

**AGREEMENT**

**Between**

**NORAMPAC, A DIVISION OF CASCADES CANADA INC.  
(Etobicoke Division)**

**AND**

**INDEPENDENT PAPERWORKERS OF CANADA  
AND ITS LOCAL 595**

**January 1, 2008 to December 31, 2014**

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**AGREEMENT** (effective January 1, 2008)

BETWEEN  
**NORAMPAC, A DIVISION OF CASCADES CANADA INC.**  
**(Etobicoke Division)**

This Agreement is entered into between Norampac INC., a corporation, incorporated (by continuance) under the laws of Canada and having its Head Offices located at 752, rue Sherbrooke Ouest, Montreal, Quebec H3A 1G1, herein acting with respect only to its Etobicoke Division located at 450 Evans Avenue, Etobicoke, Ontario, hereinafter referred to as the "Company"

and  
**INDEPENDENT PAPERWORKERS OF CANADA**  
And its Local 595

hereinafter called the "Union".

Wherever the masculine appears in this Collective Agreement, it shall deem to mean feminine as well.

**ARTICLE 1 - BARGAINING UNIT, RECOGNITION AND PURPOSE**

1. This agreement applies to all employees of the Company in its Etobicoke plant situated at 450 Evans Avenue, Toronto, M8W 2T5, Ontario, save and except foremen and above, plant security guards, office staff, sales trainees, time study and methods personnel, persons employed in the Art and Die Division and employees engaged in a confidential capacity relating to labour relations. The term "employee" or "employees" when herein used shall mean any worker or workers covered by this agreement.

2. The Company recognizes the Union during the term of this agreement, as the exclusive bargaining agent of the employees for the purpose of collective bargaining with respect to wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

3. The general purpose of this agreement is the furtherance of the mutual interests of both parties, to provide for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy of operation, the quantity and quality of products, cleanliness of the plant and premises and the protection of the Company's property; and further to provide for the establishment of a relationship between the Company and its employees which will contribute to the maintenance of industrial peace and the promotion of a friendly community spirit. Both parties to this agreement recognize it to be their duty to cooperate fully with each other, both individually and collectively, towards the attainment of the said objective.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive function and responsibility of the Company to operate and manage its business in all respects, including the extension, limitation, curtailment and cessation of operations. Management shall exercise its rights in a manner that is fair and consistent with the terms and conditions of this agreement.

## **ARTICLE 3 - UNION SECURITY**

1. All employees at date of signing and all future employees upon completion of the probationary period shall as a condition of employment become and remain members of the .

Union in good standing for the duration of this agreement and shall authorize the Company to deduct from their pay the Union dues and initiation fees according to the Constitution of the Union and submit same to the Financial Secretary of the Union, Local 595, before the end of the month in which they are due.

2. Probationary employees will be subject to payment of Union dues from date of hire and will sign an authorization to deduct Union dues and initiation fees from that date.

3. A decision to discharge a probationary employee shall not be reversed through the grievance or arbitration procedure.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

There shall be no strikes or lockouts so long as this Agreement continues to operate.

#### **ARTICLE 5 - NO DISCRIMINATION AND INTIMIDATION**

The Company and the Union agree that they will not discriminate against any person because of any ground of discrimination prohibited by the Human Rights Code, 1981 or the Canadian Charter of Rights and Freedom.

#### **ARTICLE 6 - UNION COMMITTEES**

1. The Union shall appoint or otherwise select a Negotiating Committee of four (4) employees. The Company shall recognize and deal with the Committee with respect to any matter which properly arises from time to time during the term of this agreement.

2. The Committee shall cooperate with the Company in the administration of this agreement.

3. Additional representatives for the Union, not exceeding three (3), may participate in any negotiations at the request of the Union, it being understood that the additional cost will be borne by the Union.

4. The Grievance Committee shall consist of the following: The President, Vice President, Recording Secretary, Treasurer and the Shop Steward filing the original grievance. Participation in the negotiating committee shall not exclude a member from appointment to the Grievance Committee.

**ARTICLE 7 - UNION REPRESENTATIVES QUALIFICATIONS, RESPONSIBILITIES AND COMPENSATION**

1. The Union shall appoint or otherwise select a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company.

2. **An** employee shall not be eligible to serve as a Steward or as a member of any Union Committee until after he/she has become a regular employee and has at least one (1) year seniority.

3. The Union shall elect or otherwise select a Steward group, which may be worked out on the ratio of one (1) Steward to each twenty (20) employees. This group shall not include the executive officers of the Local.

4. Stewards, members of committees, and Union officers have regular duties to perform on behalf of the Company. Such persons shall not leave their regular duties without obtaining permission from the Plant Production Supervisor and they shall also report back to the same person before resuming their regular duties. Such permission shall not be unreasonably withheld.

5. The Company will compensate a member of the appropriate Negotiating Committee for time spent out of his regular shift (up to a maximum of seven (7) days) at negotiation other than at Conciliation. Such payment will be at his/her regular straight time hourly rate.

6. Stewards and other Union officers shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business. In accordance with this understanding, the Company shall compensate such employees at their regular rates of pay for the time spent in negotiating with the Company, in handling grievances of employees, attending meetings of the Grievance Committee.

7. The Company shall not compensate any employee for time spent travelling to or from, or in attendance at, any arbitration Conciliation proceeding arising out of this agreement.

8. The Union shall advise the Company in writing the names of all employees who are Stewards, Members of Committees and Union Officers. Employees so named shall be recognized by the Company as the official representatives of the Union until written advice to the contrary has been received from the Union.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

If an employee has any complaint or question which he/she wishes to discuss with the Company, he/she shall take the matter up with his/her immediate Supervisor and if the employee chooses, he/she may be accompanied by his/her Steward.



For the purpose of this Labour Agreement, the definition of a grievance shall be: Any complaint or claim concerning unjust discipline or discharge or alleged violation, interpretation, application and administration of this Agreement.

**Step One (1)** - The Supervisor shall reply in writing within two (2) working days of the discussion with the employee. If the complaint is not resolved to the satisfaction of the employee, it may be taken up in the following manner as soon as possible after the incident occurred.

