

COLLECTIVE LABOUR AGREEMENT

This Collective Labour Agreement is made and entered into this **11th day of June, 2008**, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and Local 862 of the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC**, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees, who are subject to the provisions of this agreement, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to successfully compete in the sale of its products at a reasonable profit.
- 1.02 Both parties agree as to their desire to work in harmonious relationship and undertake:
- a) That there shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee covered by this agreement because of membership or activity in the Union.
 - b) That the Union or its agents shall not, either by definite action or spoken word, intimidate any employees, nor shall they carry on any Union activities during the working hours except as provided for in this agreement.
- 1.03 Wherever the masculine gender appears in this agreement it shall be construed as meaning male or female unless the context of the clause requires otherwise.
- 1.04 The Company and the Union have agreed to a new mandate for their Labour/Management Committee. Henceforth, it will serve as a structured forum, with a structured format, to address issues that may impact the business and the job security of its employees. Such issues include, but are not limited to the following:
- CLA issues/interpretation
 - Employee relation issues
 - Manpower adjustments
 - Workplace reorganization
 - Potential lay-offs
 - Grievance committee report and third step grievance resolution
 - Business opportunities and challenges
 - Joint initiatives
 - Training program

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ARTICLE II

RECOGNITION

- 2.01 a) The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company at Cambridge and Brantford, save and except foreperson, persons above the rank of foreperson, office and clerical staff (and which shall include laboratory staff, technicians and laboratory assistants, time study technicians, quality control technicians, electronic technicians, first aid attendants and draftsmen), and sales staff.
- b) If during the term of this agreement, the Company relocates and operates any process or piece of equipment currently installed in the Cambridge plant/**Brantford** Distribution Centre within a 100 mile radius of the Cambridge/**Brantford** facility, incumbent employees shall be offered the opportunity to transfer their employment to the new location. Provisions of the Ontario Labour Relations Act shall prevail in respect to representation of the employee group.

ARTICLE III

MANAGEMENT RIGHTS- COMPANY SECURITY

- 3.01 The Union recognizes that operating the plant and the full direction of the working forces are the exclusive functions and responsibilities of the Company.

Without restricting the generality of the foregoing:

- a) The Union recognizes the right of the Company to manage the industrial enterprise in which it is engaged, and to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, tools to be used, processes of manufacturing and assembling, the engineering and design of its products and the control of materials and parts to be incorporated in the products produced.
- b) The Union further recognizes the rights of the Company to hire, promote, determine qualifications, capabilities, and qualified experience, transfer, demote and lay-off employees, and to suspend, discharge or otherwise discipline employees for just cause, maintain order, discipline and efficiency, and to determine standards of performance for all machines, employees and operations. The Company agrees to exercise these functions in a manner not inconsistent with the terms of this agreement.

- c) In the event of a full or partial closure of the Company's Cambridge or Brantford facilities which will result in the loss of Plant employment:
- i) The Company will provide the Local and International Union with six (6) months notice if possible prior to the cessation of production operations.
 - ii) Following such notification, the Local and International Union will have the right to explore and discuss with the Company any possible means of averting the Closure.
 - iii) If attempts to avert the plant closure are not successful, the Company and Union representatives will meet to negotiate the manner in which the closure is carried out. Nothing in the foregoing is intended to restrict the ability of the Company to implement a plant closure. The negotiation shall be restricted to those issues related to an orderly procedure of closure.
 - iv) The Company will meet all of the requirements of the Ontario Employment Standards Act, **2000** with respect to notice and severance provisions.

- 3.02 The Union further acknowledges that the Company has the right to make and/or alter, from time to time, reasonable rules and regulations to be observed by all employees. The Company agrees to discuss with the Union any significant changes in such rules and regulations prior to their implementation. Employees found to be in breach of these rules and/or regulations are subject to discipline by reprimands, suspensions or discharge and not necessarily in that order.
- 3.03 Nothing in this agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.04 Nothing in this article shall be construed as giving the Company the right to violate or misinterpret this agreement or any other agreement between the parties.
- 3.05 Reprimands or notations placed on an employee's record by the Company shall be signed by the employee as having been read. If the employee refuses to sign, the union steward shall sign on the employee's behalf. When a disciplinary meeting is to be held with an employee, the employee shall be advised that a union steward shall be present. When an employee wishes to question or dispute such reprimand or notation, he may invoke the grievance procedure within five (5) normal working days of the date of such recording. If the employee's grievance succeeds, the reprimand or notation shall be removed from the employee's record.

Reprimands for all offenses, if not repeated within one (1) year, will be disregarded in the administration of discipline.

ARTICLE IV

UNION SECURITY - DEDUCTION OF UNION DUES

4.01 All employees in the bargaining unit on the effective date of this agreement, and all employees transferred into or new hires into the bargaining unit after the effective date of this agreement shall as a condition of employment become a member of the Union.

4.02 The Company agrees to deduct union dues or the equivalent of union dues as the case may be and assessments in accordance with the by-laws and/or constitution of the Union from the wages of all employees in accordance with 4.03. Such union dues or the equivalent will be deducted in accordance with the constitution of the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union**.

4.03 Monthly union dues as defined by the Union shall be deducted on a weekly basis.

The Company will provide the Union with a weekly report showing weekly deductions, month-to-date deduction and year-to-date deduction.

The Company shall forward a cheque payable to the Union once per month for all dues deducted in the prior month.

4.04 a) The Company shall forward the deductions as provided for in this article to the International Secretary-Treasurer by the fifteenth (15) day of the month following such deductions accompanied by the following information:

- i) From whose pay deductions have been made and the amount.
- ii) From whose pay no deductions have been made and the reason for no deductions.
- iii) A list of those employees whose employment has been terminated.
- iv) A properly filled out check-off certification form as supplied by the Union.

b) The Company shall forward to Local #862 of the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union**, a copy of the above information along with the following:

- i) A properly filled out membership application form supplied by the Union for new employees.

4.05 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments or any other form of liability as a result of the Company making any deductions in accordance with the authorizations and assignments provided for in this article, and the Union will refund directly to any employee on whom a wrongful deduction was made.

4.06 The Union shall notify the Company in writing of changes in dues or other changes in the Union constitution, affecting the Company's obligation under this article, no later than the twenty-fifth (25th) day of the calendar month immediately preceding the month that such change is to become effective. The Union further agrees to notify the Company in writing of

the name of the Local Union Treasurer.

- 4.07 The President, Vice President, Union Officers or a Steward may enter the plant when off shift for the purposes of conducting Union business or grievance investigations. Upon entering, he shall secure the consent of the Supervisor of the department of the employees he wishes to contact in order to minimize disruption of production. Consent to conduct Union business will not be unreasonably denied. When entering and leaving the plant in these circumstances, Union officers shall sign the register at the Guard House. The foregoing policy is based on the Company's current security regulations, which are subject to change.
- 4.08 Notice of meetings and other matters of interest to employees in the bargaining unit that the Union desires to be posted shall be submitted to the Company for posting.

The Union may post similar notices on a Union bulletin board at its discretion.

ARTICLE V

SENIORITY

General

- 5.01 An employee shall be considered a probationary employee until he has completed three (3) months of satisfactory service with the Company and during such period he shall have no seniority rights. During the probationary period, the Company will provide the Union with a copy of all written assessments of the probationer's progress. Upon completion of such period seniority shall date back to the date of first employment. In calculating all time worked, periods of absence shall not be included.
- In the event *two* (2) or more employees have the same seniority date, the Company and the Union shall by draw, and in the presence of the employees concerned, establish the order of seniority of such persons.
- 5.02 Each employee, in order to benefit by the seniority provisions of this agreement, must keep the Company informed of his current address and telephone number. **An employee, in order to maintain his rights to recall to plant employment in excess of twenty-four (24) months as outlined in clause 5.23, must register in writing with the Company during the twenty-fifth (25th) month of lay-off and thereafter during the thirty (30) calendar days following each annual anniversary date from his lay-off date, indicating his desire to retain his rights to recall to plant employment.**
- 5.03 An employee shall have job seniority when he completes three (3) months of continuous service on the job in which he was hired and two (2) months continuous service on the job to which he was transferred at which time his company seniority shall be deemed to be his job seniority. In the case of job postings, the successful applicant will begin accumulating job seniority from the date the job is awarded.
- 5.04 a) When an employee has job seniority and is transferred from such job, he shall continue

to accumulate job seniority on such job until he acquires job seniority on the job to which he was transferred.

- b) Should an employee fail to obtain job seniority for any reason, he shall revert to his previous job with seniority and bidding rights restored.

5.05 An employee who is transferred as a result of the discontinuance of his former job shall have immediate job seniority in the job to which he bumps or is transferred.

5.06 "Capable" as used in this agreement shall mean the employee is physically and mentally qualified to perform the job and "Qualified Experience" shall mean the employee has worked for the Company on the job in question or a similar related job and is presently able to safely perform the job at the level of performance required.

5.07 Notwithstanding the provisions of this article, the Company may place employees under the following conditions:

- a) Where an employee is fully qualified to perform a job for which no other employee can qualify.
- b) Where for the purposes of rehabilitating a company compensable injured employee where, as a result of such injury, he is required to be kept at work, or as a result of same he has a permanent partial disability but performs the work to which he has been assigned in a manner that is satisfactory to the Company. In either case the injured employee shall not displace an employee with greater seniority.
- c) Where an employee cannot perform satisfactory work due to health or other physical or mental conditions, such employee may be transferred to work, which is more suitable if such is available. If the employee is transferred he shall not displace an employee with greater seniority. Failing placement, he may be laid off.

Such consideration shall be limited to a meeting of the Human Resources Manager, the Union President (designate) and one other Union Representative.

5.08 In all cases of new machinery, the Company will post all vacancies for the first crew. If a vacancy remains after posting has occurred, then the Company will fill the vacancies (vacancy) at their discretion. In making this selection the Company will take into consideration the experience and seniority of the individuals and the effect their knowledge and training will have on the succeeding crews. An employee filling a vacancy under this clause will be subject to the same privileges and restrictions as stated in clause 5.14.

It is understood that new machinery does not include replacement equipment or machinery taken out of production for the purposes of redesigning, rebuilding or relocating. Employees affected by the above may be given temporary work assignments but will retain their job positions on that equipment or machine, consistent with the terms of the CLA.

- 5.09 An employee presently in, or who has been in what is now the bargaining unit, who transferred, **after March 1, 2008**, to a supervisory position or any other position outside the bargaining unit, which is directly connected with the operation of the Company, who returns to the bargaining unit, shall return to the job he held at the time of his transfer outside the bargaining unit, provided the period of the transfer has not been in excess of **three (3) months**. Where the period of the transfer has been in excess of **three (3) months**, **the employee shall lose his seniority. An employee who was on external layoff at the time of transferring to such position outside the bargaining unit shall lose all recall rights where the period of transfer has been in excess of three (3) months.** It is understood that seniority shall accumulate while an employee is on transfer outside the bargaining unit.
- 5.10 a) Employees may be loaned from one job to another for a period not exceeding **sixty (60)** consecutive days except in cases where the loan transfer is required as a result of **seasonal or extraordinary requirements**. In such **cases** the loan transfer period can be extended up to ninety (90) days. Such time periods may be extended by mutual agreement. When a loan will exceed five (5) normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such job while on loan, his transfer date shall be that of the first day of loan.
- b) When a loan transfer is necessary, the most senior qualified employee will be given first right of refusal, and failing this, the most junior qualified employee shall be transferred.
- 5.11 Seniority shall be the first consideration in case of promotions, demotions, upgrading or transfers for employees and shall govern when qualifications are equal providing this agreement does not provide otherwise.

Job Posting

- 5.12 A job vacancy is a job to which no employee on lay-off has a prior claim. The Company agrees to the following forms of posting job vacancies:
- a) The posting shall identify the job, the hourly rate of pay, whether or not shift work is involved, the necessary qualifications, and the time and date of the posting.
- b) Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees who have completed at least twelve (12) months of continuous service with the Company. An employee wishing to make applications for job postings must do so in writing during the posting period.
- c) Jobs will be posted in all customary posting areas for a period of **five (5) days provided the posting covers the weekend period.**
- d) It is understood and agreed that the following Skilled Trade jobs (Maintenance Department) Electrician, Machinist, Millwright, Pipefitter, Powerhouse Operator, Carpenter, and Oiler will be subject to job posting. The most senior maintenance helper who makes application for the Oiler classification shall be selected as the successful applicant to any posting for such Oiler classification. **The most senior Pipefitter who makes application for the Powerhouse Operator classification shall be selected as the successful applicant to any posting for such Powerhouse Operator classification.**
- e) An employee who is awarded a job through job posting and fails to establish seniority on

that job because of a production cut-back or job elimination will return to his former job with his bidding rights restored. Any employee transferred as a result of the posting will return to his former job.

- f) An employee making an application for a job posting will be considered to have made himself aware of the requirements of the posted job and if he is the successful applicant, he will fill the posted job for which he applied. Employees may withdraw job posting application prior to posting deadline. A person bidding on a job and not actively at work at the time of the job posting, and who is the successful applicant will be required to provide a return to work date within fifteen **(15) consecutive** days and must return to active employment within **forty-five (45) consecutive** days of notification of job award.
- g) An employee who is the successful applicant to a job created as a result of a plant upshift and where such upshift does not materialize within ninety (90) days; all affected employees shall return to their former jobs with all bidding rights restored.
- h) An employee who applies for a classified job in Mixing, Department #65 and Inspector position for Department #44, #48, and #60 must successfully meet the standards for colour matching aptitude, or colour blindness, as the case may be, established by the Company.

5.13 Only the job vacancy created by an employee filling the original posting, under clause 5.12, will be posted. Third posting restrictions do not apply to day jobs and weekend jobs. All subsequent vacancies will be filled at the discretion of the Company.

- 5.14 a) The Company shall have the right to transfer an employee who was the successful applicant to a job posting but who is unsatisfactory, back to the job he held at the time of his application, within a period of two (2) months from the date he first worked on the posted job with full bidding rights restored.
- b) An employee who is the successful applicant on a job posting cannot make a subsequent application until after the expiration of the following time from the date of his successful application:
 - i) Twelve (12) months, unless the job posting relates to a *two shift operation*] weekend shift or day shift, in which case the time limit shall be six (6) months.
 - ii) An employee who is the successful applicant on a job posting shall have full bidding rights restored if he is laid off within six (6) months from the date of acceptance.
- c) An employee may not bid on any job within his own department that is a lower job classification than the one he holds.

5.15 The Company shall have the right to delay a transfer on the job posting for a period of time equal to the normal training period required to train a replacement. In any event, this period of time shall in no case exceed two (2) months. (See Letter of Understanding #1 I) -

- 5.16 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company if he:
- a) voluntarily quits the employ of the Company, **or retires;**

- b) is discharged for just cause and is not reinstated;
- c) is absent due to lay-off beyond the period of his recall rights;
- d) fails to report for work in accordance with clause **5.28**;

Lay-Off

- 5.17** a) Seniority shall be recognized for the purpose of effecting a reduction of work force.
- b) Seniority will be exercised first within the department concerned with the work force reduction, then within the **sub-group, if any, then within the** group and subsequently within the plant.
 - c) The junior employee in each job classification in the department in which the lay-off is to occur will be laid off from their job and shall exercise his bumping rights in the department in reverse order of progression where such is in effect.
 - d) When paragraph (c) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the group by displacing employees having the least seniority in the **sub-group, if any, then in the** group on general jobs only.
 - e) Upon completion of this exercise, probationary employees shall be laid off to await recall.
 - f) When paragraph (e) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the plant by displacing employees having the least seniority in the plant on general jobs only.
 - g) In the case of (d) and **(9)** above, surplus employees shall exercise their bumping rights by choice, based upon seniority. Employees shall advise the Company of their choice within **twenty-four (24)** hours of being given notice to exercise their bumping rights.
 - h) When all of the above has been completed a surplus employee with greater seniority than any employees in classified jobs shall be retained in the plant as unclassified, paid the rate of the job he held when first displaced until he is assigned, reverts, or is a successful applicant on a job posting. Failing this, the employee shall be laid off from plant employment awaiting recall.

In the case of external lay-off, lay-offs will occur on a seniority basis and provisions for classified jobs will not apply. When an external lay-off is declared, following an internal lay-off, all laid-off employees will revert to their departmental job classification consistent with their recall rights and then will exercise their bumping rights. In all cases of external lay-off, job progression defined in "Appendix C" will apply when the employee in the Department, where progression in accordance with Appendix C occurs, has more seniority than employee(s) exercising their bumping rights by choice. The Company and Union agree to discuss any possible alternatives to lessen the impact on

the bargaining unit before any lay-off is declared.

- j) Where the President of Local #862 is affected by lay-off, he will be considered to have one day more seniority than the most junior employee in the plant and will be governed by clause 5.17(f).
- k) Any provisions of lay-off and/or recall procedures may be superseded by mutual agreement between the Company and the negotiating committee of the Union.

Note: Classified and general jobs as defined in Appendix "C".

