

Memorandum
10/3/01
W. Brown

COLLECTIVE AGREEMENT

Between

**CRYOVAC, A DIVISION OF
SEALED AIR (CANADA) INC.
MISSISSAUGA, ONTARIO**

and

**NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS UNION OF CANADA
(CAW-CANADA)**

AND ITS LOCAL 252

Effective: June 16, 2001

COLLECTIVE AGREEMENT NO. 7

013081091

THIS AGREEMENT

IS BETWEEN

CRYOVAC, A DIVISION OF

SEALED AIR (CANADA) INC.

(Hereinafter called the Company)

AND

NATIONAL AUTOMOBILE, AEROSPACE

AND AGRICULTURAL IMPLEMENT

WORKERS UNION OF CANADA

(CAW-CANADA)

AND ITS LOCAL 252

(Hereinafter called the Union)

The parties hereto agree as follows:

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ARTICLE 1 - PURPOSE AND DEFINITIONS

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Company and its employees for efficient plant operation, to establish and maintain satisfactory working conditions; hours and wages; and to record the procedure for the prompt and equitable disposition of grievances, for all employees subject to the provisions of this Agreement.
- 1.02 There shall be no strikes or lockouts during the term of this Agreement. Strikes and lockouts shall be defined according to the Labour Relations Act of Ontario.
- 1.03 **Definitions:**
- 1.03.01 **Agreement** - means the Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by Letters signed/confirmed by responsible Company and accredited Union Officers/Representatives.
- 1.03.02 **Employee**- means any person in the employ of the Company who is in the bargaining unit covered by this Agreement, and who has completed the probationary period.
- 1.03.03 **Probationary Employee** - any person in the employ of the Company who have not completed their ninety (90) calendar day probationary period of service.
- 1.03.04 **Working Days** - shall be construed as specifically excluding Saturdays, Sundays and Plant Holidays.
- 1.03.05 **Higher Rated Job** - means a job where the highest rate is higher than the highest rate for job to which it is being compared. A lower rated job shall mean the opposite.
- 1.03.06 **Student** - any person who is in the process of attending a post secondary educational institution on a full time basis.
- 1.03.07 **Vertical Lines**- means a revision effective with the current Agreement. A single vertical denotes an editorial change. A double vertical line denotes a negotiated change.
- 1.03.08 Authorized absences are considered to be vacation, plant and public holidays, paid absence allowance, mutual change of shift and personal leaves of absence which includes bereavement, court appearance, pregnancy, parental, education leave, weekly indemnity, Workers Compensation and Union business.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at its Mississauga Plant within the bargaining unit which is described as follows:

"All employees of the Company, save and except Stationary Engineers, Foremen, persons above the rank of Foreman, Engineers, Research and Development, and Quality Control personnel, Office Staff and Sales Staff."

2.02 **Moving of Location**

2.02.01 In the event that the existing operations covered by this Collective Agreement, or part of them, are moved or otherwise transferred to another location in the province of Ontario, this Collective Agreement will apply and will remain in full force and effect at the new location. Employees who elect to move to the new location will be given preference for jobs at the new location.

ARTICLE 3 - JURISDICTION

3.01.01 Employees of the Company excluded in Article 2, above, shall not perform any work which is normally performed by employees within the bargaining unit, except for training, experimental work, emergency situations, or in providing assistance to employees when required. It is recognized that work performed in the Equipment Service Laboratories is not affected by these restrictions, but only to the extent that the use of non-bargaining unit employees, other than Service Technicians, would not cause the loss of overtime opportunities to members of the Bargaining Unit.

A supervisor may provide support in certain specific situations to maintain production continuity. The monitoring of E.C.L.U.'s (electronic cross-linking units) would be such a case.

3.02 The Company agrees that its intent shall be that work not be done by outside contractors to the detriment of the earning power of members of the bargaining unit, provided that such work can be accomplished by existing bargaining unit employees, within necessary time limits, working on a scheduled overtime basis, if required. The installation of equipment, or parts of equipment, which is purchased on an installed basis is specifically excluded from the provision.

3.02.01 Prior to any work being contracted to an outside contractor pursuant to Article 3.02, the Company shall consult with the Union. This shall not

prevent the Company from continuing its practice of contracting out certain specialized work, without consultation, for example specialized sheet metal, gas combustion systems, insulation.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Company and the Union acknowledge a joint responsibility to actively discourage discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.
- 4.02 The Company agrees that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or any of its agents because of membership in, or lawful activity on behalf of the Union.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

- 5.01 **Union Membership**
- 5.01.01 All employees who, on the date of the signing of this Agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership; employees who, as of the effective date of this Agreement, are not Union members shall not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement shall, at the completion of the probationary period, become Union members and shall, as a condition of employment remain members in good standing.
- 5.02 **Check-Off**
- 5.02.01 The Company shall deduct from all employees who have completed their probationary period, whether members of the Union or not, the initiation fee and regular monthly dues. The amounts so deducted shall be such sums as may be assessed from time to time by the Union in accordance with the Constitution and/or By-Laws of the National and Local Union.
- 5.02.02 Within **fifteen** (15) calendar days following the end of the calendar month for which they were deducted, amounts so deducted shall be forwarded to the Financial Secretary of the Local Union with a list of

employees from whom deductions were made and a list of employees from whom no deductions were made together with the reason.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of Management to:

(a) Maintain order, discipline and efficiency.

(b) Hire, retire, transfer, discharge, promote, demote, discipline employees, provided that a claim of discriminatory promotion, demotion, transfer, or a claim that an employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as provided herein.

(c) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and locations of its business outlets, the products to be manufactured, or the service rendered, the methods of operating, schedules of production or service, kinds and locations of machines and tools to be used, the processes of manufacturing, assembling or repairing, the engineering and designing of its products or services and the control of materials and parts to be used.

6.02 It is understood that Management will not exercise these rights contrary to the terms of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Members of the Shop Committee shall meet and deal with the Company from time to time during the life of this Agreement. The Company agrees to pay Members of the Shop Committee their normal rate of pay, including shift premiums and overtime where applicable, for attending all meetings with Management up to but not including arbitration hearings in the case of grievances and mediation in the case of negotiations.

- 7.02 The Shop **Committee** shall be constituted as follows:
- 7.02.01 The Shop Committee shall be five (5) in number, either elected or appointed by the Union.
- 7.02.02 Five areas of the Plant shall be constituted as departments for determining representation on the Shop Committee as follows: Extrusion, Printing, Finishing, Maintenance and Warehouse. During the term of this Agreement, the Shop Committee cannot exceed five (5). The Maintenance representative shall be a skilled tradesperson.
- 7.02.03 Each of the five (5) members of the Shop Committee will be designated by the Union to represent one of the departments specified in 7.02.02.
- 7.03 The Union agrees that before a Union member leaves work to conduct Union business they must first obtain permission from their Supervisor. Where advance notice is known, leave of absence should be requested in writing as far in advance as possible. The Company agrees that such permission will not be withheld unreasonably and the Union agrees that such privileges will not be abused.
- 7.04 The Union agrees to supply the Company with the names of the employees constituting the Shop Committee and Chairperson and to keep the list up-to-date at all times.
- 7.05 The Committee Person representing the affected employee will be advised prior to any formal work review, and a Committee Person may attend, at the employee's option.
- 7.06 It is understood that a Committee Person's responsibility includes communicating with other members of the bargaining unit as well as with the employer, Management, etc., and a reasonable amount of time will be allowed during normal working hours for such communications.
- Department management will normally communicate with the appropriate department Shop Committee Steward, if available.
- 7.07 Bulletin Board
- 7.07.01 A bulletin board shall be made available to the Union for its use in posting Union announcements and notices. Such material shall be under the supervision of the Manager of Human Resources, except for notices of meetings and events relating to the legitimate activities of the local Union.

- 7.08 **Filing and Interview Facilities**
- 7.08.01 The Company agrees to provide the Union with confidential filing facilities in an Interview room and to continue its practice of making facilities available for meetings upon request. The Company also agrees that as part of an employee's final probationary interview the Union Chairperson or designate will be provided with an opportunity (not to exceed forty-five (45) minutes) to interview and familiarize new employees with the Collective Agreement and other conditions of employment. Such interview shall take place in above room, to which twenty-four (24) hours access will be allowed. Such interviews will take place within ten (10) working days of the completion of the probationary period.
- 7.09 **Lost Time Billing**
- 7.09.01 Except as provided for in Article 7.01, and in conjunction with Article 7.03, the Union will bear the cost for all time lost for Union members and Officers, as authorized by the Union Chairperson, while participating in recognized Union activities this will include but is not limited to; Union conventions; executive meetings; meetings to conduct internal Union business; arbitration.
- 7.09.02 The Union shall be billed for the time lost except in those cases where the Company has agreed to absorb the cost. In either case, the employees involved are not debited or removed from the payroll and the time billed will be the actual scheduled time off at the employee's regular rate of pay, plus a flat rate of 10% to cover payroll related benefits, paid by the Company.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Any complaint or grievance arising from the administration, application or interpretation of this Agreement shall be resolved in the following manner:
- 8.02 **Step 1**
- 8.02.01 By conference between the employee(s) and the Supervisor. The employee(s) may have a Committee Person and/or Union Chairperson present at this conference. No grievance shall be considered if such conference has not taken place either within five (5) working days of the time the grievance occurred or originated, or within five (5) working days of the time the employee(s) had an opportunity to become aware of such circumstance.

- 8.03 Step 2**
- 8.03.01** If the Supervisor's reply is not satisfactory or is not received within five (5) working days, the employees may state their grievance, in writing on the prescribed form. The Union shall present the grievance to the Supervisor with such explanation as may be necessary for proper understanding of the matter. The Supervisor shall have five (5) working days to reply in writing to the Union.
- 8.04 Step 3**
- 8.04.01** If no reply is received within the above time limit or if the reply received in Step 2 is not satisfactory, the Union may present the grievance, in writing, to the duly authorized representative of the Company within five (5) working days. Within five (5) working days of receipt of a grievance at the Step 3 level, the Company shall convene a meeting of the Union and Company representatives and the matter shall be discussed. The Company shall have five (5) working days from the close of such meeting to reply in writing.
- 8.04.02** In the event the Company lodges a grievance at the third step, the Union and Company will convene a meeting. The Union shall have five (5) working days from the close of such meeting to reply in writing.
- 8.04.03** If no meeting is scheduled or if no reply is received or if the reply is not satisfactory, the matter may be referred to arbitration.
- 8.04.04** Distribution of the reply at Step 3 shall include the Union Chairperson, Department Committee Person, Grievor(s) and Union National Office.
- 8.05 Special Grievances**
- 8.05.01** Grievances may also be initiated by the Union at the Step 2 or Step 3 level, as appropriate, when such grievance is too large in scope to be processed reasonably as an individual employee grievance.
- 8.06 Time Limits**
- 8.06.01** Time limits which are defined in "Working Days" shall be construed as specifically excluding Saturdays, Sundays and Plant holidays. Any extension to the time limits prescribed by this Article 8 must be agreed to in writing by the conferring parties.

ARTICLE 9 - DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES

- 9.01 This Article is to provide for the procedures relating to disciplinary and discharge action and the prompt handling of appeals.
- 9.02 No employee with seniority shall be disciplined or discharged except for just cause.
- 9.03 Disciplinary or discharge action will not be initiated without prior discussion with the employee. At the commencement of any discussion, the employee will be advised of: their right to have a Union representative present and the alleged cause for Company disciplinary action.
- 9.03.01 The provisions of Article 9.03 will not preclude the Company from initiating disciplinary or discharge action pursuant to Article 9.04 without such prior discussion in those instances where the employee is not reasonably available.
- 9.04 The Company may also initiate disciplinary action up to and including discharge without the prior discussion provided for in Article 9.03 if an employee fails to provide a reasonable cause for a period of absence from work within three (3) working days from the start of such absence, or if an employee fails to return from a leave of absence. In such cases the employee shall have five (5) working days after having received the notice of discipline to initiate an appeal or in any event, within fourteen (14) calendar days after the notice of discipline has been sent and copied to the Union Chairperson.
- 9.05 If the Company considers it undesirable that an employee should be allowed to remain on Company premises, the Company may suspend that employee for the balance of the shift without pay. If the circumstances which caused the suspension were such as to cause concern for the security of the Company, or its employees, then this suspension may be extended for a maximum of two additional days.
- 9.06 When disciplinary action such as a disciplinary letter or suspension without pay is taken, the employee shall be advised in writing and the advice shall also inform the employee of the reason(s) for such action.
- 9.07 Except as provided for in Article 9.05, implementation of a suspension without pay shall be withheld until all appeal procedures have concluded.
- 9.08 When disciplinary action is in the form of discharge, the employee will be advised that they are suspended pending discharge without pay and the advice shall also inform the employee of the reason(s) for such action. The discharge will take effect when all appeal procedures have concluded.