**Step Two (2)** - The grievance shall be presented to the Production Manager and a meeting of the parties shall attempt to resolve the matter before them. A written reply will be given to the Union within three (3) working days.

**Step Three (3)** - If a further meeting is required in an effort to solve the matter, the Union will notify the General Manager and the parties shall meet as soon as possible. The General Administrator of the Union and the Labour Relations Manager will assist the local parties in trying to reach a satisfactory settlement to all concerned.

The Company shall respond in writing as soon as possible after the second stage meeting.

It is the responsibility of both the Company and the Union to expedite grievance complaints in a responsible and reasonable fashion and any unnecessary delays on either side may give rise to the issue of timeliness.

If the grievance is still outstanding at the end of Step 2, the parties may submit the grievance to **GRIEVANCE COMMISSION** PANEL or apply for arbitration as outlined in the Ontario Labour Relations Act. Such decision

must be made within thirty (30) days of the answer.  
in Step 2.

The Grievance Commission or an arbitrator shall be governed by the following provision:

The Commission or Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon all affected parties.

The Commission or Arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

The Commission or the Arbitrator shall not have the power to alter or amend any of the provisions of this agreement.

The Commission or the Arbitrator shall have the power to modify penalties and relieve against any non-compliance with time limits.

The Commission or the Arbitrator shall have jurisdiction to determine whether a grievance is arbitral.

The cost of the Commission or the Arbitrator shall be equally divided between the Company and the Union.

Each party shall pay its own costs and the fees and expenses of witnesses or Committee members called by it, and of its representatives.

#### **ARTICLE 9 - ARBITRATION**

1. Any grievance or other matter remaining indispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this agreement, may be referred by either party to Arbitration by an Arbitration Board, within a period of thirty (30) days following

the date of the Company's written reply at Step Three .

2. The party submitting a matter to Arbitration, as per Article 8, shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

3. Within ten (10) days after the date of delivery of the foregoing notice, the other party shall appoint its representative within ten (10) days of receipt of this notification.

4. In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Labour of the Province of Ontario or the Labour Arbitration Commission, whichever is applicable, to appoint a representative on behalf of the defaulting party.

5. When a representative for both parties has **been appointed, they shall communicate forthwith** for the purpose of selecting an arbitrator.

6. After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision as soon as possible after the completion of taking evidence.

7. The Arbitration Board is to be governed by the following provisions:

a) the Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties involved.

b) the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

c) each party shall pay its own cost and the fees and expenses of witnesses called by it and of its representatives. Each of the parties shall pay one-half of the remuneration and expenses of the Chairman of the Board.

d) the Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

e) the Board shall not have the power to alter or amend any of the provisions of the Agreement.

f) the Board shall have the power to modify penalties and relieve against non-compliance with time limits.

g) the Board shall have jurisdiction to determine whether a grievance is arbitrable.

#### **ARTICLE 10 - DISCIPLINE**

1. The Company will immediately notify the Union of any suspension or discharge of a permanent employee and reason therefore involving any member of Local 595.

2. Local Management will not take disciplinary action without first warning the employee, unless the facts warrant an immediate suspension or discharge. In taking such disciplinary action, local management shall not consider any previous disciplinary action involving the employee provided that a twelve (12) month period has elapsed from the date of the last infraction. If an employee has been discharged or given a disciplinary layoff and believes that they have been unjustly dealt with, such an employee may

file a grievance in accordance with the grievance procedure contained herein.

When an employee is called into the office for the purpose of receiving a formal disciplinary reprimand, such employee will be accompanied by the appropriate Union representative. A written record of the action to be taken will be prepared by the Supervisor and copies will be given to the individual affected and the Union within three (3) days.

#### **ARTICLE 11 - DISCHARGE CASES**

1. The Company shall notify the Union before an employee is discharged and state the reason for his/her discharge.

2. **An** employee grievance claiming that he/she has been unjustly discharged may be taken directly to Step Three (3) of the Grievance Procedure provided such a grievance is lodged within five (5) working days from the date of the notification to the Union of the discharge. The Company shall notify the Union in writing within two (2) working days of an employee's discharge and the reason therefore and such reason shall be the verbal reason given in accordance with Section 1 of this Article.

#### **ARTICLE 12 - PROBATIONARY EMPLOYEES**

1. **An** employee shall be on probation for ninety(90) working days during which time he/she shall not acquire seniority. Extension of probationary period will be reflected in a Letter of Intent.

2. Summer students shall not acquire seniority. Should the Company agree to change the status of a summer student, that employee shall then become a permanent employee and his/her probation period shall commence once the Union is notified in writing that he/she is no longer a summer student.

Once his/her normal probationary period of ninety (90)

working days is completed, the employee's seniority shall be back-dated to the date of hire in that given year. The summer months for the purpose of the Agreement shall mean between May 15th and September 15th of each year.

3. Any break in service for a period exceeding accumulated probationary service shall result in a loss of service credit.

4. After completion of the probationary period, an employee's seniority shall date back to his/her original date of hire.

5. A probationary employee shall not be paid for a plant holiday except in accordance with the Employment Standards Act.

6. A probationary employee shall be eligible for bereavement leave without pay.

7. A probationary employee shall be paid the job rate.

8. Probationary employees on any shift shall be eligible for overtime assignments only after regular employees on the same shift have been offered the opportunity for working overtime.

### **ARTICLE 13 - SENIORITY**

1. Seniority in this agreement shall mean:

**Plant Seniority:** the length of service an employee has had in the bargaining unit in the Etobicoke plant.

**Job Seniority:** (Lines of Progression Only): The length of time an employee spends on a job within a recognized line of progression once they have posted on to it on a permanent basis.

2. An employee who voluntarily accepts a permanent position outside the bargaining unit shall forfeit all seniority rights and his/her

right to return to the bargaining unit. This section does not apply when an employee is voluntarily replacing a person outside the bargaining unit when the job he/she is temporarily performing has a recognized incumbent.

3. Seniority lists shall be prepared and made available to the appropriate Union Officer as of December 31st of each year and shall be revised when necessary to implement the seniority clauses of this agreement.

4. All employees with seniority who are laid off for lack of work will be placed on the recall list and shall be responsible to notify the Company every six (6) months by registered mail of their desire to be maintained on the recall list, as well as their current address. Failure to so notify the Company will result in their names being removed from the recall list and their status as an employee shall cease.

