

MARITIME PAPER PRODUCTS LIMITED

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Maritime Paper Products Limited
and
Communication, Energy, and Paperworkers' Union
Local 1520

Collective Agreement

May 1, 2007 – April 30, 2011

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**MARITIME PAPER PRODUCTS LIMITED
AND
COMMUNICATION, ENERGY AND PAPERWORKERS' UNION, LOCAL 1520
COLLECTIVE AGREEMENT
(May 1, 2007 to April 30, 2011)**

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COLLECTIVE LABOUR AGREEMENT

BETWEEN:

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

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

WITNESSETH:

That the Employer and the Union hereby agree as follows:

ARTICLE 1 - OBJECTS OF THIS AGREEMENT

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

ARTICLE 2 - BARGAINING UNIT

- A. The Employer, under Nova Scotia Labour Relations Board Order No. 2190, recognizes the Union as the Bargaining Agent for a bargaining unit consisting of all employees of the Employer at Burnside, Dartmouth, Nova Scotia, but excluding foremen, those persons equivalent to the rank of foreman and above, office employees, and those persons excluded by paragraphs (2) and (b) of subsection (2) of Section 1 of the Trade Union Act.
- B. This Agreement shall apply to all employees in the Bargaining Unit defined by the relevant Order of the Nova Scotia Labour Relations Board and the words "Employee" and "Employees" as used herein - refers only to such employees but shall not include foremen, ("or those persons equivalent to rank of foreman and above)" assistant foremen, production clerks, and other **salaried** employees. The Employer **agrees** that it will not during the term of this Collective Agreement, change any hourly paid jobs to salaried jobs.
- C. Foremen, Supervisors and other employees of the Employer who are not members of the Bargaining Unit shall not perform work usually performed by employees within the Bargaining Unit, except in cases of emergency, or for training and instruction purposes, or when employees in the Bargaining Unit are not available for such work, **provided** that the Employer advises the Union of the difficulties of men not being available, prior to doing **such work** and provided also that in any arbitration ~~the~~ Employer shall have the burden of showing that on the balance of probabilities employees in the Bargaining Unit were not available for such work.

ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS

- A. No employee shall be asked or permitted to make any verbal or written contract with the Employer which may limit, alter, modify, or conflict **with** the stipulations of this Agreement.
- B. There shall be no lockout by the Employer and no strike or slowdown by the Union during the term of this Agreement.
- C. The Union acknowledges that it is the exclusive function of the Employer:
- (1) to maintain order, discipline and efficiency;
 - (2) to hire, discharge, suspend, transfer, promote, classify, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance dealt **with** as hereinafter provided;
 - (3) to introduce Company policies providing they are not inconsistent with the Collective Agreement.
 - (4) generally to manage, control, continue, discontinue, in whole or in part, the industrial enterprise in

which the Employer is engaged.

- D. The Employer, the Union and the employee agree that there shall **be** no discrimination against employees because of race, creed, colour, sex, national origin or union membership. They also agree that they shall not seek, by intimidation, bullying, threat of dismissal or any other kind of threat, to compel an employee to refrain from becoming or ceasing to be a member, officer, or representative of a trade union or from exercising any right conferred by the Trade Union Act or this Collective Agreement. Exercising supervisory responsibilities in an inappropriate way **is** not to be construed as intimidation/bullying. Nor is this provision meant to inhibit free speech or interfere with normal social relations.
- E. The Company will maintain a Harassment in the Workplace policy, which **will** be available to **all** employees.

ARTICLE 4 - UNION SECURITY

- A. All employees covered by **this** agreement shall become and remain a member in good standing as a condition of employment. Employees covered by this agreement shall at the time of hiring sign a dues check-off form for the Union. Upon completion of their sixty (60) day probationary period of employment, the employer will deduct and pay to the treasurer of the Union by the 15th day of the following month an amount equivalent to **its** initiation fee (to be spread over **two** (2) paycheques) and regular monthly dues. The Union shall receive a **list** of names showing the amount of Union dues and initiation fees **deducted** through the **check-off** each month.
- B. The Company will notify the Union when new **employee(s)** are hired, and a member of the Union Executive who, upon giving reasonable notice to the Company will be provided **with** one-half (1/2) hour of **meeting time** with such **new employee(s)** (where employees are hired in groups, **the** Union will meet, where practical, with the **employees** as a group, not individually).
- C. The Employer shall notify **the** Union in writing when any new employee **is** hired and such employee **shall be subject** to the payment of union dues upon completion of the employee's sixty (60) day probationary period of employment. The Employer **agrees to** provide a **check-off list** in order of seniority to **the** Union within ten (10) **working** days of the end of the month for which check-offs are being listed.
- D. **If** the **employee** is absent or on vacation at the time any deduction should be made **from** his/her pay, such deduction shall be made **from** the first full pay which he/she receives following his/her return to

work and shall be remitted to the Treasurer of the Union not later than the 15th day of the following month.

- E. it is understood and agreed that all employees on probation may be released by the Employer during the probationary period, without a grievance from the Union, after discussions by the Employer with the Union member designated in advance by the Union President.
- F. The following provisions shall cover the hiring of student help by the Employer:
- (1) The **period of hire** for student help shall be **from** May 1st to September 15th **of** each year;
 - (2) If a student requests to be taken on full-time, his/her probationary period shall be treated as sixty (60) days from the date he/she commenced employment with the Employer during the year and such student shall **be** credited with seniority from the date of his/her commencement of employment that year and he/she shall be obligated to sign a check-off form authorizing the deduction of initiation dues and monthly dues **effective as of** the date of completion of his/her sixty **(60)** day probationary period. **Any** student request to be taken **on full-time** will **be** subject to Employer approval.
 - (3) The number of students hired by the Company during the permissible period for student hiring (May 1-September **15**) shall **be no** more than twenty (20) students at any one time.
- G. The provisions of Article 15 shall not give students or probationary employees the rights herein set out for overtime, except for probationary employees and students who are on duty on the shift immediately preceding the overtime, provided all other **employees** on such shift have not accepted such posted overtime (probationary employees do have priority over students for such overtime).

ARTICLE 5 - UNION REPRESENTATION

- A. The Union shall have the right to elect seven (7) Shop Stewards for employees. If seven (7) Shop Stewards are not found to be sufficient, the Union may approach the Employer and request **permission** to appoint or elect additional Shop Stewards. All Shop Stewards shall **be** employees of the Employer and **shall** be elected by the Union members.
- B. The Union shall **keep** the Employer advised in writing of any change in the Union executive, or Shop Stewards.
- C. The Union Executive members, Shop Stewards and the Union National Representative shall **be** permitted to enter the Employers' premises **on** Union business, subject to the prior consent of the Employer, which prior consent shall not be unreasonably withheld and further no such Union Executive

member, Shop steward, and/or Union National Representative shall unduly interfere with the work in progress.

- D. Shop Stewards and the Union Executive shall be able to leave their work without loss of basic pay to attend to Union business except that:
- (1) Such business must be between the Union and the Management;
 - (2) The time shall be devoted to the prompt handling of necessary Union business;
 - (3) The Steward and the Union Executive concerned shall obtain the permission of the foreman concerned before leaving their work; such permission shall not be unreasonably withheld;
 - (4) The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Basic pay means the regular rate of pay of the Steward(s) or Union Executive in question. If, at the request of the Employer, the Steward(s) or Union Executive stay after regular hours for such matters the Employer will pay such time at time and one-half;
 - (5) Union business shall include a meeting of the Safety Committee and the Labour Management Committee. The Union acknowledges, however, that because there are a large number of employees involved as members of the Union Executive and Shop Stewards, the amount of time away from their work for such employees should be kept to a minimum and that the Employer may from time to time have to refuse permission to employees to take time from their work for such Union business.
 - (6) The Company will pay the five (5) Union bargaining committee members the greater of:
 - (a) up to 4 days' pay at 8 hours straight time pay; or
 - (b) 50% of 8 hours straight time pay for a maximum of 10 negotiating days.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. (1) A grievance may be filed in keeping with the provisions of this Article 6 by
- (a) the Union, or
 - (b) an employee (submitted by the Union), or
 - (c) the employer.
- (2) A grievance shall be either:
- (a) a complaint of alleged violation of the Collective Agreement; or
 - (b) any other complaint relating to plant working conditions or any terms or conditions of employment, contrary to provincial legislation.

(3) All grievances must **be** presented within seven (7) days after the grievance arose. Thereafter any right of grievance shall automatically cease to exist. The time limit for grievances over the amount of pay shall commence to run from the payday of such employee for the pay period concerned. When an employee is on vacation, sick leave or other leave of absence, the time limit will run from his first day of return to work from such absence. In no case, however, shall the time limit exceed one month from the payday concerned.

(4) The employer shall **be** bound by the time limits set out in (3) above for employer grievances filed with the Union.

(5) The time limits for any grievance may be extended in writing by the Union for an employer grievance, or, by the employer for a Union or employee grievance.

B. Differences of interpretation of the violation by the Employer or any employee of any of the provisions of this Agreement as well as any other complaint relating to working conditions shall be considered a grievance provided that no complaint by an employee shall be considered a grievance until he/she has given his/her immediate supervisor an opportunity to deal **with** it. All grievances must be presented within five (5) working days after the ~~grievance~~ arose and thereafter any right of grievance shall automatically cease to exist. The Employer shall **be** bound by the above time limits for Employer grievances filed with the Union pursuant to the grievance procedure.

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

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

D. (1) The Union and/or the Employer shall have the right to have the grieving employee present at any stage of the grievance procedure, subject **to** the employee being **willing** and available and subject to **(6)** of this Article 6D.

(2) Failing a satisfactory settlement at Step **■** the Grievance Committee (consisting of not more than three (3) employees **will** meet with the Production and/or Plant Manager within two (2) working days of the receipt by the Union of the reply at Step 1. The Production and/or Plant Manager shall have the right to have the foreman, or immediate supervisor of the employee present at this stage. The Production and/or Plant Manager shall render a decision in writing to the **secretary** of the

Union within three (3) working days of such meeting.

- (3) Failing a satisfactory settlement at Step 2, the Grievance Committee and the Union National Representatives shall meet with the General Manager and his delegates within five (5) working days of the reply at Step 2. The General Manager or his delegates shall render a decision in writing within three (3) working days of such meeting,
- (4) Should the Employer have a grievance, it shall be submitted in writing to the Union **National-Representative** who together with the Grievance Committee shall meet with the General Manager and his delegates within five (5) working days of the presentation of the grievance and the Union National Representative shall render a decision in writing within three (3) working days of such meeting.
- (5) Failing a **satisfactory** settlement of any grievance either the Union or the Employer shall have the option of submitting the grievance to binding arbitration as outlined in Article 7 of this Agreement provided that such grievance must be submitted to arbitration by the giving of notice thereof in writing within seven (7) working days of the date of the decision at the last stage of grievance, otherwise the right to arbitrate shall automatically terminate.
- (6) The employee and his Shop Steward shall have the right to be in attendance at all steps of the grievance procedure, subject to them being available and subject to there being a maximum limit of four (4) employees (including grievors and employee union representatives) present at any stage of the grievance procedure. (In multiple grievor situations grievors may be required to nominate grievor representatives for attendance at grievance procedure steps.)

- E. The time limits provided for in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- F. In any disciplinary meeting which may result in a discharge, suspension or a warning going on file against an employee's record, the employee must have a **Shop Steward** present or, if a **Shop Steward** is not on duty, have present another employee from the Bargaining Unit of his or her choice, subject to the reasonable availability of the employee.
- G. In order that there shall be uniformity in penalties and the method of dealing with them, generally the procedure (except in serious cases which might call for immediate dismissal or suspension) the rules are as follows:
 - 1st offence - Warning letter
 - 2nd offence - Suspension
 - 3rd offence - Dismissal
 After two (2) years the offences in the record of any offender shall be deleted. Copies of all written

discipline will be forwarded, as a matter of convenience, to the Union.