- 9.09 Each appeal must be lodged, in writing, to the appropriate representative of the Company within five (5) working days of receipt of the advice to discipline or discharge. An appeal against suspension without pay or discharge shall commence at Step 3 of the grievance procedure and other appeals shall commence at Step 2.
- 9.10 All correspondence under this Article shall be copied to the employee and the Union Chairperson and shall be removed from all personal records of the employee no later than one (1) year from the date of issue unless other such correspondence has been placed on the record during that year. In no case, however, will correspondence of a disciplinary nature be retained for more than two (2) years from date of issue. In the event that discipline or discharge is modified through the appeal or arbitration procedures, the original advice will be removed and replaced with the final decision.
- 9.11 When correspondence of a disciplinary nature is removed from the employee's personal record, the circumstances that led to the discipline shall not be referred to in relation to any subsequent disciplinary action.
- 9.12 Time limits which are defined in "working days" shall be construed as specifically excluding Saturdays, Sundays and Plant Holidays. Any extension to the time limits prescribed in this Article 9 must be agreed to in writing by the conferring parties.

ARTICLE 10 - ARBITRATION

- 10.01 Any dispute not settled in Articles 8 or 9 may be submitted to arbitration and hearings shall be held and decisions rendered under the provisions herein set forth.
- 10.02 The party requesting arbitration will ~~serve~~ serve notice of intent to arbitrate to the other party within thirty (30) calendar days of the disposition of the matter at ~~the~~ the final level of the grievance procedure.
- 10.03 The following panel of arbitrators has been mutually agreed to by the parties. The panel will not exceed six (6) arbitrators and will be reviewed annually at the first Union/Management meeting; however, vacancies shall be filled by agreement as they occur.

Brandt, G.J.
Brown, H.D.
McDowell, R.O.
Palmer, Professor E.E.
Rayner, Dean W.B.
Roberts, R.J.

- 10.04 In the event no mutually agreed to arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour for Ontario to appoint one for each case.
- 10.05 An arbitrator shall be selected from the mutually agreed to panel in the following manner. Each arbitrator will be called upon to act on a rotation basis. The arbitrator will be contacted to determine their availability during the sixty (60) calendar days following date of notice of intent to arbitrate. If the arbitrator is not available within the above sixty (60) days, but is available at a later date, the parties may agree to accept a later date or proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event that no mutually acceptable date is agreed, the first available arbitrator shall be used.
- 10.06 The arbitrator shall hear and determine the difference and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 10.07 The arbitrator shall not make any decision inconsistent with the provisions of the Agreement, nor shall they add to, alter, modify or amend any part of this Agreement.
- 10.08 The Company and the Union shall share equally the costs of the arbitrator.

ARTICLE 11 - PROBATION

- 11.01 The first ninety (90) calendar days of employment shall, for each new probationary employee and any probationary employee hired after a break in continuous service, be considered a probationary period during which time the Company may terminate their employment for cause.
- 11.02 In the event that a probationary employee remains off work in excess of seven (7) calendar days, their probationary period will be held in abeyance until their return to work or are otherwise terminated. A probationary employee unable to perform their regular duties, because of illness or injury in excess of seven (7) calendar days will have their probationary period extended by the duration of any job modifications. ||
- 11.03 Seniority provisions of this Agreement shall not apply to any probationary employee until after that person's probationary period is completed.

11.04 After completing the probationary period, the seniority of such employees shall date from the date of hiring or rehiring as the case may be.

ARTICLE 12 - SENIORITY

12.01 The parties hereto recognize that employees are entitled to an equitable measure of security based upon length of continuous service in the bargaining unit. Seniority shall be on a plant wide basis, subject to the provisions of this Article 12 and Articles 13 and 14.

12.02 After completing the probationary period, the seniority shall date from the hiring or rehiring date into a classification covered by this Agreement, subject to Article 11.04.

12.03 In cases where employees are hired on the same day, the sequence on the seniority list shall be determined by lot as established by the Company and the Union.

12.04 Seniority shall be retained and accrued during absences, as follows:

- .01 Due to layoff subject to Article 12.06.03
- .02 Sickness or Accident without prejudicing the Company's ability to take action for innocent absenteeism.
- .03 Authorized leave of absence subject to Article 15.01.01
- .04 Suspension without pay
- .05 Strike or lockout

12.05 An employee who accepts a job with the Company not covered by the Agreement shall retain but not accrue seniority for a period of one (1) year.

12.05.01 Employees shall lose seniority and their names shall be removed from the seniority list when appointed to a job within the Company but outside the Agreement for a period of more than one (1) year.

12.05.02 In the event the Company wishes to reassign a person retaining seniority into a position covered by this Agreement and such reassignment would affect the seniority rights of an employee(s) covered by this Agreement, the Company shall first obtain the agreement of the Union.

- 12.06 Seniority will be considered lost and an employee shall be deemed terminated from employment for the following reasons:
- .01 When an employee voluntarily terminates their employment.
 - .02 When discharged for cause.
 - .03 When laid off from the plant for a continuous period of time equal to their accumulated seniority, rounded up to the next highest month, up to a maximum of two (2) years.
 - .04 When retired with or without pension in accordance with current legislative regulations.
- 12.07 Seniority List - shall be prepared, corrected, amended and published in the following manner:
- 12.07.01 Not later than April 15, July 15, October 15 and January 15 of each year the Company shall prepare and post the complete seniority list. The list shall remain open for requests for corrections for the balance of the calendar month in which it is posted.
- 12.07.02 It shall be the sole responsibility of each individual employee to examine and make written request for correction during the period described in Article 12.07.01.
- 12.07.03 All requests for corrections shall be actioned and finalized by the Company after consultation with the Union so that the amended list may be posted by May 15, August 15, November 15 or February 15, respectively.
- 12.07.04 An employee, whose seniority date is amended pursuant to Article 12.04.03 or 12.05 and this Article 12.07 and the amended date is the same as any other employee(s), shall be sequenced in accordance with Article 12.03.

ARTICLE 13 - VACANCIES AND JOB POSTING

- 13.01 **Filling of Vacancies**
- 13.01.01 A permanent job is defined as one of indeterminate duration.
- 13.01.02 A temporary job is defined as one of finite duration, not to exceed nine (9) calendar months.
- 13.01.03 in all job vacancies within the bargaining unit, including promotions and new positions, where skill and ability to perform the job under consideration are equal, seniority shall prevail.

- 13.01.04 Except as provided for in Article 13.01.08, in the application of Article 13.01.03, skill and ability shall be established by time served in the posted job in a permanent or temporary capacity, and employees who have accrued entitlement to the highest wage rate for the posted job, or employees who are within three (3) months of service of each other in the posted job shall be considered to have achieved an equal level of skill and ability.
- 13.01.05 Deleted
- 13.01.06 Except that in the filling of vacancies in the classification of Manufacturing Operator, applicants who have acquired six month's service in the classification of Racking Operator shall be considered to have skills and ability that will serve as a three (3) month and one (1) day time served credit in the selection process for such vacancies.
- 13.01.07 Deleted
- 13.01.08 In all vacancies in the Maintenance Department where a trade qualification is required, employees possessing the necessary qualification(s) shall be deemed to have achieved an equal level of skill and ability.
- 13.01.09 It is intended that Manufacturing Operators have the skills necessary to perform the Racking Operator and Manufacturing Helper duties. In addition, Racking Operators must also have the ability to perform the Manufacturing Helper duties. Appropriate training will, if necessary, be arranged to ensure these levels of skill are current and this training will supersede the conditions as set out in Article 13.05.08.
- 13.02 **Notice of Vacancies**
- 13.02.01 Subject to Article 14.02, notices of vacancies will be posted on the bulletin board for a period of four (4) working days prior to any appointment of such job, and copied to the Union Chairperson. If posted prior to twelve noon, that day counts as day one of the posting period. If posted after twelve noon, then that day will not be counted.
- 13.02.02 Employees will make their application in writing no later than noon of the fourth working day following the day the notice is posted.
- 13.02.03 The successful applicant will be notified within three (3) working days after the job vacancy notice is closed and the employee will indicate acceptance or rejection, in writing on the prescribed form, within twenty-four (24) hours of notification. The successful applicant will be placed in the new job within ten (10) working days after acceptance, unless special circumstances warrant a legitimate placement delay and such longer periods will be mutually agreed to between the Company and the Union. In the event there are two (2) or more successful applicants for

a job vacancy requiring more than one person, they shall be transferred in order of seniority.

13.02.04 The Company will make available to all employees a form, to indicate the employee's interests in job postings which come up during absence for reasons of lay off, sickness, injury, leave of absence, seven day operations, or vacation. A maximum of four (4) positions will be eligible on this form at any one time. These forms will be retained in the Human Resources department and are subject to addition or deletion by the employee concerned.

In such an instance the Company will inform the potentially successful applicant by telegram or courier with the job offer to confirm their continued interest and acceptance to the job; provided such contact can be concluded within the period as designated under Article 13.02.03. The onus to submit the forms indicating the potential interest in specific job openings rests with the employee.

Employees on extended personal leaves of absence will only be notified for new positions that are posted within 4 weeks of their return date.

13.02.05 The foregoing posting procedure will apply equally to all permanent jobs and all temporary jobs which are known or expected to exceed four (4) weeks subject to Article 13.05.01. In the case of a temporary job, the Company will include in the notice the expected duration of the job.

13.03 **Qualifying**

13.03.01 An employee bidding for, and being accepted into another classification which has added technical and product features requiring greater skill and abilities to perform than their previous job shall be given ninety (90) calendar days to comply with the normal requirements of the job. During this period, the employee shall be given proper supervision and information, including being made aware of the peculiarities in job materials and equipment. If, in the opinion of the Company, an employee is unsuitable to the job within the ninety (90) calendar day period, the Company shall meet with the employee together with the Union and will give sufficient reason to demonstrate such unsuitability, prior to returning the employee to their previous job.

13.03.02 An employee who expresses a desire to leave a job they have attained through the posting procedure shall so advise the Company within thirty (30) calendar days of assuming the job and on forms provided by the Company, copied to the Union Chairperson. The employee shall be returned to their previous job and shall be restricted from applying for another job for a period of six (6) months following the date of their return unless the employee bidding out of a job that was obtained as a result of a subsequent layoff. The six (6) month freeze applies to an

employee bidding into the same classification that had previously been abandoned.

- 13.03.03 When an employee is returned to a job in accordance with Article 13.03.01 or Article 13.03.02, any job promotions which resulted from the employee's previously vacated job will be nullified and affected employees will be returned to their previous jobs. No credit shall be given for any time served in the posted job.
- 13.03.04 An employee who is awarded a permanent job through the posting procedure can not apply for another vacancy until six (6) months have elapsed since starting their new job, except in the case of discontinuance of the job and in the case of vacancies within the same department. This restriction will not apply if the employee is bidding out of a job which was obtained as a result of the layoff procedure.
- 13.03.05 An employee who is restricted from applying for a posting as per Article 13.03.04 can apply for a posted job on the basis that their application will only be considered if there are no other successful employee bids for such postings.
- 13.03.06 An employee who is returned to their previous job in accordance with Article 13.03.01 cannot apply for a job, either permanent or temporary, in the classification from which they have been returned until twelve (12) months have elapsed since their return.
- 13.04 **Wage Protection**
- 13.04.01 Employees who are awarded a job through the job posting procedure shall commence at the three (3) month wage level except that, employees who have attained a higher level in accordance with Article 13.04.02 shall commence at the level they have attained.
- 13.04.02 Employees shall accrue time towards wage increments for all time worked in a permanent or temporary job obtained through the job posting procedure or through the layoff procedure.
- 13.04.03 An employee who satisfactorily performs the functions of a higher rated job for a period of four (4) consecutive weeks and is subsequently returned to a lower rated job shall not be paid less than the top rate of the Lower rated job, provided that such lower rated job is within the same operating department.
- 13.05 **Temporary Assignments**
- 13.05.01 Vacancies of less than four (4) weeks or of such longer period as may be mutually agreed to by the Company and the Union shall be considered to be temporary assignments and will not be posted.