#### **ARTICLE 14 - GROUNDS FOR TERMINATION**

**An** employee shall be terminated for any of the following reasons:

- a) voluntarily quits the employ of the Company.
- b) is discharged and is not reinstated pursuant to the provisions of the grievance procedure.
- c) is absent for more than four (4) working days and fails to notify the Company, unless special circumstances exist consented to by the Company.
- d) overstays a leave of absence without the consent of the Company, unless special circumstances exist with a bona fide explanation to the Company.

e) fails to report when recalled, subject to the conditions of Article 16, unless special circumstances exist with a bona fide explanation to the Company.

f) is not recalled to work within the period of time that his/her name is to be retained on the recall list (Article 13, Section 4).

#### **ARTICLE 15 - LAY-OFF PROCEDURE**

1. In the event of a lay-off due to lack of work, the Company shall maintain job opportunities by following the principles of seniority, provided that such employees have the ability and are physically able to perform the normal requirements of the jobs that are available.

2. Any arrangement made between the Company and the appropriate Union Committee are to apply to the lay-off in question only and are not necessarily binding on either party for future lay-offs.

3. If a lay-off affects the President the Company shall retain that employee, notwithstanding their position on the seniority list, so long as there is work which they are qualified and willing to perform.

4. Permanent Redundancy of an Employee's Posted Job Position -  
Once a job, or jobs, is declared redundant by the Company and the Union has been notified in writing of the redundancy, the employees affected shall no longer retain their job postings on those jobs declared redundant. These employees shall take an open job in the plant or replace those junior employees who were laid off (if any) as a result of the original jobs becoming redundant, providing he has the ability to perform the normal duties of the job(s) available.



5. When a job is reinstated, the person who was posted will be asked if he or she wants to return to that position. If not, the job will be posted as per the job posting procedure.

6. In the event of a cut-back or lay-off, unposted people will leave their departments first and will be placed in the open jobs.

7. If an employee is working in a department other than his/her own, due to a cut-back or lay-off, they will have no bumping rights in that department. If there is a further cut-back or lay-off these employees will be the first to leave that department.

8. Lines of Progressions - Promotions or Demotions within a line of progression shall be done in accordance with job seniority within that line of progression.

#### **ARTICLE 16 - RECALL PROCEDURE**

1. Seniority shall be the guiding factor in recalling employees on the recall list, so long as it does not prevent the Company from maintaining a work force of employees who are qualified and willing to perform the work which is available. The person with the longest seniority shall be recalled first, unless it is necessary to by-pass a person with seniority, who is on the recall list, because he/she is not qualified or willing to do the work which is available.

2. The Company shall notify an employee on the recall list by personal phone call. If the employee cannot be reached personally by telephone, a registered letter shall be sent to him/her at the last known address. If the person so notified does not return to work within five (5) working days, he will be terminated unless he/she has a reasonable excuse. However, if the

Company is unable to confirm the employee's response to the recall before 9:00 a.m. on the

Friday before the work week commences, the Company may make alternative replacement arrangements without penalty for that given week. The Company will repeat the attempt to contact the employee upon preparation of the following week's work schedule and so notify the Union. A list of those employees who cannot be contacted will be provided to the Union.

3. **An** employee on the recall list who is recalled may decline the recall if the period of re-employment is expected to be temporary or of short duration of ten (10) or less working days.

#### **ARTICLE 17 - JOB POSTING PROCEDURE**

1. a) All job vacancies, which occur within the bargaining unit (except general labour jobs), shall be posted within two(2)working days of the vacancy and shall be posted for a period of three (3) working days. Employees on vacation, leave of absence or sick leave, will have the opportunity to apply for such vacancy provided they make their intention known to the Company in writing prior to or during their leave, and such request shall identify the specific job in question.

b)Such vacancies will be filled in accordance with seniority subject to the ability of the employee to perform the normal duties of the job and be filled no later than the Monday after the end of the posting period subject to the employee's availability as a result of vacations, leaves-of-absence, or sickness. When the permanent transfer of the employee cannot be made as a result of the Company's inability to fill the job position that is now being opened as a result of the successful applicant, the Company may hold the successful applicant back from completing the transfer provided they commence a training program, if required, no later than the Monday when the official end of the job posting period begins.

Once a trained replacement is secured, the Company will then complete the job posting transfer by moving the successful applicant into his/her newly acquired position.

c) Any successful applicant will be on trial for a period not to exceed ten (10) days on the position in question. If the employee proves satisfactory, he/she will then be confirmed in his/her new position. If the employee proves unsatisfactory during the trial period, or asks to be returned to his/her former classification during the trial period, he/she will be returned to his/her former classification and department at his/her former rate of pay, as will the others who were transferred or promoted by reason of the employee's successful application. Successful applicants' names will be posted on the Bulletin Board within forty-eight (48) hours after the period of job posting has expired.

Unsuccessful applicants will be given, provided they ask, the reasons why they were not selected if they are the senior employees on the posting.

d) If a new job is established during the term of this Agreement, it will be posted according to the provisions of this Article and awarded prior to the start and/or training of the said job. Newly created jobs that are considered to be of a temporary nature will be determined within a period of sixty (60) working days.

e) A classification shall be defined as each individual job title in each grade as established in Schedule "A" of this Collective Agreement. Employees who are desirous of transferring within the same classification (excluding lines of progression) and the same department, may make application or request to the Human Resources Department and if

acceptable, may be transferred to such job vacancy before job posting.

f) If a vacancy is due to LTD and the employee has been off for 24 months or such period as the parties mutually agree to the job will be posted permanently. If the disabled employee returns to work after a 24 month period of disability then the returning employee shall take an open job in the plant. If there is no open job available then the employee will bump by seniority the most junior employee in the plant subject to the employees ability to perform the normal requirements of the job in question. If unable to bump the most junior employee, then the employee returning shall continue to move up the seniority list until they find a job they can perform or reach their own seniority date. In the rare circumstances when the employee is unable to bump, the employee will be trained on the job position that the most junior person is on.