- H. Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of his/her discharge and the reason therefore and a copy shall be sent to the Secretary of the Union at the last address on file with the Employer.
- I. The Employer shall pay any discharged employee all his wages in full as soon as possible after his/her discharge and after any liability owed by him/her to the Employer has been paid or as agreed by management and the Union,
- J. A Complaint by an employee that he/she has been unjustly discharged shall be considered a grievance. In processing such a grievance, the first step of the grievance procedure shall be dispensed with and the grievance shall be submitted in writing directly to the Employer's General Manager or his responsible representative within five (5) working days after the discharge.
- K. Any employee found through the grievance procedure or arbitration to have been unjustly discharged, shall within three (3) working days after the date of the settlement or the decision of the Arbitration Board be reinstated in his/her former position with full compensation for time lost and all seniority rights.
- L. All employees shall have the right to review their personal file, Prior to a grievance meeting the Shop Steward or Union Executive, with the permission of the grieving employee involved, shall have the right to request on reasonable notice and receive a copy of previous Company complaints against the grieving employee.
- M. Any employee who feels that he/she has been dealt with in any matter relating to layoff, rehiring, slack periods, promotion, transfer or job posting contrary to the provisions of this Collective Agreement, will have recourse to the grievance procedure.
- N. E-mails will be an acceptable form of communication by the Company to the Union (once the Union office is set up) as long as the Company provides a hard copy, as a matter of convenience, to the Union).

ARTICLE 7 – ARBITRATION

- A. No matter shall be submitted to an Arbitration Board until after it has been processed under the

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grievance procedure set out in Article 6 of this Agreement.

- B. When notice of arbitration **is** given by the Union or the Employer, each shall, within the ensuing four **(4)** days, choose an Arbitrator and **notify** the other of its choice.
- C. The two Arbitrators shall in turn, within five **(5)** working days choose a Chairman for the Arbitration Board, whose fees and expenses shall **be** paid in equal parts by the Union and the Employer.
- D. The decisions of the Arbitrators shall be given within thirty (30) days (subject to being waived by **both** parties) after the appointment of the Chairman, and the unanimous or majority view shall **be** binding on both the Union and the Employer. The Arbitrators shall not be authorized to make any decision inconsistent with the provisions **of** this Agreement or to delete, alter or modify any part thereof, but have **power** to substitute for the discharge or discipline any other penalty that to the Arbitrator seems **just and reasonable** under the circumstances,
- E. As an alternative method of Arbitration, where both parties agree within four **(4)** days upon a single Arbitrator, then such single Arbitrator shall have all the powers of an Arbitration Board under this Article 7 and the provisions of Clause A shall apply and the Arbitrator's decision shall be binding and the last sentence of Clause D shall apply.
- F. The Employer and **the** Union agree to bear equally the **fees** and expenses of the single Arbitrator appointed under Clause E above.
- G. It is **agreed** that at least one **(1) out of** every three (3) arbitrations heard during the term of **this** collective agreement shall be heard by a single arbitrator.
- H. The Union and the Employer agree that, where an Arbitration Board Chairman is being chosen (per Article 7(C)) or a single Arbitrator (per Article 7(E/G)), the choices shall be made from among the following persons:

Peter Darby
Milt Veniot
Susan Ashley
John MacPherson
William Kydd

In the event the parties cannot mutually agree upon a name from the above list, then the person to act shall

be drawn from a container with the names of those persons from the above list **who** have not served as an Arbitration Chairman/Single Arbitrator during the past 12 months prior to the giving of Notice of Arbitration,

ARTICLE 8 – SENIORITY

A, Types of Seniority:

There shall be established separately for each employee **two different types** of seniority. (When "seniority" alone **is** referred **to** in **this** Agreement it shall mean **both types** of seniority.)

(1) "Department seniority": Each employee, from last date of hire, shall have Department seniority in the one department in which they currently hold a posted job to be calculated using employment in that particular department in a posted job, retroactive to a maximum of July 11, 1968. For such purposes the following shall be considered departments:

- (a) Corrugator Dept. (incl. Roll Storage Driver, Adhesive Maker and Corrugator Utility Man and Baler);
- (b) Printing Dept. (combining Press, Flexo Folder Gluer, Flexo Die Cut, Rubber & Steel Die, High Board Line);
- (c) Shipping & Receiving Dept. (combining Shipping (including Shipper Lead Hand), Receiving, Unitizer and Checker Loader);
- (d) Maintenance Dept. (combining Maintenance, Maintenance Utility, Boiler, Janitor);
- (e) Finishing & General Dept. (combining General Factory, Stitcher, Taper, Gluelap, Unipak, Slitter, Staude, Curtain Coater, Cascader, 50 Die Cut, Nesting, Bandsaw, Tier Stacker and Inspector, J & L).
- (9) Conveyor System Dept. (Conveyor System Operators)

Department seniority shall be calculated for all time worked (retroactive to July 11, 1968) in the department applicable to the Employee's present regular **posted** job.

(2) "Company seniority" shall **be** the length of continuous employment **with the** Employer and shall be calculated upon completion of an employee's probation **period** (sixty [60] days) retroactive to the last date of hire.

(3) Overtime hours shall not be used in calculating company seniority.

(4) General Factory Employee is an employee who **does** not hold a **posted** job. A General Factory Employee cannot bump anyone **who** holds a posted job **unless** such general factory employee is about to **be** laid off, in which case, such general factory employee would be subject to the terms of

Article 9A(2).

B. Loss of Seniority:

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

- (2) (a) Inability to work (subject to the provisions of the *Human Rights Act* and the *Workers' Compensation Act*) for a period not exceeding twelve (12) months because of proven illness or a period of ~~twelve~~ (12) months because of proven injury shall not result in the loss of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate ~~the~~ employee in his/her former job. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (a) shall apply to employees with less than five (5) years of Company seniority.
- (b) Inability to work (subject to the provisions of the *Human Rights Act* and the *Workers' Compensation Act*) for a period not exceeding twenty-four (24) months because of proven illness or a ~~period~~ of twenty-four (24) months because of proven injury shall not result in the ~~loss~~ of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate the employee *in his/her former job*. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (b) shall apply to ~~employees~~ with five (5) years or more of Company seniority.

- (3) Any employee who is laid off shall be ~~retained~~ on the seniority list *for a period* of sixteen months (16) months. If he/she is requested to return to work during this period, he/she shall forfeit his/her seniority unless, within three (3) days after the date of request (in writing to ~~the address on file~~ with the Employer), he/she notifies ~~the~~ Employer of his/her intention to return to work and within one (1) week after the date of the request reports for work. However, if he/she is incapacitated from proven illness or injury at the time of such request or becomes so during the ensuing one (1) week, subparagraph 2 of this Article ~~shall~~ apply.

- (4) Any employee who is promoted out of the Bargaining Unit shall ~~continue~~ to accumulate his/her company seniority rights for ~~three~~ (3) months and such company seniority rights shall be reinstated should such promoted employee during the three (3) months period be demoted, voluntarily return to the Bargaining Unit or be returned to the Bargaining Unit as a result of the abolishment of his/her

new position. An employee so returning to the Bargaining Unit will be required to return to lowest paying job in plant. This is conditional on the employee retroactively paying their dues for such three (3) months forthwith upon returning to the bargaining unit.

C. Seniority List:

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

D. Machine on one/two shifts:

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

ARTICLE 9 - LAYOFFS, HIRINGS, PROMOTIONS AND TRANSFERS

A. Layoffs and Rehiring:

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

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

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

selected for layoff or rehire.

- (c) Company to maintain medical/dental benefits for five (5) days following notice of layoff (seven (7) days following notice of **layoff** where employees have five (5) years of seniority or more).
- (2) (a) When a senior employee is about to be laid off from the plant and a junior employee would otherwise remain in one of the Designated Jobs, the Company agrees that such senior employee shall be guaranteed a training period to determine if such senior employee can do such Designated Job,
 - (b) The Designated **Jobs** shall consist of **jobs # 1-25, 30, and 31**. The guaranteed training period shall be a maximum of two weeks for jobs # 1-25. The guaranteed training period shall be a maximum of **three weeks** for jobs # 30 and 31, however, such senior employee shall only be entitled to a guaranteed training period for job #31 in the event that such senior employee has had previous experience in **job #31** totalling at least three weeks within the last three years provided there have been no major changes in equipment and processes in such **job** since such time and provided that during such maximum three-week training period such senior employee must be able to demonstrate to the Company that he/she can and **will fill** in for the double back operator.
 - (c) If the **job** occupied by the junior employee is other than one of the Designated **Jobs**, then a senior employee must be able to perform the job of the junior employee satisfactorily right away without a training period, or be laid off. If the senior employee does not pass the training period for the Designated **Jobs**, then he shall be laid off immediately.
 - (d) If the senior employee **does** pass **the training period** for a Designated Job or is able to do the **job** satisfactorily right away without a training period for other than the Designated Jobs, then the senior employee may **bump** the junior employee.
- (3) **Should** an employee who **has** been laid off and is eligible for rehiring, not **be** rehired in keeping with the above, the Union or the grieved employee may have access to the grievance procedure.
- (4) The Employer reserves the right to keep on those employees holding trade certificates and engine operating certificates, so long as they are performing the duties which their trade certificates permit.

B. Promotions - Job Posting:

- (1) Where a vacancy occurs in a foreman's **position** or in the Bargaining Unit (except in general factory **jobs**) the Employer shall post such vacancies on the plant bulletin board for a period of three (3) working days. The job posting notice shall generally describe the qualifications essential to the **job**.

- (2) Where the job vacancy is for a **job** as foreman, the Employer shall consider the following factors:
- (a) Company seniority; and
 - (b) Training and performance;
- and where the factors described in subparagraph (b) are relatively equal, the employee with the most Company seniority shall **be** awarded the **job**.
- (3) Where the job vacancy is for the lowest paid job in a department, the Employer shall consider the following factors:
- (a) Seniority (department seniority first and then company seniority); and
 - (b) Training and Performance;
- and where the applicants are relatively equal to perform the work required, seniority (as above noted) shall govern.
- (4) Where the vacancy **is** other than in a foreman's job or in the lowest paid **job** in a department, the Employer shall consider the following factors:
- (a) Department seniority; **and**
 - (b) Training and Performance;
- and where the applicants are relatively equal to perform the work required, the employee with the **most** department seniority in the department in which the **job** vacancy has arisen, shall be awarded the job. If there are no **job** applicants with department seniority, company seniority shall replace department seniority for purposes of this clause, The Employer agrees not to consider probationary employees for **job** vacancies unless there are no applicants (among regular employees) for the **job** vacancy with a satisfactory level of training and performance.
- (c) (i) If an employee who has applied for and received a **posted** job, fails to satisfy the training or trial period prescribed for such **job**, such employee may immediately **after** being advised of such failure, return to his/her former **job** without **loss** of seniority provided that in no case shall such right to return to his/her former **job** exceed a period of ninety (90) days following the award to him/her of the **job**. (Seniority retroactive after 90 days; **job left** may be temporarily filled.)
 - (ii) If during the above ninety (90) day period, the employer is training such employee on the new **posted job** and such training is interrupted by the employer to have such employee work temporarily on another **job**, such ninety (90) day period shall be extended by the length of such interruption,
- (d) If the employee is not satisfied with the new posting, he/she may, at his/her request, be returned to his/her former **job** subject to the following:
- (i) The **employee's** request shall be **made** not later than ninety (90) **days from the date of** his/her starting at the new **job**;

- (ii) He/she shall state brief reasons for his/her request to the Company, through the Union;
 - (iii) The Company shall have up to sixty (60) days to fill the new position vacated by such employee before such employee is returned to his/her former job.
- (5) Any employee receiving a posted job must stay on that job for a minimum of **six (6)** months before being considered for a new job posting, unless the new posting is at a higher rate of pay or with management consent.
- (6) Successful applicants' names and effective starting date (on the understanding that failure to meet **the effective** starting date will obligate the employer to pay the higher wage) will be posted on the plant bulletin board within two **(2)** working days after the period of job posting is expired. Unsuccessful applicants, if they were more senior than the successful applicant, shall upon request be given **the** reason why they were not selected. Successful applicants for job postings will:
- (a) take over their new job within ten (10) working days from the date the job was awarded to the applicant; or
 - (b) shall following the expiry of such ten (10) working days receive the higher rate of his/her new posted job even though he/she stays on his/her old job until his/her old job can be temporarily or permanently filled.
- (A list of all applicants for a posted job will be supplied by the Company to a member of the Union executive at approximately the same time as the selection is made and announced by the Company. In a grievance over such selection, the period of five **(5)** working days shall commence to run from when the Union executive member receives the list of applicants and notice from the Company of the employee who has been selected.)
- (7) Job posting will not apply due to a slack period not exceeding sixteen **(16)** months and employees are to return to their former position once the slack period has passed without going through the job posting procedure. Where however an employee has during such slack period successfully applied for another job posting and wishes to remain in that position, the vacancy so created will be posted.
- (8) (a) The Company agrees that a job posting will not apply due to a layoff and that employees will return to their posted job after the layoff as long as it is understood that where employees are moved into jobs that are held by employees who have been laid off, the ~~50%~~ penalty clause will not apply where there is a layoff and no job posting.
- (b) (i) The employees who are most senior on the Company's seniority list, and who have been

displaced out of their own job because of layoff or slack periods exceeding five **(5)** working days, and bump into another department, must bump the most junior employee of the **job** on which they are capable of taking over immediately without a training period.