- 13.05.02 The Company shall offer temporary assignments in order of plant seniority, and without impeding production, to available employees who are able to perform the duties of the vacant position. In the event there are no qualified volunteers who accept the offer of a temporary assignment, the Company will schedule the junior employee(s). The Company will not be required to alter the posted schedule to facilitate the assignment. Employee(s) will only be available for temporary assignment under this clause, provided an overtime situation is not created in the employee's regular assignment as a result of the temporary assignment. The only exception to this situation is when no other qualified employee from the classification is available and work is needed in a particular area.
- 13.05.03 Assignments which are not production or function oriented will be offered in order of seniority, in the classification in which the opportunities arise.
- 13.05.04 Employees who are temporarily assigned to another job shall not lose the rate of pay that would have been due to them in their regular occupation as a result of such assignment but, if assigned to a higher rated job, shall receive the higher rate providing they perform the functions of the job.
- 13.05.05 At the termination of any temporary assignment, employees will be returned to their previous job.
- 13.05.06 The Union Chairperson shall be advised in writing of all temporary assignments which will exceed three (3) working days.
- 13.05.07 In order to meet variable production demands within the Finishing Department, including Slitter and Rewind/Centrefolder, employees may be assigned to another classification within their department which they are able to perform. This temporary assignment will be on the same shift and will not exceed a period of two (2) working days. Temporary assignments within the department which are believed to last longer than two (2) working days will be offered in accordance with Article 13.05.02.
- 13.05.08 Training opportunities would be offered by seniority to employees within a department. These assignments would be voluntary and not exceed four (4) weeks or such longer period as may be mutually agreed to by the Company and the Union.
- 13.05.09 Training opportunities outside of the employee's department will only be done by seniority through the job posting procedure.
- 13.05.10 In the application of Article 13.05.01 and 13.05.08, no credit will be given for time served.

ARTICLE 14 - REDUCTIONS IN THE WORK FORCE LAYOFF RECALL

14.01 Reduction In the Work Force

14.01.01 In the event that a reduction of the work force is required, the Company agrees to effect such reduction in the classification involved in inverse order of seniority, commencing in the lowest wage level where an employee exists. Except that, where **two (2)** or more employees are at the same wage level or where, an employee is within six (6) months of service in the classification of an employee in a higher wage level and has attained three (3) months service in that classification, plant seniority shall apply. Where competing employees have attained the maximum job rate, plant seniority shall be the only consideration.

14.01.02 The Company shall give affected employees not less than thirteen (13) working days notice in writing, unless the reduction results from circumstances beyond the control of the Company. Notices shall be given by classification affected and will be limited in number to the net reduction required in the particular classification.

14.01.03 Employees who are given notice that they are affected by a reduction in the work force shall, within three (3) working days advise the Company which of the following options they have chosen:

- a) accept layoff and await Recall and/or Job Posting opportunities,
- b) bump an employee with less seniority in any equal or lower rated job Classification if previous satisfactory performance in the job under consideration, or in a job with transferable skills, can be shown,
- c) bump an employee with less seniority in any higher rated job Classification provided the employee has satisfactorily performed the higher rated job previously on a permanent basis,
- d) bump an employee with less seniority in any of the following job Classifications:

Janitor
Warehouse/Labour
Carton Machine Operator
Packaging Operator
Machine Assistant
Side Seal Assistant

- e) in the event an employee is unable to exercise their seniority in accordance with b), c) or d) above, the employee may bump the junior employee in the plant. Where the junior employee in the plant is in a job requiring trade qualifications not possessed by the bumping employee, the employee may bump the next junior employee in a job not requiring trade qualifications.
- 14.01.04 An employee exercising seniority rights under 14.01.03(b) or 14.01.03(c) or 14.01.03(e) must meet the normal requirements of the job within fifteen (15) working days from the date of transfer. Ample opportunity must be given to comply with normal job requirements, including supervision, information, familiarization with the equipment and department.
- 14.02 **Recall**
- 14.02.01 An employee who has been displaced from a classification due to a reduction in the work force shall have automatic recall rights to any vacancy in the classification they held as a result of obtaining a permanent job posting. Such rights shall extend for the period as calculated in accordance with Article 12.06.03 or until the employee accepts a permanent position in another classification, whichever is the lesser period.
- 14.02.02 The Company shall offer vacancies in order of seniority to employees holding recall rights in accordance with Article 14.02.01 subject to Article 14.02.06, prior to posting a notice of job vacancies.
- 14.02.03 An employee offered a vacancy in accordance with Article 14.02.02 shall signify acceptance or declination in writing. Failure to accept an offer, when another employee is holding recall rights to that classification, shall result in the employee being laid off from the plant with recall rights. Such rights shall extend for the balance of the period remaining as calculated in accordance with Article 12.06.03. Except that, an employee who is unable to accept an offer due to extenuating circumstances will be subject to discussion between the Company and the Union.
- 14.02.04 An employee who is laid off from the plant shall have automatic recall rights to any vacancy in the last classification they held as a result of obtaining a permanent job posting. Such rights shall extend for the period as calculated in accordance with Article 12.06.03 or until the employee accepts a permanent position in another classification, whichever is the lesser period.
- 14.02.05 Employees who are laid off from the plant shall advise the Personnel Department of the Company of their address and telephone number and any changes thereto.

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- 14.02.06 The Company shall offer vacancies in order of seniority to employees laid off from the plant with recall rights in accordance with Article 14.02.04, subject to Article 14.02.02, prior to posting a notice of job vacancies.
- 14.02.07 Employees rights of recall to the plant are not affected in any case where recall refusal is to a position which would be of a temporary nature, as defined by Article 13.05.
- 14.02.08 Employees who are laid off from the plant shall have the right to refuse to bid on any job in a classification other than that to which they have recall rights.
- 14.02.09 Employees on layoff from the plant shall be recalled by telegram or registered letter and shall notify the Company of their intent to accept the recall within three (3) working days after having received the notice or in any event, within fourteen (14) calendar days after the notice of recall has been sent and copied to the Union Chairperson.
- 14.02.10 Recalled employees shall return to work within a maximum of fourteen (14) calendar days of receipt of notice or in any event, within twenty-one (21) calendar days after the notice of recall has been sent.
- 14.02.11 Employees who fail to comply with Articles 14.02.09 or 14.02.10 shall be considered to have voluntarily terminated their employment.
- 14.02.12 Employees returned from layoff will be guaranteed a minimum of forty (40) hours of work.
- 14.03 Wage Protection
- 14.03.01 Employees who bump in accordance with Article 14.01.03 b), d) or e) shall be paid at the three (3) month level or at the level attained by previous time on the job, whichever is the higher rate.
- 14.03.02 Employees who bump in accordance with Article 14.01.03 c) shall be paid at the level attained by previous time on the job.
- 14.03.03 Employees who satisfactorily perform the functions of a higher rated job for a period of four (4) consecutive weeks and are subsequently returned to a lower rated job shall not be paid less than the top rate of the lower rated job, provided that such lower rated job is within the same operating department.
- 14.03.04 Upon being returned to their original job, employees who have reached a skill and through being downgraded have suffered a loss of pay by being transferred to a lower rated job, shall immediately receive the job rate for the level previously attained. The foregoing is subject to the employee performing the functions of the original job for at least a full

shift, except in cases where a machine is being set up for production, in which case they will receive a higher rate for the hours actually worked on the higher rated job.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 Leave of Absence • Personal
- 15.01.01 The Company may grant a leave of absence without pay to an employee for legitimate personal reasons and shall give serious consideration to emergency requests where proof of the emergency is provided by the employee. An employee who is absent with written permission shall not be considered to be laid off seniority shall continue to accrue for one (1) year and all accrued seniority shall be retained.
- 15.02 Leave of Absence • Pregnancy
- 15.02.01 The Company will grant a leave of absence without pay because of her pregnancy for up to seventeen weeks.
- 15.02.02 The employee shall provide at least two weeks notice prior to commencing the leave unless the employee stops working because of complications caused by the pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- 15.02.03 At least two weeks prior to the end of her Pregnancy Leave the employee will advise the Company of her intent to return to work and the date of her return or of her intent to take Parental Leave in accordance with Article 15.03.
- 15.02.04 Employees on Pregnancy Leave shall retain and accrue seniority and shall be returned to the job held prior to the commencement of the leave, subject to Articles 13 or 14.
- 15.03 Leave of Absence • Parental
- 15.03.01 A leave of absence without pay shall be granted to employees who are the parent of a child in accordance with the following.
- 15.03.02 Any leave of absence granted under the provisions of this Article 15.03 shall not exceed thirty-five (35) weeks per employee.
- 15.03.03 Commencement of Parental Leave shall be in accordance with the following and as the employee elects.

- 15.03.03.01 Female Employee
- The leave shall commence,
- a) on the expiration of a Leave of Absence taken by her under the provisions of Article 15.02, or
 - b) on the day the child is born, **of**
 - c) on the day the child comes into her actual care and custody.
- 15.03.03.02 Male Employee
- The** leave shall commence,
- a) on the expiration of a Leave of Absence taken by a female employee under the provisions of Article 15.02 or 15.03, or
 - b) on the day the child is born, or
 - c) on the day the child **comes** into his actual care and custody.
- 15.03.04 Employees shall advise the Company of their intent to take Parental Leave together with the length of such leave at least two (2) weeks prior to its commencement unless the employee stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected.
- 15.03.05 Employees on Parental Leave shall retain and accrue seniority and shall be returned to the **job** held prior to the commencement **of** the leave, subject to Articles 13 or 14.
- 15.03.06 It shall be the responsibility of each employee **to** provide as much notice as possible to the Company, in writing, indicating the approximate commencement and termination date of the leave.
- 15.03.07 Seniority shall be retained and accrued during such leave.
- 15.04 **Leave of Absence - Union Business**
- 15.04.01 A maximum of one (1) employee, who is elected or appointed by the Union **to** carry out authorized business of the Union on a continuous full-time basis for a maximum of three (3) years shall be granted a leave **of** absence without pay for this purpose. The Union shall advise the Company of the name of such employee and the term of such leave. **The** Union shall repay the Company **for** the Company's costs incurred in the Employee Benefit Plans and the employee shall continue to pay their contributions directly to the Company for each Benefit Plan that is continued.

Seniority shall be retained and accrued during such leave.

15.04.02 **Paid Education Leave**

- a) The Company will pay into a special fund, an annual sum of money as mutually agreed to by the Company and the Union. Effective January 1, 1999 this amount will be increased from \$6500 to \$7000.
- b) The fund shall provide for paid education leave for members of the bargaining unit for the purpose of upgrading skills in all aspects of trade union functions.
- c) Employees selected by the Union will be granted a leave of absence for twenty (20) days of class time, plus travel time where necessary, which may be intermittent over a twelve (12) month period. During such leave of absence, employees shall continue to accrue seniority and benefits.
- d) The Union will provide an annual statement to the Company detailing utilization of the fund on behalf of members of the bargaining unit.

15.05 **Bereavement Leave**

In the event of a death in the immediate family, an employee shall be entitled to:

- a) Five (5) consecutive scheduled shifts leave with pay in the case of spouse (including common-law spouse), child and parent (including step-parent and foster parent).
- b) Three (3) consecutive scheduled shifts leave with pay in the case of parents of spouse, sister, brother, grandchild and legal guardian.
- c) Two (2) scheduled shifts leave with pay in the case of brother or sister of spouse, spouse of sister or brother and grandparents.
- d) One scheduled shift with pay for grandparent of spouse.

Payment will also be granted if the employee is on vacation when the bereavement occurs and vacation has to be rescheduled.

15.06 **Court Appearances**

15.06.01 An employee who is required to serve as a juror or subpoenaed witness, shall receive the difference between their normal earnings and

the amount paid in connection with such service less expense allowances. The employee should notify the Company as soon as possible after receipt of notice to appear. The Company may require the employee to furnish a certificate of service from an *officer* of the court before making payment under this Article.

15.07 Return from Leaves of Absence

15.07.01 An employee returning from any leave of absence will be returned to the permanent job they had at the time the leave commenced, subject to Articles 13 or 14.

ARTICLE 16 - SCHEDULES

16.01 Attached to and forming part of this Agreement are the following schedules:

Schedule A - Hours of Work, Lunch and Break Periods, Shift Premiums, Overtime Provisions, Reporting, Call-in Pay

Schedule B - Job Classifications and Rates

Schedule C - Holidays and Vacations

Schedule D - Employee Benefit Plans

Schedule E - Seven Day Operations

Schedule F - Skilled Trades

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 Technological Change shall be defined as the introduction of new equipment, any change to existing equipment, materials, product, methods or work design which results in an immediate reduction in the number of employees in a classification covered by the Agreement.

17.02 The Company shall provide the Union with as much notice as possible prior to the institution of such change together with full information regarding the change so that the effect on the bargaining unit may be determined. This information shall include:

- a) The nature of the change,
- b) The date on which the Company proposes to effect the change,
- c) The classification(s) and estimated number of employees likely to be affected by the change.
- d) The effects the change may be expected to have on the employees' working conditions and any other pertinent data relating to the anticipated effects on employees.

17.03 Employees who are displaced from their job as a result of the introduction of Technological Change shall exercise their seniority rights in accordance with Article 14 and shall be provided with any necessary training for existing jobs and for any new jobs created by the Technological Change. In the application of this Article, employees who are displaced, directly, by the introduction of any Technological Change shall have preference to any new jobs created.