#### **ARTICLE 17.2 - LINES OF PROGRESSION**

a) When a permanent vacancy exists in a line of progression employees shall be promoted by job seniority up the lines of progression, on shift if temporary, by job seniority regardless of shift, if permanent and the entry job to that particular line shall be posted within two (2) working days of the vacancy and shall be posted for a period of three (3) working days. Employees on vacation, leave of absence or sick leave, will have the opportunity to apply for such vacancy provided they make their intention known to the Company in writing prior to or during their leave, and such request shall identify the specific job in question.

b) Such vacancies will be filled in accordance with seniority subject to the ability of the

employee to perform the normal duties of the job and be filled no later than the Monday after the end of the posting period subject to the employee's availability as a result of vacations, leaves-of-absence, or sickness. When the permanent transfer of the employee cannot be made as a result of the Company's inability to fill the job position that is now being opened as a result of the successful applicant, the Company may hold the successful applicant back from completing the transfer provided they commence a training program, if required, no later than the Monday when the official end of the job posting period begins. Once a trained replacement is secured, the Company will then complete the job posting transfer by moving the successful applicant into his/her newly acquired position.

c) Any successful applicant will be on trial for a period, not to exceed (10) ten worked days on the position in question. At the end of this (10) ten worked day period the employee may be confirmed for the entry job or if unsatisfactory will be asked to return to his / her former classification, or if the employee decides to return to their former job position he / she shall be returned to his / her former classification and department at his / her former rate of pay, as will others who were transferred or promoted by reason of the employees successful application. If confirmed the employee will then be trained for an additional (20) twenty worked days on the next higher position on that particular line of progression or both higher positions if the entry job is the beginning of a split line of progression. During the (20) twenty worked days of training period the employee will be confirmed satisfactory or deemed unsatisfactory. If deemed unsatisfactory they will be placed back into the general labour pool.

d) If a vacancy is due to LTD and the employee has been off for 24 months or such period as the parties mutually agree to the job will be

posted permanently. If the disabled employee returns to work after a 24 month period of disability then the returning employee shall take an open job in the plant. If there is no open job available then the employee will bump by seniority the most junior employee in the plant subject to the employees ability to perform the normal requirements of the job in question. If unable to bump the most junior employee, then the employee returning shall continue to move up the seniority list until they find a job they can perform or reach their own seniority date. In the rare circumstances when the employee is unable to bump, the employee will be trained on the job position that the most junior person is on.

e) Job Posting Procedures:

Temporary vacancies within a line of progression: Employees will move up on shift for all temporary moves, sickness, vacation, etc & the back-ups will fill the bottom position regardless of shift. Employees will only cross shifts in a line of progression when a permanent move occurs or as a last resort when there are no qualified employees on the shift in question to fill the vacancy. No employees will lose his/her job seniority when such move is the result of a temporary vacancy.

ARTICLE 17.3 - BACK-UP POSTINGS

Back-up postings only apply to non-line of progression jobs. Entry level job in the Lines of progression jobs will be filled with General Help, Miscellaneous, Students and if the Company feels the need for a back-up posting for lines of progression, they will meet with the union and make the necessary arrangements to provide for one. When a back-up posting is required for a non-line of progression job the most senior applicant who has the ability to perform the normal duties

of the job shall be awarded the job postings. If no one has the ability then the senior applicant will be trained. Back-up posted employees will fill the job for temporary absences on shift if through the week or whenever if the opening is required to be filled on a weekly basis. Once the job in question becomes permanent, the employee(s) holding the back-up posting will be offered the job on a permanent basis first by plant seniority before the position is posted plant wide.

#### **ARTICLE 18 - LEAVES OF ABSENCE**

1. The Company may grant a leave of absence in writing to employees. A Leave of absence shall not interfere with regular vacations or statutory holidays of other employees and such employee must utilize any and all vacation time during their leave of absence.

2. A leave of absence for union business shall be made in writing to the Production Manager and such leave shall be granted provided an alternate employee is available to maintain the normal flow of work in the operation concerned.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

(a) When death occurs to an employee's spouse, child, adopted child or step-child, the employee will be granted leave of absence and will be paid for eight (8) hours at his/her regular straight time rate for up to five (5) consecutive scheduled working days lost in the seven (7) day period beginning with the date of death.

(b) When death occurs to an employee's mother, father, foster parents, adoptive parents, brothers, sisters, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, grandfather, grandmother and grandchild, the employee will be granted

leave of absence and will be paid for eight(8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the seven (7) day period beginning with the date of death.

c) In the event of the death of an employee's Sister-in-Law or Brother-in-Law, he/she shall be granted one (1) day's leave of absence with pay. The day of leave shall be the day of the funeral and the employee is required to attend the funeral in order to qualify for payment on that day.

d) When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the seven (7) day period beginning with the date of death.

e) Pay will be at straight time even though one or more of the days of the funeral leave occur on Sunday or a paid holiday.

f) Pay will not be granted if the employee does not attend the funeral except as outlined in Article (c).

g) The regular straight time rate means the straight time rate of the job at which the employee was scheduled to have worked had he/she not been on funeral leave.

## **ARTICLE 20 - PLANT HOLIDAYS**

1. The Company shall pay all regular employees for the following eleven (11) plant holidays subject to the conditions of this article: New Year's Day, Labour Day, Good Friday, Thanksgiving Day, Victoria Day, Christmas Day, Canada Day, Boxing Day, Civic Holiday, Day before Christmas, New Year's Eve (8 hours)



2. A regular employee shall be paid at his/her scheduled wage rate at straight time for eight (8) hours for each of the above holidays whether or not he/she works on those days; except under the following conditions::

a) The Employee does not work his/her scheduled working day prior to the plant holiday and his/her scheduled working day following the plant holiday.

b) If any of the above plant holidays occur when he/she is laid off, except that employees shall be paid for such holiday if the lay-off begins on the regularly scheduled shift next following such holiday.

c) If any of the above plant holidays occur when he/she is on leave of absence, except that an employee shall be paid for the first such plant holiday falling within the first thirty (30) calendar days of a leave of absence.

d) Regular employees suffering intermittent lay-off will be eligible for payment of a plant holiday, providing they were recalled and were available for any work assignment during the ten (10) regular work days preceding the plant holiday, and are available for work if required on the work day following the plant holiday.