- 5.18** Skilled trade and trainee (apprentice) jobs within the Maintenance Department are excluded from the effect of this section (lay-off and recall). In case of lay-off within the skilled trades or trainee (apprentice) classification (Maintenance Department) an employee will exercise seniority within his skilled trade or trainee (apprentice) classification and then trainees (apprentices) will be governed by clause 5.17(f).
- 5.19** When a temporary condition arises requiring a temporary lay-off of an employee for a definite period of time, not exceeding five (5) normal workdays, (24 hours work for a weekend worker) the seniority provisions of this article shall not apply. For any specific group or section such lay-off shall not be applied more than once per contract year. Such a lay-off will be effected only when and/or where a specific section or group of employees would be affected temporarily due to such conditions as machinery breakdown, customer scheduling or any other cause beyond the control of the Company. When such a temporary condition affects a job classification or more than one (1) employee, probationary employees in such job classifications will be laid off before seniority employees are affected. An employee laid off from plant employment under this clause, shall be deemed to be on qualifying lay-off under Article 1, Section 1(a) of the Supplementary Unemployment Benefits Agreement.
- 5.20** **The Company agrees to furnish the President, Vice President and Treasurer of Local #862 with seniority lists based on the employees' records, which shall contain the then current seniority date of each seniority employee in the bargaining unit, upon request at least once every three (3) months.** The Company will review the list of impending lay-offs of seniority employees with the President and Chief Steward of the Union, or their authorized representatives, in order to avoid any error. The Company will provide the Union with an up-to-date list of all persons on lay-off having recall to work rights with their recall entitlements dates shown, **upon request at least once every three (3) months.**
- 5.21** When it becomes necessary to lay off an employee, he will be given seven (7) calendar days' notice prior to the date of his lay-off, seven (7) calendar days beginning Monday for weekend shift, whenever possible. If the employee is held past his lay-off date, his notice will be updated to reflect a new lay-off date. An employee who desires to leave the employ of the Company shall give seven (7) calendar days' notice whenever possible.
- 5.22** A seniority employee's seniority shall accumulate during a period of lay-off, provided such accumulation does not exceed twelve (12) months during any one period of lay-off.

Recall and Reversion

- 5.23 a)** A seniority employee at the date of lay-off shall be entitled to the following right to recall to plant employment.

| Seniority at Date of Lay-Off | Period of Recall |
|--|------------------|
| Three (3) months but less than one (1) year | 1 year |
| One (1) year but less than two (2) years | 2 years |
| Two (2) years but less than three (3) years | 3 years |
| Three (3) years but less than four (4) years | 4 years |
| Four (4) years or more | 5 years |

- b) Employees shall have reversion rights for a period of one (1) year.
- c) i) Where a lay-off from a group, **or a sub-group, if any**, or department does not exceed **nine (9)** months, all employees shall revert to the positions and schedules they held prior to lay-off.
- ii) When the period of lay-off is greater than **nine (9)** months but less than twelve (12) months, the effected employees may revert to positions and schedules they held prior to lay-off if they so desire.
- iii) Should an employee refuse reversion under c(ii) above, or is the successful bidder on a job posting within twelve (12) months of lay-off, his reversion right shall be canceled.
- iv) **If an employee is the successful bidder on a job posting within twelve (12) months of lay-off he shall have the option to revert to positions and schedules he held prior to lay-off. If he refuses reversion, his reversion right shall be canceled.**
- d) An employee on lay-off from plant employment shall not have reversion rights until he is recalled to plant employment, nor shall his reversion rights allow him to displace any employee at the time of his return. Upon return, his reversion rights are applicable to the next immediate opportunity.

- 5.24** Employees with rights to recall to plant employment or reversion shall be recalled or revert in the following order:

- a) A laid-off employee shall be recalled to plant employment consistent with his plant seniority.

- b) An employee shall not have reversion rights in any successive department or group beyond the department or group from which he was first displaced.

Recall or reversion shall be in reverse order of lay-off.

- 5.25** An employee who, after medical verification, and in the opinion of the Company, is unable to accept recall to plant employment due to being physically incapable of handling the job to which he is being recalled will be returned to the recall list. When able to meet the required physical standards, he shall be notified of the next available job.
- 5.26** An employee who is unable to accept recall to plant employment due to being sick and unable to work at the time of recall, will be returned to the recall list and when he is fully recovered, he shall notify the Company of this fact. He shall be recalled to work and will bump the most junior employee in the plant. The junior employee will be returned to the recall list and article **5.23** shall apply. It is understood that to avail himself of this provision, an employee must notify the Company within two (2) normal work days referred to in **5.28**, of his sickness, be prepared to verify such sickness if required to do so and advise the Company by registered mail when he is fully recovered and able to return to work. It is understood that the employee's return to work may be delayed by a period of time equal to the notice of lay-off requirements under the Employment Standards Act of Ontario in effect at the time.
- 5.27** In the case where a full crew is recalled, the **employees** shall be returned to the positions in the job progression that they held at the time of the lay-off.
- This clause only applies in circumstances wherein a department, which had previously operated and was shut down, is restarted within twelve (12) months.
- 5.28** An employee who is recalled must present himself for work within two (2) normal workdays from the date of his recall. **If such recalled employee has a bona fide reason that is acceptable to the Company, an extension shall be granted. Such extension shall not however exceed fourteen (14) calendar days.**
- 5.29** In the case of recall within the skilled trades classifications (Maintenance Department) an employee will be recalled in order of seniority to his skilled trade classification.
- 5.30** Before hiring a new employee, the Company shall give consideration to former employees.

Leave of Absence

- 5.31** Leaves of absence for reasons other than illness or injury may be granted by a department manager.
An employee desiring a leave of absence must make his request in writing to his supervisor sixty (60) days prior to leave. The supervisor will advise the employee in writing within two (2) weeks regarding his written application. Before an employee can take a leave of absence he must have written approval for the leave. If the employee is unable to make a written application and has a valid reason for not making it, the Company will not unreasonably withhold the leave of absence.
- 5.32** The Company may grant a reasonable leave of absence for personal reasons to an employee. Before taking such leave, the employee must have written approval from the Company.

- 5.33** Leave of absence shall be granted for **non-occupational** illness or injury of an employee. The duration of such shall be dependent on the nature of the illness or injury, the medical aspects of the case and the effort the employee is making to restore himself to normal health but shall not, except as hereinafter provided, exceed the following:

| Seniority | Duration of Leave |
|-----------------------------------|-------------------|
| a) 3 months but less than 1 year | 3 months |
| b) 1 year but less than 5 years | 6 months |
| c) 5 years but less than 10 years | 12 months |
| d) 10 years and over | 24 months |

Provided, however, the Company in consultation with its medical advisor will exercise the primary control as to how long beyond the period specified in (a) to (d) herewith, the leave of absence may be extended.

- 5.34** An employee is entitled to pregnancy or parental leave in accordance with the current provisions of the Ontario Employment Standards Act, 2000.

- 5.35** An employee who is elected or selected for full time duty as an Officer or Representative of the **U.S.W.** or its affiliated organizations in the Canadian Labour Congress or the Ontario Federation of Labour, which assignment may take him away from his employment with the Company may apply in writing for leave of absence.

Such leave shall be granted for the term of this agreement and shall be automatically renewed upon ratification of subsequent agreements.

When leave is granted for this purpose, the employee shall retain his seniority status for the term of the leave, only with respect to job placement upon termination of the appointment. For seniority accrual for pension purposes see Article II of the Pension Benefit Plan. The Company shall have the right to refuse leave if more than three (3) employees are appointed or selected to serve as representative of the International Union and/or its affiliated organization.

- 5.36** Seniority employees who are properly designated Representatives of the Local Union shall upon request to the Company be granted leaves of absence to attend to Local Union business, provided the number of leaves requested at any one time does not exceed six (6) and further provided that the granting of leaves will not unduly curtail the Company's operation.
- 5.37** Seniority shall accumulate during an approved leave of absence up to a period of six (6) months during any one period of leave including extensions, except in cases of illness or injury of the employee, in which case such period shall be increased to twenty-four (24) months provided the Company is satisfied with the medical information received from the employee respecting the need for the extension.

- 5.38** An employee granted a leave of absence, for personal illness or injury, in excess of fifteen

(15) days must, if required by the Company, pass a medical examination at the Company's expense, **prior to returning to work**. If he fails to pass this examination and is thus prevented from resuming work, he shall be given a leave of absence in accordance with clause **5.33** above.

- 5.39** An employee who is absent from work due to a compensable factory injury shall not be considered on a leave of absence in the meaning of this article. After medical approval for work, such employee will be returned to work in accordance with the terms of this agreement, Provided that if he returns to work with a permanent partial disability he must be able to perform the work required of him. Seniority for such absence from work will be credited to the job and department he held prior to such injury.
- 5.40** An employee who returns from a leave of absence shall be reinstated in his former position in accordance with the seniority provision of this article provided he is capable of performing the work required.

ARTICLE VI

UNION REPRESENTATIVES

- 6.01** The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievances to the representatives of the Company.
- 6.02** There shall be one Chief steward for the bargaining unit and other stewards shall be as follows:
- a) One (1) steward on each shift for Compound and Mixing Department.
 - b) One Steward on each shift for #3, #4, #5, #7, #8, #9 Printers, Sample Printer, Print Utility.
 - c) One Steward on each shift for #1, #3, #4 Laminators.
 - d) One (1) steward on each shift for the Inspection Department.
 - e) One Steward on each shift for #3, #4, #6 Calenders, Blender/Banbury Department.
 - f) One Steward on each shift for Shipping, Receiving, Material Handling and Brantford Warehouse.
 - g) One Steward on each shift for the Maintenance Department.
 - h) One (1) steward on each shift for the Plastisol Department.
 - i) One (1) steward on each shift for the Dry Laminator Department, Die Cutter, #4 Grainer and #5 Grainer.

All stewards shall have completed their probationary period. Changes, additions or deletions may be made by mutual agreement.

- 6.03** The Company further acknowledges the right of the Union to appoint or select from the bargaining unit a negotiating committee of not more than six (6) employees who have completed their probationary period. The Company will negotiate with such committee for renewals or extensions of agreements. The said committee will co-operate with the Company in the administration of this agreement. An International Representative of the Union will participate in such negotiations if requested to do so by the Union.

- 6.04 The Company will pay the members of the negotiating committee of not more than six (6) members for all time spent at a meeting called by the Company, at the normal hourly rate of each member who attends, if overtime and/or shift premium would normally be applicable to the members(s) who attend then overtime and/or shift premium shall be paid.
- 6.05 The Company will pay the members of the negotiating committee for time lost from their normal shift for attending every other meeting scheduled for negotiating agreements between the Company and the Union, excluding time spent on conciliation. The rate of pay shall be the normal hourly rate of each member who attends, excluding overtime and/or shift premium.
- 6.06 A seniority employee who is a properly designated representative of the Local Union shall upon request to his immediate foreman be permitted reasonable time off for the investigating or handling of grievances and/or attending to Local Union business within the plant. If such time off requires contacting any employee during working hours this shall be arranged by said employee contacting the supervisor of the employee concerned so that the least production delay will result. In special circumstances it may be necessary for such Representative to investigate a grievance outside his regular shift hours. The Company will pay Union Representatives for such time spent during normal shift hours and time spent in special circumstances as above at their normal hourly rate excluding overtime and/or shift premium, up to a total maximum amount in each contract year, equal to \$12.00 per employee multiplied by the number of employees in the bargaining unit in the first month of each contract year. Any amount in excess of the aforementioned maximum amount will be billed to the local union on a monthly basis.
- 6.07 **The Company will pay the Union President of Local #862, U.S.W. and in his absence, his designate, up to a maximum of fifteen (15) hours per week for local Union business. These hours shall not be charged to Clause 6.06 of the Collective Labour Agreement.**
- 6.08 **The Company agrees that the current union offices shall be available to Local #862 for its use for the term of the Collective Labour Agreement.**

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.01 An employee who has a complaint shall discuss same with his immediate supervisor, either directly or with his steward. If the complaint is not settled, it may be treated as a grievance and thereafter processed through the following steps in sequence.

Any and all of the time limits set out in this Article may be extended by mutual consent in writing.

Step No. 1

The grievance shall be reduced to writing, dated and presented to the supervisor involved,

within thirty (30) normal working days of the alleged incident leading to the grievance. A meeting will then be arranged within three (3) normal working days subsequent to the date the grievance is received by the supervisor. The grievance will be taken up by the supervisor and department manager, as well as the union steward and/or area steward (or appropriate representative). Such union representation shall include the grievor. Both parties will jointly complete a fact sheet defining the nature of the grievance and outlining the events and circumstances relating to the grievance. The supervisor will render his decision in writing within three (3) normal working days after the conclusion of the meeting(s) on said grievance.

Step No. 2

Failing settlement of step No. 1, the Company and Union grievance committees will hold a joint meeting (the grievor may attend), within five (5) normal working days subsequent to the date of the supervisor's written decision. The committees will review the fact sheet and the Collective Labour Agreement in an attempt to resolve the grievance. The Company will render a decision in writing within three (3) normal working days.

Step No. 3

Failing settlement at Step No. 2, the grievance may be taken up by the negotiating committee, with the company management committee within thirty-five (35) normal working days subsequent to the date of the Company's written decision. The Management Labour Consultant may attend upon request of the Company. An International Representative of the union may attend upon request of the Union. The supervisor and/or department manager and/or area steward may be required to attend. The authorized member of the management committee will render the decision of such committee in writing within three (3) normal working days after the conclusion of such meeting(s) on said grievance.

Suspension except those of a severe nature (e.g. sabotage, fighting, assault, theft, use of chemical substances, etc.) shall not be served until the grievance has been disposed of up to and including Step No. 3 above.

Suspensions arising from actions of a severe nature shall be taken up at Step No. 3 within seven (7) days of the Union filing a grievance with the Company.

Step No. 4

Any grievance arising from the interpretation, application, administration or alleged violation of this agreement which has not been settled under the grievance procedure, including any question as to whether a matter is arbitrable] may within but not more than thirty-five (35) normal working days after the completion of Step No. 3, be submitted to arbitration by either party. When either party to this agreement requests that a grievance be submitted to arbitration they shall make such request in writing and address same to the other party.

The parties shall then proceed to arbitration as provided for under the Ontario Labour Relations Act.

- 7.02** Each of the parties shall pay the charges and expenses of its appointee. The charges and expenses of the Arbitrator shall be borne equally by the Company and the Union.

- 7.03 A decision by the Arbitrator shall be final and binding upon both parties and the employees.
- 7.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement. Unless mutually agreed no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.05 Grievances on hourly rates in effect on the effective date of this agreement, including those, which are changed by a general wage adjustment, are not subject to arbitration unless there is a change in job content. Grievances pertaining to new hourly rates established after the effective date of this agreement (excepting those rates changed by a general wage adjustment), shall be subject to the arbitration procedure as heretofore expressed except that in such an instance the Arbitrator shall be a member of a reputable Industrial Engineering Company.
- 7.06 No grievance after it has once been submitted to the negotiating committee for adjustment shall be settled except through the negotiating committee, or if otherwise, with the consent and approval of such committee.
- 7.07 The Union agrees that the final written answer of the Company to a grievance at any step in the grievance procedure shall dispose of the grievance unless such is appealed by the Union within ten (10) normal working days from the date of the Company's final answer. The only exception shall be that of an appeal to arbitration wherein fifteen (15) normal working days is allowed. Where the Company fails to answer in writing as provided in Step No. 1 and/or 2 of clause 7.01 and the President of the Union has reminded the Human Resources Manager of the lack of such notice and provided after such notification the Company fails to render its decision in writing within ten (10) normal working days of the date of the President's reminder, the grievance will be settled in the favour of the grievor or the Union as the case may be.
- 7.08 If an employee feels that he has been unjustly suspended or discharged he shall have the right to appeal herewith his discharge or suspension in accordance with the grievance procedure herein provided. In severe cases involving suspension or discharge the employee(s) concerned will be sent home immediately. The Company will within two (2) normal working days inform the employee and the Union of the disciplinary action to be taken. Such appeal must be in writing, addressed to the Company and the Union and must be in the Company's hands no later than five (5) normal working days after the effective date of his suspension or discharge. If such appeal is properly made, the matter shall be negotiated through the grievance procedure and if it is determined that the employee has been unjustly suspended or discharged, he shall be reinstated to his former position without loss of seniority, and shall be compensated at his normal rate for normal hours lost from work because of the suspension or discharge.

It is further agreed that the conferring parties or the Arbitrator shall have the power to make any other arrangements which, in their opinion, are just and equitable in the application of the foregoing penalties in this clause.

- 7.09 When an employee has been discharged without notice, he shall upon request be given the opportunity to interview his steward in a suitable place, providing such can be accomplished within an hour and a half from the time his discharge is effective and the circumstances are not such that he must be removed from the premises of the Company without delay.

- 7.10 The Union agrees there shall be no strike, sit-down, slow-down nor stoppage of work, either partial or complete during the term of this agreement, except as provided with respect to the rights of individual employees to refuse to perform unsafe work under the terms of Part V of the Occupational Health and Safety Act of Ontario, 2004. The Company agrees there shall be no lockout during such term.

ARTICLE VIII

HOURS OF WORK, OVERTIME

- 8.01 When production requirements as defined by the production plan in any department or departments exceed the capacity in any department or departments such that the requirements cannot be produced on a five (5) day three (3) shift schedule, the Company shall then schedule such department or departments on a week-end schedule as follows: The normal work week for employees in the bargaining unit on a five (5) day schedule shall be scheduled from 11.00 p.m. Sunday (shift one Monday) to 11.00 p.m. Friday except when a paid holiday is observed on a Monday: then the normal hours for that week shall be scheduled from 11.00 p.m. Monday (shift one Tuesday) to 11.00 p.m. Friday.

The two (2) day schedule (week-end schedule) shall consist of two (2) twelve (12) hour shifts, one each on Saturday and Sunday from 11.00 p.m. Friday to 11.00 p.m. Sunday.

It is understood, that all terms of this collective agreement shall apply in a manner such that an employee working on the two (2) day schedule shall not lose or gain benefits currently available to a five (5) day worker.

