift Operator(s), these temporary full-time positions will be the first position (s) to be laid-off.

## **LETTER OF INTENT - *Temporary Employee***

This will confirm the agreement reached between the Company and the Union with respect to the use of the temporary employees.

Temporary employees perform work which is not normally work done by permanent employees which includes fire watch, confined space monitors, cleanup (excluding regular cleaning of the offices, washrooms and kitchen) and filter change units.

Temporary employees will only perform work which is normally work done by permanent employees if no qualified employee is readily available to do such work.

The Company agrees that the use of temporary employees will not directly result in the lay-off, discharge or loss of regular hours of a qualified permanent employee.

It is acknowledged that the cleaner/janitor normally works 25 hours per week. The Company agrees to offer the cleaner/janitor up to 15 additional hours per week (i.e. to any maximum of 40 hours per week) provided the work and the employee are available. Such 15 hours shall be paid at the temporary employee rate of pay. In the event the cleaner/janitor performs work normally done by permanent employees during such 15 hours, they shall receive the appropriate rate in the collective agreement while performing such work.

The Company may also hire temporary full-time employees to replace bargaining unit employees who are absent due to sickness, accident or leave of absence, and the absence is expected to be more than 30 days. The employment of such temporary full-time employee shall cease at the sole discretion of the Company no later than when the bargaining unit employee has returned to work and assumed the full duties of the position. Such temporary full-time employee shall pay union dues.

**LETTER OF UNDERSTANDING – *Non-Bargaining Unit Position Movement***

Should the employer take a bargaining unit member and place them into a non-bargaining unit position The Union shall be advised by The Company.

## **LETTER OF UNDERSTANDING – *Scholarship***

The Company agrees to establish a bursary in the amount of \$1,000.00 to assist dependents of employees of the Company, both hourly and salaried, in advancing their post-secondary education.

The bursary shall be awarded up to once a year. All dependents of employees who are completing secondary school may apply. The bursary shall be awarded based on the criteria of academics, athletics, community service and such other factors as may be relevant to the committee.

The bursary will be awarded by a committee at Northern College or such other institution as may be designated and will be payable upon the successful completion of the first year at any University or Community College.

## **LETTER OF UNDERSTANDING – *Training***

The Company and the Union recognize that increased knowledge is an asset to employees and financially assists those who are willing to devote some of their personal time to self-improvement. For this reason, the Company is prepared to assist full-time employees to finance educational courses in subjects that are relevant to and of benefit in their employment with the Company. Employees must have prior approval from the Plant manager before signing up for the course. No course approvals will be made for a period in excess of one (1) year. Where approved the course tuition will be reimbursed upon the successful completion of the course. An employee who resigns within a year of being reimbursed will be required to re-pay the full amount of the tuition reimbursement and the Company may deduct such amount from any wages and vacation pay owed to the employee.

In addition, the employee will be paid four (4) hours regular time if the exam is on the employee's regularly scheduled day off, these hours are not bankable.

## **LETTER OF UNDERSTANDING – *Tools***

The Company will continue to supply tools that may be regularly required by maintenance and operating employees for the repair or maintenance of operating functions.

## **LETTER OF UNDERSTANDING – *Co-op Students***

The Union and the Company agree that from time to time the Employer may hire on a temporary basis student from an accredited and recognized educational institution to qualify for steam time.

The Company agrees that the use of a co-op student will not result in a layoff or discharge of any employee.

The Co-op student shall not work in a full-time Bargaining Unit capacity.

For the purpose of this Letter of Understanding a Co-op student may only be used in a overtime situation after the Company has exhausted the overtime allocation list outlined in article 2.03 and 2.04 of this Collective Agreement.

Once the overtime allocation list is exhausted a Co-op student may be utilized for an overtime situation and shall receive the entry level pay as per Appendix "A" of this agreement.