3. In the event it shall be necessary to operate any or all departments, including factory services, on any of the above mentioned plant holidays, all time worked on such plant holiday shall be paid at time and one half (1 1/2).

4. In addition to the above mentioned plant holidays, all regular employees shall be entitled to one (1) floating holiday per contract year with pay for eight (8) hours at their scheduled straight time rate. The day observed as a floating holiday shall be such day as may be

mutually agreed upon between an employee and his/her Supervisor.

#### **ARTICLE 21 - VACATIONS WITH PAY**

1. Vacationable earnings shall be calculated from May 1st to April 30<sup>th</sup> and will appear on the employees weekly pay statement. Profit sharing does not form part of the collective agreement and is therefore not included in the annual vacation pay.

2. The anniversary date for annual vacations shall be the first Sunday in May.

3. Employees shall receive an annual vacation with pay in accordance with the following schedule for years of service as of #2 above.

a) Employees who have been employed by the Company for less than one (1) year as of said anniversary date (see #2 above) will receive a vacation period equal to one-half (1/2) day for each month of service with pay equal to four percent (4%) of vacationable earnings.

b) One (1) year of continuous service but less than four (4) years, will receive two (2) weeks' vacation. Vacation pay will be four percent (4%) of the employee's vacationable earnings in the year ending on said anniversary date (see #2 above) or two weeks normal pay whichever is the greater.

c) Four (4) years of continuous service but less than nine (9) years, will receive three (3) weeks' vacation. Vacation pay will be six percent (6%) of the employee's vacationable earnings in the year ending on said anniversary date (see #2 above) or three weeks normal pay whichever is the greater.

d) Nine (9) years of continuous service but less than eighteen (18) years, will receive four (4) weeks' vacation. Vacation pay will be eight percent (8%) of the employee's vacationable earnings in the year ending on said anniversary date (see #2 above), or four weeks normal pay whichever is the greater.

e) Eighteen (18) years of continuous service but less than twenty-five (25) years will, receive five (5) weeks' vacation. Vacation pay will be ten percent (10%) of the employee's vacationable earnings in the period ending on said anniversary date (see #2 above) or five weeks normal pay whichever is the greater.

(f) Twenty-five (25) years of continuous service and more will receive six (6) weeks' vacation. Vacation pay will be twelve percent (12%) of the employee's vacationable earnings in the period ending on said anniversary date (see #2 above) or six weeks normal pay whichever is the greater.

4. Vacations must be taken in the vacation year in which they are due and cannot be accumulated or held over for future years. The Company may close the plant or any part of the Operation for such a purpose at any time convenient to the Company between July 1st to August 30th, in which case notice must be posted by May 1st.

5. Not more than two (2) weeks of vacation may be taken between June 15th and September 15th in any year. The company may grant employees with five (5) years or more service, more than two weeks' vacation between June 15<sup>th</sup> and September 15<sup>th</sup> so long as it does not deny another employee his/her two weeks vacation during this period.

6. Each March 15th the Company shall post on the main bulletin board a notice requesting employees to complete their vacation requests for the upcoming vacation year. The Company will provide the employees with the appropriate forms to be completed. Employees shall indicate their choice

by filling in the list no later than April 15<sup>th</sup> of each year. Where more than the allowed number of

employees request the same weeks off, seniority shall be the governing factor. The Company will post a confirmed vacation list no later than May 1<sup>st</sup>.

1st and 2nd weeks vacation not chosen by May 1st of each year shall be taken on a first come, first served basis.

Schedules for third, fourth, fifth and sixth weeks will be made available by October 1st of each year. Such schedules will be completed by October 31st and finalized by November 15th.

The Company will schedule any outstanding vacations by December 1st. These scheduled vacations may be changed by mutual agreement between the Company and the employee.

7. When a Plant holiday falls within an employee's scheduled vacation period, he/she shall receive payment for such holiday and may, if he/she so desires, receive another day off without pay at a time mutually agreeable to the employee and his/her supervisor. Such day shall not be taken between June 15<sup>th</sup> and September 15<sup>th</sup> of the current vacation year.

The employee will be paid for the plant holiday on the pay period following the scheduled vacation week.

8. Vacation pay cheques will be distributed for each week taken on the last pay prior to the commencement of the vacation of the employee in question, unless the employee requests it in writing two weeks prior to May 1<sup>st</sup> on the forms supplied by the company.

When an employee requests the full vacation pay in May and later approaches the company to waive the vacation entitlement, the employee will not be granted their vacation pay in a lump sum in future years.

**ARTICLE 22A - HOURS OF WORK - Five (5) Day Operation**

1. The Company does not guarantee any minimum hours of work per week, but it does not anticipate having to reduce hours during the life of this Agreement below forty (40) hours per week except as per the reporting allowance and further agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work unless mutually agreed to between the Company and the Union.

2. The regular hours of work shall be forty (40) per week consisting of five (5) days of eight (8) hours per day, Monday to Friday inclusive. By mutual consent start-up may commence at 11:00 p.m. Sunday night.

3. Each employee shall receive a twenty (20) minute paid lunch.

4. Rest Period - all employees shall be allowed one (1) ten (10) minute rest period in each half shift.

5. a) The current practices in effect regarding the starting time, lunch and two rest periods, shall remain in effect during the life of this Agreement between the Company and the Union.

Corrugator employees will be granted a lunch break between the 3rd and 6th hours of their respective shift.

Employees who are members of the corrugator crew shall keep the corrugator operating continuously for their entire shift but shall not be required to remain beyond the end of their regular shift except as outlined in Article 22(7).

The Company will monitor the continuous operation of the Corrugator. Should problems occur with maintaining continuous operation, the Company will present details to the local union executive with the intention of resolving the problem through the establishment of more definite rules.

b) Machines to commence continuous running operation will be mutually agreed to by both parties.

6. For the duration of his/her term of office, the Union President may work steady days irrespective of his/her department's schedule but he/she shall lose all departmental identification and may be directed to any available job throughout the plant. His/her regular posted rate shall become a minimum guaranteed rate otherwise the rate for the job he/she may temporarily occupy shall apply. The present incumbent shall revert to his/her former job upon the expiration of his/her term of office.