- 8.02 Normal hours for employees not working on a continuous eight (8) hour shift will be from seven (7) a.m. to eleven-thirty (11.30) a.m. and from twelve (12) noon to three-thirty (3.30) p.m. Monday to Friday inclusive.
- 8.03 Normal hours of work for a five (5) day worker shall be eight (8) hours per day and forty (40) hours per week. Normal hours of work for a two (2) day worker shall be twelve (12) hours per day and twenty-four (24) hours per week. This section is intended to provide a basis for overtime and shall not be construed as a guarantee of work per day or week.
- 8.04 On five (5) day continuous operations, normal shift hours shall be:

| | |
|---------|-------------------------|
| Shift 1 | 11:00 p.m. to 7:00 a.m. |
| Shift 2 | 7:00 a.m. to 3:00 p.m. |
| Shift 3 | 3:00 p.m. to 11:00 p.m. |

On weekend operations where only one (1) crew is in effect, normal shift hours shall be:

| | |
|----------------|--|
| Saturday shift | 11:00 p.m. Friday to 11:00 a.m. Saturday |
| Sunday shift | 11:00 a.m. Sunday to 11:00 p.m. Sunday |

On weekend operations where two (2) crews are in effect, normal shift hours shall be:

| | |
|------------------|--|
| Saturday Shift 1 | 11:00 p.m. Friday to 11:00 a.m. Saturday |
| Saturday Shift 2 | 11:00 a.m. Saturday to 11:00 p.m. Saturday |
| Sunday Shift 1 | 11:00 p.m. Saturday to 11:00 a.m. Sunday |
| Sunday Shift 2 | 11:00 a.m. Sunday to 11:00 p.m. Sunday |

Any changes to the above normal shift hours will be by mutual consent between the Company and the Union.

- 8.05 a) Hours worked in excess of eight (8) in a twenty-four (24) hour period shall be paid at the rate of time and one half excepting:
- i) When the hours of an employee exceed his normal daily hours because he substituted for another employee other than at the Company's request or changed his hours at his own request.
 - ii) For time spent in meetings paid for by the Company, however, the time lost by a properly designated representative of the Local Union from his regular scheduled shift due to attending meetings with the Company shall be considered as part of his normal shift hours in determining overtime on his regular shift.
- b) Hours worked between eleven (11) p.m. Friday and eleven (11) p.m. Saturday shall be paid at the rate of time and one-half. Hours worked between eleven (11) p.m. Saturday and eleven (11) p.m. Sunday shall be paid at the rate of double time.
- c) When an employee reports for work on his regular shift and is sent home before the end of his regular shift and is required to report back for work within the **twenty-four (24)** hour period, he shall be paid time and one-half for all hours worked on reporting back.
- 8.06 An employee who works overtime shall not be required to take time off during the week to bring his hours down to normal hours per week.
- 8.07 Time and one-half will not be paid twice for the same hours worked or paid for.
- 8.08 When an employee is scheduled to work overtime and he works two (2) **or more** hours, provided he has not been given notice prior to the end of his previous shift and he remains on the company premises during the meal break, then a meal allowance of \$8.00 will be paid within the overtime period.
- 8.09 It is recognized that it may be necessary to work beyond the normal hours per day or week and the Union and employees will co-operate in performing overtime. The Company agrees that when overtime is scheduled it will be divided as evenly as possible among the employees who usually do the work. When overtime is necessary due to absenteeism of employees, the Company has the right to loan employees from other jobs to fill the vacancies. Failing this, the overtime will be divided as evenly as possible among the employees who usually do the work. The Company will give consideration to personal commitments of employees when overtime is scheduled. Employees shall have the right to refuse offered overtime.

Overtime shall be distributed in accordance with Appendix "E" Overtime Guidelines of the Collective Labour Agreement, and in all instances shall be in compliance with the Ontario Employment Standards Act, 2000.

- 8.10 a) The Company will pay employees not working on a continuous shift of eight (8) hours or more, one (1) ten (10) minute rest period during each continuous work period of four (4) hours or more.
- b) The Company will pay employees working on a continuous shift of eight (8) hours or more for two (2) ten (10) minute breaks and one (1) twenty (20) minute break.
- c) The Company will pay employees not working on a continuous shift of eight (8) hours or more a rest period of ten (10) minutes when working overtime in excess of one (1) hour without leaving the Company premises.
- d) The Company will pay a weekend worker working a regular twelve (12) hour shift on Saturday and Sunday or a five (5) day worker working a scheduled twelve (12) hour shift, three (3) ten (10) minute breaks and two (2) twenty (20) minute breaks.

ARTICLE IX

PAID HOLIDAYS

- 9.01 a) An hourly employee who qualifies will be paid for normal daily hours at his normal hourly rate for the following paid holidays:

| | <u>2008</u> | <u>2009</u> | <u>2010</u> |
|------------------|--------------|-------------|-------------|
| New Year's Day | | Jan 1(Thu) | Jan 1 (Fri) |
| Family Day | | Feb 16(Mon) | Feb 15(Mon) |
| Good Friday | Mar 21 (Fri) | Apr 10(Fri) | |
| Victoria Day | May 19(Mon) | May 18(Mon) | |
| Canada Day | Jun 30(Mon) | Jun 29(Mon) | |
| Civic Holiday | Aug 4(Mon) | Aug 3(Mon) | |
| Labour Day | Sep 1(Mon) | Sep 7(Mon) | |
| Thanksgiving Day | Oct 13(Mon) | Oct 12(Mon) | |
| Christmas Day | Dec 25(Thu) | Dec 25(Fri) | |
| Boxing Day | Dec 26(Fri) | Dec 28(Mon) | |
| Floater | Dec 29(Mon) | Dec 29(Tue) | |
| Floater | Dec 30(Tue) | Dec 30(Wed) | |
| Floater | Dec 31(Wed) | Dec 31(Thu) | |

- b) Any publicly declared holiday in the future shall reduce the number of floaters

- 9.02 In order to qualify for the paid holidays specified in clause 9.01 herewith, an employee must meet all of the following rules unless otherwise provided herein:

- a) He must report for work at the starting time of his shift and be prepared to work the normal scheduled hours on both the last scheduled normal work day preceding and the first scheduled normal work day following the paid holiday. If the employee is unable to complete such normal scheduled hours for a reason that is acceptable to the Company, he shall be considered as qualifying under this subsection.

Exceptions:

An employee who is absent on one but not both of the qualifying days and the reason he was absent was because:

- a) He was late in reporting for work due to a reason beyond his control that is acceptable to the Company.
- b) An employee who is absent on one or both of the qualifying days as a result of being confined to hospital, being off sick, or injured as a result of a non-occupational accident and such is verified by medical certification, the employee shall be paid the holiday as per Article VI of the Choices Flexible Benefit Plan.

This exception is limited to those paid holidays occurring within a ninety (90) day period from the date of hospitalization, onset of illness or injury.

- c) The employee was absent on one or both of the qualifying days as a result of being on an approved leave of absence or lay-off then provided the employee has been at work some part of the week during which one of the qualifying days fall he shall receive payment for the paid holiday.

9.03 If one of the paid holidays referred to in article 9.01 falls during the vacation period of an employee who is eligible for such paid holiday, the paid holiday will be banked until it is requested as an adjustment to a regular pay. All paid holidays deferred must be taken by December 31st. When the vacation form is submitted, employees must declare the alternate day the paid holiday will be taken. The qualifying provisions of 9.02 will apply to the scheduled hours on the day preceding and the day following the day designated as the statutory holiday.

9.04 When an employee fails to qualify for a paid holiday specified in clause 9.01 herewith and the only reason for such failure is because of a partial or total plant shut-down which causes such employee to be laid off and therefore the employee fails to work both of the qualifying days specified in subsection (b) of clause 9.02, provided his lay-off does not exceed three (3) calendar weeks, the employee shall be paid for such holiday upon his return to work.

9.05 When any of the paid holidays specified in clause 9.01 herewith fall on a Saturday it shall be observed on the Friday immediately preceding the paid holiday, When such holiday falls on a Sunday, it shall be observed on the Monday immediately following such paid holiday.

If, as a result of this clause, more than one (1) holiday would be observed on the same day, one of the holidays will, by mutual agreement, be observed on another day. When Canada Day falls on a Tuesday or Wednesday, it will be observed on the previous Monday. When it falls on Thursday, it will be observed on the following Friday.

9.06 Paid holiday shall start at eleven (11) p.m. and end at eleven (11) p.m. on the day of

observance.

- 9.07 An employee who works on a paid holiday shall be paid at the rate of double time for all hours worked, in addition to any paid holiday pay he may be entitled to under the terms of the preceding clauses in this article.

ARTICLE X

WAGE POLICY

- 10.01 Appendix "A" herewith attached is part of this agreement and contains the job classifications and their respective hourly rate ceiling. The hourly rate ceilings herein shall remain in effect for the term of this agreement and are not subject to change except by mutual agreement between the Company and the Union.

Reporting for Work Pay

- 10.02 a) An employee who is called into work prior to his regular shift shall be paid his applicable rate for such hours worked provided he completes the assigned hours on his regular work on his regular shift unless excused by his immediate supervisor.
- b) An employee reporting for work at his scheduled shift time without being properly notified to the contrary or reports for work at a time requested by his supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the Company's control, shall be paid a minimum of four (4) hours at his normal hourly rate.

Where an employee is assigned some other form of work, he shall be paid in accordance with clause 10.06 (payment for temporary assignment) of this agreement.

It is understood that reporting for work means the employee has "punched in" and is in his department ready for work at his scheduled starting time. It is further provided that an employee shall be considered as reporting for work where personal contact is made with the supervisor at or before his scheduled time.

- c) An employee shall be considered to have been properly notified if such notification is made by the Company no later than one (1) hour before his scheduled starting time. Reporting for work will not be paid:
- i) When the employee refuses a reasonable assignment.
 - ii) When an employee is absent from work for personal reasons not covered by a leave of absence prior to reporting for work.
 - iii) When an employee fails to record with his supervisor or the Human Resources office his current address and/or telephone number and therefore, the Company is unable to notify him not to report to work.
 - iv) In cases of stoppages of work caused by labour disturbances directly or indirectly within the plant.
 - v) In cases caused by mechanical or electrical breakdown where such substantially affect operations in a department or plant, power failures, weather conditions, fire, catastrophe or any other cause beyond the Company's control.

Payment for Time Lost Due to Bereavement

10.03 A seniority employee who is excused from work by the Company because of a death in the employee's immediate family shall be paid for time lost by him during the normal work week for five (5) normal work days for current spouse, son or daughter, mother, father, sister, brother, legal guardian, step parents, and step children. Three (3) normal workdays for the following immediate family members:

Current mother-in-law or father-in-law, son-in-law or daughter-in-law, grandparents, grandchildren.

Payment for time lost by a seniority employee during his normal work week shall be limited to the day of the funeral for current brother-in-law, sister-in-law, foster parents, foster child, spouse's grandparents, spouse's brother-in-law and sister-in-law. The rate of pay for time lost under this clause shall be his normal hourly rate. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this clause for such day(s). Exception, when a death occurs during a vacation period, vacation day(s) will be taken at a later time at the standard rate.

In those cases wherein circumstances of travel and funeral arrangements require the seniority employee to have additional leave in excess of **the entitlement noted in the first paragraph above**, he may request such leave and it shall not be unreasonably denied. In these circumstances, payment for such leave shall not exceed two (2) additional days and such leave shall be available only in circumstances related to the passing of immediate family members.

It is understood that all employees on weekend shift schedules shall be covered for bereavement leave as follows:

Five (5) day entitlement, full weekend off for bereavement

Three (3) day entitlement, either Saturday or Sunday off for bereavement

One (1) day entitlement, day of funeral as per Collective Agreement

Civic Duty

10.04 a) An employee who is summoned and reports for jury duty or as a subpoenaed Witness as prescribed by law, shall be paid by the Company an amount equal to the difference between daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) and the wages he would have earned that day by working normal hours at his normal hourly rate.

The provision of the above paragraph shall not apply to an employee who is summoned, reports for, or is subpoenaed as a witness for the Union in any arbitration proceeding and a proceeding in a divisional court resulting from said arbitration and action by the Union before the Ontario Labour Relations Board.

The employee will be paid for each day on which he reports for or performs jury duty and on which he would otherwise have been scheduled to work for the Company during the normal week. Payment for such service shall be made provided:

- i) The employee notifies the Company within twenty-four (24) hours after receipt of selection.
 - ii) The employee furnishes the Company with a written statement signed by the appropriate public official, which shall contain the date, time served and amount.
 - iii) The employee reports for work if a reasonable amount of time can be worked either before or after such service.
- b) An employee shall be granted one (1) day's leave of absence with pay for the purposes of attending a Citizenship Court in which he or an immediate family member (as defined in 10.03) is a participant.

Call Back Pay

10.05 An employee called back to work in any emergency after he has left work and before his normal starting time shall be paid four (4) hours pay at time and one half (double time on Sunday and paid holidays) his regular hourly rate or the rate of the job performed, whichever is the greater.

The employee may leave the plant if the emergency has been resolved. It is understood that any employee working on an emergency call-in may be requested to resolve any additional emergency situation, which may arise while in the plant.

It is further understood that this clause does not apply to situations of unscheduled overtime.

10.06 When an employee is temporarily assigned to a job he shall be paid the greater of:

- a) His normal hourly rate; or
- b) The hourly ceiling rate of the assigned work.

Hiring Rates and Automatic Progression

10.07 The starting rate for hourly rated classifications shall be \$1.00 per hour below the lowest hourly rate for new permanent employees for the first thirty (30) days of employment regardless of the job performed. Employees hired as temporary summer workers shall be paid \$14.00 per hour for all normal hours regardless of the job performed for the term of their employment. When summer students are hired, they will be used in the plant as in the past and will be entitled to overtime according to the Collective Labour Agreement. In all cases summer students shall not be hired prior to mid-April of any year nor shall they remain employed as summer students beyond one (1) week following Labour Day holiday of any year unless mutually agreed otherwise.

10.08 The rates specified in clause 10.07 is the minimum rate the Company will pay. The Company shall have the right to exceed the payment specified and will also retain the right to reduce or remove the time limit if and when expedient. However, the Company shall not, at any time, make payments in excess of ceiling rates specified in Appendix "A".

Shift Premium

10.09 Shift premium shall not be included in the calculation of an employee's overtime rate.

10.10 The Company will pay a shift premium to all employees of one (1) dollar per hour for hours worked on the shift eleven (11) p.m. to seven (7) a.m. and seventy (70) cents per hour for hours worked on shift three (3) p.m. to eleven (11) p.m.

10.11 The shift premium for abnormal shifts shall be as outlined in 10.10 above. No shift premium shall be paid for hours worked on shifts which normally start on or after seven (7) a.m. and end on or before seven-thirty (7:30) p.m.

10.12 An employee required to work earlier or later than his normal shift hours, shall not be paid shift premium for the hours for which he is paid an overtime rate.

10.13 Weekend shift workers shall not be paid shift premium for any hours worked between seven (7) a.m. and three (3) p.m.

10.14 A leadman's duties shall include that of instructing, training and assigning employees but shall not include the authority to discipline employees. A leadman does not have charge or responsibility over a worker or work place, and is not considered to be a member of supervision. It is further acknowledged that the leadman is not deemed to be a supervisor for purposes of the Occupational Health and Safety Act. When performing such work the leadman shall be paid an increase in his normal hourly rate of one (1) dollar per hour for hours so applied.

10.15 An employee who is injured in the factory and who is required to obtain treatment at the factory location and/or who is required to obtain treatment at another medical location shall be paid for such time lost from the normal shift during which the accident occurred at his normal hourly rate.

10.16 An employee scheduled to take the general accounting inventory shall be paid at his normal hourly rate.

10.17 An employee who progresses to or is the successful applicant for a job posting shall be paid his former job rate until he qualifies in the new job or after ninety (90) worked days in the new job, whichever first occurs.

10.18 The Company shall pay employees their weekly wages each week as follows: Wednesday shift #3 before shift end. Thursday shifts #1 and #2 before shift end. In a calendar week that contains a paid holiday prior to pay day or should a data processing machine breakdown occur prior to pay day, the pay day for that week may be one full day later.

Interim Increase Formula

10.19 The Supplemental Agreement covering the Interim Increase formula attached hereto forms part of this agreement.

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ARTICLE XI

VACATIONS

1 01 An employee who has one (1) or more years of seniority as of the current calendar year shall be granted a vacation, the entitlement of which shall be based upon his seniority and the payment for which shall be based on his seniority and a percentage of the employee's wages received by him from the Company from January 1st of the preceding calendar year to December 31st of the preceding calendar year (unless otherwise provided under clause 11.02). The entitlement and payment shall be based on the following schedule:

| Seniority as of the Current Calendar | Vacation Entitlement | Vacation Payment |
|---|----------------------|------------------|
| Group A | | |
| less than one (1) year (includes probation employees) | Nil | 4% |
| Group B | | |
| one (1) year but less than five (5) years | 2 calendar weeks | 4.5% |
| Group C | | |
| five (5) years but less than ten (10) years | 3 calendar weeks | 6.5% |
| Group D | | |
| ten (10) years but less than seventeen (17) years | 4 calendar weeks | 8.5% |
| Group E | | |
| seventeen (17) years but less than twenty-five (25) years | 5 calendar weeks | 10.5% |
| Group F | | |
| twenty-five (25) years or more | 6 calendar weeks | 12% |

Vacation periods scheduled as per letter of understanding #8/1(a) will be scheduled in full weeks, Sunday through the following Saturday except for employees in groups (C), (D), (E), and (F) of clause 1 01 who will be permitted to split all weeks in excess of two full weeks,

Employees in Group B, who through circumstances beyond their control, need to split their vacation entitlement prior to the declaration of the summer shutdown schedule, may be permitted to do so, with the understanding that they may be required to take an unpaid leave

of absence if their department or machine is not required to operate as per letter of understanding #8/1(a).