(ii) The employee who **is** bumped shall be entitled to bump to wherever their seniority allows, providing they are capable of taking over immediately without a training period.

(iii) Employees **will** have the right to one bump per layoff or slack period, within a five (5) day period. If employees are laid off again, or bumped, then the above **will** apply again.

(c) If the displaced employee referred to in the foregoing sub-paragraph (iii) wishes to bump to a position on a different shift than the one he/she is presently working, then he/she must notify the employer by no later than noon Friday so that he/she can be properly scheduled for the upcoming week.

(9) Temporary vacancies expected to last for five **(5)** days or longer shall be offered to the employee with the greatest Department seniority in the next lower job classification and such temporary vacancies must **be** filled. Temporary vacancies expected to last for less than **five (5)** days, if they are being filled, shall first be offered to the employee with the greatest Department seniority on the same shift **with** the next lower job classification.

(10) An employee receiving a posted job in a new department accumulates department seniority from the date he commences his/her **posted** job in the new department **retroactive** to the **date** he/she was awarded the new **job** and on the same date he/she shall forfeit his/her department seniority in his/her old department.

(11) The employer agrees that an employee:

(a) going on vacation; or

(b) going on layoff; or

(c) going off work for injury or illness

may authorize their **foreman** (in writing by using a **form** in the foreman's office) to submit such employee's name for particular expected job vacancies. The permanent filling of such job vacancies by the Company shall not **be** delayed because of the unavailability of such employee for immediate work in the posted job.

C. Transfers:

(1) An employee with department seniority in a posted job will not be transferred to another job at the request of management if there is available someone in that department with less department

seniority (not working on a posted job) capable of doing the work in the job to which the temporary transfer is to be made. The same shall apply if there **is** available in the department an employee with less department seniority working on a posted job if such employee **is** capable of doing and **is** reasonably available for the job to **be** filled by the transfer.

- (2) An employee who **is** temporarily transferred from his/her regular job to another **job** with a higher rate shall be paid the higher rate for all the time worked provided the time **worked** is one (1) hour or more on such other job, but an employee who **is** temporarily transferred from his/her regular **job** to another job with a lower rate shall continue to receive his/her regular rate for all the time worked on such other **job** if this is done for management convenience.
- (3) (a) Where the Employer temporarily transfers an employee from a **posted job** in one department to a **posted job** in another department, such employee shall be entitled to the higher of his/her regular rate or the regular rate for the **job** and if such transfer shall involve work in excess of one week the employer shall pay to such employee in addition to the foregoing, a 50¢ penalty for every hour worked. **Payment of this 50¢** penalty shall be retroactive to the first hour worked pursuant to **such transfer**.
- (b) Employees temporarily transferred to another department for management's convenience shall accumulate seniority in their regular department.
- (c) Where paragraph **B(6)(b)** above **is** applicable, after such ten (10) working days, an employee shall **be** considered as temporarily transferred effective on the tenth (10th) working day and thereafter reference may be made to Article C(3)(a) above to determine whether and when the penalty applies.
- (d) Where an **employee** who has a posted job **is** temporarily transferred for management's convenience to another job (within or outside his/her department), such employee **will** have preference for overtime on such posted **job** (provided such employee is in the plant when overtime is called and indicates his/her preference) over the employee who has **been doing the job** immediately prior to the overtime.
- (4) Where an **employee is** temporarily transferred with the consent of the Employer but at **the** request of the employee, the employee shall **be** paid at the rate of pay applicable to the **job** to which he/she has **been temporarily transferred**.

D. Slack Periods:

- (1) The phrase "**slack period**" shall apply to **type of** temporary situation where the Employer **does not**

require work to be done by an employee (in his particular job) with department seniority but which situation does not involve a layoff.

- (2) Where as a result of a slack period or automation, the work force in a department has to **be** reduced, the employees having the least department seniority in that department shall be the first to be moved out of the department.

ARTICLE 10 - PAID HOLIDAYS

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

New Year's Eve Day
 New Year's Day
 Good Friday
 Queen's Birthday
 Dominion Day
 Dartmouth Natal Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Eve Day
 Christmas Day
 Boxing Day

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

- (a) subject to operational requirements, to take **the** pervious Friday or following Monday off with their vacation period (except holidays **between** December 23rd – January 2nd);
- (b) to bank the holiday to take off at a later date (within that calendar year), to be mutually agreed with the Company subject to operational requirements; or
- (c) to receive the pay for the holiday.

- B. (1) (a) All employees who are not required to work a paid holiday and are not absent from work on such employee's work day immediately prior to or such **employee's** work day immediately following the holiday **unless** with permission of the employer or because of temporary illness or accident (period not exceeding two weeks and **confirmed** by a medical **doctor's** certificate) shall be paid, if hourly-paid employees, an amount calculated **by** multiplying **their** hourly rate by

eight (8).

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

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

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

ARTICLE III- PAID VACATIONS

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

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

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

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

- B. Should any employee's service terminate he/she shall receive at the termination of his/her service with the Employer, vacation pay for total earnings in respect of which vacation pay has not previously been paid and such vacation pay on termination shall be calculated at the rate of 4%, 6%, 8%, 10% or 12% depending on the employee's entitlement under Article IIA above.
- C. (1) If any employee's vacation period has been set and he/she becomes ill or has an accident preventing him/her from taking his vacation in such period, then the vacation period shall be delayed until after the said employee returns to work. Such vacation time shall then be taken at the Employer's discretion, but cannot be accumulated to another year. Sickness or accident contracted while on vacation will accrue no further benefits to employees, (Subject to sub-paragraph (2) which follows.)
- (2) If an employee becomes ill or injured during a vacation period and has a full week (Monday to Sunday) of vacation remaining in that same period, he may:
- (a) prior to 8 a.m. Monday telephone Management and so notify them: and
 - (b) the dates rescheduled for his/her remaining vacation shall be mutually agreed to by the employee and the Company; and
 - (c) if required by the Company, he/she shall provide a satisfactory medical certificate to the Company; and
 - (d) should such employee, prior to taking such rescheduled vacation time, be denied insurance coverage for such illness or accident, he/she may choose not to take such rescheduled vacation time as long as he notifies the Company reasonably in advance.
- D. The choice of vacation periods shall be according to seniority ratings, where practicable, providing it does not interfere with the operation of the business.
- E. Employees shall in special cases in certain limited circumstances and subject to the prior approval of the employer, be permitted to accumulate vacation period from year to year,
- F. Employees qualifying for a three, four or five week vacation period shall not be permitted to take more than two weeks consecutively unless with the permission of the Employer, in extenuating circumstances, permission will be granted, except that employees entitled to three (3) weeks or more vacation may take three (3) such weeks consecutively between October 15 and April 15 in any one year.
- G. (1) Following an employee's first twelve (12) months of work, such an employee shall be entitled to a

vacation of two (2) weeks. (A week shall run from Monday to Sunday.) (Such vacation must be taken between the one (1) year anniversary date of their most recent hiring and December 31 of that year.) The vacation pay for such vacation shall be four (4) percent of that employee's earnings in the previous calendar year.

(2) After such employee has worked for one (1) full calendar year (January 1 - December 31), he shall be entitled to his second vacation. His vacation pay for such vacation shall be based on the greater of four (4) percent of that employee's earnings in the previous calendar year or forty (40) times his regular hourly rate at the time he takes the vacation.

(3) An employee shall become eligible for his/her additional weeks vacation (three weeks, four weeks, five weeks, six weeks) in keeping with Article 11A on the appropriate anniversary date of his/her most recent hiring by the Company.

Example: An employee hired on April 15, 2001, shall

(1) first become entitled to vacation after he has worked to April 14, 2002. (He must take such two (2) weeks vacation prior to December 31, 2002.)

(2) His next vacation shall be in the calendar year 2003, based on the greater of
 (a) four (4) percent of his earnings in the calendar year 2002; or
 (b) forty (40) times his regular hourly rate at the time he takes his vacation in 2003.

(4) In determining seniority for paid vacation of three weeks or longer, seniority shall be measured from the employee's last date of hire,

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

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

(1) For employees with one (1) or more years of seniority:

1 day of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on four percent (4%) of the previous year's earnings, whichever is greater;

- (2) For employees with five (5) or more years of seniority:
1 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on six percent (6%) of the previous year's earnings, whichever is greater;
- (3) For employee, with ten (10) or more years of seniority:
2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on eight percent (8%) of the previous year's earnings, whichever is greater;
- (4) For employees with nineteen (19) or more years of seniority:
2 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on ten percent (10%) of the previous year's earnings, whichever is greater;
- (5) For employees with thirty-five (35) or more years of seniority:
3 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on twelve percent (12%) of the previous year's earnings, whichever is greater.

ARTICLE 12 - ABSENCES

- A. Union delegates and officers may be absent without pay to attend Union business so long as the Employer is given ~~two~~ (2) week's notice of such absence so that any necessary arrangements can be made. Should unforeseen Union business arise, the employer will not unreasonably withhold permission for a requested leave of absence.
- B. Bereavement Leave
- (1)** When an employee has thirty (30) working day's service with the Employer and one of the following relatives dies, such employee shall receive the following working days off with pay:
- (a) Five (5) consecutive working day's bereavement leave:
death of child, wife, husband, common-law spouse, mother or father; or
- (b) Three (3) consecutive working day's bereavement leave:
death of brother, sister, stepfather, step-mother, father-in-law, mother-in-law, common-law father-in-law, common-law mother-in-law, grandfather, grandmother, or grandchild; or
- (c) One (1) working day bereavement leave:

[to be taken on any working day between the date of death and the date of the funeral, inclusive); death of brother-in-law or sister-in-law.

- (2) The bereavement leaves provided in subparagraph (1) above shall commence with the working day that is closest to the date of death. In all cases, the employee shall forthwith notify the employer of such death. When the time of death is on an employee's working day and an employee is entitled to a five (5) working day or three (3) working day bereavement leave, such employee shall have an option. As long as he/she gives prior notice to his/her supervisor, he/she may commence his/her bereavement leave on his/her first normal working day following the date of death or he/she may start his/her bereavement leave on the date of death.
 - (3) In special cases of bereavement, such as required extended travel time, the employee may request unpaid leave of absence in addition to bereavement leave. Such a request shall not be unreasonably denied by the Company.
 - (4) The Company shall permit one (1) representative of the Union consisting of either an Executive Member of the Local or a Shop Steward, to attend the funeral of an employee or a former employee who retired as a Union member, without loss of pay, as long as such Union representative is away from work for a maximum of four (4) hours.
 - (5) If an employee is on vacation when the death of his/her relative provided for in paragraph B(1) above occurs, such employee may request the granting of bereavement leave benefits and shall have his/her vacation rescheduled, at a time mutually agreeable to such employee and the Company. The bereavement leave of such employee shall be the amount of time he/she would have received for bereavement leave had he/she been working his/her normal, regular work schedule rather than being on vacation.
- C. An Employee who loses time from his/her regular scheduled work as a result of jury service or as a Crown witness shall have the difference between the pay received for such jury service and his/her straight time earnings he/she would have received if it were not for the jury duty, made up by the Employer, subject to the following conditions:
- (1) Advance notice to his foreman of forty-eight (48) hours;
 - (2) Proof of jury service satisfactory to the Employer;
 - (3) Attendance at his work immediately after release, daily or otherwise, from jury service. Provided that an employee who serves 5 hours or more of jury duty on a given day shall not be required to report for work until his/her next scheduled shift on the following day.