7. Employee will be required to remain on their job to a maximum of one half (1/2) hour beyond their regular shift if their relief has not reported to work and has not given the Company at least two (2) hours notice that they will not be reporting to work on time. Such half hour shall be paid at the applicable overtime rates.

#### **Article 22B - Six (6) Day Operation**

The Company may implement a six (6) day work week schedule where required as per and subject to the following conditions:

The Company will give the Union two (2) weeks notice (14 days) prior to the implementation of a six (6) day work week.

Once implemented the Company will maintain the six (6) day operation for a period of thirty (30) days

unless mutually agreed to a lesser time period between the Company and the Union.

## 2. Six Day Operation Rate Premiums

A) If a thirty-eight (38) hour work schedule is implemented the following rate premiums will apply:

Days - \$1.25/hr (7:00 **AM** to 7:00 PM)  
Nights- \$1.75/hr (7:00 PM to 7:00 **AM**)

If a thirty-six (36) hour work schedule is implemented the following rate premiums will apply:

Days - \$1.75/hr (7:00 **AM** to 7:00 PM)  
Nights- \$2.25/hr (7:00 PM to 7:00 **AM**)

B) The appropriate premiums for those scheduled to work 7:00 **AM** to 7:00 PM and 7:00 PM to 7:00 **AM** shall also apply to **all articles of the** collective agreement where the employee is entitled to time off with pay.

C) When an employee, is entitled to time off with pay, ie. plant holiday, floater, jury duty funeral leave, etc.. takes the time off they will be paid their hourly rate plus premium for the hours for which they were scheduled to work had they not taken the time off (12 hours or 8 hours) depending on the agreed to schedule.

Wherever the term eight (8) hours pay or days pay appears in the collective agreement, ie. Plant holidays, floater, jury duty, funeral leave etc.. it shall be deemed to mean the number of hours they were scheduled to work on that particular day as per the agreed to six (6) day schedule.

3. All other clauses will be addressed prior to the implementation of the first six (6) day schedule coming into effect ie. Vacations, leave of absences, etc and must be applied in such a way that connects the eight (8) hour day into a twelve hour day unless mutually agreed to otherwise.

4. If the Company decides to return to a five (5) day schedule as per the collective agreement a one (1) week's notice will be given to the Union and the new schedule will start on the following Monday (Sunday 11:00 PM).

The Company will also revert to a five (5) day schedule as per the collective agreement if the operation(s) operating on a six (6) day schedule does not fill all four (4) shifts for a consecutive three (3) week period after the initial thirty (30) day start-up.

5. Vacancies: The Company and the Union will meet during the year 2005 to determine the method to be used to fill the vacancies for the implementation of the six (6) day schedule. If no agreement is reached then the job posting procedure of the collective agreement will apply.

6. Hours of Work Six (6) Operation

The Company does not guarantee any minimum hours of work per week, but it does not anticipate having to reduce hours during the life of this agreement below thirty-six (36) or thirty-eight (38) as per the agreed to six (6) day operation and operating on six (6) days except as per the reporting allowance and further agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work



unless mutually agreed to between the Company and the Union.

The regular hours of work shall be twelve (12) or eight (8) consecutive hours as per the agreed to schedule in effect at the time.

Each employee shall receive three (3) twenty (20) minute paid lunch/rest periods per twelve (12) hour shift.

A day is defined as a twenty-four (24) hour period beginning at the start of the employees scheduled shift.

The work day is defined as twelve (12) consecutive hours as per the agreed to schedule implemented at the time the six (6) day operation is operating.

The schedules for six (6) day operation shall be one of the following A. Thirty-six (36) hours work week or B. Thirty-eight (38) hour work week as agreed to by the employees working on a six (6) day operation schedule.

If no agreement can be reached by the employee(s) the following schedule will be implemented.

Work Week:

Monday to Saturday inclusive.

Monday shall be deemed to mean Sunday 7:00 PM unless otherwise agreed to by the Company and the Union.

Shifts will be as follows:

Shift A: Monday, Tuesday, Wednesday  
7:00 **AM** to 7:00 PM

Shift B: Thursday, Friday, Saturday  
7:00 **AM** to 7:00 PM  
Shift C: Sunday, Monday, Tuesday  
7:00 PM to 7:00 AM  
Shift D: Wed, Thursday, Friday  
7:00 PM to 7:00 AM

The work week ends 7:00 PM on Saturday evening.

Shifts will rotate unless otherwise mutually agreed to between the Company and the Union.

#### 7. Plant Holidays

Employees working on a six (6) day schedule will be paid their appropriate rate (premium included) for their scheduled hours for the plant holidays.

All other terms found in article 20 plant holidays will apply.

#### 8. Overtime Rules

1. On the one day each week which is called down day (currently Saturday from 7am - to Sunday at 7am) the following procedure shall apply for overtime.

- a) The night shift on Wednesday, Thursday & Friday will not be eligible for the day shift (7-3pm or 7-7pm) on Saturday of each week.
- b) The Sunday shift from 7am-7pm will not be eligible for the preceding Saturday 7pm to 7am Sunday of each week.
- c) Only the other three (3) shifts will be eligible for the down day overtime & it will be administered in the following manner:
  - i) Saturday day shift which includes the 7am - 3pm day shift as well as the 7am - 7pm Saturday shift. The employees who are scheduled in the 7am - 7pm shift Sunday to Friday will be asked according to the job they are scheduled to perform i.e. the Wed, Thurs & Fri crew prior to the Saturday

overtime & the Sunday, Monday & Tuesday crew following the Saturday overtime.

The employees in each job position, with the lowest hours will be asked first until the job positions are filled or everyone has been asked.

If at anytime, a position in a line of progression is not filled then the most senior qualified person in the position below the vacancy who has accepted to work will be moved into the higher open position & the selection process shall continue for the remaining positions to be filled.

- ii) If the overtime is on the Saturday 3-11pm shift, 11-7am shift or 7-7am shift then the same procedure as i) will apply except that the employees will come from the scheduled employees who were working the 7pm-7am shifts Sunday to Friday.
- iii) Any open positions in the bottom job of any line of progression not filled by the scheduled crews as outlined in i & ii will be filled by the regular weekend overtime rule of the lowest hours provided they are qualified & have signed the weekend overtime list.