Beginning in 1999, employees will have the opportunity to once a year, at benefit enrollment time, to declare their intentions to receive a lump sum cash payment in lieu of any vacation time in excess of two (2) weeks, (in weekly increments) payable the last pay period in June.

- 11.02 a) In the first year of employment, an employee may choose to receive four (4) percent of his wages received from his date of employment to December 31st of the current calendar year.
- b) An employee who completes one year of employment in the current calendar year will be entitled to vacation and payment as per the schedule in 11.01 less any payment received under (a) above.
- 11.03 a) Vacation periods will be scheduled by the Company giving due consideration to production requirements, seniority, employees' wishes and related situations. No vacation entitlement or payment will be authorized except as defined in this article.
- b) Employees must request vacation on the approved form a minimum of two (2) weeks prior to the requested vacation period except in extreme or unusual circumstances. In the case of vacations requested for the fourth quarter of any calendar year, employees must request vacation on the approved form by no later than the third (3rd) Friday of September except in extreme or unusual circumstances. No employee will take vacation unless it is authorized by his supervisor,
- 11.04 The Company will make every effort to notify each employee at least three (3) months prior to the commencement of his scheduled vacation. This clause pertains only to the two (2) calendar weeks' vacation of employees entitled to a vacation of two (2) or more weeks.
- 11.05 Vacation payment will be made in accordance with 10.18 provided the employee is in compliance with 11.03(b).
- 11.06 When the Company follows its normal policy of closing down for vacation, employees not scheduled to work during the shutdown period will take their vacation at that time. The Company will make every effort to notify employees at least four (4) months prior to the date of closing down.
- 11.07 Vacation payment will not be made to an employee while he is absent from work by reason of sickness, injury or leave of absence. If vacation payment is not made and if upon the employee's return to work:
- a) the Company is unable to schedule his vacation prior to December 1st of the current calendar year; or
- b) the employee is unable to return to work prior to December 1st of the current calendar year; the Company will pay the employee the vacation payment to which he is entitled.

Exception:

In extenuating circumstances the Company may make the vacation payment for such

employees during the vacation shutdown period.

- 11.08 a)** An employee with one year of seniority or more whose employment with the Company is terminated for any reason will receive the appropriate amount of vacation pay to which he is entitled under the provisions of this Article. This shall include vacation pay calculated on his earnings during the previous calendar year and the current calendar year to the date of separation, less any monies which he shall have received in the form of vacation pay with respect to these periods.
- b)** An employee with less than one year of seniority, whose employment is terminated for any reason, will receive as vacation pay, four (4) percent of his earnings since his date of hire.
- 11.09** An employee who has been laid off and subsequently rehired shall be paid his vacation pay in accordance with clause **11.01** less any vacation payment received by him in accordance with clause **11.08**.
- 11.10** Employees must take the vacation to which they are entitled during the current calendar year (exception: see "Choices" agreement and clause **11.01**).
- 11.11** In no instance will a vacation payment be paid twice for the same period of time.
- 11.12** When an employee has been unable to work during the preceding calendar year or any part thereof due to sickness or injury and for these reasons only the vacation pay is forty (40) hours multiplied by his regular rate plus C.O.L.A. if applicable, he shall receive a minimum weekly vacation payment calculated as above provided the employee has worked three (3) months during the calendar year in which the vacation is granted.
- 11.13** In this article XI, the term "wages received" shall mean all wages, prior year's vacation payments and short work week benefits, received by the employee in the applicable period.
- 11.14** If an employee agrees to work when called in to work while on vacation, he will be paid straight time and be required to take equivalent holiday time at a later date. If an employee is requested to work the Sunday before his commencing vacation or on the Saturday following his vacation, he will be paid at the applicable rate.

ARTICLE XII GENERAL

- 12.01** No employee of the Company or individuals of any outside source not covered by this collective agreement, shall perform production or maintenance work, (except as provided for in Letter of Understanding #6), that would be done by employees in the bargaining unit except for the purpose of instruction or training employees, and in emergencies when regular employees are not immediately available.

In the case of new machinery and/or equipment, the Company will advise the Negotiating Committee the date such machinery and/or equipment has been accepted by Engineering and is approved for production trial runs, at which time members of the bargaining unit will be assigned to the machine for all production operations. Prior to such acceptance and approval, supervisory and/or non bargaining unit personnel may do such tests as are required to permit

acceptance by Engineering, and the Company will notify the Union prior to such tests. If such tests indicate that adjustments to the machinery and/or equipment are required, they will be performed by members of the bargaining unit and/or by employees of the manufacturer.

For the purpose of this clause only, it is understood that new machinery includes machinery taken out of production with the crews assigned to other machinery, dismantled, redesigned and rebuilt, either inside or outside the plant.

12.02 The following form part of this agreement:

The Maintenance Training Plan
 The Choices Flexible Benefit Plan
 Letters of Understanding #1 through #21
 The Pension Plan
 The Supplemental Unemployment Benefit Plan
 Appendix A
 Appendix B
 Appendix C - Job Progression
 Appendix D – Weekend Crewing
 Appendix E - Overtime Guidelines

12.03 The Company will continue to supply the safety and wearing apparel as normally supplied at the present writing and under similar conditions and as may be mutually agreed during the term of this agreement. Company subsidy on the purchase of plant safety shoes up to two (2) pairs per employee per year as follows:

Mixing, Printing, Blender/Banbury & Dry Laminator Departments

- 1st pair of Leather or Static Dissipative (**SD**) Safety Shoes to a maximum of \$130; and effective March 1, 2009 to a maximum of \$140
- 2nd pair of Leather or **SD** Safety Shoes to a maximum of \$100 subject to Company approval.

Employees must inform themselves as to the definition of "Static Dissipative" before purchasing.

Balance of Plant

\$100 maximum for the first pair; and effective March 1, 2009 to a maximum of \$110
 \$65.00 maximum 2nd pair subject to Company approval.

It is understood that employees will be allowed to carryover unused amounts of the Company subsidy towards the cost of each first pair of safety shoes purchased in any year to subsequent years of the term of the Collective Labour Agreement for the purchase of any additional pair of safety shoes.

Winter Apparel

Company will provide winter apparel to those employees whose job functions require them to be out of doors on a regular basis.

- 12.04 a) The Company agrees that there shall be a plant safety committee consisting of up to seven **(7)** members, up to three (3) of whom shall be appointed by the Company and up to four **(4)** shall be appointed by the Union. The Joint Health and Safety Committee members will be trained and certified within one year of appointment. The committee shall once per month conduct a safety tour and once per month hold a meeting for the purpose of eliminating working hazards in the factory and to formulate policies for recommendation to the Company for the benefit of the health and welfare of employees. The Company will provide the Union with a copy of the lost time accident report form.
- b) In the event of a lost time injury or in the case of a high incidence of injuries of the same operation or process, an investigation of the problem or cause of such injuries shall be made by a group of three whose members shall be; the supervisor concerned, the safety supervisor and a Union safety committee member. This group shall report their findings to the Company for their consideration.
- c) The Union safety committee members shall be issued individual passes for entering the plant when off shift for the purpose of investigating an accident per subsection (b) of this clause or for purpose of investigating a claim of an unsafe condition which requires the presence of Company and Union representatives as required under the Occupational Health and Safety Act of Ontario, **2004**. When entering the plant, the committee member shall follow the procedure as laid down in clause **4.07**.

12.05 The Company will pay the full cost, and will provide the employees and Union with copies of:

- a) The Collective Labour Agreement and Letters of Understanding,
- b) The CHOICES Flexible Benefit Plan,
- c) The **Pension Plan**,
- d) The Supplemental Unemployment Benefit Plan,
- e) The Maintenance Training Plan,
- f) Overtime Guidelines,

to employees and to the Union for its files for the term of this Collective Agreement.

12.06 The Company shall provide the Union with electronic copies of the documents noted above in both Word and PDF versions (that include the signed pages).

DURATION OF AGREEMENT

- 13.01 This agreement shall be effective from March 1, **2008**, and shall remain in full force until February **28, 2010**, and thereafter from year to year unless either party gives to the other party notice, in writing, of cancellation within a period of not less than two (**2**) months or more than three (3) months prior to February **28, 2010**, or an anniversary date thereafter.
- 13.02 Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of not less than two (2) months or more than three (3) months prior to February **28, 2010**, or an anniversary date thereafter, in which event the parties shall meet as early as possible to consider the proposed revision and during such time this collective agreement shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations continue for two (2) months without agreement, this agreement may be canceled by either party upon written notice to the other.
- 13.03 In the event of written notice of cancellation having been given by either party, as herein provided, negotiations shall continue on during the period of cancellation with a view to effecting a new agreement. Should such negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect as provided in The Ontario Labour Relations Act.

In witness, whereof the parties have executed this agreement this **11th day of June, 2008**.

Signed, sealed and delivered on **June 11, 2008**, in the presence of:

For the Company

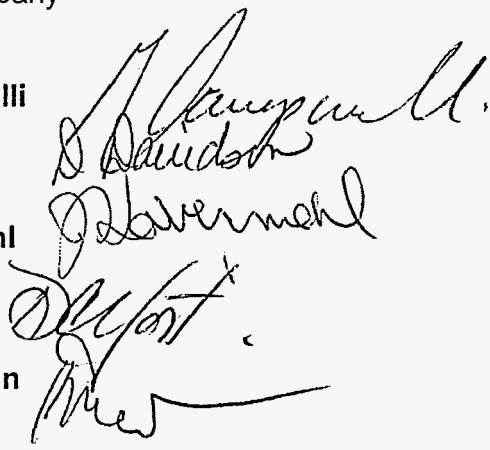
M. Campanelli

D. Davidson

S. Habermehl

D. Yost

K. Williamson



For the Union

J. Olides

K. Dalgity

J. Reid

J. Elliott

J. Hibbs

K. Mason Kevin Mason

J. Harvey, Int. Rep.



COST OF LIVING ALLOWANCE

In the second year of this Collective Agreement, the cost of living allowance will be introduced in the month following the month in which the Consumer Price Index (Stats Canada) exceeds the February 2009 Consumer Price Index multiplied by 1.04 (1992 = 100). The C.P.I. for the month, which exceeds the February 2009 C.P.I. multiplied by 1.04, shall be the base.

1. The first C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the third month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the base and the C.P.I. for the third month following introduction of the C.O.L.A. and shall be paid for all hours worked in this period.
2. The second C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the sixth month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the C.P.I. for the third month following introduction of C.O.L.A. and the C.P.I. for the sixth month following introduction of C.O.L.A. and shall be paid on all hours worked in the fourth, fifth and sixth months following introduction of the C.O.L.A.
3. The third C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the ninth month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the C.P.I. for the sixth month following introduction of C.O.L.A. and the C.P.I. for the ninth month following introduction of C.O.L.A. and shall be paid on all hours worked in the seventh, eighth and ninth months following introduction of the C.O.L.A.
5. Should the C.O.L.A. be introduced such that the last period of payment eligibility prior to termination of this Collective Agreement is less than three (3) months, then the last payment shall be made based upon the difference of the C.P.I. at the end of the previous period and the C.P.I. for February 2009.
6. The Cost of Living Allowance payments shall be paid on the basis of one (1) cent per hour for each 0.096 rise in the C.P.I. (1992 = 100) for any period as defined above.
7. Payment of the C.O.L.A. in any one period of three months shall be limited to twenty (20) cents maximum.
8. **At the time C.O.L.A. is calculated, fractional changes in cents per hour will be rounded off to the nearest cent.**
C.O.L.A. will be paid on all hours worked, including equivalent straight time hours for statutory holidays, vacations, bereavement clause 10.03 and Civic Duty clause 10.04.
If there is a decrease in the C.P.I. to a level which is less than the February 2009 C.P.I. multiplied by 1.04, the C.O.L.A. shall not be payable.

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APPENDIX "A"

The Company and the Union agree that the following are the Ceiling Hourly Rates for the classifications as herewith listed for the duration of the Collective Labour Agreement (inequities included in rate where applicable).

| <u>Department</u> | <u>Occupation</u> | <u>DATE EFFECTIVE</u> |
|----------------------|------------------------------------|-----------------------|
| | | Mar 1, 2008 |
| | | Mar 1, 2009 |
| 36 Sample Printer | *Sample Printer Operator | 22.24 22.44 |
| | *Sample Printer Operator Assistant | 21.94 22.14 |
| 38 #4 Cal. | *Calender Operator | 23.32 23.52 |
| 39 #6 Cal. | | |
| 42 #3 Cal. | *Assistant Operator | 22.46 22.66 |
| | Millman Feeder | 21.72 21.92 |
| | Windup Operator | 21.65 21.85 |
| 41 Die Cutter | *Die Cutter Operator | 22.63 22.83 |
| 43 Material Handling | Material Handier | 21.40 21.60 |
| | | |
| 44 Table 11 | * inspector | 21.81 22.01 |
| 45 Print Utility | Print Utility Operator | 21.56 21.76 |
| 46 # 5 Printers | Printer Operator | 22.98 23.18 |
| 61 #9 Printer | Windup/Infed Operator | 21.61 21.81 |
| 63 #7 Printer | | |
| 64 #4 Printer | | |
| 68 #8 Printer | | |
| 75 #3 Printer | | |
| 52 Print Relief | *Relief Operator | 23.09 23.29 |
| 53 Print Relief | | |
| 58 Print Relief | | |

| | | |
|--------------------------------------|--|------------------------------------|
| 47 #4 Grainer | *#4 Grainer Operator | 22.63 22.83 |
| 48 Inspection | * inspector | 21.81 22.01 |
| | Material Handling Utility Operator | 21.27 21.47 |
| 49 Blender/ Banbury | *Blender/Banbury Operator | 22.20 22.40 |
| | Blender/Banbury Utility Operator | 21.68 21.88 |
| 50 #1 & #4 Laminator | *Laminator Operator | 22.63 22.83 |
| 55 Plastisol | "Primary Plastisol Operator | 22.99 23.19 |
| | *Plastisol Operator | 22.32 22.52 |
| | *intermediate Plastisol Operator | 22.11 22.31 |
| | Windup Operator | 21.65 21.85 |
| | Paper Rereeler Operator | 21.58 21.78 |
| 82 Plastisol Paste Mixing | *Paste Mixer | 22.20 22.40 |
| 56 #3 Laminator | *Laminator Operator | 22.62 22.82 |
| 60 Prep Table Inspection | *Inspector | 21.81 22.01 |
| 65 Mixing | *Colour Matcher Mixer Material Controller | 23.01 23.21 |
| | *Colour Formulator | 22.96 23.16 |
| | 'Colour Matcher Mixer Solution Mixer | 22.86 23.06 21.52 21.72 |
| | Utility Operator | 21.17 21.37 |
| 71 Maintenance | Electrician | 26.35 26.55 |

| | | |
|---------------------------|--|-------------|
| | Machinist | 26.29 26.49 |
| | Millwright | 26.29 26.49 |
| | Pipefitter | 26.29 26.49 |
| | Powerhouse Operator | 26.53 26.73 |
| | Carpenter | 26.29 26.49 |
| | Oiler | 25.30 25.50 |
| | Environmental Helper | 22.63 22.83 |
| | Stockkeeper | 21.87 22.07 |
| | Helper | 21.17 21.37 |
| | Janitor | 21.12 21.32 |
| 80 Compound | "Colour Compounder | 21.81 22.01 |
| | Colour Weigher | 21.43 21.63 |
| 81 Microperforator | *Perf./Slitter/Rereeler Operator | 21.58 21.78 |
| 83 Dry Laminator | *Dry Laminator Operator | 22.63 22.83 |
| 85 #5 Grainer | *#5 Grainer Operator | 22.63 22.83 |
| 90 Shipping | *Shipper | 21.94 22.14 |
| | Intermediate Service/ Fork Truck Operator | 21.50 21.70 |
| 92 Receiving | *Receiver | 21.94 22.14 |
| | *Assistant Receiver | 21.46 21.66 |
| | Warehouseman/Fork Lift Truck Operator | 21.27 21.47 |
| 93 Brantford Warehouse | *Warehouseperson | 22.41 22.61 |

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs.

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APPENDIX "B"

The Company and the Union agree that the following is a listing of departments and groups relative to lay-off and recall procedure.

Group #1
#3 Calender
#4 Calender
#6 Calender
Blender Banbury

Group #2

Sub-group A
Department # 52
#3 Printer
#5 Printer

Sub-group B
Department # 53
#7 Printer
#8 Printer

Sub-group C
Department # 58
#4 Printer
#9 Printer

Sample Printer
Print Utility

Group #3
#1 and #4 Laminator
#3 Laminator

Group #4
Shipping
Receiving
Material Handling
Brantford Warehouse
Maintenance (Service)

Group #5
Inspection
Table 11
Prep Table Inspection

Group #6

Mixing

Group #7

Maintenance

Trainee Apprentice

Group #8

Plastisol Department

Micropetforator

Paste Mixing

Group #9

Dry Laminator

Die Cutter

#4 Grainer

#5 Grainer

Group #10

Compound

Group #11

Unclassified Department

APPENDIX "C"

JOB PROGRESSION

1. In order for an employee to benefit under "job progression", he must have seniority and be considered as an experienced employee on the job from which he progresses.
2. When a permanent vacancy occurs in a department, the employee who is capable and who has the most seniority on the preceding job in such department shall be offered the vacancy except as noted in **(7)** below.
3. When the permanent vacancy is not filled in (2) above, the procedure shall continue through all preceding jobs in the department.
4. When the permanent vacancy is not filled in (3) above, the Company shall post the vacancy or vacancies as per clause 5.12 Job Posting.
5. To fill a vacancy in a classified Level I job in any department, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy. In the case of Level II vacancy in the Calender Department, the job vacancy will be filled by the Junior Millman if not filled by #2 above.