17.04 Prior to the introduction of new equipment, responsibilities or classifications not covered by this Agreement, the Company shall advise the Union together with the proposed rate of pay. The proposed rate of pay shall become effective on the introduction of the new equipment, responsibilities, or classifications, but in the case of new equipment or responsibilities shall not reduce the pay in an existing classification. Within ninety (90) calendar days of the new equipment being put into operation or new responsibilities or classifications being put into effect, the Company shall advise the Union of the final rate. If the final rate is greater than the originally proposed rate, it shall be fully retroactive to the date the proposed rate went into effect. If the final rate is less than the originally proposed rate, it shall become effective with the next pay period.

17.05 Any dispute with the rates set under the terms of Article 17.04 shall be discussed by the Company and the Union. If no agreement is reached, the matter may be processed in accordance with Article 8.05.01.

17.06 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required.

It is agreed that the employees affected by the introduction of new technologies should have the opportunity to apply themselves to the new skills and new technology; and the Company will supply the appropriate training.

Senior employees, both Production and Skilled Trades who have the basic knowledge and ability to be trained, will be given preference under this clause.

ARTICLE 18 - HEALTH AND SAFETY

18.01 **The Union acknowledges that there exists a joint responsibility for the maintenance of health, safety, cleanliness and sanitary rules. The Company has the responsibility of providing the cleaning and janitor service, proper receptacles, tool racks and other necessary safety and sanitary facilities. The employees have the responsibility of keeping their Immediate work area clean of waste, papers and other refuse, and their equipment clean and tidy.**

- 18.02 a) The Company shall make all reasonable provisions for the safety and health of the employees during working hours. Approved protective devices and other equipment deemed necessary by the Company to properly protect employees from bodily harm shall be provided by the Company, in accordance with the practices now prevailing in each separate department. The Union acknowledges that improper use or failure to use such devices when provided or to abide by Company safety rules, could be cause for disciplinary procedure.
- b) Employees will be provided by the Company with either two pair of coveralls, or two smocks, or two T-Shirts and pants, or two workshirts and pants per calendar year as protective clothing to be cleaned and maintained by employees.

18.03 **Health and Safety Committee**

18.03.01 The Company and the Union shall each appoint a representative from each department and, from amongst those representatives, a Company and Union Co-ordinator.

18.03.02 In addition to the duties and responsibilities provided for under health and safety legislation the Committee shall:

- a) Promote compliance with pertinent legislation.
- b) Tour the plant to identify potential hazards and complaints.
- c) Investigate all accidents and complaints and provide a monthly summary to the Company and the Union Chairperson.
- d) Meet at least once each month to review findings and make recommendations on the elimination of health and safety hazards.
- e) Structure health and safety training programs for employees and management.

- f) Participate in investigations pertaining to health and safety including any consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters.
 - g) Monitor programs, measures and procedures related to health and safety.
- 18.03.03 The Union Health and Safety Co-ordinator will be provided with time off with pay up to a maximum of forty (40) hours each year for the purpose of receiving health and safety training.
- In addition to the Union Co-Chairman, members of the Health & Safety Committee will be eligible for 40 hours safety training with pay during the life of the current collective agreement. Training specified will be mutually agreed to between the Company and Union Co-chairs. Training will be conducted subject to production requirements.
- 18.04 **Health and Safety Training**
- 18.04.01 All employees, as well as persons hired into jobs in the plant, shall receive instruction for the job which shall be provided by an experienced person and adequate to safeguard the health and safety of themselves and other employees as well as the equipment.
- 18.04.02 The ECLU requires all operators of this equipment to be certified or recertified on a regular basis. Any employee designated by the Company to help monitor other employees during the certification process will receive their normal rate of pay plus thirty (30) cents per hour premium.
- 18.05 Access to the Workplace
- 18.05.01 Professionally and technically qualified personnel who are consulted on health and safety matters and Health and Safety Representatives of the National Union may request access to the plant. The Company shall not deny such requests unreasonably.
- 18.06 **Safety Shoes**
- 18.06.01 The Company will subsidize the purchase of safety shoes to a maximum of one hundred and ten dollars (\$110.00) per calendar year, per employee. The unused portion of the subsidy will be allowed to accumulate indefinitely. Effective January 1, 2002, the yearly safety shoe allowance is increased to \$120.00; effective January 1, 2003 it is increased to \$125.00, and effective January 1, 2004 it is increased to \$130.00.

- 18.07 **Medical Examinations**
- 18.07.01 In the event government health regulations require employees directly involved with radiation equipment to have periodic examinations, the examination arrangements will be made by the Company for a mutually acceptable time and physician. Payment to attend this examination will be up to four (4) hours pay at the employee's basic hourly rate.
- 18.08 **Placement of Sick and Injured Employees**
- 18.08.01 The Company and the Union agree to follow the Modified Work Program as agreed to and registered with the Ontario W.S.I.B., in the return to work of sick or injured employees.
- 18.08.02 The Modified Work Committee shall be used to assist employees back into the workforce after an absence from work due to injury or illness. The Committee shall ensure that the established procedures regarding modified duties are adhered to and applied in a fair and consistent manner in an effort to find meaningful and productive work for both the Company and the employee.
- 18.09 The parties agree to abide with the Occupational Health and Safety Act as in effect January 1, 1996, save and except all sections that become unenforceable such as fines, penalties, etc. In the event that certain responsibilities under the Act currently enforced by Ministry of Labour Inspectors are withdrawn from the Act; those responsibilities will be taken over by designated "Certified Representatives" or their alternates from within the Joint Health and Safety Committee.

ARTICLE 19 - GENERAL

- 19.01 **Union-Management Meetings**
- 19.01.01 Meetings will be held monthly to promote better communication and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiently and to provide for advance discussion of changes affecting the work or working conditions of employees. Dates for such meetings will be established by mutual agreement and minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

19.02 **Employees Records**

19.02.01 The Company will advise the Union Chairperson of changes to the Employee Records Privacy Policy and will advise new employees of its existence.

19.02.02 In the event the Company uses any employee's individual personnel records to support disciplinary or discharge action, a copy of such records will be given to the employee at the discussion provided for in Article 9.03. This article specifically excludes access to any internal Company correspondence; such correspondence, however, shall not form part of an employee's disciplinary record.

19.02.03 The Company will provide the Union with advise of any change of members' addresses it receives.

19.03 **Employee Identification**

19.03.01 Employees shall carry the Identification Key Card on their person while on Company premises. Probationary employees hired into a job covered by the Collective Agreement will be required to attach the Identification Key Card on their person in clear view for the first ninety (90) calendar days of employment.


ARTICLE 20 - TERM OF AGREEMENT

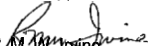
20.01 This Agreement shall continue in full force and effect from June 16, 2001 until June 12, 2004, and thereafter from year to year, unless either party serves the other written notice of its desire to amend the Agreement within ninety (90) days prior to the expiry date of the Agreement, or the corresponding date of any year thereafter.

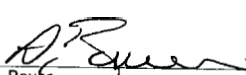
20.02 In the event of such written notice of a proposed new Agreement or amendments to this Agreement, negotiations shall commence within ten (10) calendar days of receipt of such notice or within such longer period as may be mutually agreed.


For: Cryovac, A Division of
Sealed Air (Canada) Inc.


For: CAW-Canada and
its Local 252



A. L. Whipp


R. M. W. Irvine

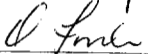

A. Bauer


T. Rutledge

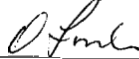

D. Morton



S. Johl

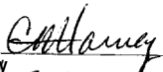

A. Harvey



O. Forde

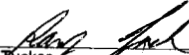
Union Bargaining Committee


O. Forde



S. Johl


A. Harvey


R. Singh


R. Zucker


E. Dunkley


E. Stevenson

SCHEDULE " A
HOURS OF WORK, LUNCH AND BREAK PERIODS,
SHIFT PREMIUMS, OVERTIME PROVISIONS,
REPORTING, CALL-IN PAY

- A.01 **Hours of Work**
- A.01.01 The parties recognize that there may be a requirement to institute new shifts or to make such changes in hours as are required by the Company's operations. Should such a situation arise, the parties will meet and earnestly endeavour to mutually agree upon such new shifts or changes in hours.
- A.01.02 Subject to Article A.01.01 above, shift schedules to be in effect during the course of this Agreement shall be as follows:
- (a) **Five-Day Production and Service Mechanic Shifts**
- Eight (8) hours per twenty-four (24) hour period, forty (40) hours per week, Monday through Friday (night shift Sunday through Thursday). Regular Sunday to Thursday shifts shall not begin before 11:00 p.m. Sunday night.
- (b) **Maintenance Day Shift**
- Eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- (c) **Warehouse Day Shift and Factory Janitors**
- Eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- (d) **Seven-Day Operation**
- As per Schedule E.
- A.01.03 The foregoing section is intended to define the hours of work for the purpose of calculating overtime and is not a guarantee or restriction on hours of work.
- A.01.04 An employee who reports for work on a scheduled shift, unless previously notified by the Company, shall receive a minimum of four (4) hours pay if no work is available for that day, unless such failure to provide work results from circumstances beyond the control of the Company. In the case of seven day operations employees shall receive a minimum of six (6) hours pay for reporting to work in accordance with the above circumstances.

- A.01.05** In all cases of absence in excess of five (5) working days, the onus shall fall upon the employee to determine the shift to which they have been assigned for their return date.
- A.01.06** There will be equal rotation of shifts among those employees who normally work such shifts.
- A.01.07** Start and stop times for shifts shall be as follows except where, in exceptional circumstances, the Company and Union agree to other times:
- (a) Three-Shift Operations
- | | | | |
|---------|------------------|---|-------------------|
| Shift 1 | 11:00 p.m. | - | 7:00 a.m. |
| Shift 2 | 7:00 a.m. | - | 3:00 p.m. |
| Shift 3 | 3:00 p.m. | - | 11:00 p.m. |
- (b) Two-Shift Production Operations
- | | | | |
|---------|------------------|---|-------------------|
| Shift 1 | 11:00 p.m. | - | 7:00 a.m. |
| Shift 2 | 6:45 a.m. | - | 2:45 p.m. |
| or | 7:00 a.m. | - | 3:00 p.m. |
| Shift 3 | 2:45 p.m. | - | 10:45 p.m. |
| or | 3:00 p.m. | - | 11:00 p.m. |
- (c) One-Shift Operations
- | | | | |
|----|------------------|---|------------------|
| | 6:45 a.m. | - | 2:45 p.m. |
| or | 7:00 a.m. | - | 3:00 p.m. |
- (d) Warehouse Day shift
- | | | | |
|----|------------------|---|------------------|
| | 7:00 a.m. | - | 3:00 p.m. |
| or | 8:00 a.m. | - | 4:00 p.m. |
| or | 9:00 a.m. | - | 5:00 p.m. |
| or | 10:00 a.m. | - | 6:00 p.m. |

The above shift times may operate concurrently and when implemented will normally be rotated.

- A.01.08 An employee may leave up to ten (10) minutes prior to the end of their shift providing that they have been properly relieved at their normal work station. The above early relief time will not be used in the calculation of premium rates.
- A.01.09 All scheduled shifts will be posted no later than the Wednesday prior to the week scheduled.
- A.02 Lunch and Break Periods
- A.02.01 A thirty (30) minute paid lunch period shall be granted in each shift to all employees.
- A.02.02 All employees shall be granted, and the Company shall pay for two (2) ten (10) minute break periods per shift. Employees on a seven-day operation of twelve (12) hour shifts will receive breaks in accordance with Article E.02.02.
- A.02.03 It is acknowledged that when the Company pays for lunch or break periods as outlined in Articles A.02.01 and A.02.02 above, these must be taken in such a manner that no impairment in production shall take place during such periods, except when authorized.
- A.02.04 Employees who are called back to work by their Supervisor will be reimbursed for purchased food which is ruined.
- A.02.05 Employees who agree to work overtime of two (2) hours or more duration with at least twenty-four (24) hours notice shall be granted and shall be paid for, a twenty (20) minute break at the end of their regular shift.
- A.02.06 Employees who agree to work overtime of two (2) hours or more duration with less than twenty-four (24) hours notice shall be granted and shall be paid for, a thirty (30) minute break at the end of their regular shift.
- A.02.07 Employees who work overtime of two or more hours duration, shall be paid a meal allowance of \$11.00, if they have not been notified of the overtime requirement prior to the end of their previously scheduled shift worked. The meal allowance does not apply to employees who are called-in or work overtime prior to their scheduled shift. The meal allowance, where applicable, shall be paid in addition to any paid meal break granted under the provisions of Article A.02.05 or Article A.02.06.
- A.02.08 Employees who are unable to take any paid meal break granted under the provisions of Article A.02.05 or Article A.02.06 shall be paid twenty (20) minutes or thirty (30) minutes, respectively, at the applicable overtime rate.