ARTICLE 13 - MATERNITY LEAVE AND PARENTAL LEAVE

A. ~~(1)~~ Pregnancy Leave

- (a) Leave of absence for pregnancy ~~will~~ be granted up to a maximum of seventeen (17) weeks to employees with a minimum of six (6) month's service with the Company
- (b) Pregnancy Leave must commence:
 - (i) not sooner than sixteen (16) weeks preceding the expected date of delivery; and
 - (ii) not later than the date of delivery
- (c) Pregnancy Leave must end:
 - (i) not sooner than one (1) week after the date of delivery; and
 - (ii) not later than seventeen (17) weeks after the pregnancy leave began under **this** Article.
- (d) The employee, subject to these provisions and to the Labour Standard Code provisions, shall determine the dates of her pregnancy leave and shall ~~so~~ notify the Company. A doctor's certificate will be required before such leave is granted,

(2) Parental Leave

- (a) An employee who has **been** employed by the Company for a minimum of **six** (6) months and who becomes a parent of one or more children through:
 - (i) the birth of the child or children; or
 - (ii) the placement of the child or children in the care of the employee for the purposes of adoption ~~of~~ the child or children pursuant to the laws of **Nova Scotia** is entitled to an unpaid leave of absence upon giving the Company notice of the date that the employee will begin the leave and the date that the employee will return to work as required by the Nova Scotia Labour Standards Code.
- (b) (i) Parental Leave begins immediately upon completion of the pregnancy leave (or when adopted children first arrive in the employee's home) and ends no later than fifty-two (**52**) weeks after the parental leave begins, subject to other provisions of the Labour Standards Code. Maximum combined pregnancy leave and parental leave ~~shall total~~ fifty-two (**52**) weeks.
- (ii) If the employee **is** taking both pregnancy and parental leaves, she must take them one right after the other and not to go back to work between two leaves. In this case, she can take up to fifty-two (**52**) **week's** leave.
- (iii) **If** an employee **is** taking parental leave **but** not pregnancy leave, he can take up **to** fifty-two (**52**) week's leave in the time after the child is born or arrives in the home. The employee loses his right *if* he does not take the leave within twelve (**12**) months after the child

arrives,

- (c) The employee parent shall notify the Company **by four (4) weeks** written notice, prior to the commencement of Pregnancy Leave and Parental Leave and the date the employee will return to work upon completion of either of such leaves.
- (3) (a) Authorized Leave of **Absence** for Pregnancy or Parental Leave in excess of a total of thirty-four (34) weeks combined, will not be considered as time employed when computing vacation entitlement.
- (b) Employees absent from **work** for longer than **fifty-two (52) weeks** will lose seniority rights and will be considered as new applicants for employment unless there are special circumstances so certified by the doctor but in no case to exceed twelve (12) months.

B. Compassionate Care Leave

- (1) In this Article:
- (a) "common law partner" of an individual means another individual who has cohabited with the **individual** in a conjugal relationship for a period of at least one year;
 - (b) "family member", in relation to an employee, means
 - (i) a spouse or common law partner of the employee,
 - (ii) a child of the employee or a child of the employee's spouse or common law partner, and
 - (iii) a parent of the employee or a spouse or common law partner of the parent;
 - (c) "**week**" means the period between 7 a.m. on Sunday and 7 a.m. on the following Sunday.
- (2) An employee **who** has seniority of at least three (3) months **is** entitled to an unpaid leave of absence of **up to eight (8) weeks** to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within **twenty-six (26) weeks** from
- (a) the day the certificate was issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The **leave of absence** referred to in 13B(2) may only be taken during **the** period
- (a) that begins with:
 - (i) **the** first day of the week in which the certificate is issued, or

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

ARTICLE 14 - WAGES

- A. It is agreed by both parties hereto, that the hourly rates and other conditions outlined in Appendix "A" shall be recognized and paid during the term of this Agreement.
- B. Employees working a 4-12 shift shall be paid during the 4-12 shift on Wednesday. The 12-8 shift shall be paid during their shift on Thursday, and the 8-4 shift shall be paid by 12:00 noon on Thursday. If the Company has preparation problems that would delay payment during the time stated above, then the Union will be notified and alternate pay arrangements will be made.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

I. REGULAR DAY WORK:

A. Regular Hours:

8 hours between 8:00 a.m. and 4:30 p.m.

The lunch break will be granted to start no earlier than 11:00 a.m. and to start no later than 1:00 p.m. for day shift workers. Same principle applies to 4-12 and 12-8 shifts.

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

(1) Monday to Friday (both inclusive):

- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of-twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):

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

(2) Saturday:

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

(3) Sunday:

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

(4) Paid Holidays:

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

C. Special Provisions for Regular Day Work:

(1) Press, finishing and general factory department;

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

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

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

II. REGULAR EVENING SHIFT:

A. Regular Hours:

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

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

(1) Monday to Friday (both inclusive):

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

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

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

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

(2) Saturday:

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

(3) Sunday:

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

III. DAY SHIFT:

A. Regular Hours:

8 hours between 8:00 a.m. to 4:00 p.m. (no shift differential)

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

- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get **the better of** (without compounding):
 - (i) double time for all hours in excess of twelve (12) in any 24 hour period; or
 - (ii) double time for hours worked between 8:00 p.m. - 4:00 a.m.

C. Special Provisions for Day Shift:

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

IV. NIGHT SHIFT:

A. Regular Hours:

8 hours between 12:00 p.m. and 8:00 a.m. [Contract rate plus shift differential per hour.] The Employer shall **add** shift differential to overtime (without compounding) where an employee works a double shift and the second shift is the evening or night shift.

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

- (a) Time and one-half the contract rate per hour for **all** hours worked in **excess** of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any twenty-four (24) hour period, then such employee will get the **better of** (**without** compounding):
 - (i) double time for all hours **in** excess of twelve (12) in any twenty-four (24) hour **period**; or
 - (ii) double time for hours worked between 12:00 noon - 8:00 p.m.

ARTICLE 16 - GENERAL RULES FOR OVERTIME

A. Notice:

Unless at least four (4) working hour's notice is given, such overtime shall become voluntary and not-compulsory.

B. Mandatory overtime:

Overtime after an employee has worked one night of at least four (4) hours overtime in one (1) week on his/her own posted job shall be voluntary thereafter for that week; (ordinarily the compulsory overtime referred to is four (4) hours). An employee can be forced to work mandatory overtime only **once** per week. If an employee has not worked at least four (4) hours overtime during a week on his/her own posted job, he/she may be liable to compulsory overtime on Saturday provided he/she is given the required four (4) working hour's notice. There will be no mandatory overtime between **12:00** noon on **Saturday** and **12:01 a.m. Monday**,

C. Overtime Opportunities and Requirements:

(1) When a machine is being worked more than one shift and where the employee scheduled to replace his fellow employee has not reported to the machine for work on time, such fellow employee agrees to continue to work on the machine up to a maximum of **fifteen** (15) minutes after the end of his/her shift to enable the Employer to deal with the situation.

(2) (a) Where overtime is available on a posted job in a department, the overtime will be allotted to the employee performing the work on such posted job during the shift immediately preceding the overtime, as long as such employee is present when such overtime is scheduled or has notified the Employer that he/she is available for such overtime. This provision shall also include employees who have been temporarily transferred for management convenience pursuant to Article 9C(3)(d). This means that such employees may exercise such rights to such overtime under **both** Article **16C(2)(a)** and Article **9C(3)(d)**.

(b) **If** the employee referred to in (a) above does not wish to exercise his/her prior claim to the overtime, the opportunity for such overtime will be made available to the other employees in the department based on their department seniority and shall be allotted to the employee with the most department seniority provided he/she is capable of doing the work required. If no such employees within the department claim the overtime, such overtime shall be awarded on the basis of Company seniority provided the most senior employee is capable of doing the work required.

(c) If no employee has claimed the overtime pursuant to the provisions of Paragraph (2)(a) or (b) above, the Employer shall be entitled to require the employee referred to in Paragraph (a) above to carry out such overtime unless such employee has already completed his mandatory four (4) hours of overtime during such week. In the latter case the Employer shall be entitled to require the junior person in the department who is capable of doing the work, to carry out such overtime and if all such employees have completed their mandatory overtime for the week, the Employer shall be entitled to require such overtime of employees who have not completed such mandatory overtime, based on a reverse order of company seniority.

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

D. (1) Employees shall have the option of banking overtime upon the following conditions:

(a) The amount of banked time may include up to the full overtime (i.e. 1 1/2 hours pay or 1 1/2 hours banked);

(b) Such banked time shall be limited to a maximum of eighty (80) hours to be banked at any time;

(c) Banked time shall be taken off at a time mutually convenient to the employee and the Company;

(d) Such use of banked time (or receipt of banked pay) shall not extend beyond the Collective Agreement year in which the overtime was performed;

(e) Such banked time (or banked pay) shall not be taken at a rate higher than the rate of pay of such employee when he performed such overtime work; and

(9) Banked overtime shall be taken in a minimum of eight (8) hour increments.

(2) Employees volunteering or accepting an offer for overtime shall be paid at overtime rates on the basis of the job rate. Employees required by the Employer to work overtime shall be paid overtime rates based on the higher of their own regular rate or the job rate.

(3) There shall be no compounding of overtime rates.

(4) Stationary Engineers will be paid double time for Christmas Eve Day, Christmas Day, Boxing Day, New Year's Eve Day, Remembrance Day, and New Year's Day.

When the Stationary Engineer:

(a) has worked the shift previous to the overtime; and

(b) is required to work overtime only in order to produce steam for the operation or cleaning of the corrugator or cascader; and

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

sheet, using:

- 1) department seniority first, then
- 2) plant seniority.

(f) General Factory employees shall not carry department seniority (Saturday, Sunday and holiday overtime).

ARTICLE 17 - BULLETIN BOARDS

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

ARTICLE 18 - MEDICAL EXAMINATION

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

ARTICLE 19 – GENERAL

- A. (1) The Employer shall classify all employees and furnish a copy of the classification to the Union. Before making any amendments to the classification, the Employer shall discuss such amendments with the Union,
- (2) The classification used in Appendix "A" has been drafted to comply with amendment to the Human Rights Act of 1969, Chapter 65, 1972 so as not to deny to or discriminate against, an individual or class of individuals because of the sex of the individual or class of individuals, in providing employment, conditions of employment or continuing employment.
- (3) At the same time as giving consideration to the foregoing it is considered desirous on the part of the Employer and the Union to not require individuals to perform according to standard on a

continuous eight (8) hour basis tasks which because of weight or size of product is beyond the **capability** of the individual or individuals to perform. In such cases selection of qualified employees will be the responsibility of the Employer, who in the event of not continuing to employ for such tasks will be required to state the reasons in writing to the individual or individuals and to the Union.

- (4) It is recognized that there must be kept at the Plant a group of people in general labour who can be called upon to perform various jobs for certain periods of time, In order to provide flexibility along with economy of operation, preference will be given to individuals able to perform all assignable tasks, lift both light and heavy loads and handle large and small cartons. To meet emergency situations where an individual can perform at a fraction (say 1/2) speed by handling portions of bundles, the Employer may ask such individuals to perform at the reduced rates of **speed**. For **example**:
- fa) Where an order is urgently required and a person qualified and able to perform the task is unavailable.
 - (b) Where an individual is reassigned for a short period of time in order to complete his or her eight (8) hour day.