When a vacancy occurs in the Department 49, the employee who is capable and who has the most seniority on the preceding job in Department 49 shall be offered the vacancy. If the vacancy is not filled, the junior Blender/Banbury Utility Operator will fill the vacancy.

To fill a vacancy in Department 55 in a classified Level I and Level II job, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If the vacancy is not filled, the junior employee must progress to fill the vacancy. To fill a vacancy in Department 55 in a classified Level III job, the junior employee in the Level IV job must progress to fill the vacancy if the vacancy is not filled by voluntary progression by a senior employee in the Level IV job.

In order to qualify for a classified job in Department 65 and Inspector in Department 44, 48, and 60 an employee must successfully meet the standards for colour matching aptitude, or colour blindness, as the case may be, established by the Company. To fill a vacancy in a classified Level I, II or III job in Department 65, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy.

The provision of this paragraph (5) does not apply to vacancies within departments 48, 80, 90 and 92.

6. **To fill** a vacancy in Departments 52, 53, or 58 in a classified job the senior employee in the classified Level 1 classification of the corresponding sub-group shall be offered the vacancy. If vacancy is not filled, the junior employee in the corresponding sub-group

must progress to fill the vacancy.

7. Should an employee in the group, **or sub-group, if any**, be on vacation at the time a job is posted under #4 above, the Company shall assume that he has made application for the job posting until he advises the Company to the contrary.
8. Any employee who progresses under *two* (2), three (3) or **seven (7)** above is not permitted to regress unless laid off from the job.
9. Employees must train on succeeding jobs to an acceptable level of competency within the accepted time frames for training for such jobs where job progression is in effect.
10. When weekend crewing is in effect, job progression may occur within either the normal five (5) day or weekend schedule unless the affected employee agrees to do otherwise.

The following is the job progression for:

Department #36 - Sample Printer

- *1. Sample Printer Operator
- *2. Sample Printer Operator Assistant

Department #38 - #4 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #39 - #6 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #41 - Die Cutter

- *1. Die Cutter Operator

Department #42 - #3 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #43 – Material Handling

1. Material Handler

Department #44 – Table 11

***1. Inspector**

Department#45 - Print Utility

1. Print Utility Operator

Department#46 - #5 Printer

- *1. Printer Operator**
- 2. Windup/Infeed Operator**

Department#47 - #4 Grainer

- *1. #4 Grainer Operator**

Department#48 - Inspection

- *1. inspector**
2. Material Handling Utility Operator

Department#49 - Blender Banbury

- *1. Blender/Banbury Operator
2. Blender/Banbury Utility Operator

Department#50 - #1 and # 4 Laminator

- *1. Laminator Operator

Department # 52 – Print Relief

- *1. Print Relief Operator**

Department # 53 – Print Relief

- *1. Print Relief Operator**

Department#55 - Plastisol

- *1. Primary Plastisol Operator
- *2. Plastisol Operator
- *3. Intermediate Plastisol Operator

4. Windup Operator
5. Paper Rereeler Operator

Department#56 - #3 Laminator

- *1. Laminator Operator

Department# 58 – Print Relief

- *1. Print Relief Operator

Department#60 – Prep Table Inspection

- *1. Inspector

Department#61- #9 Printer

- *1. Printer Operator
2. Windup/Infeed Operator

Department#63 - #7 Printer

- *1. Printer Operator
2. Windup/Infeed Operator

Department#64 - #4 Printer

- *1. Printer Operator
- 2.. Windup/Infeed Operator

Department#65 - Mixing

- *1. Colour Matcher Mixer Material Controller
- *2. Colour Formulator
- *3. Colour Matcher Mixer
- 4.. Solution Mixer
- 5.. Utility Operator

Department#68 - #8 Printer

- *1. Printer Operator
2. Windup/Infeed Operator

Department#71 - Maintenance

Trades:

- | | |
|-----------------|---------------|
| (A) Electrician | (E) Carpenter |
| (B) Machinist | (F) Oiler |

- | | |
|----------------|--------------------------|
| (C) Millwright | (G) Trainee (apprentice) |
| (D) Pipefitter | (H) Powerhouse Operator |

Service:

- (A) Stockkeeper
- (B) Helper
- (C) Janitor
- (D) Environmental Helper

Department#75 - #3 Printer

- *1. **Printer Operator**
- 2. **Windup/Infeed Operator**

Department#80 - Compound

- *1. Colour Compounder
- 2. Colour Weigher

Department#81 - Microperforator

- *1. Perforator/Slitter/Rereeler Operator

Department#82 – Plastisol Paste Mixing

- *1. Paste Mixer

Department#83 - Dry Laminator

- *1. Dry Laminator Operator

Department#85 - #5 Grainer

- *1. #5 Grainer Operator

Department#90 - Shipping

- *1. Shipper
- 2. Intermediate Service/Fork Truck Operator

Department#92 - Receiving

- *1. Receiver
- *2. Assistant Receiver
- 3. Warehouseman/Fork Lift Truck Operator

Department#93 - Brantford Warehouse

- *1. Warehouseperson

Note: Where numbers appear in this agreement in conjunction with a "job" such denotes job progression is in effect. Where there are **no** numbers there is **no** job progression.

Any deletions, additions or changes required in this agreement will be negotiated between the parties.

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs. Employees must train on succeeding jobs to an acceptable level of competency within accepted time frames for training for such jobs where job progression is in effect. When training is completed and employee is qualified, he shall work one (1) shift every two (2) weeks in the case of a five (5) day worker, and one (1) shift every three (3) weeks in the case of the weekend workers on the succeeding job.

This Agreement will operate concurrently with and for the term of the Collective Labour Agreement between the Company and the Union.

APPENDIX "D"

WEEKEND CREWING

Where not specifically outlined in the body of this agreement, the following provisions shall apply for weekend crewing.

INITIAL CREW SELECTION, VACANCIES - PRIOR TO POSTING

Employees currently working in the affected departments will, in order of seniority, be offered an opportunity to work the weekend crew beginning with the operators and following down the progression system. Job opportunities will be offered on a "job for job" basis. Upon completion of this step, employees who have agreed to work weekend shall progress consistent with Appendix "C". All remaining vacancies shall be filled consistent with Appendix "C".

Vacancies remaining on the weekend crew following this exercise within the department will be offered to the group on a similar process of transfer to the weekend and progression, and finally all remaining positions will be filled by job posting.

Vacancies created on the five (5) day schedule where weekend crewing is in effect, will be treated in the same manner as above.

Employees shall not be required to progress from the five (5) day schedule to weekend or weekend to five day.

In the event of a permanent vacancy occurring on weekends or five (5) day schedule, where weekend crewing is in effect, the vacancy will be offered to the senior person, in either the same job classification or preceding job under job progression. In all cases the most senior employee will be offered the vacancy.

SENIORITY

Refer to Article 5.01 of the Collective Agreement.

Refer to Article 5.03 of the Collective Agreement.

Employees may be loaned from one job to another for a period not exceeding eight (8) consecutive weeks. Such time may be extended by mutual agreement. When a loan will exceed three (3) normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such job while on loan, his transfer date shall be that of the first day of loan. When weekend crewing is in effect, loan transfers shall only occur within either the normal five (5) day or the weekend schedule, unless the individual employee(s) affected agree(s) otherwise.

JOB POSTING

Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees **who have completed at least twelve (12) months of continuous service with the Company**. An employee wishing to make application for job postings must do so in writing during the posting period.

When weekend crewing is in effect, Job Posting applications from weekend workers shall be signed and dated by the employee's immediate supervisor. A copy of the application will be retained by the

employee.

LAY-OFF WEEKEND CREWING

When weekend crewing is in effect, lay-off shall occur in accordance with this article and in the following order:

Employees on the weekend shift shall be laid-off within the Weekend Schedule as per **5.17** of the C.L.A.

Employees declared surplus upon completion of **5.17d)** of the procedure within the Weekend Schedule shall bump into the five (5) day schedule. They shall exercise bumping rights consistent with **5.17c)** at the job level they held at the time of displacement from the weekend crew.

Following this, they shall follow the procedure defined in **5.17** of the C.L.A.

PAID HOLIDAY

A weekend worker shall be paid for eight (8) hours of pay at his regular straight time rate for each paid holiday that the employee qualifies for. These paid holidays shall accumulate in each calendar year and be paid with the first full pay week in December (see Article 9 of the Collective Agreement)

VACATIONS

Vacation week shall consist of a Saturday and a Sunday. Employees shall not be required to take split weekends as vacation.

SICKNESS AND ACCIDENT INSURANCE SUPPLEMENTARY UNEMPLOYMENT BENEFIT

These plans shall be administered consistent with the spirit and intent of the five (5) day schedule.

WEEKEND WORKERS SCHEDULE FOR TIME CHANGE FROM EST - EDT AND EDT -EST

Spring Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 10:30 p.m. EST - 11-1/2 hours on Saturday.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 10:30 p.m. EST and work to 11:00 a.m. EDT Sunday - 11-1/2 hours.

Fall Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 11:30 p.m. Saturday - 12-1/2 hours.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 11:30 p.m. EDT on Saturday and work to 11:00 p.m. EST on Sunday - 12-1/2 hours.

Under these conditions employees will be paid twelve (12) hours at the applicable rate provided they complete this schedule.

APPENDIX "E"
OVERTIME GUIDELINES

1. **It is understood that in all instances if there are qualified available employees in the department, they will be offered the overtime in their department before offering such overtime to employees in the group.**
2. a) The Company shall have the right to loan a qualified employee from some other job in the Company, at straight time, to fill the job vacancy before overtime is offered to another employee.
- b) If there is no employee available as stated in (a) above, then the Company will fill the job vacancy on an overtime basis by requesting overtime of an employee or employees who usually do the job on the five (5) day schedule. Failing this, the overtime will be offered to the employees on weekend crewing who usually do the job.
- c) If the employee who usually does the job is not available or refuses the overtime then overtime will be distributed among those employees who are qualified in the Company's opinion to do the job. The intent of this paragraph is administered through the application of section 7, 8, 9, 10, and 11 contained herein.
3. Supervisor is to check with shift employees and keep a listing of those who agree to be called and will work overtime on the 11:00 p.m. to 7:00 a.m. shift. This normally occurs when the Company has not been advised until late in the evening that the employee will not be in on midnight shift and requires keeping the employee over who is on the 3:00 p.m. to 11:00 p.m. shift and having the employee who is on 7:00 a.m. to 3:00 p.m. come in at 3:00 a.m. and weekend shifts.
4. The supervisor is to keep a record and make sure that overtime is being distributed as evenly as possible.
5. When an employee continually refuses overtime, the supervisor will advise him that he is not going to ask him again until such time the employee advises the supervisor that he is available for overtime again. Each time his turn comes up, he will be charged with the refusal. It is understood that in case of emergency or others not being available] he will be required to cooperate and work his share of overtime.
6. The Company policy has been that no employee should work any shift longer than twelve (12) hours due to the danger of injury from fatigue, except in extreme case of emergency or on the last shift of the week on the five day schedule (3:00 p.m. to 11:00 p.m. shift Friday). The Operations Manager or his designate must preauthorize such overtime. The Company will advise the union of such cases. There are no circumstances when an employee will work more than sixteen (16) hours in a twenty-four (24) hour period.

Coverage For First Shift of Three (3) Shift - Five (5) Day Schedule

7. When a department or machine is short handed on the first full shift of the five (5) day schedule, whether it is a regular or an overtime shift, then:
- a) The employee who normally does the job from the shift two shifts later will be requested

to work the full shift. Failing this,

- b) The employee who normally does the job from the weekend shift, if any, will be offered the full eight (8) hours. Failing this,
- c) An employee in the department from the shift two shifts later, who is qualified and who has the least amount of overtime will be requested to work the full shift. Failing this,
- d) The employee in the department who is qualified from the weekend shift, if any, with the least amount of overtime, if any, will be offered the full eight (8) hours.
- e) If the Company is unsuccessful in covering the first full shift of the week per (a) through (d) above, the procedure outlined therein will be executed to cover the first four (4) hours of the shift and the balance of the shift will be offered to the employee in the department who usually does the job on the following shift. Failing this, it will be offered to qualified employees in the department with the least amount of overtime on the following shift. Failing this,
- f) The vacancy will be filled at the Company's discretion.

Coverage For Last Shift of Three (3) Shift - Five (5) Day Schedule - No Weekend Crewing (reference #6 overtime guidelines)

- 8. When a three (3) shift department or machine is short handed on the last shift of each week, whether it is a regular shift or overtime, then the employee who normally does the job from the shift *two* shifts prior will be offered the overtime for the full shift. Failing this,
 - a) The overtime for the full shift will be offered to all qualified employees in the department on the shift *two* shifts prior, beginning with the employee with the lowest amount of overtime. Failing this,
 - b) The overtime for the full shift will be offered to all qualified employees in the group on the shift two shifts prior, beginning with the employee with the lowest amount of overtime. Failing this,
 - c) The employee who normally does the job on the previous shift will be offered the overtime for the full shift. Failing this,
 - d) Overtime for the full shift will be offered to all qualified employees in the department on the previous shift beginning with the employee with the lowest amount of overtime. Failing this,
 - e) The overtime for the full shift will be offered to all qualified employees in the group in the previous shift beginning with the employee with the lowest amount of overtime, Failing this,
 - f) The vacancy will be filled at the Company's discretion.

Coverage For Five (5) Day Schedule - Three (3) Shifts Other Than First or Last Shift

9. a) When a department or machine is short handed on other than the first or last shift of the week (per section 7 and 8), the employee on the preceding shift who usually does the job will be offered the first four (4) hours and the employee who usually does the job on the following shift will be offered the last four (4) hours of the shift. Failing this,
- b) Any hours not covered in (a) above will be offered to the weekend shift employee, if any, who usually does the job, beginning with the employee with the lowest amount of overtime. Failing this,
- c) The qualified employees in the department on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
- d) The full or part shift will be offered to the other qualified employees in the department on the weekend shift, if any, beginning with the employee with the lowest amount of overtime. Failing this,
- e) The qualified employees in the group on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
- f) The qualified employees in the group on the weekend, if any, beginning with the employee with the lowest amount of overtime will be offered the overtime hours. Failing this,
- g) The vacancy will be filled at the Company's discretion.

Coverage For 3:00 p.m. - 11:00 p.m. Shift Friday Where Weekend Crewing is in Effect (reference #6 overtime guidelines)

10. On a three (3) shift operation where weekend crewing is in effect, the following procedure will be used to cover 3-11 shift on Friday.
- a) Request eight (8) hours overtime from the employee who normally performs the work on shift #1 (1:00 p.m. -7:00 a.m.) on the five (5) day schedule. Failing this,
- b) Request eight (8) hours coverage from the employee who normally does the job on the 11:00 a.m. - 11:00 p.m. shift of the weekend schedule (if applicable). Failing this,
- c) Request eight (8) hours from qualified employees in the department from shift one. Failing this,
- d) Request eight (8) hours overtime from the qualified employees in the department on weekend shifts, (11:00 a.m. to 11:00 p.m.). Failing this,
- e) Request four (4) hours coverage from the employee who normally does the job on shift two and request the balance of the shift from other employees qualified to do work on five (5) days then weekends, with the least amount of overtime. Failing this,
- f) The employee on the preceding shift on the five (5) day schedule will be offered eight

(8) hours. Failing this,

- g) The vacancy will be filled at the Company's discretion.

COVERING OF OVERTIME ON WEEKENDS WHERE NO WEEKEND CREWING IS IN EFFECT

- 11 a) When overtime is required on a weekend, such overtime shall first be offered in eight (8) hour periods to the employees who normally do the job on the five (5) day schedule on the corresponding shift. Failing this,**
b) Overtime shall be offered to employees consistent with current clause 9) or clause 14) of these guidelines as applicable

- 12.** Covering of overtime on weekends where weekend crewing is in effect, the following procedure will be followed:

Shift 1 11:00 p.m. - 11:00 a.m. Saturday

- a) Overtime shall first be offered to the employee on shift one of the preceding week, Monday to Friday, who normally does the job. Failing this,
 b) Offered to the employee on shift two, Monday to Friday, who normally does the job. Failing this,
 c) Offered to the qualified employee with the lowest amount of overtime from shift one in the department. Failing this,
 d) Offered to the qualified employee with the lowest amount of overtime from shift two in the department. Failing this,
 e) Offered to the qualified employee with the lowest amount of overtime on shift one in the group, failing this shift two in the group.
 f) The vacancy will be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Saturday

- g) Offered to the employee on shift three on the Monday to Friday preceding the Saturday in question, who normally does the job. Failing this,
 h) Offered to the employee from shift two who normally does the job. Failing this,
 i) Offered to the employee who normally does the job on shift one. Failing this,
 j) Offered to the qualified employee with the lowest amount of overtime on shift three in the department. Failing this,

- k) Offered to the qualified employee with the lowest amount of overtime on shift two in the department. Failing this,
- l) Offered to the qualified employee with the lowest amount of overtime on shift one in the department. Failing this,
- m) Offered to the qualified employee with the lowest amount of overtime in the group, shift three first, then two, then one.
- n) The vacancy will be filled at the Company's discretion.