- A.03** Shifts
- A.03.01** A ~~first~~ (night) shift shall be any regular shift starting between 11:00 p.m. and 6:14 a.m., inclusive.
- A.03.02** A second (day) shift shall be any regular shift starting between 6:15 a.m. and ~~10:45~~ a.m., inclusive.
- A.03.03** A third (afternoon) shift shall be any regular shift starting between ~~10:46~~ a.m. and ~~10:59~~ p.m., inclusive.
- A.04** **Shift premiums** shall be paid as follows:
- A.04.01** First (night) shift – eighty-seven cents (~~87¢~~) per hour.
 Third (afternoon) shift – seventy-two cents (~~72¢~~) per hour.
 Effective June 10, 2002 shift premiums will be increased to:
 First (night) shift – eighty-nine cents (~~89¢~~) per hour.
 Third (afternoon) shift – seventy-four cents (74¢) per hour.
 Effective June 9, 2003 shift premiums will be increased to:
 First (night) shift – ninety-one cents (~~91¢~~) per hour.
 Third (afternoon) shift – seventy-six cents (76¢) per hour.
- A.04.02** The shift premium applicable to overtime and call-in shall be based on the start of the shift worked, or the start of the overtime/call-in, whichever is the greater premium.
- A.05** Overtime and Call-in
- A.05.01** **All** overtime and call-in shall be offered by authorized personnel.
- A.05.02** **All** work performed in *excess* of and in conjunction with a scheduled shift shall be considered to be overtime.
- A.05.03** All overtime shall be voluntary, unless sufficient qualified volunteers are not available to perform required operations. The burden of proof in establishing the necessity for overtime and the qualifications or lack of qualifications of employees shall be the Company's. If no qualified volunteers are available, the junior employee in the classification normally doing the work will be scheduled to work the overtime.
- A.05.04** The Company may schedule overtime up to eight (8) hours per employee in any one (1) week, including Saturdays. A minimum of two (2) working days notice will be given for all scheduled weekend overtime.
- A.05.05** It is recognized that certain operations must be continuously maintained in which ~~case~~ an employee must remain beyond the end of their scheduled shift until relief is provided. In any such case of unexpected absence the Supervisor shall make every effort to fill the vacancy as

quickly as possible by temporary assignment or any other means. Such operations are: Extrusion, Racking, Printing, Coating, Slitting, Blending and their specific service maintenance functions. This clause shall not compel a seven-day operation employee to remain beyond the completion of a twelve (12) hour shift.

- A.05.06 All work performed which is not in conjunction with a scheduled shift shall be considered to be a call-in.
- A.06 Overtime and Call-In **Distribution**
- A.06.01 To ensure an equitable distribution of opportunities for additional work, the following shall apply.
- A.06.02 **Distribution**
- A.06.02.01 Overtime shall be scheduled and offered to employees who are capable of performing the work (for skilled trades, refer to F.03.02.02) in the following order:
 - A.06.02.02 To employees in the classification who normally perform the work including employees in temporary jobs in the classification but excluding employees temporarily assigned to the classification.
 - A.06.02.03 To employees in the classification who do not normally perform the work including employees in temporary jobs in the classification but excluding employees temporarily assigned to the classification.
 - A.06.02.04 To employees temporarily assigned to the classification.
 - A.06.02.05 To employees in another classification in the Department including employees *in* temporary jobs in the Department and employees temporarily assigned to another classification in the Department.
 - A.06.02.06 To employees in another Department. ||
 - A.06.02.07 To probationary employees and students working in the classification. ||
 - A.06.02.08 To Probationary employees and students working in any other classification.
 - A.06.02.09 By changing the scheduled shift of an employee in the classification, as provided for in Article A.09.01.
 - A.06.02.10 By call-in in the order listed above, subject to Article A.06.04.02.
 - A.06.02.11 Employees who have exercised an option in accordance with Article A.06.03.03.

- A.06.02.12 Overtime and call-in shall be distributed in the order listed to the employee in each applicable category who has **the** least amount of overtime and call-in recorded at the time each opportunity is offered or scheduled. In **the** event the amount recorded is equal, **the** opportunity will **be** offered in order of seniority or scheduled in order of inverse seniority.
- A.06.03 **Recording**
- A.06.03.01 The overtime equalization will start January 1, and then December 31 of each year. At December 31, the employee with the lowest overtime booked will be allocated zero and any difference between that employee's December 31 total and everyone **else's** within the same classification will be carried forward.
- A.06.03.02
- a) Overtime worked will be recorded at the time it is offered or scheduled.
 - b) When arranging overtime, the Supervisor will have each employee initial all overtime refusals when the employee is available.
 - c) **The** Company will maintain current records of overtime offered and in the event of a dispute, the Union Representative will have access to these records.
- A.06.03.03 Employees who do not wish to be offered any overtime or call-in opportunities or who do not wish to be contacted with offers of overtime and call-in opportunities between the hours of 12:01 a.m. and 7:00 a.m. shall **so** advise the Company in writing and such advice shall remain in **effect** for a calendar quarter, (e.g., January/February/March or April/May/June or July/August/September or October/November/ December) and may be renewed in writing prior to the end of any calendar quarter.
- A.06.03.04 Employees who are absent due to sickness or accident or on leave of absence at the time the overtime or call-in is being offered shall not be offered the overtime or call-in opportunity.
- A.06.03.05 Employees who are on vacation shall be included in any offers of overtime or call-in opportunities that are available at the time they **contact** the Company to verify their posted shift in accordance with Article A.01.05.

- A.06.04 Adjustments
- A.06.04.01 When an employee accepts a permanent or temporary job through the job posting procedure or through the bumping procedure, when an employee is temporarily assigned to another job and on completion of the probationary period, and that employee's recorded hours are:
- a) lower than any other employee in the classification, that employee's hours shall be adjusted, to equal the average number of hours recorded in the classification.
 - b) higher than any other employee in the classification, that employee's hours shall be adjusted, downward, to equal the highest number of hours recorded in the classification.
 - c) between the highest and lowest hours recorded in the classification that employee's hours shall remain the same.
 - d) an employee returning to their previous classification will not be adjusted to less than the overtime hours they had when they left their original classification.
- A.06.04.02 In the application of Article A.06.04.01, hours recorded against employees who have advised the Company that they do not wish to be offered any overtime or call-in opportunities and employees who have been absent for more than four (4) weeks shall not be considered in determining the lowest number of hours in the classification.
- A.06.04.03 When an employee whose recorded hours have been adjusted in accordance with Article A.06.04.01 returns to the employee's previous job or accepts another permanent or temporary job through the job posting procedure or through the bumping procedure, the hours recorded shall be adjusted downward by an amount equal to the hours that were added to that employee's record, if those hours are still included in the record. Following this, the provisions of Article A.06.04.01 will be applied to their new job.
- A.06.04.04 Employees who have advised the Company that they do not wish to be offered any overtime or call-in opportunities or have provided approved Doctor's notes restricting working hours, shall have their overtime records adjusted weekly based on the number of opportunities.
- A.06.04.05 Employees who have been absent on a Personal Leave of Absence, Weekly Indemnity, or Worker's Compensation for more than four (4) weeks shall have their record adjusted in accordance with Article A.06.04.01 when they return to work.

- A.06.05** Exceptions
- A.06.05.01** Where an employee is working on a maintenance project and it is not practical to follow the provisions of Article A.06.02.12, that employee will be offered or scheduled to continue to work on such project regardless of the amount recorded.
- A.06.05.02** To cover requirements during the periods of 11:00 p.m. Sunday to 7:00 a.m. Monday and 3:00 p.m. to 11:00 p.m. Friday, Call-ins of eight (8) hours will be offered prior to any overtime coverage. If it is not possible to cover the requirement with an eight (8) hour call-in, the company will offer four (4) hour call-ins to cover the periods of 11:00 p.m. Sunday to 3:00 a.m. Monday and 7:00 p.m. to 11:00 p.m. Friday, respectively. The balance of the requirement will be covered by overtime. In the recording of overtime hours, if the 8 hour coverage is not obtained, the refusals will be recorded and the coverage will be in blocks of four (4) hours. If any subsequent 4 hour refusals overlap a previous 8 hour refusal, these hours will not be recorded against the employee.
- A.06.05.03** Members of the Shop Committee who are unable to accept an offer of any overtime or call-in opportunities due to pre-arranged Union activities shall not have such refusal recorded.
- A.06.05.04** Employees who have exercised an option in accordance with Article A.06.03.03, who are offered overtime and call-in opportunities on a "last resort" basis and who refuse such opportunities, shall not have such refusal recorded.
- A.07** Overtime Provision
- A.07.01** a) Five-Day Operations
The regular hours of work shall be forty (40) hours per week in accordance with shift schedules mutually agreed upon between the Company and the Union. Work beyond forty (40) hours in any one (1) week or eight (8) hours in any twenty-four (24) hour period, or hours worked other than those scheduled shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rate, plus the applicable shift premium. All overtime hours worked in excess of eight (8) overtime hours in a week shall be paid at two (2) times the basic hourly rate.
- b) Seven-Day Operations - As per Schedule E.
- A.07.02** Employees who report to work for a call-in shall be paid a minimum of four (4) hours at one and one-half the basic hourly rate. This shall apply equally when the employee has worked less than forty (40) hours in a week or eight (8) hours in a twenty-four (24) hour period.

- A.07.03 Employees who are especially recalled and required to go on duty for work which is consecutive with their regular shift shall be paid at the rate of one and one-half (1-1/2) times the basic hourly rate for the first four (4) hours of work.
- A.07.04 Employees who are called-in to work on a night shift as relief or fill-in must be notified prior to 10:00 p.m., otherwise all hours worked on that shift by those employees will be paid at two (2) times the basic hourly rate. However, if relief is required for an employee who is unable to complete a shift for medical or personal reasons, the applicable rate of pay will apply.
- A.07.05 Employees will be paid the rate for the classification being worked, except that an employee scheduled to work overtime will not suffer a reduction in pay rate.
- A.08 Saturday and Sunday Work
- A.08.01 Each and all hours worked on a Saturday shall be paid at one and one-half (1-1/2) times the basic hourly rate and each and all hours worked on a Sunday shall be paid at two (2) times the basic hourly rate. This provision shall not apply to employees on seven-day operations unless the hours worked are overtime or call-in hours.
- A.09 **Change of Shift**
- A.09.01 When an employee's scheduled shift is changed by the Company, the employee will be given at least two (2) working days notice, in writing, or the first scheduled sixteen (16) hours of work, (provided they are worked) subsequent to this type of shift change will be paid at one and one-half (1-1/2) times the basic hourly rate. The sixteen (16) hours referred to shall not include any overtime or call-in hours which might be worked.
- A.09.02 If an employee has less than sixteen (16) hours off prior to the start of a shift, when that employee's shift is changed by the Company, the employee shall be paid for that shift at two (2) times the basic hourly rate. The foregoing shall not apply if the less than sixteen (16) hours off between shifts is the result of overtime or call-in being worked nor shall it apply to employees on a seven-day operation.
- A.09.03 Mutual exchange of shifts between employees shall be allowed subject to approval of the Company and without additional cost to the Company. It is further understood that employees may request and be allowed to change to a vacant shift provided they have the approval of the Company and that there is no additional cost to the Company.

SCHEDULE "B"

JOB CLASSIFICATIONS AND RATES

- B.01 Pay provisions**
- B.01.01** The Company will endeavor to deliver paycheques to afternoon shift employees at the start of the afternoon shift on Wednesday of each week.
- B.02 Trainer Functions**
- B.02.01** The Company recognizes that the position of Trainer has evolved to the point where there are increasing numbers of common elements such as safety, material handling and quality issues.
- B.02.02** Trainers may therefore be used to train in areas other than their area of prime interest. This will be done only where the Trainers themselves have had suitable training in the equipment or processes in question.
- B.02.03** The Extrusion trainer will be entitled to the extrusion premium, the Press trainer will be entitled to Press 8 premium and the Finishing trainer will be entitled to the logo print premium.
- B.03 Lead Hand**
- B.03.01** Employees in the lead hand position will provide instruction, direction and administrative support to the employees for whom they are the lead.
- B.03.02** Lead hand designation, when required, will be offered by the company to the senior and qualified employee within a supervisor's area of responsibility. Employees designated as lead hand shall be paid \$1.00 per hour above their current classification rate.
- B.04 Training**
- B.04.01** Any employee, other than a trainer, who agrees to assist in the training of other employees in some aspects of a job classification, will receive their normal rate of pay plus forty (40) cents per hour premium.

B.05 Maintenance **Definitions**

Maintenance definitions within Group B shall be as follows:

Maintenance Group B - Duties shall require persons who have not acquired a recognized trade apprenticeship, but who, through experience, have gained the skills associated with the Maintenance Group B classification. This includes Oiler-Mechanic and Carpenter.

B.06 **Extrusion Premium**

In recognition of technological changes and increased flexibility requirements for employees in a posted job in the extrusion department, the following monetary changes will take place:

A base rate premium increase of 66 cents per hour effective upon ratification and effective June 14, 1999 the base rate premium increases to 68 cents per hour and effective June 12, 2000 the base rate premium increases to 70 cents per hour.