#### **Article 22 C - Seven (7) Day Operation**

If conditions warrant the Company may institute a seven (7) day, twenty-four (24) hour rotations.

1. The shifts will be:

From 7:00am - 7:00pm - Dayshift

From 7:00pm - 7:00am - Nightshift

a) There shall be a total of (4) four shift groups, two (2) of which will be working while the other to (2) have days off.

The cycle shall begin with the first "three (3) days on" period starting on Monday (Sunday at 7:00pm)

- b) The shift rotations for each group shall be: Three (3) shifts on, two (2) days off, followed by two (2) shifts on, two (2) days off, followed by two (2) shifts on, three (3) days off, followed by a repeat of above.
- c) Each employee on a continuous seven (7) days, twenty-four (24) hour cycle will receive three (3), twenty (20) minute paid lunch / rest periods per each twelve (12) hour shift.
- d) The Company will give the union a two (2) week notice (14 calendar days) prior to implementation of this rotation.
- e) Once implemented, the Company shall maintain this rotation for a period of thirty (30) days.
- f) It is understood that the Company reserves the right to operate any / or all pieces of equipment or operations on this rotation.
- g) Pay for Plant Holidays:  
Employees working on a seven (7) day schedule will be paid their appropriate rate (premium included) for their scheduled hours for the plant holidays.
- h) Floating Holiday: Employees shall be paid an allowance for a regular work day's normally scheduled working hours of 12 hours.
- i) Seven Day operation rate premiums: Night Shift 7:00pm - 7:00am = \$0.75.
- j) The appropriate premiums for those scheduled to work 7:00pm - 7:00am, shall also apply to articles of the collective agreement where the employee is entitled to time off with pay.
- k) All other clauses will be addressed prior to the implementation of the first seven (7) day schedule coming into effect i.e. Vacations, Leaves of Absences, etc. and must be applied in such a way that connects the value of an eight (8) hour day into a twelve (12) hour day unless mutually agreed to otherwise.

- 1) The company and the union will meet to determine the method to be used to fill the vacancies for the implementation of the seven (7) day schedule period. If no agreement is reached then the job posting procedure of the collective agreement will apply.
- m) When working a seven (7) day schedule, Sunday is a premium day and time and a half shall apply to the regular scheduled hours on Sunday. (7:00pm Saturday until 7:00pm Sunday)
- n) Time and a half ( $1\frac{1}{2}$ ) will be paid for all hours worked outside the regular hours of work and for all hours worked on an employee's scheduled day off.
- o) Double time (2) will be paid after twelve (12) consecutive hours of work Sunday through Saturday.
- p) If the Company decides to return to a five (5) day or six (6) day schedule as per the collective agreement, one (1) weeks notice will be given to the union and the new schedule will start on the following Monday (Sunday at 11:00pm) or Sunday morning at 7:00am, if reverting back to a six (6) day schedule.
- q) Move employees up the line of progression on shift and fill the open vacancies by straight time if possible. If unable to fill the position at straight time then move up on shift & employees who are on their scheduled days off will be asked by lowest hours first until the job position is filled. Employees on their day off means the same shift as where the vacancy is just prior to the shift that needs to be filled except that no employee will be asked to work when such work would cause the employee to work twenty-four (24) straight hours. If not filled then any qualified person in that particular line of progression starting with lowest hours except when

such work will cause the employee to work twenty-four (24) straight hours. If still not filled then any qualified person starting with lowest hours except when such work will cause the employee to work twenty-four (24) straight hours.

#### **Article 22 D - Maintenance Weekend Shift**

The Company may schedule up to three (3) millwrights/electricians on a Maintenance weekend shift.

Schedule: Three (3) Twelve (12) hour shifts

Friday: 7:00 **AM** to 7:00 PM

Saturday: 7:00 **AM** to 7:00 PM

Sunday: 7:00 **AM** to 7:00 PM

All hours worked within the above schedule shall be paid at straight time.

A millwright/electrician scheduled on the Weekend Shift may, upon mutual agreement between the Company and the employee, work every other Monday for eight (8) hours at the regular straight time rate for the weekend millwrights/electrician.

Permanent Vacancies on Weekend Schedule:

Millwrights/electricians within the Maintenance Department will be offered the weekend positions (up to three) first. If no one accepts the position then the job positions will be filled with new hires.

Permanent Vacancies in the regular Schedule:

Openings for Monday to Friday millwrights/electricians will be filled in the following manner:

1. Offer to weekend millwrights/electricians by seniority.

2. If one of the weekend millwrights/electricians accepts the weekday positions, they will move to the Monday to Friday schedule.

If no one from the weekend shift accepts the transfer to a weekday schedule (Monday to Friday) then the new hire will be filled in on the Monday to Friday schedule.

**Overtime Opportunities:**

Monday to Friday:

If a millwright/electricians, due to an absence, is being replaced, then the overtime will be offered to the Monday to Friday Millwright/electricians, in accordance with the existing rules. If the overtime needed is a result of an extra millwright/electricians being needed to complete a job then the overtime will be offered to the millwright/electricians with the least amount of overtime within the entire department, including both weekday and weekend millwright/electricians.

Vacation: Vacations will be taken in blocks of 36 hours and weekend vacations will not interfere with the selection of vacation for the Monday to Friday millwrights/electricians.

Plant holidays:

- If a plant holiday falls on a Friday and the employee is scheduled to work, the employee will receive twelve (12) hours of plant holiday pay

- If the employee is on a scheduled day off on the holiday, the employee will receive eight (8) hours of plant holiday pay.

#### **ARTICLE 23 - OVERTIME**

1. Premium time shall be paid for all hours worked outside the regular scheduled hours of work. Premium time shall be deemed to mean time and one-half (1/2) unless otherwise stated.
2. **An** employee shall be paid double his/her straight time hourly rate for hours worked in excess of twelve (12) consecutive hours.
3. Time and one-half (1/2) shall be paid for work performed on Saturday, Sunday and/or Plant Holidays (Article 20).
4. Overtime opportunities in each department shall be distributed as evenly as possible within job classifications with a twenty-five (25) hour differential and a record of such distribution in the current calendar year shall be posted. Rules governing overtime opportunities shall be posted on the Bulletin Boards.
5. Double an employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) consecutive hours on Sundays.