Shift 11:00 p.m. - 11:00 a.m. Sunday

- a) Overtime shall first be offered to the employee from shift one on following week, Monday to Friday, who normally does the job. Failing this,
- b) Offered to the employee who normally does the job on shift two. Failing this,
- c) Offered to the employee who normally does the job on shift three. Failing this,
- d) Offered to the qualified employee in the department with the least amount of overtime from shift 1. Failing this,
- e) Offered to the qualified employee in the department with the least amount of overtime from shift two. Failing this,
- f) Offered to the qualified employee in the department with the least amount of overtime from shift three. Failing this,
- g) Offered to the qualified employee in the group with the least amount of overtime, shift one first, then two, then three.
- h) The vacancy will be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Sunday

- i) Offered to the employee who normally does the job on shift three of the following week, Monday to Friday. Failing this,
- j) Offered to the employee who normally does the job on shift two. Failing this,
- k) Offered to the qualified employee from shift three in the department with the lowest amount of overtime. Failing this,
- l) Offered to the qualified employee from shift two in the department with the lowest amount of overtime. Failing this,
- m) Offered to the qualified employee with the lowest amount of overtime on shift three in the group, failing this, shift two in the group.

- n) The vacancy will be filled at the Company's discretion.

13. Two Shift Operation

When a department or machine is shorthanded on the 7:00 a.m. to 3:00 p.m. shift:

- a) The employee who normally does the job from 3:00 p.m. to 11:00 p.m. will be given the option to work either 7:00 a.m. to 11:00 a.m. or 11:00 a.m. to 3:00 p.m. Failing this, proceed to next qualified employee with least amount of overtime from 3:00 p.m. to 11:00 p.m. to cover four (4) hours on the same basis as above. Failing this,
- b) Proceed to the group as above.
- c) The vacancy will be filled at the Company's discretion.

When a department or machine is shorthanded on the 3:00 p.m. to 11:00 p.m. shift (reference #6 overtime guidelines):

- a) The employee who normally does the job from 7:00 a.m. to 3:00 p.m. will be given the option to work either 3:00 p.m. to 7:00 p.m. or 7:00 p.m. to 11:00 p.m., failing this, proceed to next qualified employee with least amount of overtime to cover four (4) hours on the same basis as above. Failing this,
- b) Proceed to group as above.
- c) The vacancy will be filled at the Company's discretion.

14. Employees will be charged with overtime refusals if they have on their departmental file card notations such as "don't call me after "x" p.m. or don't call me" or has no phone if in the process of arranging overtime, that employee's turn for overtime arises.

15. The overtime/absenteeism records will be posted on bulletin boards at the respective machines. This will be done on a weekly basis on each Wednesday. The records will indicate the overtime for the previous week accumulated for the month and the totaled accumulated overtime for the three (3) previous months. The last posted report shall be used as the basis for administration from 11:00 p.m. that day.

16. On telephoning employees to set up overtime, the following shall apply:

- a) If there is no answer to the call, then no refusal will be charged.
- b) If the call is answered by another person but the employee is not home, the employee will not be charged and the next eligible employee will immediately be called.

17. If an employee is absent because of leave of absence, sickness, injury or vacation he will be considered to be unavailable and shall neither be asked or charged. Employees on light duty are eligible for overtime only in cases where their limitations and restrictions do not prevent them from being able to perform the duties of the work required to be performed on such overtime.

- 18.. A probationary employee, or a seniority employee who has transferred to another department and has not achieved departmental seniority, shall be charged with overtime accumulated by the average of the highest and lowest overtime worked by other employees in his job classification within his department.
- 19.. If an emergency situation where prompt action is required when loss or damage to plant, equipment, material, safety of personnel or machinery is concerned, the following procedure will apply. An employee in the trade concerned will be called at the discretion of the Company. This section applies to maintenance personnel only. All other sections of these overtime guidelines will apply.
20. If any of the administration clauses 7, 8, 9, 10, 11, and 12 fail to provide coverage, the departments involved may work short handed and alternative arrangements for breaks, etc. will be made.
21. An employee who agrees to work overtime and fails to fulfill his/her commitment will be charged with refusing overtime. If the employee notifies the Company that he/she will not be reporting, in accordance with Company Rule #11, then the Company will fill vacancy using these guidelines. Failing this, the company may fill the vacancy at its discretion. The Company will keep records of employees who fail to report after accepting overtime. If the practice continues, the employee will be advised that he shall no longer be asked to work overtime until such time as he confirms, in writing, he is prepared to work all overtime he volunteers for.
- 22.. Employees who have been loan transferred will be eligible for overtime on the first (1st) day of the transfer in the job to which they were transferred.

It is agreed that all overtime worked or refused will be charged to the employee and his department records updated accordingly.

COMPANY RULES

Reprimands, suspensions or discharge may follow infractions of Company rules, typical examples of which are listed.

- 1) Stealing Company property or that of fellow workers.
- 2) Reporting production falsely or punching other than employee's own card.
- 3) Sabotage.
- 4) Violation of safety rules.
- 5) Refusal to follow grievance procedure as outlined in this Agreement.
- 6) Reporting for work intoxicated or under the influence of alcohol or drugs.
- 7) Disorderly or immoral conduct on Company property.
- 8) Obtaining employment on basis of false information.
- 9) Repeated absenteeism.
- 10) Continued lateness.
- 11) Failure by an employee, who expects to be late or absent, to make a reasonable effort to notify the Company at least one (1) hour for dayshift and two (2) hours for the afternoon and midnight shifts prior to his scheduled starting time. Telephone number 623-1630.
- 12) Continual uncooperativeness.
- 13) Avoidable waste of material.
- 14) Defective workmanship.
- 15) Low production.
- 16) Multiple reprimands.
- 17) Endangering the life of an employee or that of fellow employees.
- 18) Smoking in areas and at times in which smoking is prohibited.
- 19) Insubordination.
- 20) Failure to report to foreman when late.
- 21) Entering Company premises without authorization when off shift.
- 22) Leaving work area without authorization at times other than canteen or lunch breaks.

- 23)** Contributing to an unsanitary condition in the plant by tossing refuse about the plant.
- 24)** Leaving Company premises during working hours without Company authorization.

LETTER OF UNDERSTANDING#1

Mr. J. Olides, President,
Local #862, **U.S.W.**
Canadian General-Tower Limited

Dear Mr. Olides

Day Job - President/Vice President, Local #862

The Company agrees to provide a "Day" job on steady days for the President and Vice President of Local #862 when his "regular" job involves rotating shifts, subject to the following conditions:

1. Seniority will remain and accumulate in his "regular" Department and he will be entitled to job progression and job posting. When his term of office expires, he will return to his "regular" job, or a job to which he progressed or a job to which he transferred, consistent with his seniority.
2. The President will be paid the higher of his "regular" job rate or the equivalent to the Maintenance Electrician rate. The Vice President will be paid the higher of his "regular" job rate or the equivalent to the Millwright rate.
3. It may be necessary on occasion, due to absenteeism or emergencies, to assign the President and Vice President other duties within his "day" job department.
4. It is agreed that overtime in his "day" job department will be shared with the President and Vice President in the same manner as other permanent employees.
5. It is agreed that the designated union officer functioning as acting President, in the absence of the President for periods of absence of five (5) days or more, shall be permitted to work 7-3 shift and shall be paid the President's rate.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#2

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Ventilation (Heat) Problems

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The Company will endeavor to put all its ventilating and cooling equipment in satisfactory working condition by May 18th of each year.

During the period May through September, the Company will endeavour to provide extra relief time and take all necessary steps to maintain a tolerable work environment as circumstances warrant.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

57
LETTER OF UNDERSTANDING#3

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Transitional Work Program

The Company and Union agree this program will apply to both occupational and non-occupational disabilities, which are temporary in nature.

The transitional work program will not normally exceed eight (8) weeks in duration. It must be a progressive plan with the final objective of returning the employee to their pre-injury job.

Participation for occupational and non-occupational injuries where transitional work has been approved is mandatory.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#4

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Pension Increase (Retirees)

This will serve to confirm the following item of understanding reached during recent contract negotiations.

If during the life of the current Agreement, the Company should elect to increase the amount of pension for present retirees, the Company will, before making such announcement, discuss each announcement with the local Union.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING #5

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Maintenance Training Plan

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The Company will, during the term of the current Maintenance Training Plan, permit trainees to attend day school classes for three (3) separate eight (8) week periods. Trainees will be expected to attend such classes. During such periods, the Company will pay trainees the first two (2) weeks of each eight (8) week period their current rate of pay when E.I. payments do not apply.

The Company will also provide trainees with the current car mileage allowance payment as per Company policy provided such trainees travel to and from their classes on a one-car pool basis. In addition, each trainee will be provided with the current lunch time meal allowance for each day attending classes.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

60
LETTER OF UNDERSTANDING#6

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Contracting Out

This will serve to confirm the following item of understanding reached during recent contract negotiations.

It is the intent of the Company to have maintenance work in the plant performed by Company employees where it is practical to do so provided that: no additional cost will be incurred, employees have the qualifications and experience to perform the tasks involved to specifications, that the Company has the necessary equipment to perform the work, and that the work can be performed within time constraints required by the business.

In circumstances where employees of the Maintenance Skilled Trades Group are on lay-off from plant employment, the Company will offer work of a short duration (i.e. - insufficient to warrant recall to plant employment) to laid off employees qualified to do the work before using outside contractors. Performing work for the Company under these circumstances shall not be considered as a return to active employment.

Whenever possible, the Company will discuss with the Leadhand and Union Steward in respective trade in advance to contracting out work.

There will be quarterly reviews (involving both Union and Management) to assess expenditures on contractors, both current and planned; to review the contracting out process and to resolve any other current problems relating to contracting out.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#7

Mr. J. Olides, President
Local #862, U.S.W.
Cambridge] Ontario

Dear Mr. Olides

Job Identification

The following summarizes the understanding reached during contract negotiations with regards to identifying when a job exists within the Cambridge Plant.

In circumstances wherein either party considers the hours of work being performed, and the frequency of such work to be regular, then the parties shall meet to discuss the situation and make such changes as deemed appropriate.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, U.S.W.

62
LETTER OF UNDERSTANDING #8

Mr. J. Olides, President
Local #862, U.S.W.
Cambridge, Ontario

Dear Mr. Olides

Vacation Schedules

The following summarizes the understanding we have developed regarding the practices the Company will follow regarding the plant schedules throughout the summer months in order to provide continuing customer service while allowing all our employees to enjoy a minimum two (2) weeks of continuous vacation in this period.

This letter is intended solely as a basis of administration of schedules for these periods and does not diminish or in any way amend the terms of the Collective Labour Agreement.

1. a) The Company will announce on or before the last Friday in March, a shutdown schedule identifying departments that will be shutdown for two consecutive weeks in the **agreed eight (8) week period in the summer months**. Employees in those departments will **be** required to take vacation at that time.
 - b) The Company will announce on or before the last Friday in March, a shutdown schedule identifying those departments that will be shutdown for one week in the **agreed eight (8) week period in the summer months**. Employees in those departments will be required to take vacation at that time, **and in addition they shall have the option of taking vacation, on a voluntary basis, either the week preceding such shutdown, or the week following such shutdown, or another week within such agreed eight (8) week period, on a seniority basis within a job classification.**
 - c) If equipment is taken off-line for maintenance purposes at anytime other than the **agreed eight (8) week period in the summer months**, employees may take vacation on a voluntary basis.
 - d) **In 2008, the agreed eight (8) week period referred to above shall extend from June 30, 2008 up to and including August 22, 2008, and in 2009 such agreed period shall extend from June 29, 2009 up to and including August 21, 2009.**
2. Employees not affected by the above schedule, on a seniority basis within a job classification, may select two (2) weeks of vacation most desirable to them during the month of July and August.
 3. Employees will be required to advise the Company by the second Friday of April in each contract year, as to their vacation preference.
 4. The Company will post shutdown and related shifting by May 15th of the contract year.
 5. Weekend workers will have the opportunity to take two (2) weeks continuous vacation during the five (5) week period prior to the Civic Holiday in August and in the one week following such holiday.

6. If an employee's status changes after April 30th in a contract year, such that his vacation schedule is in conflict with the schedule of a required department, the Company will attempt to cover his planned vacation period. If it is not possible to cover his planned vacation period, he must work.
7. If the required department is subsequently determined not to be required, employees who cannot change vacation plans will be permitted to complete their vacation as planned, and will be supplied work.
8. Subject to Company approval, priority will be given to newly hired employees entitled to vacation of less than one (1) week before considering the requests of other employees affected by 1 (a) and (b) in the agreement who may request to fill vacancies in other departments which are operating during this time frame provided such vacancies exist and the employee is qualified.

We believe the above arrangements meet both the needs of our customers and our employees in a fair and equitable way.

Yours truly,

D. Yost
Senior Director, Cambridge Operations
Acknowledged,

J. Olides, President
Local#862, U.S.W.

LETTER OF UNDERSTANDING#9

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Technological Changes

The Company and the Union recognize the social and economic impact of major process technology and equipment changes in the workplace, and accordingly, they will, in future, be guided by the principle that such changes need not automatically lead to a loss of employment; that they shall work together to implement such changes with the least socio-economic disruption of regular full time employees; and they shall be guided by the principles established in the Memorandum of Agreement regarding automation of the blender/banbury operations at Cambridge.

In the event technological change is to be implemented that significantly alters the employment status of employees, the parties shall meet at the earliest possible date to negotiate a memorandum of agreement to minimize the impact on employees.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#10
TRAINING OF WEEKEND WORKERS

Mr. J. Olides, President
Local #862, U.S.W.
Cambridge, Ontario

Dear Mr. Olides

It is understood that all employees on weekend shift schedules, who require training for reasons resulting from a group bump as the result of an external lay-off, resulting in an employee selecting a job classification higher than the classification that the employee is currently in, such training shall be carried out on the five (5) day schedule.

Such employee shall be transferred to the five (5) day schedule for the duration of the training and the Company shall be flexible in accommodating shifting preference to those employees.

Upon completion of such training, such employee shall revert to the weekend **shift** schedule.

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, U.S.W.

LETTER OF UNDERSTANDING #11

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Job Transfer Delay

The provisions of Clause 5.15 of the CLA are to insure an employee is transferred to the job of his choice within a reasonable time period of his selection for such job.

It is not our intent nor that of the Union that this clause be complied with in a frivolous manner using clause 5.10 as justification for circumventing its intent.

The Union and the Company recognize that from time to time circumstances may require an extension of the defined period in 5.15 and agree to discuss same and take appropriate action as may be mutually agreed to.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

67
LETTER OF UNDERSTANDING#12

Mr. J. Olides, President
Local #862, U.S.W.
Cambridge, Ontario

Dear Mr. Olides

Unclassified Department

The Company proposes to create a classification within Appendix B of the Collective Agreement to be known as Unclassified with the following purpose and subject to the conditions indicated.

Purpose

The purpose of the Unclassified classification is to:

1. Provide a small reserve of employees within the plant to facilitate quicker replacement of employees due to upshifting, retirements, termination, etc. The Company shall keep the Union advised as to its plans for staff levels within Unclassified.
2. To provide a classification in which to retain employees displaced due to lay-off as provided for in **5.17(h)** of the C.L.A.

Conditions

1. The number of employees in Unclassified at any given point in time will not be fixed and shall be determined at the discretion of the Company save and except for those number of employees who, due to their seniority, qualify to be Unclassified under **5.17(h)**.
2. Employees in Unclassified shall be assigned to a group or groups and assigned responsibilities and a shift within their assigned group.
3. During their time of assignment in a group, Unclassified employees will be trained in General Jobs, provide temporary relief to other employees in order to support the training activities within the group, provide temporary coverage for absent employees, complete housekeeping tasks and other duties as assigned.

4. Employees in Unclassified shall have only plant seniority. They may not acquire job seniority. Their seniority within Unclassified shall be their plant seniority.
5. Seniority employees who are Unclassified due to a layoff under **5.17(h)** shall have bidding rights. Employees hired to Unclassified shall have no bidding rights.
6. Vacancies not filled by job progression and/or job posting shall be filled by assigning employees to the vacancy starting with the most senior employee in Unclassified. If two or more vacancies occur concurrently, the senior employee shall be given the opportunity to fill the vacancy of his choice.
7. Employees in Unclassified shall be paid a base rate equivalent to the lowest rate in the plant except in those cases as defined in **5.17(h)**, as required by 10.06, and subject to 10.08 of the C.L.A.
8. Seniority employees may not bump Unclassified when laid off under **5.17** except as noted specifically in **5.17(h)**. Entry to this Unclassified group is only via **5.17(h)**, hiring, and any special cases as may be mutually agreed to by the Company and the Union.
9. There is no progression in Unclassified.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#13

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Occupational Health & Safety Act & Representative's Hours

During the life of this agreement the parties agree to operate within the spirit of the current Occupational Health and Safety Act.

Legislated changes to this act will be jointly reviewed for the purposes of understanding the impact on the represented employees of Canadian General-Tower Limited. The implementation of legislated changes shall not negatively impact the Health and Safety policies of Canadian General-Tower Limited or the health and safety of our employees.

The parties further agree to allocate up to a maximum of twenty (20) hours per month to a Union appointed Health and Safety Representative, for the purposes of assignments as approved by the President of Local #862, **U.S.W.** and the current Plant Manager.

The effectiveness of the above is to be reviewed on a quarterly basis in the first year of this Collective Labour Agreement.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

70
LETTER OF UNDERSTANDING#14

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Replacement Tools

This letter will confirm that the Company will continue its present practice of replacing worn tools and the purchase of specialty tools needed to improve the efficiency of the job.

The Company will also determine the basic tooling requirements for the Industrial Mechanic (Millwright) and other upgraded skilled trades and supply any new tools required.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING #15

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Company/Union Employee Education Programs

This is to confirm the following item of understanding reached during 1998 contract negotiations.