These changes will include the classifications of Manufacturing Operator, Manufacturing Helper, Racking Operator and Machine Repairer.

The parties agree that training opportunities will be provided and/or crew compositions may be changed to ensure an acceptable level of skills distribution and use on each crew.

The skills and flexibility as described above are those outlined in the existing skills premium currently in use. The current skills premium will be replaced by the new base rate premium in Extrusion effective upon ratification.

Employees in receipt of the Extrusion premium are required to maintain previously defined skills providing the Company makes training opportunities available. The above previously "defined skills" will be included on all Extrusion job postings.

B.07 Press Operator and Press Helper **Classifications**

B.07.01 In recognition of technological change, Press Operators who run the eight colour press will receive a base rate premium of seventy-five (75) cents per hour. The selection of Operators will be by seniority in the classification of Press Operator.

B.07.02 In recognition of technological change, Press Helpers who work on the eight colour press will receive a base rate premium of sixty (60) cents per hour. The selection of Helpers will be by seniority in the classification of Press Helper.

SCHEDULE "B" - JOB CLASSIFICATIONS AND RATES

Effective June 16, 2001

Production, Warehouse and Other Classifications & Rates

Job Classification	Start	3 Mos.	15 Mos.	18 Mos.	21 Mos.
Trainer	\$22.40	\$22.83	\$23.04		\$23.25
Manufacturing Operator	22.00	22.43	22.64		22.85
Racking Operator	20.84	21.33	21.62		
Utility Operator	21.21	21.29	over 6 months		
Blender Operator	19.46	19.84	20.05		20.37
Press Operator	21.84	22.20	22.41	22.59	22.75
Plate Machine Operator	21.84	22.20	22.43	22.59	22.75
Press Utility Operator	19.78	20.17	20.35		20.59
PY Operator	19.70	20.35	20.70		20.98
Servo Drive Operator	19.55	20.53	20.84		21.17
Side Seal Operator	19.70	20.35	20.70		20.98
Side Seal Helper	19.27	19.74	19.94		
Bag Machine Utility Operator	19.76	20.42	20.73		21.05
End Seal Helper	19.40	19.86	20.08		
Set-Up Utility Operator	21.17				
Carton Maker/Utility Helper	19.15	19.94			
Production Utility Operator	19.46	20.52		21.29	
Slitter Operator	20.20	20.53	20.74		21.29
Rewind/Centrefolder Operator	19.35	19.70	19.92		20.10
Shipper	20.50	20.84	21.00		21.23
Receiver	20.50	20.84	21.00		21.23
Packaging Operator	19.34	19.65			
Material Handler General (GMH)	19.26	19.98		20.10	
Truck Driver	19.01	19.73			
Warehouse/Labour	19.19	19.98			
Returned Goods Inspector	19.96	20.55	20.83		
Maintenance Stores Clerk	19.14	19.54	19.81		
Janitor	18.61	18.81			

SCHEDULE "B" - JOB CLASSIFICATIONS AND RATES

Effective June 16, 2001

Helper Classifications & Rates

Job Classifications	Start	3 Mos.	15 Mos.	21 Mos.
Press Helper	\$19.78	\$20.17	\$20.35	\$20.59
Manufacturing Helper	18.93	19.48	19.77	20.02
Ink Room Attendant	19.78	20.17	20.35	20.59
Slitter Helper	18.88	19.27	19.46	19.73

Maintenance Classifications & Rates

Maintenance Group B - 21.71 to 22.41

SCHEDULE "B" - JOB CLASSIFICATIONS AND RATES

Effective June 10, 2002

Production, Warehouse and Other Classifications & Rates

Job Classification	Start	3 Mos.	15 Mos.	18 Mos.	21 Mos.
Trainer	\$22.90	\$23.33	\$23.54		\$23.75
Manufacturing Operator	22.50	22.93	23.14		23.35
Racking Operator	21.34	21.83	22.12		
Utility Operator	21.71	21.79	over 6 months		
Blender Operator	19.96	20.34	20.55		20.87
Press Operator	22.34	22.70	22.91	23.09	23.25
Plate Machine Operator	22.34	22.70	22.93	23.09	23.25
Press Utility Operator	20.28	20.67	20.85	---	21.09
Side Seal Operator	20.20	20.85	21.20		21.48
Side Seal Helper	19.77	20.24	20.44		
Bag Machine Utility Operator	20.26	20.92	21.23		21.55
End Seal Helper	19.90	20.36	20.56		
Set-Up Utility Operator	21.67				
Carton Maker/Utility Helper	19.65	20.44			
Production Utility Operator	19.96	21.02		21.79	
Sitter Operator	20.70	21.03	21.24		21.79
Rewind/Centrefolder Operator	19.85	20.20	20.42		20.60
Shipper	21.00	21.34	21.50		21.73
Receiver	21.00	21.34	21.50		21.73
Packaging Operator	19.84	20.15			
Material Handler General (GMH)	19.76	20.48		20.60	
Truck Driver					
Warehouse/Labour	19.69	20.48			
Returned Goods Inspector	20.46	21.05	21.33		
Maintenance Stores Clerk	19.64	20.04	20.31		
Janitor	19.11	19.31			

SCHEDULE "B" -JOB CLASSIFICATIONS AND RATES

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Effective June 10, 2002

Helper Classifications & Rates

Job Classifications	Start	3 Mos.	15 Mos.	21 Mos.
Press Helper	\$20.28	\$20.67	\$20.85	\$21.09
Manufacturing Helper	19.43	19.98	20.27	20.52
Ink Room Attendant	20.28	20.67	20.85	21.09
Slitter Helper	19.38	19.77	19.96	20.23

Maintenance Classifications & Rates

Maintenance Group B - \$22.21 to \$22.91

SCHEDULE "B" - JOB CLASSIFICATIONS AND RATES

Effective June 9, 2003

Job	Start	3 Mos.	15 Mos.	18 Mos.	21 Mos.
Trainer	\$23.40	\$23.83	\$24.04		\$24.25
Manufacturing Operator	23.00	23.43	23.64		23.85
Racking Operator	21.84	22.33	22.72		
Utility Operator	22.21	22.29	over 6 months		
Blender Operator	20.46	20.84	21.05		21.37
Press Operator	22.84	23.20	23.41	23.59	23.75
Plate Machine Operator	22.84	23.20	23.43	23.59	23.75
Press Utility Operator	20.78	21.17	21.35		21.59
PY Operator	20.70	21.35	21.70		21.98
Servo Drive Operator	20.55	21.53	21.84		22.17
Side Seal Operator	20.70	21.35	21.70		21.98
Side Seal Helper	20.27	20.74	20.94		
Bag Machine Utility Operator	20.76	21.42	21.73		22.05
End Seal Helper	20.40	20.86	21.08		
Set-Up Utility Operator	22.17				
Carton Maker/Utility Helper	20.15	20.94			
Production Utility Operator	20.46	21.52		22.29	
Slitter Operator	21.20	21.53	21.74		22.29
Rewind/Centrefolder Operator	20.35	20.70	21.92		21.10
Shipper	21.50	21.84	22.00		22.23
Receiver	21.50	21.84	22.00		22.23
Packaging Operator	20.34	20.65			
Material Handler General(GMH)	20.26	20.98		21.10	
Truck Driver	20.01	20.73			
Warehouse/Labour	20.19	20.98			
Returned Goods Inspector	20.96	21.55	21.83		
Maintenance Stores Clerk	20.14	20.54	20.81		
Janitor	19.61	19.81			

SCHEDULE "B" - JOB CLASSIFICATIONS AND RATES

Effective June 9, 2003

Helper Classifications & Rates

Job Title	Start	3 Mos.	15 Mos.	21 Mos.
Press Helper	\$20.78	\$21.17	\$21.35	\$21.59
Manufacturing Helper	19.93	20.48	20.77	Z I T —
Ink Room Attendant	20.78	21.17	21.35	21.59
Slitter Helper	19.88	20.27	20.46	21.73

Maintenance Classifications & Rates

Maintenance Group B - \$22.71 to \$23.41

SCHEDULE "C"
HOLIDAYS AND VACATIONS

C.01 Plant **Holidays**

C.01.01 The Company shall observe the following plant holidays during the term of the Agreement:

2001

Canada Day	Observed On Monday	July 2
Civic Holiday	Observed On Monday	August 6
Labour Day	Observed On Monday	September 3
Thanksgiving Day	Observed On Monday	October 8
Christmas Day	Observed On Tuesday	December 25
Boxing Day	Observed On Wednesday	December 26

2002

New Year's Day	Observed On Tuesday	January 1
Good Friday	Observed On Friday	March 29
Victoria Day	Observed On Monday	May 20
Canada Day	Observed On Monday	July 1
Civic Holiday	Observed On Monday	August 5
Labour Day	Observed On Monday	September 2
Thanksgiving Day	Observed On Monday	October 14
Christmas Day	Observed On Wednesday	December 25
Boxing Day	Observed On Thursday	December 26

2003

New Year's Day	Observed On Wednesday	January 1
Good Friday	Observed On Friday	April 18
Victoria Day	Observed On Monday	May 19
Canada Day	Observed on Tuesday	July 1
Civic Holiday	Observed on Monday	August 4
Labour Day	Observed on Monday	September 1
Thanksgiving Day	Observed on Monday	October 13
Christmas Day	Observed on Thursday	December 25
Boxing Day	Observed on Friday	December 26

2004

New Year's Day	Observed on Thursday	January 1
Good Friday	Observed on Friday	April 9
Victoria Day	Observed on Monday	May 24

SCHEDULE "C"

- C.01.02** When any of the above holidays are celebrated, the Company shall pay employees, without requiring them to render service, the equivalent of their regular day's pay, including the shift premium when the employee is on the first or third shift, provided they have worked their scheduled shift immediately prior to, and their scheduled shift immediately following such holiday. However, payment for the holiday shall be made if the employee worked within seven (7) calendar days either before or after the holiday, but was absent on the qualifying days due to legitimate illness, acceptable proof being provided the Company; or in other cases specifically authorized by the Company.
- C.01.03** The holiday period shall **consist** of the twenty-four (24) hour period commencing with the first shift on the day the holiday is observed. Time worked on a holiday shall be paid at two (2) times the basic hourly rate, plus the holiday pay where eligible.
- C.01.04** For the purposes of this Article, when any of the above listed holidays falls on a Saturday the preceding Friday or the following Monday shall be observed as the holiday.
- C.01.05** If employees are required to work on any of the above holidays they shall be given the option of eight (8) hours pay for the day or a day off in lieu of such pay and the selection of the day shall be at the discretion of the employee. This provision shall not apply to employees on a seven-day operation.
- C.02** **FloatingHolidays**
- C.02.01** In addition to article C.01.01 there will be three (3) floating holidays in each year of the Agreement; one will be April 1, 2002 and another April 21, 2003 and the third April 12, 2004. The other two (2) in each year of the Agreement will be personal holidays.
- Employees with 25 years or more seniority will be entitled to one additional personal holiday in each year of the Agreement effective July 1, 1996.
- C.02.02** Personal holidays will be determined in the following manner
- a) The request for a personal holiday must be submitted to the employee's Supervisor five (5) working days prior to the day requested and taken at a time mutually agreeable to the employee and Company, but not between December 15 and January 15 inclusive. Personal holiday requests will be administered on a first come basis within each classification. Such requests will not be unreasonably withheld.

SCHEDULE "C"

- b) The Company will post on the bulletin board on March 15 all those employees still owed a personal holiday for that year of the Agreement. Employees will then have until March 30 to submit their request. The Company will schedule all personal holidays not established by March 30 prior to June 15.
- c) It is also agreed that the Company will allow, in order of seniority, as many employees as possible Leaves-Of-Absence for scheduled working days between Christmas and New Year's, consistent with its ability to provide required production.

C.03 Vacations with Pay

C.03.01 Employees with less than ninety (90) calendar days service who are terminated shall receive vacation pay in accordance with the provisions of the Employment Standards Act.

C.03.02 Employees with less than one (1) year of service shall receive one (1) day of vacation for each full month of service in the period July 1 to June 30, up to a maximum of ten (10) working days.

C.03.03 Employees who have completed one (1) or more years of service shall receive vacation as follows:

<u>Years of Service</u>	<u>Eligibility</u>
1 through 4 years	Two weeks
5 through 9 years	Three weeks
10 through 15 years	Four weeks
16 or more years	Five weeks

C.03.04 The employee's length of service for calculation of vacation eligibility shall be that accrued as of June 30 of the current year. For purposes of calculating vacation entitlement, one day is eight hours and one week is 40 hours.

C.03.05 An employee whose service date falls between June 30 and August 31, inclusive, in the year they are eligible for the second, third, fourth, and fifth week's vacation, may take that week after the date on which they become eligible. If the service date falls after August 31, the employee is not eligible for the additional week until after January 1 of the following year.