- B. An employee called out for emergency work and not so notified during his previous working period shall be paid a minimum of four (4) hours at his regular straight time rate, or pay for the actual hours worked at the applicable overtime rate, whichever is greater. Under no circumstances is travelling time paid. Emergency work is unscheduled work performed by an employee during times other than his regular work periods and not continuous with such periods. Any such call-ins shall be made available to the employee on the basis of Department Seniority, provided such employee is capable of performing the work.
- C. The following rules are applicable to late punching in or early punching out of the time clock:
- (1) Any employee who punches in late or out too early shall on each occasion be penalized fifteen minutes, save that an employee may punch in once a week up to five minutes late without incurring any penalty;
 - (2) Where an employee is late, he/she shall proceed immediately to report to work and shall not be entitled to wait until the fifteen minute penalty has expired before reporting to work;
 - (3) Repeated early or late punching shall cause an employee to be subject to discipline, however late punching in or early punching out of times up to two minutes will not be used for disciplinary purposes.
 - (4) The purpose of the one time per week late allowance is to take care of the unfortunate case of an accidental lateness and is not to mean that an employee will deliberately be late once a week for five minutes.

- D. In case of breakdown or other unforeseen cause resulting in shutdown or cessation of operations for a full shift or longer, Management shall make an honest effort to notify the workers concerned at **least** two **(2)** hours previous to reporting time. If time does not permit this, employees reporting for work shall receive four **(4)** hours at regular time and may be employed for this period. Hours paid shall ~~be~~ at the rate of the job the employee would be working that day or shift.
- E. Except for shift changes taking place between the end of one week and the beginning of the next week for an employee (when at least 24 hour's notice shall apply), employees shall be given at least sixteen (16) working hour's notice of any shift change. Failing the above notice, time and one-half will apply for the first day of the shift change.
- F. Where an employee is assigned to a job for the purpose of receiving formal training for a consecutive period in excess of one (1) hour, that employee shall be paid at the rate for the **job** being trained for.
- G. Any employee asked by the Company **to** be a lead hand (apart from present classified lead hand positions) **will** receive SO\$ per hour over regular rates while performing as an acting lead hand and while continuing to **carry out**, in addition, his regular **job** duties.
- H. In addition to the weekly indemnity plan, the Company shall provide a paid one **(1)** day personal leave for each **employee** during each *Collective Agreement* year, for verified personal or family illness. Starting in 1985, where such one-day personal leave **is** not used, it **may** be accumulated and carried forward for use in a subsequent collective agreement year.
- I. Where Nova Scotia legislation provides a member **of** the bargaining unit with a specified term or condition governing employment which is greater than that provided for in the *Collective Agreement*, then such specific legislated term or condition **shall** apply.
- J. Copies of Company policies applicable to employees shall be, as a matter of convenience, forwarded by the Company to the Union,

ARTICLE 20 - MECHANIZATION

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

establishing the new rate.

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

ARTICLE 21 - BREAK PERIODS

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

ARTICLE 22 - PENSION AND GROUP INSURANCE

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

ARTICLE 23 - DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from the 1st day of May, 2007 until the 30th day of April, 2011 both inclusive and shall remain in full force and effect from year to year thereafter unless one of the parties hereto notifies the other in writing within a period of not more than sixty (60) days prior to the automatic renewal date of its intention to revise or amend this Agreement or conclude a new Collective Agreement.

ARTICLE 24 - MEAL ALLOWANCE

- A. When an employee works overtime other than a Saturday, Sunday, or paid holiday, he or she shall receive a meal allowance of
- \$9.75 (from May 1, 2007 – April 30, 2010)
\$10.00 (from May 1, 2010 - April 30, 2011)
- provided he or she works two hours or more of such overtime. (The meal allowance shall be paid before the overtime commences.)
- B. When an employee works two hours or more beyond the overtime for which an employee has been scheduled on a Saturday, Sunday or paid holiday, he or she shall receive a meal allowance of
- \$9.75 (from May 1, 2007 – April 30, 2010)
\$10.00 (from May 1, 2010 - April 30, 2011)
- The meal allowance shall be paid on the first regular working day for such employee after such overtime,

ARTICLE 25 - REHABILITATION PROGRAM

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

ARTICLE 26 - SAFETY COMMITTEE

- A. The Union shall elect or appoint three (3) members to **act** as the Union nominees to a Safety Committee. The Employer shall appoint three (3) nominees to serve on the Safety Committee. The Safety Committee shall meet once per month to review and bring to the attention of the Employer any

unsafe conditions or work practices, (such meetings shall be held unless the Union and/or employer nominees give notice in writing that such monthly meeting is not essential). The Employer shall give full consideration to recommendations of the Safety Committee and shall advise the Safety Committee of its position in relation to recommendations of the Safety Committee.

- B. The Safety Committee will present its recommendations from each meeting in writing to the Plant Manager within forty eight (48) hours of such Safety Committee meeting. The Plant Manager shall arrange for a written reply responding to the Safety Committee recommendations for the next regular meeting of the Committee.

ARTICLE 27 - COST OF LIVING ADJUSTMENT

- A. There shall be a Cost of Living formula applied for the term of the Collective Agreement as follows:

(1) Effective until April 30, 2008:

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2007.
- (c) There shall be a corridor of two percent (2%) before the formula becomes activated.
- (d) The formula shall be applied as follows:

If during that part of the term of this Collective Agreement to April 30, 2008, the C.P.I. shall increase more than two percent (2%) over the C.P.I. for April, 2007, then for each full one percent (1%) which the C.P.I. increases during such part of the term of this Collective Agreement over the two percent (2%), the rates of pay shall increase one percent (1%) effective on the first day of the month of publication of the C.P.I. which results in such full one percent (1%) over the two percent (2%) except that any increase in the C.P.I. for the month of April, 2008, over the two percent (2%) including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases (i.e., every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect as at May 1, 2007). Increases through the COLA clauses are to be folded into rates of pay.

(2) Effective May 1, 2008 - April 30, 2009:

- (a) The formula shall be based on the AH Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2008.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated.
- (d) The formula shall be applied as follows:

If during that part of the term of this Collective Agreement between May 1, 2008 - April 30,

2009, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2008, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2009 over the three percent (3%), including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e., every full one percent (1%) increase pursuant to this COLA clause **is to be** calculated on the rates of pay in effect at May 1, 2008). Increases through the COLA clause are to **be** folded into rates of pay.

(3) Effective May 1, 2009 - April 30, 2010:

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2009.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall be applied as follows:

If during that part of the term of this Collective Agreement between May 1, 2009 - April 30, 2010, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2009, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which **results in** such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2010 over the three percent (3%), including fractions of **one** percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to **this** COLA clause **is to be** calculated on the rates of pay in effect at May 1, 2009). Increases through the COLA clause are to be folded into rates of pay.

(4) Effective May 1, 2010 - April 30, 2011

- (a) The formula shall **be based** on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2010.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall **be** applied as follows:

If during that part of **the** term of this Collective Agreement **between** May 1, 2010 - April 30, 2011, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2010, then for each full one percent (1%) which the C.P.I. increases during such term of the

Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2011 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2010). Increases through the COLA clause are to be folded into rates of pay.

ARTICLE 28 - SAFETY SHOE ALLOWANCE

- A. The Company agrees to pay up to \$115 per year (\$120 effective May 1, 2009) (\$125 effective May 1, 2010) per employee for a new pair of safety shoes to be worn by the employee at work. Company payment to be made against presentation of a satisfactory receipt of a new purchase of safety shoes.
- B. An employee may carry forward (from one twelve (12) month period) any unused portion of his current safety shoe allowance for a further twelve (12) months, but if any such portion carried over is not used in that twelve (12) month carry over period, it shall be forfeited [example, an employee in the twelve (12) month period from May 1, 2008 to April 30, 2009 does not use his \$115 safety shoe allowance. He may then use that \$115 unused safety shoe allowance, together with his current safety shoe allowance, any time from May 1, 2009 to April 30, 2010. If not used by that employee, the \$115 carried over shall be forfeited on April 30, 2010.]

ARTICLE 29 – AUDIOMETRIC TESTING

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

IN WITNESS WHEREOF the parties have hereto signed this 14th day of January, 2008.

FOR THE UNION:

Stephen Lomb
Donald Sempts
Jim Pauer
Tony Ben
Fred Walker
[Signature]

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
Mae Quarrre

SCHEDULE "A"

WAGES

New Wage Schedule (Applicable to New Employees Hired After the Date of Ratification)

Each new employee (hired after the date of ratification) will be paid the rate of \$17.00 per hour for the first twelve (12) months of employment, no matter what job they are assigned (excluding skilled trades).

NEW WAGE SCHEDULE

Lump Sum Payments

Payable upon **Ratification**(re May 1,2007) – lump sum cash payment (equal to 1% of each employee's wages (2080) hours at their **posted** rate) (credited as pensionable earnings)

Payable **May 1, 2008** - lump sum cash payment (equal to 1% of each employee's wages (2080) hours at their **posted** rate)(credited as pensionable earnings)

Payable **May 1, 2009** - lump sum cash payment (equal to 1% of each employee's wages (2080) hours at their **posted** rate)(credited as pensionable earnings)

	May 1/07	May 1/08 (1%)	May 1/09 (1%)	May 1/10 (2%)
CLASS 1				
1. Partition Assembler	\$18.98	\$19.17	\$19.36	\$19.75
2. Stacker Slitter	\$18.98	\$19.17	\$19.36	\$19.75
3. Stacker Staude	\$18.98	\$19.17	\$19.36	\$19.75
4. General Labour	\$18.98	\$19.17	\$19.36	\$19.75
5. Inspector	\$18.98	\$19.17	\$19.36	\$19.75
6. Janitor	\$18.98	\$19.17	\$19.36	\$19.75
7. Stacker/Loader	\$18.98	\$19.17	\$19.36	\$19.75
8. Tier Stacker/Loader	\$18.98	\$19.17	\$19.36	\$19.75
CLASS 2				
9. Hand Stitcher Operator	\$19.35	\$19.54	\$19.74	\$20.13
10. Hand Taper/Gluer Operator	\$19.35	\$19.54	\$19.74	\$20.13
11. Die Press Operator No. 2	\$19.35	\$19.54	\$19.74	\$20.13
CLASS 3				
12. Assistant Die Mounter	\$20.02	\$20.22	\$20.42	\$20.83
13. Flexo Tier Stacker	\$20.02	\$20.22	\$20.42	\$20.83
14. Slitter Slotter Staude Operator	\$20.02	\$20.22	\$20.42	\$20.83
15. J&L Stacker	\$20.02	\$20.22	\$20.42	\$20.83
16. J&L Inspector	\$20.02	\$20.22	\$20.42	\$20.83
CLASS 4				
17. Conveyor System Operator	\$20.47	\$20.67	\$20.88	\$21.30

18. Baler Person	\$20.47	\$20.67	\$20.88	\$21.30
19. Unitizer Operator	\$20.47	\$20.67	\$20.88	\$21.30
20. Lift Truck Operator	\$20.47	\$20.67	\$20.88	\$21.30
21. Clamp Operator (Roll Storage)	\$20.47	\$20.67	\$20.88	\$21.30
22. Curtain Coater Operator	\$20.47	\$20.67	\$20.88	\$21.30
22. Printer Slotter Operator No. 2	\$20.47	\$20.67	\$20.88	\$21.30
24. Flexo Operator No. 2	\$20.47	\$20.67	\$20.88	\$21.30
25. Die Press Operator 50 inch	\$20.47	\$20.67	\$20.88	\$21.30
26. Cascade Waxer Operator	\$20.47	\$20.67	\$20.88	\$21.30
27. HBL Assistant Operator	\$20.47	\$20.67	\$20.88	\$21.30

CLASS 5

28. Steel Rule Die Repair	\$21.09	\$21.30	\$21.51	\$21.94
29. J&L Operator	\$21.09	\$21.30	\$21.51	\$21.94
30. Checker Loader Shipping	\$21.09	\$21.30	\$21.51	\$21.94
31. Roll Handler	\$21.09	\$21.30	\$21.51	\$21.94

CLASS 6

32. Die Mounter	\$21.82	\$22.04	\$22.26	\$22.71
33. Adhesive Maker	\$21.82	\$22.04	\$22.26	\$22.71
34. Double Back Operator	\$21.82	\$22.04	\$22.26	\$22.71
35. Stationary Engineer No. 3	\$21.82	\$22.04	\$22.26	\$22.71
36. Utility Person (Corrugator)	\$21.82	\$22.04	\$22.26	\$22.71
37. Stacker Operator No. 2	\$21.82	\$22.04	\$22.26	\$22.71

CLASS 7

38. Shipper Lead Hand	\$21.83	\$22.05	\$22.27	\$22.72
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CLASS 8

39. Printer Slotter Operator No. 1	\$22.31	\$22.53	\$22.76	\$23.22
40. Flexo Operator No. 1	\$22.31	\$22.53	\$22.76	\$23.22
41. Stationary Engineer No. 2	\$22.31	\$22.53	\$22.76	\$23.22
42. HBL Utility	\$22.31	\$22.53	\$22.76	\$23.22
43. HBL Operator	\$22.31	\$22.53	\$22.76	\$23.22

CLASS 9

44. Single Face Operator	\$22.91	\$23.14	\$23.37	\$23.84
45. Stacker Operator No. 1	\$22.91	\$23.14	\$23.37	\$23.84

CLASS 10

46. Millwright	\$25.64	\$25.90	\$26.16	\$26.68
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CLASS 11

47. Electrician	\$26.00	\$26.26	\$26.52	\$27.05
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STUDENTS*

	\$13.66	\$13.80	\$13.94	\$14.22
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*Students are not eligible to receive the lump sum payments.