The Company will continue to pursue Company-Union employee education programs with the objectives of enhancing occupational skills, providing opportunities for personal and career development. Such programs could provide services ranging from instruction in the basic skills of reading, writing and mathematics to computer awareness, new technology training, Union/Management related education and a tuition-assistance program.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING #16

Mr. J. Olides, President
Local #862, U.S.W.
Cambridge, Ontario

Dear Mr. Olides

Union/Company Relationship

The Company and the Union recognize there is a need to change the way we do business in this increasingly competitive environment. The economic health of our Company, and thus the security and well being of us all depends on our ability to respond rapidly to changes in the marketplace and to focus on the requirements of our internal and external customers to ensure they are receiving the highest standard quality of product at a cost competitive price.

The method we have chosen to pursue these goals is through a Union/Company relationship of mutual trust, respect and open communication. A relationship that addresses interests in a fair and responsible way.

The Company and the Union join together in support of greater employee involvement to gain a higher level of results in product and process quality, health, safety and environment and improving job security for the workforce.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, U.S.W.

LETTER OF UNDERSTANDING#17

Mr. J. Olides, President
Local #862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Vacation Entitlement

This is to confirm the following item of understanding reached during the 1995 negotiations.

Employees with less than one (1) year of employment as of June 30th, will be treated the same as previous contracts for two (2) weeks vacation entitlement.

Employees with more than two (2) weeks vacation, will be entitled to their additional week in the anniversary year.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Outsourcing

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The parties agree it is the intention that all work currently being performed by the bargaining unit at the Cambridge and Brantford facilities will continue during the life of the contract.

If the Company finds it necessary to outsource work because of demands ~~of~~ customers or economic conditions, the Company will meet with the Union as soon as possible to discuss viable alternatives and any possible means of minimizing the impact ~~on~~ employees.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,



J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#19

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Apprenticeship Training

This is to confirm the following item of understanding reached during the 1998 contract negotiations,

The Company agrees to have a minimum of two (2) apprentices in the plant skilled trades during the life of this contract. In the case of a lay-off within the skilled trades as outlined in clause **5.18** it is agreed that the requirement to have a minimum of two (2) apprentices in the plant skilled trades shall be waived.

The Apprenticeship Training Committee will meet to review the Maintenance Training Plan and update as required.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local#862, **U.S.W.**

76
LETTER OF UNDERSTANDING #20

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Alternate Shifting Schedules

The parties agree to monitor the current shift schedules and work towards developing a shift schedule that will minimize the adverse health and safety effects to the employees. The schedules must fully consider the needs and desires of the employees as well as the business agenda.

The parties further agree that as new business opportunities are realized, alternative shifting arrangements may be agreed upon prior to the staffing of any departments and/or equipment.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, **U.S.W.**

LETTER OF UNDERSTANDING#21

Mr. J. Olides, President
Local 862, **U.S.W.**
Cambridge, Ontario

Dear Mr. Olides

Long-Term Illness Replacement

In the case of long-term illness, where it appears the employee will not be returning for an indefinite period of time, the Company may choose to progress (as per Appendix "C" of the Collective Labour Agreement) the qualified employee in the preceding jobs to temporarily fill the position. The remaining job will be filled with an Unclassified Department employee.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged

J. Olides, President
Local #862, **U.S.W.**

CHOICES FLEXIBLE BENEFIT PLAN

This agreement is made and entered into this **11th day of June, 2008**, by and between Canadian General-Tower Limited, Cambridge, Ontario, hereinafter called the "Company" and the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers international Union, Local 862**, hereinafter called the "Union".

ARTICLE I PURPOSE

- 1.01** Subject to terms and conditions specified herein, eligible employees shall be provided with a Flexible Benefit Plan for themselves and their dependents as defined herein.
- 1.02** Subject to terms and conditions specified herein retired employees and their dependents shall be provided with certain benefits as specified in Article XI.
- 1.03** Subject to the provisions of this PLAN, the Company shall determine the manner in which the Plan shall be administered.
- 1.04** The Company and the Union will establish a joint Union/Management committee, equally represented to act as an advisory/oversight committee which shall participate in the PLAN design, assist in selection of carriers, and conduct performance evaluations of the PLAN as may be mutually agreed to be worthwhile.

ARTICLE II DEFINITIONS

- 2.01** In this agreement:
- a) "Collective Labour Agreement" means the current Collective Labour Agreement between the Company and the Union, effective March 1, **2008**, as may be amended, supplemented, or any successor agreement.
- b) "Employee" means any male or female employee who is employed by the Company and is a member of the bargaining unit, as defined in the Collective Labour Agreement, and referred hereinafter in the masculine gender unless the context expresses otherwise.
- c) Dependent means a person who is currently:
- i) The Spouse of an employee.
- Spouse means (i) the person legally married or common-law partners to the employee or (ii) a person of the same sex who resides with the employee in a conjugal relationship.

Only one person shall be considered a Qualified Dependent spouse during a period of time for which any benefits are payable to or for the spouse of an employee. In the event that an employee takes up residence with an individual and publicly represents that individual as his wife or her husband the spouse status of any other individual shall automatically terminate for all benefits. An individual who fails or ceases to meet the criteria specified in item (i) or (ii) of this paragraph shall immediately be rendered ineligible as a dependent spouse.

- ii) An unmarried child of the employee, under the age of twenty-one (21) years, who is dependent on the employee for support and maintenance. Step-children, foster-children and legally adopted children may be included provided they are dependent upon the employee for support and maintenance.
 - iii) Any child of the employee twenty-one (21) years of age or over, mentally or physically infirm or who is a full-time student and dependent for support upon the insured employee before his twenty-first (21st) birthday but does not include the spouse of any such child.
 - iv) However, wherever the word "dependent" shall bear a wider meaning in the plans or contracts entered into by the Company in satisfaction of its obligations hereunder, such wider meaning shall be used if and to the extent applicable.
 - v) An employee will be considered as single and without dependents until he has properly enrolled his dependents on the application form applicable to the specific dependent benefits and he may be required to furnish such proof, as the Company may reasonably require, to establish the eligibility of any person claimed as a dependent. He must further inform the Company of any changes in the status of his dependents, which would affect their eligibility under the Plan within thirty-one (31) days after such change occurs: otherwise coverage will only commence on the first of the month following when the Company has been notified.
- d) "Physician" means a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine in the jurisdiction in which any medical, surgical or diagnostic services are rendered to an employee or his dependent.
 - e) "Commission" means the Ontario Health Insurance Plan established by an Act of the Legislature of Ontario, which is charged with the responsibility of establishing and administering the Ontario Health Insurance Plan.
 - f) "Lay-off" means the same as the definition of lay-off in the Collective Labour Agreement.
 - g) The term "retirant" means a person who has retired from the employment of Canadian General-Tower Limited and has become and remains eligible for a pension under the Pension Benefit Plan.
 - h) The term "Pension Benefit Plan" means the Pension Benefit Plan as may be amended,

supplemented or any successor agreement.

ARTICLE III FLEXIBLE BENEFITS PLAN

- 3.01 a) The flexible benefit plan shall be known as the "Choices Flexible Benefits Program" hereinafter referred to as "The PLAN".
- b) The Company shall provide for each eligible employee, for the term of the C.L.A., the basic benefits as described for himself and his dependents within the PLAN at no cost to him.
- c) The plan design shall provide the opportunity for eligible employees to obtain, through the use of Flex Credits, certain additional coverage for himself and his dependents as the PLAN may provide.
- d) The PLAN design shall provide the opportunity for eligible employees to decline, with appropriate credit, certain coverages for himself and his dependents.

3.02 Benefit Enhancement Choices

An employee may elect to **purchase** benefit enhancements as **referred** to in 3.01(c). The specific available coverage and related Flex Credit costs are as described in the Choices Benefits Program Handbook.

- 3.03 An employee may elect to decline certain benefits as referred to in 3.01(d) and receive a credit to his account. The specific coverage which an employee may decline and related credits are described in the Choices Benefits Program Handbook.

ARTICLE IV BASIC HEALTH CARE BENEFIT PLAN FOR ELIGIBLE EMPLOYEES AND DEPENDENTS

- 4.01 The basic Health Care Benefit PLAN shall be as described herein for eligible employees and their dependents:

Extended Health Care Benefits for Employees and Dependents:

Semi-private hospital accommodation, stay in licensed private hospital or nursing home, services of registered nurse or licensed practical nurse, services of a speech therapist, physiotherapist and clinical psychologist, rental or purchase of certain medical supplies and prosthetic devices including standard wheelchairs, hospital beds, oxygen equipment and other equipment usually found only in hospitals, hearing aids, ambulance services, other specialized treatments, emergency out-of-country expenses (including reasonable and customary doctors' fees and semi-private hospital accommodation required as the result of a medical emergency up to the level that would be payable if the expense were incurred in Canada)

Prescribed drugs, **100% of** the reasonable and customary charge **for** the generic equivalent drug, where available, **or if the physician prescribes that no generic equivalent can be**

substituted, the Plan will reimburse 100% of the reasonable and customary charges for the brand name drug, with a pay-direct drug card, and with a maximum of **\$9.99** for the dispensing fee.

For fertility drugs, charges shall be limited to a lifetime maximum of \$15,000. For anti-smoking drugs, charges shall be limited to a lifetime maximum of \$400.

4.02 Eligible Expenses include reasonable and customary charges for:

Drugs, serums, injectables and insulin purchased on the prescription of a medical doctor, except for vitamins and vitamin preparations (unless injected) and patent or proprietary medicines.

Private duty nursing by a Registered Nurse who is registered in any of the provinces of Canada (not a relative); either in the hospital or home, providing it is ordered by the attending physician, **to a maximum of \$25,000 per calendar year**.

Services of a registered or a licensed physiotherapist. Diagnostic services when not covered by any government agency.

Charges up to \$20.00 a day for care in a licensed private hospital, to a maximum of one hundred and twenty (120) days.

Purchase or rental of special remedial appliances, artificial limbs, etc., when not covered by any government agency and when prescribed by a physician as being necessary for diagnosis or treatment.

Specialized treatments, such as radium and radioisotopes.

Ambulance services when not covered by any government agency.

Payment to registered clinical psychologists up to a maximum of **\$400** per calendar year **effective March 1, 2008**.

Payment to registered **massage therapy services** up to **\$350** per calendar year **effective March 1, 2008, and up to \$375 per calendar year effective March 1, 2009**, but only when we are provided with a certificate by a medical doctor that such treatment is necessary.

Payment to qualified speech therapist up to **\$300** per calendar year **effective March 1, 2008**, but only when we are provided with a certificate by a medical doctor or dentist that such treatment is necessary.

Eyeglasses, contact lenses or laser eye surgery up to a total amount of **\$400.00 effective March 1, 2008 for each employee and eligible dependent** in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included.

Hearing aids, on the written prescription of a medical doctor, to a maximum of \$700.00 in all per person **in any thirty-six (36) consecutive months**. (purchase and maintenance).

4.03 The insurance under this benefit does not cover charges in respect of:

Injuries or sickness for which benefits are payable under any Workplace Safety and Insurance Act.

Self inflicted injuries, which are not accidental.

Injury or sickness resulting from war or from engaging in a riot.

Eye refractions or examinations for the fitting of glasses or hearing aids.

Cosmetic surgery not required for health reasons.

Treatment in a Government hospital which is paid for by Government Plans or Department of Veterans Affairs pension entitlement.

Any services for which the individual is not required to pay or for which benefits are received under any other insurance plan.

Services or supplies which are not certified by the attending physician as being necessary for diagnosis or treatment.

Medical examinations for check-up purposes.

4.04 Wherever this agreement conflicts with Federal, Provincial or Municipal law and regulations, such law and regulations shall take precedence over this agreement.

ARTICLE V BASIC DENTAL BENEFIT PLAN FOR ELIGIBLE EMPLOYEES AND DEPENDENTS

The basic Dental Benefit PLAN shall be as described herein for eligible employees and their dependents:

5.01 100% of cost of Basic Dental Services for eligible employees and their eligible dependents. This includes: regular examinations, bitewing x-rays, fluoride treatments, cleaning and two (2) units of scaling every six months. This also includes fillings, sealants, routine diagnostic and lab procedures, consultations and visits, minor surgical services and procedures. Complete oral examinations and full mouth x-rays shall be once every thirty-six (36) months. This also includes 100% of the cost of endodontics (root canal work), 50% up to a lifetime maximum of \$2000 towards the cost of Orthodontics for dependent children under age 21, 100% of the cost of dentures (complete or partial) including adjustments, repairs, rebasing, relining and lab procedures related to the dentures to a maximum of \$1500 per person **in any thirty-six (36) consecutive months.**

The Ontario Dental Association fee schedule of the current calendar year shall be used as the basis of payment.

ARTICLE VI
 BASIC NON-OCCUPATIONAL SICKNESS AND ACCIDENT INSURANCE BENEFIT PLAN FOR
 ELIGIBLE EMPLOYEES (WEEKLY INDEMNITY)

The basic Non-occupational Sickness and Accident Insurance Benefit PLAN shall be as described herein for eligible employees:

The weekly maximum benefit payable shall be seventy percent (70%) of the employee's weekly earnings for a regular forty (40) hour week for a period not to exceed forty-six (46) weeks.

- 6.01 Benefits will be payable from the first day of a disability due to an accident and the first day when an employee is hospitalized, or fourth day of disability due to sickness. Benefits will continue to be paid for the duration of the disability while under the care of a physician. **Employees are required to consult a physician within seven (7) working days of the onset of disability for reasons of illness, or within twenty-four (24) hours, unless there are extenuating circumstances acceptable to the Company, of the onset of disability for reasons of accident/injury to qualify for such weekly indemnity benefits.**
- 6.02 Periods of disability due to the same cause will be treated as the same period of disability unless the employee has recovered and returned to full time work for a period of two (2) weeks. Periods of disability due to different causes will be treated as different periods of disability if separated by recovery and return to full time work.
- 6.03 The date on which the disability begins shall be deemed to be the first day upon which the employee fails to report to the Company for work, or is required to cease work before his regular quitting time, because of such disability, and the date upon which the disability terminates shall be deemed to be the day before the first day upon which the employee is capable of returning to work. These dates shall be those set by the attending physician. Part weeks shall be indemnified at the rate of one fifth of the weekly amount for each day of disability during the normal work week.
- 6.04 Weekly indemnity benefits shall not be payable for any disability:
- a) Resulting from any injury or sickness for which the employee is not under the care of a physician, doctor of dental surgery (D.D.S.), doctor of Osteopathy (D.O.), chiropractor or chiropodist.
 - b) Resulting from any injury, sickness or disease which entitled the employee concerned to compensation in respect thereof under the Worker's Compensation Act of Ontario.
 - c) Resulting from injury sustained or sickness contracted as a direct or indirect result of war or engaging in a riot.
 - d) For pregnancy, including childbirth or miscarriage, unless the pregnancy commences while the employee is insured under this Plan.
- 6.05 An employee who has established a Sick and Accident claim under the terms of this section,

shall receive weekly benefits for any day for which the employee is eligible for a Paid Holiday. In addition, he shall receive from the Company the difference between eight (8) hours multiplied by his/her regular hourly rate, and the benefit received as Sickness and Accident benefits for such day.

- 6.06 The Company shall retain the entire premium reduction resulting from the wage loss replacement plan specified herein being registered with the Employment Insurance Commission.

ARTICLE VII BASIC GROUP LIFE INSURANCE BENEFIT PLAN FOR ELIGIBLE EMPLOYEES

The basic Group Life Insurance Benefit PLAN shall be as described herein for eligible employees:

- 7.01 Group life insurance benefits shall be provided for the payment of a basic death benefit of **\$50,000** under the terms and conditions ordinarily found in a Standard Group Life Insurance Policy issued in the Province of Ontario.
- 7.02 Life insurance will cease thirty-one (31) days following termination except as noted in 7.03 or in the case of retirement of an employee (see **7.04**). The Policy of Group Life Insurance shall provide an employee the opportunity to obtain, without a medical examination, an individual policy of Life Insurance of a class and under the conditions specified by the Insurer in the individual's certificate of insurance.

The basic life insurance provided under the PLAN for an employee who qualifies for the Total and Permanent Disability benefit shall continue in force.

- 7.03 An employee may continue to be covered for additional Life Insurance throughout his period of disability to normal retirement date by payment of the related PLAN cost.
- 7.04 Insurance benefits for an employee eligible for Total and Permanent Disability benefits following his normal retirement date shall be **\$5000**.

ARTICLE VIII BASIC NON-OCCUPATIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT PLAN FOR ELIGIBLE EMPLOYEES

The basic Non-Occupational Accidental Death and Dismemberment Insurance Benefit PLAN shall be as described herein for eligible employees:

- 8.01 The Company will provide for its eligible employees and eligible dependents Non-Occupational Accidental Death and Dismemberment Insurance consistent with employee's selection under the PLAN.
- 8.02 Benefits will be paid for accidental loss of life, limbs and sight caused by external, violent and accidental means. The full principal sum to which an employee is entitled will be paid for the accidental loss of two hands or feet or sight of both eyes or any two of them, loss of speech

and hearing in both ears, when loss occurs within one year of the date of accident. The full principal sum to which an employee is entitled will also be paid in the case of Quadriplegia, Paraplegia, and Hemiplegia occurring within one year of the date of accident. Three-Quarters of the principal sum will be paid for the accidental loss of one arm or one leg, or the loss of use of one arm or one leg. Two-thirds the principal sum will be paid for the accidental loss of one hand, one foot or the loss of the entire sight of one eye. Two-thirds the principal sum will be paid for the accidental loss of the use of one hand or one foot, the loss of speech or hearing in both ears. One-third the principal sum will be paid for the accidental loss of thumb and index finger of one hand, or the loss of four fingers of one hand. One quarter the principal sum will be paid for the accidental loss of hearing in one ear and one-sixth the principal sum for the accidental loss of all toes of one foot. Provided, however, the full amount will be paid only once to or on account of any employee.