C.04 Vacation Requests

C.04.01 The Company agrees to provide the "Request for Vacation" form to the employees in the first week in January of each year.

SCHEDULE "C"

- C.04.02 Employees submitting requests for vacation commencing between January 1st and May 1st will be notified within 5 working days following receipt of their request. These requests will be granted on the basis of "First Come First Served".
- C.04.03 Employees may submit remaining vacation requests to the Company up until April 15th of the year and requests so presented will be granted on the basis of seniority within the classification. The Company will respond to requests no later than April 30th. Vacation requests submitted after April 15th will be granted on the basis of "First Come, First Served".
- C.04.04 A minimum of two weeks vacation must be requested by September 30th of each year or the Company will schedule these two weeks.
- C.04.05 The granting of vacation requests is subject to production requirements.
- C.05 **Vacation Pay**
- C.05.01 The amount of vacation pay granted in accordance with Article C.03.03 will be 2% for each week of eligibility, i.e. 4%, 6%, 8%, and 10%, respectively, of the employee's gross annual earnings or straight time earnings for the specified number of weeks, whichever amount is greater.
- C.05.02 Employees taking vacation in the period between January 15 and April 30 will receive a premium of 10% of the vacation pay entitlement in that period.
- C.05.03 At the time of leaving for the last vacation period of the vacation year, each employee will receive a separate form, indicating the basis of vacation pay calculation.
- C.05.04 At the employee's specific request, normal deductions which would have been taken from the vacation pay, had it not been a vacation pay, will be taken from the last cheque received prior to the vacation period.
- C.05.05 When a plant holiday falls within an employee's vacation period, the employee shall be granted an additional day with pay except that a day's pay may be substituted by mutual agreement.
- C.05.06 Employees off work in excess of 12 continuous months cease to accrue any entitlement to vacation pay until returned to work.

SCHEDULE "D"

EMPLOYEE BENEFIT PLANS

D.01 The Company and Union agree to a hospital- medical-surgical benefit plan and a sickness and accident indemnity programme having benefits as follows:

D.01.01 Standard hospital ward coverage as prescribed and where applicable under the regulations of the Ontario Hospital Services Commission. Semi-private hospital coverage as provided by Liberty Health (or equivalent).

D.01.02 Surgical-obstetrical-medical benefits as provided by O.H.I.P.

D.01.03 Extended health benefits as provided by Blue Cross (or equivalent). Prescription drug plan based on a 35¢ deductible per prescription to be effective January 1, 1988.

Effective October 1, 2001, the following practitioners will be added at a maximum of \$400.00 per year for Extended Health Care Services as per other practitioners: Naturopath, Acupuncturist, Homeopath. Additionally one PSA test annually will be covered.

D.01.04 Sickness and accident indemnity having the following benefits:

(a) Weekly payments: 66 2/3% of straight time hourly rate for a 40 hour week.

Daily payment will be made as follows: The weekly rate will be divided by 7, and will be paid for Saturdays and Sundays, if included in the disability period.

(b) Payments commence:
for non-industrial accidents - 1st day
for non-industrial sickness - 4th day
for non-industrial hospitalization - 1st day (other than for elective surgery)

(c) Benefits under the Company's Sickness and Accident Indemnity Plan will be payable from the first date of disability if an employee is disabled as a result of an out patient surgical procedure under the following conditions:

(1) The period of disability due to the surgical procedure must exceed 14 days.

SCHEDULE "D"

- (2) The surgical procedure must be performed in a hospital or doctor's office on an outpatient or day care surgery basis. This information must be clearly indicated on the disability form completed by the licensed physician.
- (3) The employee must advise the Company nurse at least seven days in advance of the surgery and the expected dates of absence.

(d) Maximum length of benefit: 26 weeks

(e) Effective June 1, 1992, Weekly Indemnity payments will have the appropriate amount of tax withheld from payments.

The Company shall pay the full cost of these plans including absorbing any increases.

(f) Effective January 1, 1994, the Company will establish a Long Term Disability Plan having the following benefits for employees who become totally and permanently disabled from work as certified by a medical doctor:

1) Six month waiting period (normally covered by Sickness and Accident Indemnity).

2) Income replacement of 60% up to a monthly maximum of \$2,500.00. LTD benefits maximum will be integrated with WCB and CPP disability benefits. Effective January 1, 1999, for all new LTD claims, the monthly benefit increases to 66 2/3% to a maximum of \$3500.

3) Income replacement to a maximum of age 65.

4) Enrollment in the LTD program will be mandatory for all employees covered under the Collective Agreement.

D.01.05 Sickness and accident indemnity cheques will be mailed directly by the insurer to the employee's last recorded address.

D.01.06 In order to allow for manpower planning, an employee receiving indemnity payments will advise the Plant Nurse as to their progress on a weekly basis or will provide a signed medical statement as to expected return date. In the latter case the employee has the responsibility to advise the Company of any change.

The Company will not communicate with the employee's personal physician without the employee's express written permission.

SCHEDULE "D"

- D.01.07 **Dental Plan** - The Company will pay 70% of the cost of a dental plan which includes the following features:
- Blue Cross No. 9 or equivalent
Blue Cross Rider No. 4 or equivalent
Orthodontic coverage as follows:
- employee, spouse and dependent children under age 19
 - 50/50 Co-insurance
 - \$1,500 lifetime maximum/individual changing to \$3,000 effective January 1, 1990.
- All dental coverage is based on the 1995 Ontario Dental Association (O.D.A.) Schedule of Fees. Effective January 1, 1999 all dental coverage will be based on a one year lag in the Ontario Dental Association Schedule of Fees.
- Employee premiums, both single and family coverage, will be established in conjunction with the Shop Committee.
- D.01.08 **Life Insurance** - The Company agrees to provide a Non-Contributory Life Insurance plan in the amount of \$40,000. This amount is to be payable in the event of an employee's death to the employee's beneficiary, as outlined in the "Group Life Insurance - Hourly" pamphlet. Effective October 1, 2001 the basic life insurance increases to \$45,000.
- D.01.09 Current and retired employees, who prior to retirement, had been insured for Life Insurance, will be provided with Life Insurance in the amount of \$3,500.00. Effective January 1, 1999 retiree life insurance will be increased to \$4000.00.
- D.01.10 Pension Plan - The Company agrees to continue in effect during the life of this Agreement the Company Pension Plan and to provide the Union with the most recent actuarial report and any subsequent reports.
- D.01.11 **Early Retirement** - For employees vested with ten or more years of credited service in the Company pension plan, who retire between age 55 and age 65 and who select an immediate (non-deferred) monthly pension, the Company will provide OHIP, semi-private hospital coverage, and Extended Health Benefits, as for other employees until age 65.
- D.01.12 When an employee reaches the age of 55 years, the Company will explain to him the various retirement options, but this will not include the cost of actuarial calculations or financial advice.

SCHEDULE "D"

D.01.13 **Vision Care Plan** – Effective January 1, 2002, the Company agrees to provide a Company paid Vision Care Program for employees and dependants. This program will offer a subsidy on the purchase of prescription eye glasses to a maximum of \$150.00 every two calendar years.

SCHEDULE "E"

SEVEN-DAY OPERATIONS

- E.01 Introduction and **Discontinuance**
- E.01.01 Four (4) weeks written notice will be given prior to re-establishing a seven-day operation in any department which has previously been on such a schedule, and two (2) months notice will be given prior to establishing a seven-day operation in any other department. Three (3) to five (5) weeks notice will be given prior to discontinuance of any seven-day schedule. Should there be cause to cease (or suspend) the operation of the "Seven-Day Operation" shift, the time of discontinuance shall be selected so that total hours of work opportunities for affected employees are balanced as much as possible. In case of institution of a seven-day operation, this mode will begin at 6:00 p.m. or 7:00 p.m. on a Sunday, and if a seven-day operation is suspended, such suspension will always take place at 6:00 p.m. or 7:00 p.m. on a Saturday.
- E.01.02 The Company shall determine the employees in each group and the Union will determine the crew that will commence working. The composition of the crews will not be changed without consultation with the department Union representative or designate.
- E.02 Hours of Work, Shifts, Lunch and Break Periods
- E.02.01 The basic hours of work shall be either: 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. or 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m., a basic twelve (12) hour shift, all hours at straight time. The work week will commence at 6:00 p.m. or 7:00 p.m. Sunday, depending on the selected schedule, and hours worked after this time will be considered to be part of Monday's shift. Prior to changing the basic hours of work, the Company will give the Union two month's notice in writing.
- E.02.02 The seven day shift cycles will be composed of either: DAYSHIFT - Three (3) days on, three (3) days off. NIGHTSHIFT - Three (3) days on, three (3) days off.
Or: NIGHTSHIFT - Two (2) days on, two (2) days off, three (3) days on, two (2) days off two (2) days on, three (3) days off. DAYSHIFT - two (2) days on, two (2) days off; three (3) days on, two (2) days off, two (2) days on, three (3) days off.
- During the month of November, a secret ballot vote will be conducted to determine which of the two shift cycles listed above, the majority of the Extrusion employees prefer to work. If there are no significant financial differences between the two shift cycles, the Company will abide by the vote of the majority of workers. Any change in shift cycles will commence the first operating day of the next calendar year.

SCHEDULE "E"

- E.02.03 Employees on a seven-day operation of twelve (12) hour shifts will receive five breaks, as follows: ten (10) minutes, thirty (30) minutes, ten (10) minutes, fifteen (15) minutes and ten (10) minutes spread out at approximately two (2) hour intervals or evenly over the shift.
- E.02.04 Employees on a seven-day continuous operation may leave up to ten (10) minutes prior to the end of their shift, provided that they have been properly relieved at their normal work station and the supervisor or lead hand is aware of their departure. The above early relief will not be used in the calculation of premium rates.
- E.03 Wages
- E.03.01 Weekly pay will be based on the actual hours worked in the period 6:00 p.m. or 7:00 p.m. Sunday to 6:00 p.m. or 7:00 p.m. to the following Sunday. Authorized absences will be included for the purposes of overtime calculations.
- E.03.02 The rates of pay for persons assigned to a seven-day operation will be calculated on the basis of straight time hourly rate for the job, plus an average shift premium of 58 cents per hour for all hours worked. Effective June 10, 2002 the 7-day operation shift premium increases to 60 cents per hour. Effective June 9, 2003 the 7-day operation shift premium increases to 62 cents.
- E.04 **Overtime Rates**
- E.04.01 For determination of overtime payment eligibility, on a weekly basis, the first six (6) hours worked in excess of those worked on a scheduled thirty-six (36) hour week shall be paid at one and one-half (1½) times the basic hourly rate. Any additional hours shall be paid at two (2) times the basic hourly rate. For employees who work a scheduled forty-eight (48) hour week, they will be paid forty-four (44) hours at straight time and four (4) hours at one and one-half (1½) times the basic hourly rate. The first six (6) hours worked in excess of the scheduled forty-eight (48) shall be paid at one and one-half (1½) times the basic hourly rate and any additional hours beyond fifty-four (54) shall be paid at two (2) times the basic hourly rate.
- E.04.02 When providing coverage for seven-day operations, overtime refusals will not be booked against employees for Saturday and Sunday call ins.
- E.05 Vacation
- E.05.01 Vacation eligibility for employees assigned to a seven-day operation will be considered to be the basic vacation allowance as for all employees, but increased in time to extend to the end of any calculated part shift. Payment will be based on a percentage of earnings, as at present.

SCHEDULE "E"

E.06 **Holidays**

E.06.01 Payment for a plant holiday will be eight (8) hours at the basic straight time hourly rate. Hours paid for plant holidays not worked will be considered as hours worked for purposes of computing weekly overtime rates.

E.06.02 The day of observance of a plant holiday *will* be the same for employees on seven-day operations as for employees on five-day operations. Payment for hours worked on a plant holiday shall be at two (2) times the basic hourly rate, plus the premiums applicable for the hours worked.

E.06.03 Payment of plant holiday pay for employees who have worked on previous plant holidays will be recorded, and held back for payment during the shutdown period between Christmas and New Year's. In the event banked pay accumulated during seven-day operations is insufficient to provide pay continuity during the Christmas shutdown period, as outlined in Article E.07, the Company will attempt to minimize such a differential by offering the opportunity to work at basic straight time rates.

E.06.04 Any unused banked days may, by mutual agreement, be scheduled as unpaid time off during the following calendar year.

E.07 **Paid Time Off**

E.07.01 For employees on a seven (7) day operation, paid time off for the following: Personal Paid Holiday, Bereavement Leave and Court Appearance, will be interpreted and paid as twelve (12) hours.

E.08 **Christmas Shutdown**

E.08.01 Without prejudice to any practices which might be adopted in later years, the Company agrees that any seven-day operations will be shutdown during the period between Christmas and New Year's. Employees normally assigned to seven-day operations will not be required to work.