SPECIAL NOTE: Re **Press Operator** (when running beer cartons) - Add 25¢ per hour.

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

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

SHIFT DIFFERENTIAL:

May 1, 2007 - 53¢ (evening) and 63¢ (night)

May 1, 2008 - 54¢ (evening) and 64¢ (night)

May 1, 2009 - 55¢ (evening) and 65¢ (night)

May 1, 2010 - 56¢ (evening) and 66¢ (night)

(The above-noted shift differentials, as listed effective for each year, have been increased to and reflect the same percentage increase as the percentage general wage increase for each year.)

SCHEDULE "B"
 Continuous Operations
 12 Hour Shifts, 7 days per week, 24 hours per day

This schedule identifies and establishes the special collective agreement provisions applicable to employees on "Continuous Operations" (i.e. those employees working on a seven **(7)** day per week, twenty-four **(24)** hours per day, twelve (12) hour shift schedule).

General

1. (a) Continuous Operations ("C.O.") shall be available for the whole term of the Collective Agreement and shall ~~be~~ activated, deactivated, activated, etc. by the Company during periods of high or low production demands as determined by the Company.
 - (b) Such activation or deactivation ~~will~~ require *at least one week* written notice to the Union, The Company will also post such notice on the Union bulletin board.
2. (a) C.O. will be based on the schedule agreed to by the Union and the Company at the time of ratification of the Collective Agreement; however ~~the employees (who~~ are working on C.O.) shall have the option of trying a maximum of 2 other shifts during the term of the Collective Agreement.
 - (b) The length of each trial will last at least the length of a **full** schedule cycle (the Union may request an extension of the schedule trial, and ~~such~~ request shall not be unreasonably denied by the Company).
 - (c) Upon completion of ~~trials~~, or at the Union's written request, a final C.O. schedule from ~~the~~ above maximum of 3 shift trials will ~~be~~ implemented by the Company, **based on a request of the** majority of employees working on C.O. (and **approved by** the Union), which **request** shall not ~~be~~ unreasonably withheld by the Company,
 - (d) Such final schedule shall be added to the Collective Agreement as a Schedule "Y" (without opening the Collective Agreement).
3. (a) The Union shall give the Company reasonable notice of any such changes of schedules. The Union shall present the Company with such a request in writing which request shall ~~be~~ fully considered and discussed by the Company with the Union, and shall not be unreasonably denied by the Company.
 - (b) The Company ~~shall~~ implement ~~such~~ new shift within a reasonable period of time.
 - (c) At **no** time shall ~~the~~ Company ~~be~~ without a C.O. option.

Premium Pay

4. Where a C.O. employee works their regularly scheduled day,
 - (a) they shall not ~~be~~ paid any premium pay (except ~~shift~~ differential, if any); **or**

- (b) if such regularly scheduled day is a Sunday, they shall be paid at rate of time and one-half the contract rate (plus shift differential, if any).

Overtime

5. Where a C.O. employee works:
- (a) up to 4 hours in excess of their regularly scheduled day, they shall **be** paid for such hours at the rate of time and one-half the contract rate; and
 - (b) in excess of such 4 hours provided for in (a) above, they shall **be** paid for such excess hours **at** the rate of double the contract rate.
6. Where a C.O. employee **works** on any of their scheduled days off, they shall **be** paid:
- (a) **at the** rate of time and one-half for such hours worked to a maximum of their normally scheduled hours; and
 - (b) at the **rate** of double **time** for **all** such hours worked in excess of their normally scheduled hours.
7. **The** above overtime and premium pay rates **are** not to be compounded.
8. Sections 4 to 7 **are** intended to provide for overtime making Article 15 not applicable for employees on C.O.

Senior Employee Option

9. Senior employees shall be able (in writing) to opt out of C.O. for the duration of the cycle, within 48 hours of the Company's notice of a new cycle of C.O.
10. The Company shall schedule the most junior employee in **that posted** job, to work vacancies in any C.O. job which **is** not filled by a senior employee.
11. Senior employees in that **posted job** shall have **the** right to bump junior employees out of a new cycle of C.O. by **giving** the Company notice of their intention to opt in to the new cycle of C.O. within 48 hours of the Company's **notice** of such new cycle.
12. Senior employees in that **posted job** who wish to opt in to C.O. during a cycle and **after** they have **opted** out, shall not use their seniority to bump any other employee out of C.O. and, therefore, may only opt in to C.O. during a cycle **if** there **is** a vacancy **in** such C.O. **job**. **This** they would do by applying for a vacancy in such **posted job** in C.O.

Equipment/Jobs

13. A list of **equipment/jobs** which **will** not be included in C.O. during the term of this Collective Agreement is as follows:
- All Stitchers

- Hot Gluer
- Cascader
- Curtain Coater
- Slitters
- Steel Rule Die repair
- Die Mounter
- Clamp Truck Driver
- Baler Operator
- Corrugator
- Janitor
- Taper
- 50" Die Cutter

Shift Differential

May 1, 2001 .70¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2002 .71¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2003 .72¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2004 .73¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2005 .74¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2006 .75¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift,

Paid Holidays (Article 10B(1)(a), 10C)

- (a) Holiday pay will be at the rate of the job the employee is working on in the **week** of the holiday.
- (b) If an employee works on a paid holiday, he shall receive holiday pay plus double time for all hours worked on the holiday.
- (c) Holiday pay for employees for holidays which fall on that employee's scheduled premium-pay days, shall include the premium pay.
- (d) Examples:

When a Paid Holiday falls on a Saturday or Sunday:

- (i) An employee scheduled to work a **twelve (12)** hour shift on such Saturday or Sunday, but who **does not** work **on** such **Paid Holiday** shall receive the premium-pay as part of his holiday pay;
- (ii) An employee referred to in example (a) above who upon being offered by the Company work on such paid holiday **and** who **works** such Paid Holiday shall receive overtime at a rate of double time for all hours which he works on **the** holiday, plus the holiday pay (including premium-pay as noted in example (a) above);
- (iii) An employee on **twelve (12)** hour shift cycle who is not scheduled to work **the** Saturday or Sunday on which the Paid Holiday falls, or an employee on **eight (8)** hours shifts who is not scheduled to work on such Paid Holiday, but who is **offered** by **the** Company to work **on** a Saturday or Sunday **an** which a holiday falls shall receive pay at an overtime rate of double time for all hours worked on such Paid Holiday and shall **receive** holiday pay at straight time hours (without any premium-pay).
- (e) Holiday pay for employees not scheduled to work on the holiday shall **be** eight (8) hours times their regular rate.
- (f) For purposes of Continuous Operations Article 10B(1)(a) the **first** four (4) lines shall **read**:

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

Vacations (Article 11A(2)(a)(b))

- (a) One **week** of vacation shall run Sunday - Saturday, inclusive.
- (b) Vacation pay shall be the greater of two (2) percent per week of vacation or forty-two (42) hours pay (straight time), whichever is greater.

Break Periods (Article 21 A,B)

Amend from **ten (10)** minutes to **fifteen (15)** minutes duration.

Meal Allowance (Article 24 A,B)

- (a) After fourteen (14) **hours worked (scheduled shift** plus two (2) hours overtime)
- (b) After **twelve (12)** hours worked (where the Company does not give **twelve (12)** hours notice to an employee working his day off).

Personal Day (Article 19H)

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

Lay-off Notice (Article 9A(1), (1)(a))

One (1) week (Sunday - Saturday)

Bereavement (Article 12B(1)(a)(b)(c), 12B(2))

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

Machine on two (2) shifts (not three (3)) - Seniority (Article 8D)

Following the posting **by** the Company of a Notice of Continuous Operations in the applicable departments, Article 8D shall **become** activated so that the senior **persons** in each posted job in those departments shall be entitled to exercise their rights, provided they do so within forty-eight (**48**) hours of **the** posting of the Notice of Continuous Operations.

Notice of Shift Change (Article 19E)

For Continuous Operation employees Article 19E shall read:

"Except for **shift** changes taking place at the end of a **six (6)** week cycle, employees shall be given at least twenty-four (24) hours notice of any shift change. Failing **the above** notice, time-and-one-half shall apply for the first shift of the shift change."

Pay Stub Article 14B

7:00 PM - 7:00 AM shift shall receive pay notification on Wednesday

7:00 AM - 7:00 PM shift shall receive pay notification on Thursday

Article 19 A(3), 4(b) GENERAL

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

Committee: Continuous Operations

There shall be a Continuous Operations (twelve (12) hour shifts) Committee. it shall consist of 4 members of the Union and 4 members of management. They shall meet upon request of either the Union or management to deal with matters relating to the introduction and application of Continuous Operations (twelve(12) hour shifts). They shall report the Committee's recommendations to the Union and the Company.

C. Collective Agreement Articles not Applying to Employees on Continuous Operations

The following articles of the collective agreement **shall** not apply to employees **working** on Continuous Operations:

1. Article 9A(1), (1)(a);
2. Article 10B(1)(a), 10C;
3. Article 11A2(a);
4. Article 12B(1)(a)(b)(c), 12B(2);
5. Article 14B;
6. Article 151;
7. Article 15 IB, C; IIA, B; IIIA, B,C; IVA,B;
8. Article 16A, 16B, 16D(4), 16D(5)(a)(b)(c)(d)(e);
9. Article 19A(3), 19E, 19H;
10. Article 21A,B;
11. Article 24A, 248;
12. Shift Differential;
13. Special Note #2, Schedule "A"

SCHEDULE "C"
Modified Corrugator Schedule

Modified Corrugator Schedule								
Week	Sun	Mon 12 hour Day Shift	Tue 8 - hour shifts Day/Night	Wed 8 - hour shifts Day/Night	Thu 8 - hour shifts Day/Night	Fri 8 - hour shifts Day/Night	Sat 12 hour Day Shift	
One	OFF	B	A - B	A - B	A - B	A - B	A	
Two	OFF	A	B - A	B - A	B - A	B - A	B	
	Hours Worked	Hours Paid						
Shift A	44	46						
Shift B	44	46						
Monday and Saturday Pay = 8 hours at straight time and 4 hours at time and one half.								