- 8.03 An employee shall receive the full principal sum for the accidental loss of the use of both arms or both hands or both feet or both legs.
- 8.05 For purposes of this clause, the term "loss of the use of" shall mean total loss of the ability to perform each and every act and service that the hand, leg or arm was capable of performing prior to the accident. Such loss must occur within one year of the accident and payment shall be only once to or on account of any employee.
- 8.06 Loss of use must continue without interruption for a period of not less than twelve (12) consecutive months and must be total and irrecoverable and beyond remedy by surgical or other means,
- 8.07 The term loss shall mean with regards to hands and feet severance at the wrist or ankle joints; with respect to eye, entire and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with regard to thumb and fingers, severance through or above the metacarpophalangeal joint and with regards to arms or legs, actual severance through or above elbow and knee joints. However, the term loss with reference to movement of limbs shall mean complete and irreversible paralysis.
- 8.08 Eligible dependents shall include the employee's spouse and dependent children who are unmarried and up to age 21 (or to age 24 inclusive if a full-time university student). In the event there are no dependent children, the spouse shall be insured for 50% of the employee's principal sum. In the event there are dependent children the spouse shall be insured for 40% of the employee's principal sum and each child 10%. In the event there is no spouse, each child shall be insured for 20% of the employee's principal sum.

ARTICLE IX
BASIC LONG TERM DISABILITY BENEFIT PLAN
FOR ELIGIBLE EMPLOYEES

The basic Long Term Disability Benefit PLAN shall be as described herein for eligible employees:

- 9.01 In order to receive Long Term Disability benefits from the PLAN, an employee must first apply for and be accepted for disability benefits.
- 9.02 An employee on Disability Pension is required to submit to a physical examination at any time during such disability up to his normal retirement date for the purpose of determining his condition] whenever such examination is requested by the Company, but not more often than twice in any calendar year after Long Term Disability has been established.
- 9.03 An employee who refuses to submit to any physical examination properly requested in accordance with the provisions of 9.02, is to have his Disability benefit suspended until he does submit to such examination.
- 9.04 If an employee who qualifies for and receives Long Term Disability ceases to be totally and permanently disabled or engages in any occupation or work with job requirements similar to the requirements of any job whatsoever covered by the Collective Labour Agreement his Long Term Disability benefit may be terminated by the Company.
- 9.05 Where Disability benefit is terminated, the former employee is to be rehired by the Company in a capacity consistent with his physical and mental ability, provided such work is available, and with the seniority which he had immediately prior to the commencement of his Disability benefit.
- 9.06 An employee must be disabled for forty-six (46) weeks in order to become eligible for any benefit under the Long Term Disability Plan.

ARTICLE X
ELIGIBILITY FOR BENEFITS

The following regulations will determine the eligibility of present and future employees for participation in the PLAN.

- 10.01 All present employees, except those specified in clause 10.02, who are actively at work on the effective date of this agreement and who have two (2) or more months of seniority at such time, shall be entitled to the benefits of the program. Present employees who are on vacation or who are working less than normal hours shall be deemed to be included. Present employees not actively at work on the above date, for any other reason, will become eligible upon return to active employment.
- 10.02 An employee attaining two (2) months' seniority after the effective date of this agreement shall be entitled to the benefits of the Choices Flexible Benefit Program covering death, bodily injury or sickness incurred on or after the first day of the calendar month coinciding with or next following the attainment of two (2) months' seniority, provided such employee is actively employed on such date. If the employee is not actively at work on such date he will be eligible upon return to active employment.

- 10.03 Coverage for an employee's dependents will become effective on the same date as the employee's coverage except that if a dependent other than a new born baby is confined in a hospital on the date the insurance for that dependent would otherwise have become effective, the insurance will not become effective until such time as said dependent is discharged from the hospital. A new born baby will become immediately eligible as a dependent provided that the employee properly qualifies such child hereunder by registering such child with the Company within thirty-one (31) days of birth.
- 10.04 An employee, who had previously been eligible under the PLAN, and who returns to active employment after lay-off or leave of absence, shall be eligible for all benefits for himself and dependents on the first day of his return to active employment.
- 10.05 An employee who is granted a leave of absence from work because of bodily injury or sickness, after becoming eligible under the PLAN, shall continue to be eligible for all benefits for himself and dependents except sickness and accident benefits. He shall be eligible for Weekly Indemnity for the period he has selected under the plan.
- 10.06 Maternity/Parental Leave - coverage under the PLAN while an employee is on Maternity/Parental Leave will continue without change or interruption while the employee is on maternity or parental leave, provided the employee maintains his PLAN selection costs through either postdated cheques or a lump-sum payment covering the leave period. If an employee fails to maintain his PLAN selection costs, the PLAN will default PLAN coverages to the CGT paid levels.
- 10.07 An employee who is granted a leave of absence for any reason, other than sickness or injury, after becoming eligible under the PLAN, shall continue to be eligible for all benefits for himself and dependents, except sickness and accident benefits for the employee, until the expiration of three (3) months from the effective date of such leave, provided however, Union officers on approved leave of absence for local Union business shall continue to be covered for sickness and accident benefits during such leave of absence.
- 10.08 An employee, whose active employment is terminated by voluntary separation, by discharge for cause, by entering military service or by retirement, shall cease to be eligible for any benefits under the PLAN as of date of termination, except as provided in Article V & Article XI and except that a death claim would be paid under the Life Insurance Plan during the thirty-one (31) day conversion period and that maternity benefits will be paid for a pregnancy commencing while a female employee or a dependent of an employee is insured under the said PLAN. Provided, however, that in the event of termination of the Supplementary Hospital Expense Benefits and/or Sickness and Accident Insurance, as provided in this PLAN, such termination shall not have the effect of discontinuing the payments of benefits insofar as it affects the benefits payable with respect to disabilities which were suffered or incurred prior to date of termination.
- 10.09 An employee who is laid-off will have Health and Dental benefits continued until the end of the month following the month in which the lay-off begins. Coverage under the Life Insurance, Accidental Death & Dismemberment and Disability Plans, will end as of the day following lay-off.
An employee may continue the PLAN coverages (with the exception of Disability benefits) for up to twelve (12) months, provided the employee pays the full cost of all benefits, which includes basic and enhanced benefits.

- 10.10 Dependents of an employee shall cease to be eligible for benefits under the PLAN on the date on which the employee ceases to be eligible, and in case of death of an employee, at the end of the third calendar month following the month during which death occurs.
- 10.11 When provision is made for the continuance of coverage on payment of the applicable premium by any person other than the Company, such payment shall be made monthly, in advance, and will be the responsibility of the individual concerned. This privilege will terminate on failure to pay the premiums as provided.
- 10.12 An employee receiving a Long Term Disability benefit from the PLAN shall continue to receive the Long Term Disability benefit payable to age sixty-five (65) or retirement date. Extended Health Care and Life Insurance benefits shall revert to Retiree Benefits following his retirement date as outlined in Article XI.

ARTICLE XI
BASIC BENEFIT PLAN FOR ELIGIBLE
RETIRANTS AND DEPENDENTS

The basic Benefit PLAN shall be as described herein for eligible Retirants and their dependents:

11.01 An employee who becomes eligible for a monthly retirement pension or who attains his normal retirement date while on Total and Permanent Disability benefit and provided the employee upon attaining his retirement date had at least ten (10) years of seniority under the Pension Plan, will be provided with the following benefits effective on the date of his retirement.

a) Supplementary Hospital Expense Benefit

Semi-private accommodation benefit. The employee will be reimbursed for 100% of the aggregate eligible expenses

b) Extended Health Care Benefits

c) Life Insurance **\$5000**

The extended health care benefits provided to an employee above are extended to include coverage for the retirant and his eligible dependents.

11.02 Only those eligible dependents on record with the Company at the date of the employee's retirement will be covered.

11.03 In the event of termination of the PLAN under the provisions of this agreement, all insurance under the Plan will terminate at the end of the month in which such termination occurs.

11.04 Dependents of a retirant shall cease to be eligible for benefits under this Plan on the date on which the retirant ceases to be eligible and in the case of a death of a retirant at the end of the calendar month following the month during which death occurs.

ARTICLE XII

GENERAL PROVISIONS

- 12.01 The Company shall have the sole responsibility and authority, consistent with the provisions of this agreement, for the operation and administration of the PLAN.
- 12.02 The Company may enter into a contract or contracts with an insurer or insurers to provide all or any of the benefits described herein and upon so doing, the Company shall be relieved of any individual liability to any employee or dependent with respect to performance of the obligations contracted for by the insurer, and the Company may from time to time amend, terminate, reinstate and/or substitute any such contract or contracts. No insurance Company contract which may be entered into by the Company for the purpose of providing any benefit described in this agreement shall alter, amend or detract from the provisions of this agreement.
- 12.03 The employee shall complete any application or questionnaire relating to himself and to the number, sex and age of his dependents or the facts pertaining to a claim for benefit presented to him by an insurer through the Company or otherwise.
- 12.04 No payment of a claim will be made if the employee fails to meet the requirements of the insurer with respect to proof and time limitations under regulations normally included in policies written in Ontario.
- 12.05 **The Company shall provide** to each employee eligible for life insurance benefits, **a benefit confirmation statement** which will describe the benefits and privileges provided therein by the insurer.
- 12.06 The Company shall have the right, and an employee claiming payment of disability shall afford the opportunity, to examination of the person of the employee or his dependent by a physician appointed by it when and as often as it may reasonably require while a claim for benefit is pending.
- 12.07 If a dispute shall arise between the Company or its insurer, as the case may be, and an employee as to whether such employee or his dependent is, or continues to be, suffering from bodily injury or sickness of a degree, extent and type that gives rise to a claim for benefits under the PLAN, such dispute shall be resolved as follows:
- The employee or disabled person shall be examined by a physician appointed for that purpose by the Company or the Insurer and by a physician appointed for that purpose by the Union. If they shall disagree concerning the kind and nature of the disability, the question shall be submitted to a third physician appointed by mutual agreement of both such appointed physicians. The opinion of the third physician, after examination of the disabled person and consultation with the other two physicians, shall be accepted by the Company, or the Insurer, the Union and the employee as irrefutable evidence of the facts therein disclosed, and the degree, extent and type of disability suffered by the disabled person. The fees and expenses of the third physician shall be shared equally by the Company or insurer and the Union.
- 12.08 If a dispute shall arise between the Company and an employee with reference to eligibility for benefits or payment of claims under the PLAN, or if a dispute shall arise between the Company and the Union as to whether the Company has provided, and continues to provide, benefits as hereinbefore described, such dispute may be taken as a grievance, under the

grievance provisions of the Collective Labour Agreement then in effect, starting at Step #3. If any such grievance shall be taken to arbitration in accordance with such procedure, the arbitrator, insofar as it may be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this agreement and of the Collective Labour Agreement. He shall have no authority to add or subtract from any provision of this agreement, or to waive or fail to apply any requirement of eligibility for benefit under the agreement. The decision of the arbitrator on any grievance properly referred shall be binding upon the Company, the Union and the employee.

- 12.09 The establishment of the PLAN shall not give any employee any additional right to be retained in the employment of the Company, and each employee shall remain subject to discipline, discharge or lay-off to the same extent as if said agreement had not been put into effect.
- 12.10 Where an employee receives Sickness and Accident benefits, or an employee or dependent receives payment for hospitalization, surgical and/or medical expenses by reason of bodily injury or sickness in respect of which some third party is under legal liability, the company or the insurer, at the Company's option, shall be subrogated to the employee's or dependent's right to compensation for the cost of the benefits and/or services provided in respect of such bodily injury or sickness to the extent of the amount paid by the Company, either directly or indirectly, or through coverage provided by an insurance policy, in respect thereof, and the employee by acceptance of the benefits, will undertake that he or the dependent so entitled to compensation shall prosecute such claim against the third party at the expense of, and to the extent directed by the Company and pay over to the Company what it is entitled to receive as aforesaid together with any expenses it may have paid or incurred from any monies recovered from such third party, and he or the dependent will do all acts and execute all documents necessary to permit the Company to obtain the benefit of this clause.

ARTICLE XIII TERMINATION OR MODIFICATION

- 13.01 The PLAN is subject to such amendment from time to time as may be necessary to meet the requirements of any applicable Federal or Provincial laws, orders or regulations and the relevant provisions of the Insurance Act of Ontario shall be deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of this agreement.
- 13.02 The said agreement may be modified or discontinued, after three (3) months' notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes, or should the income tax laws be changed to provide for disallowance in whole or in part of payments of this class and kind as income tax deductions. Should modification or discontinuance of the said agreement become necessary for any of these reasons, negotiations will be resumed immediately after such notice is given.
- 13.03 If, at any time, the Federal or provincial Government passes legislation which directly or indirectly has the effect of providing or discontinuing benefits similar to one or more of the benefits described in the PLAN for which the employees as a class shall be eligible, this agreement shall terminate in respect of that benefit or benefits upon the expiration of thirty (30) days after the proclamation of such statute or upon the date the statute comes into effect,

whichever is later. During such thirty (30) day period or such longer period as may expire after date of proclamation of the statute the parties will meet for the purposes of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under the PLAN shall approximate in kind the money value of the benefits provided under this agreement before said statutory enactment.

13.04 The Union agrees that it shall not:

- a) Make any demand that this agreement be changed in any respect or terminated or that a new PLAN be established for the employees, or that the Company contribute or pay any greater amount for such benefits for the employees than it is required to pay under the terms of this agreement.
- b) Engage in or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with work or production at the plants of the Company for the purpose of securing any such change or termination.

13.05 Except during the periods specified in clause 13.06 and 13.07 herewith, the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters referred to in clause 13.04.

13.06 Any of the provisions of this agreement may be amended in writing, by mutual consent of the parties.

13.07 This agreement shall be effective from March 1, **2008**, and shall supersede and replace all previous life insurance, accidental death and dismemberment insurance and sickness and accident benefits and extended health care benefits covering the same operation, and shall remain in full force until February **28, 2010**, and thereafter from year to year unless either party gives to the other party notice, in writing, of cancellation within a period of not less than two (2) months or more than three (3) months prior to February **28, 2010**, or an anniversary date thereafter.

Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of not less than two (**2**) months or more than three (3) months prior to February **28, 2010**, or an anniversary date thereafter, in which event the parties shall meet as early as possible to consider the proposed revision and during such time the PLAN shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations continue for two (2) months without agreement, this agreement may be cancelled by either party upon sixty (60) days written notice by either party to the other given on or after the termination date.


Termination of this agreement shall not have the effect of automatically discontinuing the PLAN insofar as it affects the benefits of those employees retiring before the termination date and benefits granted to retirees prior to such termination shall not be reduced, suspended or discontinued except as specifically provided in the PLAN.

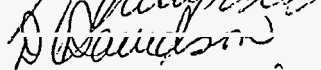
In the event of written notice of cancellation having been given by either party, as herein provided, negotiations shall continue on during the period of cancellation with a view to effecting a new agreement. Should such negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect as provided in The Ontario Labour Relations Act.

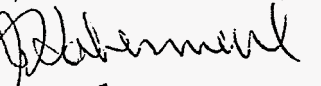
In witness whereof the parties have executed this agreement this **11th day of June, 2008.**


Signed, sealed and delivered on **June 11, 2008**, in the presence of:


For the Company

M. Campanelli 

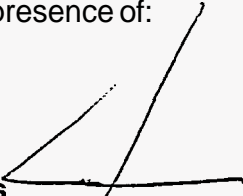
D. Davidson 


S. Habermehl 


D. Yost 


K. Williamson 


For the Union

J. Olides 

K. Dalgity 

J. Reid 

J. Elliott 

J. Hibbs 

K. Mason *Kevin Mason*

J. Harvey, Int. Rep. *Sum Stacey*

PENSION PLAN

ARTICLE I ESTABLISHMENT OF THE PLAN

- 1.01 In the Plan, unless the context otherwise requires, words in the singular shall be construed as including words in the plural and words in the plural as including words in the singular and words importing gender shall be construed as including all genders. The headings in this Plan are for convenience of reference only and are not to be construed as part of the Plan.
- 1.02 Canadian General-Tower Limited (the "Company") maintains the Pension Plan for Unionized Employees of Canadian General-Tower Limited (the "Plan") which was established upon mutual agreement between the Company and the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union**, A.F.L.-C.I.O., C.L.C. Local No. 862, effective March 1, 1969.
- 1.03 Effective January 1, 1988, the Plan commenced to be administered in accordance with the Pension Benefits Act, 1987 (Ontario).
- 1.04 The Plan was converted from a defined benefit formula to a defined contribution formula with an effective date of March 1, 1991. All Members were given the choice to elect either a paid-up annuity or transfer the commuted value of their accrued benefits to their respective CGT Account under this Plan. Annuities will be purchased from an insurance company for those Members who elected the paid-up annuity option.

Pensions in respect of retirees and deferred vested members will continue to be paid from the fund unless, at the discretion of the Company, they are purchased from an insurance company at a future date.

- 1.05 This agreement made and entered into this **11th day of June, 2008**, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and Local #862 of the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union**, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE II DEFINITIONS

The following words and phrases, when used herein, have the following meaning unless a different meaning is plainly indicated by the context:

- 2.01 "Advisory Committee" means the committee as described in Section 15.02.
- 2.02 "Agreement" means any agreement entered into by the Company that provides for the investment of assets of the Plan in accordance with the provisions of Article XIV, including an insurance or annuity policy, as such agreement may be originally adopted or as it may be amended from time to time.