SCHEDULE "F"

- F.01 Contracting Out Work
- F.01.01 See Article 3.02.
- F.02 Tool Allowance
- F.02.01 Employees in Maintenance classifications who are required to provide their own tools will be paid up to a maximum of \$190.00 per calendar year upon presentation of receipts for tools bought. Any amounts spent in excess of this amount will be reimbursed in the following year, subject to the \$190.00 annual limit. Effective January 1, 2002 the annual tool allowance is increased to \$200.00 per calendar year. Effective January 1, 2003 the tool allowance is increased to \$210.00 per calendar year. Effective January 1, 2004 the annual tool allowance is increased to \$220.00.
- F.03 **Skilled Trades Qualification**
- F.03.01 In all vacancies in the Maintenance Department where a trade qualification is required, employees possessing the necessary qualifications(s) shall be deemed to have achieved an equal level of skill and ability.
- F.03.02.01 A qualified tradesperson will be defined as any employee who:
- (a) has served a bone fide apprenticeship of four (4) years – 8000 hours – and possesses proof of such apprenticeship service, or
 - (b) holds a recognized CAW tradesperson card in the trade in which they claim recognition, or
 - (c) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which they claim tradesperson status and possess ample proof of such experience.
- F.03.02.02 In the application of A.06.02.01, for the purposes of overtime distribution, skilled trades employees would be deemed to be capable for overtime consideration providing they are familiar and have had cross training on the equipment in question.
- F.04 Maintenance Classifications
- These classifications are not intended to restrict the scope of non-maintenance work performed.

SCHEDULE "F"

- F.04.01 Maintenance classifications within Group A shall be as follows:
- ~~Machine Repairer~~ -- ~~Electrician, Machine Repairer - Millwright~~ - Duties shall require experienced and qualified tradespersons with a recognized and relevant electrical or mechanical trade apprenticeship who are normally employed on set-up, adjustment, troubleshooting and repair of Company production equipment.
 - ~~Millwright - Overhaul~~ - Duties shall require experienced and qualified tradespersons with a recognized and relevant mechanical trade apprenticeship, who are normally employed on installation, modification and overhaul of Company equipment.
 - ~~Millwright - Fitter~~ - Duties shall require experienced and qualified tradespersons with a recognized and relevant trade apprenticeship, who are normally employed in welding, fabrication and installation of machine components, machine upgrading modifications and the building and installation of such equipment.
 - ~~Machinist~~ - Duties shall require experienced and qualified tradespersons with a recognized and relevant trade apprenticeship, who are normally employed in the machining, fabrication and repairs of Company equipment.
 - ~~Millwright - Power Plant~~ - Duties shall require experienced and qualified tradespersons with a recognized and relevant trade in heating and cooling systems, plant sprinkler and power plant alarm systems.
 - ~~Electrician~~ - Duties shall require experienced and qualified tradespersons with a recognized electrical trade apprenticeship, who are normally employed in the electrical installation of equipment and the electrical modification and major electrical overhaul of equipment and the servicing of electrical utilities in the plant.
- F.04.02 ~~Electrician/Electronics~~ - Duties shall require experienced and qualified tradespersons with a recognized electronic trade apprenticeship or equivalent technical college diploma, or technical college certificate equivalent to such a diploma, who are normally employed in the set-up (includes some programming), adjustment, troubleshooting, repair, installation and calibration of electrical and electronic devices and equipment.
- F.04.03 Employees referred to in Article F.04.01 who have not completed a recognized trade apprenticeship in their current maintenance classifications will be deemed to be qualified for their current maintenance classifications for the purposes of lay off, recall and future postings back into the maintenance classifications held as of June 9, 1991.

SCHEDULE "F"

F.04.04 Work will be assigned within the Skilled Trades according to trade which are Machine Repairer Electrician - Machine Repairer Millwright, Millwright, Machinist, Millwright Power Plant, Electrician and **Electrician/Electronics**. The parties agree that the above demarcations will not prevent work assignment outside a specific trade caused by a lack of work within the trade or where temporary assistance is required through the unavailability of personnel within the trade.

F.04.05 It is not the Company's intent to knowingly transfer overtime from **one** classification to another. Once a temporary assignment has been initiated, any subsequent overtime created as a result of unforeseen circumstances such as an emergency situation resulting from equipment breakdown or urgent production demand will not be considered as a transfer of overtime to the originating classification within the same payroll week.

F.05 Skilled Trade Rates

Effective June 16, 2001

	<u>Start</u>	<u>3 Month</u>
Maintenance Group A -	\$25.39	to \$26.44
Electrician/Electronics -	25.94	to 26.96

Effective June 10, 2002

	<u>Start</u>	<u>3 Month</u>
Maintenance Group A -	\$26.15	to \$27.20
Electrician/Electronics -	26.44	to 27.46

Effective June 9, 2003

	<u>Start</u>	<u>3 Month</u>
Maintenance Group A -	\$26.91	to \$27.96
Electrician/Electronics -	26.94	to 27.96

STUDENT HIRING

- L2.01 The Company may hire or rehire students for a maximum period of four (4) consecutive months.
- L2.02 During any period of employment, students will maintain their probationary status under the provisions of this Collective Agreement for the duration of their employment. No credit will be given for service during any period of employment under this Letter of Understanding.
- L2.03 Notwithstanding the provisions of Article 13.05, prior to temporarily assigning a student, the Company shall offer the position to employees who wish to be reassigned. Employees who are reassigned in accordance with the foregoing will only be entitled to normal shift rotation to the extent such rotation is possible and practical and scheduled vacations may be changed where such vacations conflict with those of the employees in the classification concerned.
- L2.04 In the application of Article L2.03, employees may indicate their desire to be considered for such reassignment providing the reassignment would be to a classification where the maximum hourly rate of pay is equal to or higher than their present classification.
- L2.05 Any classification to which a student is assigned shall be considered to be included in Article 14.01.03 d) and employees bumping into that classification shall, in addition to the opportunity to comply with the normal requirements of the job, be provided with any necessary training.
- L2.06 Students shall be paid 70% of the janitor's rate provided for in Schedule B with recognition for previous experience.

Dated at **Mississauga** This **11th** Day of **May 1993**

For: The Company
R.M.W. Irvine
G.J. Kent

For: The **Union**
H. Kyle
O. Forde

LETTER OF UNDERSTANDING NO. 2

May 14, 2001

Mr. S. Johl
National Representative
CAW
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Johl:

The Company acknowledges that we have agreed to pay authorized absence allowances in blocks of 4 hours for five-day operations and 6 hours for seven-day operations under the conditions currently used in the administration of personal paid holidays. This is applicable up to a maximum of one week's vacation entitlement (40 hours) in a combination of 8 or 4 hour blocks for five day operations. Seven-day operations will have a maximum of one week's vacation entitlement (48 hours) in a combination of 12 or 6 hour blocks.

Yours truly

A. L. Whipp
Plant Manager

June 2, 1995

Mr. Dick Barry
CAW - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Dick:

RE: Letter of Understanding

The Company has no plans to implement an Apprenticeship Program in the Mississauga Facility.

If circumstances should change, then the Company acknowledges that the whole Apprenticeship Program will be negotiated with the Union at that time.

Sincerely yours,

G. J. Kent
Director of Manufacturing

LETTER OF UNDERSTANDING NO. 4

The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and management representatives alike to recognize and deal constructively with such problems as they arise.

Any employee, under a doctor's care who undergoes a prescribed rehabilitative process, will be entitled to Sickness and Accident Benefits in accordance with the Sickness and Accident Plan.

Effective upon ratification of this collective agreement, the Company agrees to pay nine thousand one hundred and twenty (\$9,120) dollars per contract year, paid in August of each contract year, to a fund to be established by the Local Union. The purpose of this fund will be to allow the Local Union to put in place a full time Substance Abuse Representative who will work out of the Local Union office. The Substance Abuse Representative will deal with substance use and abuse intervention, counselling, referral and follow-up for individual cases as well as ongoing workplace education. The Substance Abuse Representative will undergo any and all necessary training that is required to enable her/him to perform their duties in the proper manner.

Should the Substance Abuse Representative come from the workplace covered by this Collective Agreement, she/he shall be granted a leave of absence, with full accumulation of seniority and pension service for the duration of time that she/he performs the job of Substance Abuse Representative.

June 10, 1998

A. L. Whipp
For the Company

D. Clark
For the Union

LETTER OF UNDERSTANDING NO. 5

May 29, 2001

The Company and the Union will jointly meet and develop and maintain a list of all Skilled Trades employees to define their familiarity and cross training status in Maintenance classifications and departments for the purposes of overtime distribution as defined in F.03.02.02.

A. L. Whipp
For the Company

O. Forde
For the Union

LETTER OF UNDERSTANDING NO. 6

May 31, 2001

Violence Against Women

The Company and Union discussed the rising incidents of violence or abuse, notably violence against women and how this may effect the employee's attendance or performance at work.

The Company agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional counselor) provided to the Company with the approval of the employee, an employee who is subject to abuse or violence will not be disciplined without first being given full consideration to the circumstances surrounding the incident. The Company and the Union will treat such information in a confidential manner unless required by law to be produced. The intent of this statement is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

A. L. Whipp
For the Company

S. Johl
For the Union

LETTER OF UNDERSTANDING NO. 7

May 31, 2001

Workplace Harassment

The Company and the C.A.W. are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as the Company facility in Mississauga.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, handicap, attire, or gender, racial or ethnic backgrounds, colour, place or birth, sexual orientation, citizenship, or ancestry,
- Practical jokes, pushing, shoving, etc.. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photographs or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a harassment or discrimination complaint or participation in an investigation as defined herein.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or work performance or any conduct that does not undermine the dignity of the employee on an objective basis. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

R.M.W. Irvine
A. L. Whipp
For the Company

S. Johl
O. Forde
For the Union

June 12, 2001
Date

LETTER OF UNDERSTANDING NO. 8

June 12, 2001

The Company and the Union agree that in the application of Article A.06.02 as applied to the Press Operator and Press Helper classifications, overtime will be offered in the following method.

Operators and Helpers who normally work on an eight colour press will be offered eight colour overtime before offering the overtime to others in the classification capable of performing the work.

Operators and Helpers who normally work on a six colour press will be offered six colour overtime before offering the overtime to others in the classification capable of performing the work.

Operators and Helpers who normally work on a four colour press will be offered four colour overtime before offering the overtime to others in the classification capable of performing the work.

R.M.W. Irvine
A. L. Whipp

For the Company

S. Johl
O. Forde

For the Union

June 12, 2001

Date

75

EXHIBIT A

May 30, 1989

Mr. J.P. Biggar,
National Representative,
CAW - Canada,
205 Placer Court,
Willowdale, Ontario.
M2H 3H9

Dear Mr. Biggar:

Re: Pay Equity Plan

This will confirm our discussions during negotiations for Collective Agreement No. 2 relative to the above.

Inasmuch as the total number of employees of Sealed Air (Canada) Inc. who work in Ontario is well under 500, the dead-line for having a plan in place and posted is January 1, 1991, with pay adjustments to commence January 1, 1992.

As agreed, a Pay Equity Committee will be appointed consisting of two (2) members appointed by the Company and two (2) by the Union.

The Committee will commence meeting within ninety (90) calendar days of ratification of the Collective Agreement, and the Company will provide to the Committee all information required to establish and implement a Pay Equity Plan in accordance with the Pay Equity Act, 1987.

Yours truly,

G.J. Kent,
Director of Manufacturing.

EXHIBIT B

May 25, 2001

Mr. Orville Forde
Chairperson, Cryovac Unit
CAW - Local 252

Dear Mr. Forde:

We wish to confirm an undertaking given by the Company during our recent negotiations for renewal of our Collective Agreement.

The Company guarantees that it will not move the existing operations, excluding our warehousing operations, from Mississauga to another location in Ontario during the life of the new agreement, which expires June 12, 2004. In the event the warehousing operations are moved to another in Ontario, the current Collective Agreement will apply in that location.

Yours truly,

A. L. Whipp
Director of Manufacturing

EXHIBIT C

April 19, 1993

Mr. Hugh Kyle
National Representative
CAW - Local 252
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

This will confirm our agreement that details of the training of "Certified Workers" as defined by the Ontario Occupational Health & Safety Act will be decided by members of the Central Safety Committee.

Yours truly,

G. J. Kent
Director of Manufacturing

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	1	2	3	4	5	6	7
14	15	16	17	18	19	20	8	9	10	11	12	13	14
21	22	23	24	25	26	27	15	16	17	18	19	20	21
28	29	30	31				22	23	24	25	26	27	28
							29	30	31				
FEBRUARY							AUGUST						
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18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28				26	27	28	29	30	31	
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APRIL							OCTOBER						
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JUNE							DECEMBER						
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17	18	19	20	21	22	23	16	17	18	19	20	21	22
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