- (a) The Company and the Union agree (subject to ratification) to the Modified Corrugator Schedule. There shall be a Corrugator Scheduling Committee to deal with matters relating to the effects of amending the schedule of the corrugator.
- (b) Notice of not less than two (2) full weeks of the commencement of the Modified Corrugator Schedule shall be posted by the Company. Notice of not less than one (1) full week of going off the Modified Corrugator Schedule shall be posted by the Company,
- (c) The Corrugator Scheduling Committee shall consist of three (3) members of the Union and three (3) members of Management. They shall meet upon request of either the Union or Management to deal with matters relating to the effects of modifying the schedule of the corrugator and they shall report the Committee's recommendations to the Union and the Company,
- (d) All employees who work on the Modified Corrugator Schedule for forty-four (44) hours shall be credited for pensionable earnings based on such hours worked.
- (e) The Company and the Union agree that the Modified Corrugator Schedule shall remain in place during the term of this collective agreement, except where the Company as a result of an increase in business

determines the need to go on a Continuous Operation of the corrugator or as a result of a decrease in business determines the need to return to the corrugator schedule based on eight (8) hour shifts,

SCHEDULE "D"
Seven (7) Day Operations

This schedule identifies and establishes the special collective agreement provisions applicable to employees on "Seven day Operations" (diagramed as "Diagram - 7 - Days," at p.2 of this Schedule D).

A. Seven (7) day Operations – Overview

(1) Hours of Work (Article 15)

- (a) Seven day Operations is to be based on a schedule with four (4) crews working eight (8) hour shifts Monday to Friday and twelve (12) hour shifts Saturday and Sunday as shown on Diagram - 7 - Days,
- (b) The Seven day Operations week shall start on Monday at 12:01 a.m. and end on the following Sunday at 11:59 p.m.
- (c) Duration of Cycle:
 - (i) The normal cycle shall consist of a period of four (4) weeks.
 - (ii) Notice to start a cycle of Seven day Operations shall be posted by the Company not less than one (1) full week in advance of the start of such cycle.
 - (iii) Notice of ending a Seven Day Operations shall be posted by the Company not less than one (1) full week prior to the ending of such cycle,

B. Premium-pay

Premium-pay will apply as follows:

- (1) Saturday scheduled twelve (12) hour shifts – First eight (8) hours worked will be paid at time and one-half, next four (4) hours worked will be paid at double time.
- (2) Sunday scheduled twelve (12) hour shifts – First eight (8) hours worked will be paid at time and one-half, next four (4) hours worked will be paid at double time.

C. Overtime (Article 15 – 16)

(1) Monday – Friday:

For employees an Seven day Operations who are not scheduled to work on Monday - Friday, the first eight (8) overtime hours worked on such day shall be paid at time and one-half; all overtime hours worked in excess of such eight (8) hours shall be paid at double time,

- (2) Saturday and Sunday:
 - (a) For employees scheduled to work twelve (12) hours on Saturday/Sunday, all hours worked in excess of such twelve (12) premium-pay hours shall be paid at double time; or
 - (b) For employees on Seven day Operations who are not scheduled to work on Saturday/Sunday, the first eight (8) overtime hours worked on such day shall be paid at time and one-half; all overtime hours worked in excess of such eight (8) hours shall be paid at double time.
- (3) Lunch break shall be as close to **the** middle of the shift **as** practical.
- (4) Should the Company require overtime after the end of a regularly scheduled Saturday/Sunday shift, and should such overtime **be** expected to **be** no more than four (4) hours beyond **such** twelve (12) hours, the Company shall first offer such overtime work:
 - (a) **to** the employee who has been working that job on such twelve (12) hour shift and such overtime hours shall **be** paid at a rate of double time;
 - (b) **if**, however, such employee in (a) above declines to stay, the qualified employee performing such overtime, provided they are not performing such overtime as a continuation of their twelve (12) hour shift, shall **be** paid at a rate of time and one-half for such overtime hours worked.

D. Shift Differential

- (1) Monday - Friday:

as per Collective Agreement.

- (2) Saturday - Sunday:

Employees working regular twelve (12) hour shifts **on** Saturday and Sunday shall not **be** eligible for shift differential.

E. Paid Holidays (Article 10B(1)(a), 10C)

- (1) Holiday pay will be at the rate of the job the employee is working on in the **week** of the holiday.
- (2) If an employee **works** on a paid holiday, **which falls on** his regularly scheduled Monday to Friday shift, he shall receive holiday pay plus double time for all hours worked on **the** holiday,
- (3) If an employee works on a paid holiday, which falls on, his regularly scheduled Saturday-Sunday **shift**, he **shall** receive holiday pay plus double time for all hours **worked on** the holiday.
- (4) Holiday pay for employees for holidays which fall on that employee's scheduled premium-pay days, shall include premium pay.
- (5) Holiday pay for employees not working the holiday shall **be**:

(a) Monday to Friday:

eight (8) hours times their Sch "A" rate for holidays falling on Monday - Friday;

(b) Saturday - Sunday:

(i) twenty (20) hours pay at their Sch "A" hourly rate for the Saturday or Sunday on which the holiday falls (in such employee's scheduled week of Saturday/Sunday); or

(ii) **otherwise** holiday pay for a Saturday or Sunday shall be eight (8) hours times the Sch "A" hourly rate for such employee.

(c) In order to receive this holiday pay, the employee must not be absent from work on the days identified in Article 10(B)(1)(a).

(6) **Notwithstanding** the above, the Seven Day Operations will not be in effect on the Christmas/New Year's break periods.

F. Vacations (Article 11A(2)(a)(b))

(1) One ~~week~~ of vacation shall run Monday - Sunday, inclusive.

(2) Vacation pay shall be the greater of two (2) percent per ~~week~~ of vacation or forty (40) hours pay (straight time), whichever is greater.

G. Break Periods (Article 21 A, B)

Amend from ten (10) minutes to **fifteen** (15) minutes duration for employees working regularly scheduled twelve (12) hour shifts on Saturday/Sunday.

H. Meal Allowance (Article 24 A, B)

(1) **After fourteen (14) hours** worked as part of a twelve (12) hour Saturday/Sunday scheduled **shift** (scheduled shift plus two (2) hours overtime)

(2) **After twelve (12) hours** worked as part of a **twelve (12) hour Saturday/Sunday scheduled shift** (where the Company **does** not give twelve (12) hours notice to an employee working his day off).

I. Personal Day (Article 19H)

(1) Personal days accumulated prior to this collective agreement may be converted to hours for purposes of use in twelve (12) hour increments for missed regular scheduled twelve (12) hour

shifts, for personal or family illness.

- (2) Where employee has missed a regular scheduled twelve (12) hour shift because of personal or family illness: personal day paid at twelve (12) hours straight time. (Example: If the employee is sick on the Saturday and works on the Sunday, the employee receives twelve (12) hour's pay for such Saturday and twenty (20) hour's pay for such Sunday.)
- (3) Personal days shall be either eight hours or twelve hours depending on the normal working hours for that employee when he takes the personal day.

J. Lay-off Notice (Article 9A(1), (1)(a))

One (1) week (Monday - Sunday)

K. Bereavement (Article 12B(1)(a)(b)(c), 12B(2))

For employees whose regular shift is on Saturday/Sunday (applicable to bereavement leave days falling on such Saturday/Sunday):

(1) Five (5) days bereavement ("consecutive regular scheduled working days");

(2) Three (3) days bereavement ("consecutive regular scheduled working days");

(3) One (1) bereavement day: to receive a day off with pay.

The Company shall calculate the pay for bereavement leave days falling on a:

- (1) Saturday or Sunday on which an employee is scheduled to work and which has been missed as a result of such Saturday or Sunday being a bereavement day - at a rate of twelve (12) times the Sch "A" hourly wage rate of such employee; or
- (2) week day on which an employee is scheduled to work, at the rate of eight (8) times their Sch "A" hourly rate.

L. Article 19A(3), (4)(b) GENERAL

Amend by this schedule, eight (8) to twelve (12) hours where the employee is regularly scheduled for a Saturday/Sunday shift.

M. Priority for Holidays Falling on a Saturday/Sunday for Employees Working Twelve (12) Hour Shifts on a Seven day Operations:

(1) **Holidays Falling on a Saturday or Sunday**

(a) The work shall be first offered by the Company to the employee scheduled for such work on

such Saturday/Sunday;

- (b) If the employee eligible under (a) above refuses, then the Company shall offer such work to employees scheduled to work the twelve (12) hour shift on such day, in order of departmental seniority of such employees;
- (c) If no employee eligible under (b) above claims such work, the Company shall offer such work to the employee scheduled to work the twelve (12) hour shift on such day, in order of plant seniority;
- (d) If no one eligible under (c) claims such work, the Company shall revert to the provisions of the Collective Agreement in order to have such work performed.

(2) Capable of Doing the Available Work

It shall be a condition of offering the holiday work noted in paragraph (1) above that the employee claiming priority to such work is capable of performing such work.

N. Machine on Two (2) or Three (3) Shifts - Seniority Article 8D

Following the posting by the Company of notice of Seven day Operations in the applicable departments, Article 8D shall become activated so that the senior persons in each posted job in those departments shall be entitled to exercise their rights, provided they do so within forty-eight (48) hours of the posting of the notice of the Seven Day Operations.

O. Notice of Shift Change (Article 19E)

For Seven day Operation employees, Article 19E shall read:

“Except for shift changes taking place at the end of a four (4) week cycle, employees shall be given at least sixteen (16) working hour's notice of any shift change. Failing the above notice, time and one-half shall apply for the first shift of the shift change.”

P. Collective agreement articles not applying to employees on Seven day Operations

The following articles of the collective agreement shall not apply to employees working on Saturday/Sunday on their regular weekend shift as part of the Seven day Operations:

1. Article 9A(1),(1)(a).
2. Article 10C
3. Article 14B
4. Article 15

5. Article 16D(5)(a)(b)(c)(d)(e)
6. Article 19E
7. Article 21 A, B
8. Shift Differential
9. Special Note#2, Schedule "A"

January 14, 2008

BINDING MEMORANDUM OF UNDERSTANDING

Between: Maritime Paper Products limited (the "Employer")
And: Communications, Energy and Paperworkers' Union, Local 1520 (the "Union")
Re: Article 27 – Cost of Living Adjustment

Preamble

Article 27 provides terms of the 'Cost of Living Adjustment' ("COLA").

The Union and the Employer have agreed to a new Collective Agreement (for 2007-2011). Such Agreement, however, is subject to the COLA clause being waived by the Union for the first year of the Collective Agreement.

The parties agree that wording **would** appear (Article 27A(a)) in the Collective Agreement for a first year COLA, but that its provisions would be waived for such first year of the Collective Agreement and that **the** Union would be estopped from enforcing any part of the COLA clause during the first year.

Article 27A(1)(c),(d) provides for a "corridor" of 2% (subject to the specific wording of Article 27A(1)(c),(d)) before the "COLA" formula becomes activated.



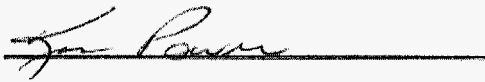
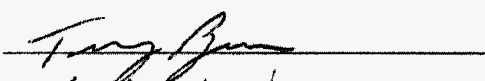
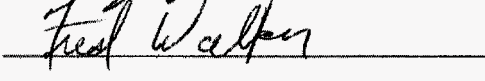

Agreement

For valuable consideration, acknowledged to have been received by both parties, it is agreed, through this binding letter, that Article 27, the COLA clause, shall not apply, and is hereby specifically waived, for the period May 1, 2007 to April 30, 2008.

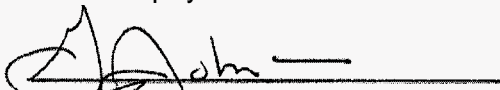
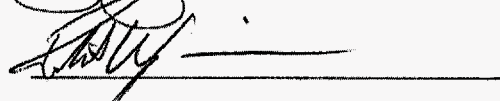
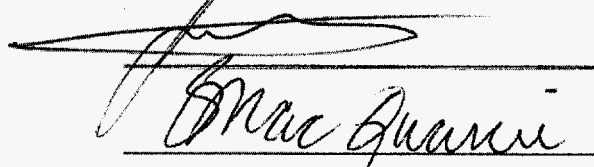
For greater certainty, the Union agrees that it is also estopped from filing any grievances/arbitrations seeking to enforce Article 27 for all or any part of the period May 1, 2007 to April 30, 2008.

Witnesses

For the Union:

For the Employer:

Harassment in the Workplace Policy

Applications

This policy applies to all personnel of Maritime Paper Products Limited.

Policy Statement

As an employer, Maritime Paper Products Limited is mandated by law to provide a harassment-free work environment for all its employees. This is the responsibility of management, department heads, supervisors, managers, *etc.* Any member of management who knows, or could reasonably be expected to know, of harassment and fails to effectively deal with it can be held liable for such action.

The employer is liable for workplace harassment with which it does not deal effectively. The provincial *Human Rights Act* and the *Canadian Human Rights Act* make employers responsible for any harassing or discriminatory conduct of their employees. Therefore, when an employee files a complaint under the *Human Rights Act*, the employer becomes a co-respondent to the complaint.

Harassment in the workplace is a form of discrimination. It affects not only the individual's ability to work and learn but also his/her self-esteem and sense of well being.

The Human Resources department is responsible for the overall administration of the policy. However, all management is responsible to take appropriate preventative or corrective action and to put a stop to any harassment it is aware of whether or not a complaint is filed.

Prevention and reporting of harassment situations is the responsibility of all personnel.

Any person who believes that a colleague has experienced or is experiencing workplace harassment or retaliation for having brought forward a complaint is encouraged to notify the appropriate advisor.

The policy is not intended to limit or constrain the employer's right to manage. Performance reviews, work evaluations and disciplinary measures taken by the employer for any valid reason do not constitute harassment in the workplace.

Purpose

The purpose of this workplace harassment policy is:

- to maintain a working environment that is free from all types of harassment,
- to alert all employees and management to the fact that workplace harassment is against the law,
- to set out the types of behavior that may be considered offensive, and
- to establish a process for receiving complaints of harassment and to provide a mechanism to deal with those complaints effectively.

Definitions

Harassment

Harassment means any improper behavior that is directed to any employee or group of employees and which a person knew or ought reasonably to have known to be unwelcome.

For the purposes of this policy, harassment in the workplace includes personal and sexual harassment, poisoned work environment, discrimination and abuse of authority.

Personal Harassment/Bullying

Personal harassment/bullying includes, but is not limited to:

- verbal harassment: based on any of the protected grounds (see below); stereotyping; name-calling; insults; threats; slurs; crude, degrading, suggestive or unwanted remarks; offensive songs or tapes; or jokes based on any of the protected grounds.
- physical harassment: unwelcome physical touching or solicitation.
- written or graphic materials: graffiti, unwanted notes or letters, etc.; and
- avoidance or exclusion of any group or individual.

Sexual Harassment

Sexual harassment means any conduct, comment, gesture, or contact of any sexual nature that:

- a) might reasonably be expected to cause offense or humiliation; or
- b) is a condition of a sexual nature on employment, an opportunity for training or promotion, receipt of services or a contract.

Poisoned Work Environment

A poisoned work environment is characterized by any activity or behavior, not necessarily directed at anyone in particular that creates a hostile or offensive workplace.

Abuse of Authority

Examples of abuse of authority include, but are not limited to, such acts or misuse of power as intimidation, threats, blackmail, or force.

Discrimination

Discrimination includes, but is not limited to:

- differential treatment having an adverse impact on an individual on the basis of any of the protected grounds;
- any action or policy which has an adverse impact on an individual based on any of the protected grounds; and
- use of stereotyped images of language (including jokes) which suggest that all or most employees of a particular group of people are the same.

Protected Grounds

Protected grounds are race, colour, religion, national origin, ancestry, place or origin, age, physical disability, marital status, sexual orientation, or sex.

Rights and Responsibilities

Employer Responsibilities

The employer is responsible for:

- investigating all allegations of discrimination or harassment and ensuring appropriate documentation of all complaints;
- administering the provisions of this policy and ensuring compliance;
- providing education on harassment and discrimination to all staff and providing education and training to all advisors and investigators so that they will be well-qualified to handle all aspects of their jobs;
- ensuring that all employees are familiar with this policy and the procedure for handling complaints under the policy;
- taking corrective action and/or disciplinary action as required;
- ensuring that complainant and the respondent are informed, in writing, of the outcome of the investigation, including any disciplinary action to be taken, as soon as possible;
- providing status reports on the investigation at any time to the complainant and respondent;
- recording the disciplinary action taken in the respondent's personnel file;
- ensuring that under no circumstances will the remedial action taken in relation to the respondent, in a substantiated case, penalize the complainant; and
- determining the disciplinary action to be taken in the finding of a "bad faith" complaint.

Managers' and/or Supervisors' Responsibilities

Managers and supervisors have authority to prevent or discourage harassment and may be held accountable for failing to do so.

Managers are responsible for ensuring that the rights of both the respondent and the complainant involved in a harassment incident are protected. Fair and equitable procedures must be ensured for all parties.

Managers and supervisors are responsible for:

- establishing and maintaining a workplace that is free from harassment and discrimination;
- refusing to condone harassment or discrimination; and
- ensuring that employees are aware of their rights and responsibilities under this policy and of the mechanisms that are in place to investigate and resolve discrimination and harassment complaints.

Complainants

An employee has the right to file a complaint and to obtain a review of that complaint without fear of retaliation, through the procedures established according to this policy.

Employees are encouraged to take assertive action **should** they feel they are being subjected to any type of discrimination or harassment.

Employees are encouraged to make the feelings of harassment known to the respondent immediately by advising the respondent that the behavior is not welcome, is offensive and must cease immediately.

Employees should:

- maintain a record of times, dates, witnesses and the nature of the behavior for future reference; and
- cooperate fully with all stages of the investigation.

It is the right of the complainant, if so desired, to drop the allegations of harassment or discrimination, made in good faith, without resolution, as long as:

- the decision was made without coercion; and
- the complainant understands that, where reasonable suspicion or definite evidence of harassment or discrimination exists, the supervisor and/or manager will be required to complete the investigation and remedy the situation.

Before making a decision on how to proceed, the complainant may seek advice and assistance.

Respondents

Employees against whom a complaint has been lodged are entitled to and shall:

- be informed as soon as practical that a complaint has been filed;
- be presented with a statement of allegations and be afforded an opportunity to respond to them;
- have the right to speak to an impartial advisor, to review options;
- be accompanied by a person of the respondent's choice, at no expense to the employer, during any interviews and investigative proceedings; and
- cooperate fully with all stages of the investigative process.

Witnesses

Employees are obliged to meet with the advisor(s) and/or investigator(s) and to cooperate with all those responsible for the investigation of the complaint.

No employee shall be subjected to retaliation because that employee participated as a witness.

Employees are obliged to maintain confidentiality with respect to the investigation.

Procedures

The following procedures **may be** utilized by the complainant whether the complainant has experienced the harassment or discrimination or believes that a colleague has been harassed or discriminated against.

Informal Resolution Stage

Informal resolution of complaints is encouraged. An employee may request the assistance of a member of the Human Resources department in the informal resolution of a workplace harassment complaint. The approach may include a mediation process to assist the parties in voluntarily reaching an acceptable solution.

Formal Resolution Stage

Although the employer is committed to responding to all complaints, it is **recognized** that complaints not filed within a *reasonable* time may be difficult to investigate or substantiate.

To proceed to the resolution stage, the complaint must be submitted in writing on the approved Harassment Complaint **Form**, and signed **by** the complainant before investigation can begin. It should give an accurate account of the incident(s) of harassment **or** discrimination including times, places and parties involved. This form, **once** completed, should be submitted to Human Resources department.

The respondent against whom a **complaint** has been filed **shall be informed**, in writing, of the complaint, including the nature of the allegations and afforded an opportunity to respond.

Confidentiality

All information regarding discrimination or harassment complaints shall remain confidential, at all levels. The confidentiality **clause** includes, but is not **limited to**, all **files**, notes, memos, correspondence, and identities of the complainant and the respondent. Information **will** not be disclosed except as required by law.

No Retaliation

Retaliation in any form against any **party involved** in discrimination or harassment investigation is prohibited.

Sanctions

As discrimination and workplace harassment are serious matters, **appropriate** disciplinary action will be imposed where the complaint is substantiated. Each case **will** be assessed on its own merits and sanctions may range from written warnings to dismissal.

Redress

When the decision regarding a workplace harassment or discrimination investigation is rendered, the **complainant(s)** and **respondent(s)** will **be** informed of both the decision and their right to appeal the results of the investigation.

Maritime Paper Products Limited

Harassment Complaint Form

Name of Complainant: _____
Name of Respondent: _____
Date of Complaint: _____
Complaint Made To: _____
Supervisor: _____

Details of Complaint: _____

Action Taken By: _____
Date: _____

I, _____, the complainant, wish to lodge a complaint of workplace harassment and/or discrimination. I hereby authorize Maritime Paper Products Limited to conduct whatever investigations are necessary to reach a satisfactory resolution to the complaint. I also hereby agree to participate in this investigation to the best of my ability.

Date, Signed

Signature of Complainant

Year 2007 Shift Schedule - 8 Hour Shifts

	WK	Sun	Mon	Tue	Wed	Thu	Fri	Sat	WK	Sun	Mon	Tue	Wed	Thu	Fri	Sat	WK	Sun	Mon	Tue	Wed	Thu	Fri	Sat	WK	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	32		1	2	3	4	5	6	1	7	8	9	10	11	12	13	2	14	15	16	17	18	19	20	3	21	22	23	24	25	26	27	JAN
JAN	4	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	FEB
FEB	8	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	MAR
MAR	12	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	APR
APR	16	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	MAY
MAY	20	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	JUN
JUN	24	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	JUL	
JUL	28	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	AUG	
AUG	32	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	SEP	
SEP	36	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	OCT	
OCT	40	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	NOV	
NOV	44	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	DEC	
DEC	48	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	DEC	
DEC	52	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	JAN	

Pydy

Pydy

Pydy

Pydy

A	2	2	1	1	1	3	3	A	3	3	2	2	2	4	4	A	4	4	3	3	3	1	1	A	1	1	4	4	4	2	2
B	#	3	3	3	4	4	4	B	#	4	4	4	1	1	1	B	#	1	1	1	2	2	2	B	#	2	2	2	3	3	3
C	4	4	2	2	2	1	1	C	1	1	3	3	3	2	2	C	2	2	4	4	4	3	3	C	3	3	1	1	1	4	4

Holidays 2007	New Years Day Good Friday Victoria Day Canada Day Natal Day Labour Day Thanksgiving Remembrance Day Christmas Eve Day Christmas Day Boxing Day New Years Eve Day	1 January 6 April 21 May 1 July 6 August 3 September 8 October 11 November 24 December 25 December 26 December 31 December
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APPRENTICESHIP PROGRAM

{Not part of Collective Agreement}

1.1 Maritime Paper Products TRADESPERSON APPRENTICESHIP PROGRAM (06/11//07)

1.2 Applicability

This program applies to all hourly employees of the Maritime Paper Products Dartmouth plant enrolled in Apprenticeship programs,

1.3 Philosophy

Apprenticeship training will provide employees with the opportunity to increase their skill levels in order to assist them in maximizing the value they add to the operation while increasing their earnings potential.

1.4 Policy & Procedure

1. The Company will determine, at its sole discretion, the number of apprentices to be included in the program at any given time and the level of qualifications that will be included on the job posting.

2. All applicants must meet Company educational qualifications and Department of Education and Culture entrance requirements,

3. The term of each apprentice's training will be in accordance with the Nova Scotia Department of Education and Culture and the appropriate governing body.

4. Each apprentice must progress, to the Company's satisfaction, through the apprenticeship or will be subject to transfer out of the program at the Company's sole discretion. The Company will review the case with the Union Executive. Employees who are unsuccessful and have been removed from the trade by the Company and remain an employee may exercise all their rights in the Labour Agreement including seniority.

5. After successfully completing the required year' training to the Company's satisfaction, and successfully completing the apprentice educational courses related to the designated trade, and successfully passing the Journeyman exam, the apprentice shall be classified as a Tradesperson 1st Class.

6. The Tradesperson's Departmental Seniority shall be effective on the first day he/she works in the Department as an Apprentice. His/her Job Seniority will commence on the date he/she is classified as a Tradesperson 1st Class.

7. Apprentices will normally be enrolled in the Department of Education and Culture's program.

1.5 Qualification

1. Applicants to an apprenticeship program who have not successfully completed an appropriate pre-employment program at Community College will be required to

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