#### **ARTICLE 24 - TRANSFERS**

1. a) When an employee is transferred to a higher rated classification, he/she will be paid the rate of the higher rated classification for the full shift or for as many shifts as the transfer lasts. This provision does not apply to normal relief for rest and lunch periods.
- b) When an employee is transferred to a lower rated classification on a temporary basis, he/she will not receive less than his/her scheduled (weekly scheduled) rate for work performed during his/her regular scheduled hours that week. This



provision does not apply to a transfer which results from an employee's request.

c) When an employee is required to go to another department, the junior employee must go unless his/her skills are required in his/her own department, except that unposted employees shall go first.

#### **ARTICLE 25 - SHIFT PREMIUM**

Shift employees working on regularly scheduled shifts shall receive an off-shift premium of fifty-five (55) cents per hour for the afternoon or third shift which normally starts after 3:00 p.m. and eighty-five (85) cents per hour for the first or night shift which normally starts after 11:00 p.m.

2. Shift employees will be paid the premium for the shift they are scheduled to work and the premium for any full shift worked on overtime, the shift premium to be applied after the overtime premium. When an employee reports early and works a portion of the previous shift, the premium of the scheduled shift, if any, will be applied after the overtime premium. **An** employee on day shift for example, will receive no shift premium for work extending past the end of the shift unless the next full shift is worked.

#### **ARTICLE 26 - REPORTING ALLOWANCE**

1. **An** employee reporting for work, unless previously notified not to report, shall be guaranteed four (4) hours pay or four (4) hours work at his/her regular hourly rate. This guarantee shall not apply if the employee has failed to advise the Human Resources Office Personnel Office of a change of address or telephone number.

**ARTICLE 27 - CALL-BACK ALLOWANCE**

1. If an employee is called back to work after he/she has finished his/her scheduled shift, he/she shall be paid at the rate of time and one-half (1 1/2) with a minimum of four (4) hours pay at straight time but the minimum allowance shall not apply to call-back occurring one hour or less before the start of his/her regular shift.

2. Time for night shift calls start and end at the nearest quarter hour.

**ARTICLE 28 - GENERAL PROVISIONS**

**1. BULLETIN BOARD:**

A Union Bulletin Board shall be supplied by the Company for Union services. All notices shall be signed by the Secretary or President of Local 595 and a copy of each notice shall be filed with the Human Resources Personnel Office at the time of posting.

**2. RATES OF PAY:**

a) Schedule "A" attached to and forming part of this Agreement outlines the rates per hour effective as long as the present Agreement is in force.

Effective Date of Ratification:  
\$750.00 Lump sum to all active employees

Effective January 1, 2009:  
1.5% to all wage rates

Effective January 1, 2010:  
1.5% to all wage rates

Effective January 1, 2011:  
2.0% to all wage rates

Effective January 1, 2012:  
2.0% to all wage rates

Effective January 1, 2013:  
1.75% to all wage rates

Effective January 1, 2014:  
1.00% to all wage rates

b) Should a new job be established during the term of this Agreement, the Company shall meet with the Union to determine the rate for the new job. Failing agreement on the rate the Company may set the rate until adjustments can be made. All rates which are set for the new job become effective as of the starting date of the new job.

### **3. MEMORANDUM OF AGREEMENT**

The Memorandum of Agreement as well as any letter of intent written during the life of this Agreement shall form and become part of this Agreement. Such letters in force at the termination of the agreement will be automatically renewed unless either party issues notice to terminate a letter or letters of intent.

### **4. MEAL ALLOWANCE:**

When an employee is notified after the start of his/her shift that he/she is required to work overtime continuous with that shift, he/she shall be paid a meal allowance of seven dollars (\$7.00) providing he/she works more than two (2) hours of such overtime and, in addition, an employee who works an additional four (4) hours overtime shall be entitled to an additional meal allowance.

### **5. CHANGE OF SHIFT - SHORT NOTICE:**

When the Company requests an employee to change shifts for the convenience of the Company and the period of notice is less than twenty-four (24) working hours prior to the start of the new shift schedule, the employee shall be paid premium time for the first shift.

**6. TOOL ALLOWANCE,** Maintenance employees shall be reimbursed up to a \$100.00 tool allowance upon submission of receipts.

The Company will grant an additional one time paid \$200.00 for achieving the 5S tool box standard.

**7. SUPERVISOR** - Under normal conditions supervisor shall not do work which is customarily performed by members of the Bargaining Unit. This shall not apply when the supervisor is engaged in: a) Training employees. b) Experimental or Development Work. c) Providing assistance which is required in an emergency.

**8. DEFINITION** - Common-Law Spouse shall mean a partner who has been publicly maintained and represented as spouse continuously for the previous one (1) year provided all prior spouses have been disqualified. It is the employee's responsibility to formally inform the Company if he/she wishes a change in status recognized.

**9. SAFETY AND HEALTH** - The Company and the Union shall co-operate in the prevention of accidents and shall promote all health measures necessary to ensure maximum safety to all employees.

**10. SAFETY SHOES** will be worn by all employees as a condition of employment.

Effective upon ratification:

The safety shoe allowance will be \$160.00

**11. PRESCRIPTION SAFETY GLASSES**

Standard industrial safety glasses will be supplied to employees who find it necessary to

wear prescription glasses while performing their jobs. The procedure for supply will be:

1. The Company will select supplier.
2. Dispensing fee is employee's responsibility.
3. Prescription fee is employee's responsibility.
4. The employee may attend the Doctor of his/her own choice.
5. Metal frames or tinted glasses are not considered safe and therefore are not covered in this provision.
6. Company will establish the lenses and frame styles available under this provision. The frame and lenses may be upgraded at the employee's own expense subject to restrictions in 5 above.
7. Company will provide the requisition form with the styles available to the employee before he/she goes to the supplier.
8. This benefit will be made available no more than once every two years.

## **12. LEAD HAND**

Assists, instructs and allocates duties to employees in all phases of work under his/her jurisdiction. Requires little or no supervision and is not responsible for disciplining employees.

## **13. EMPLOYEE OFF WORK**

Employee off work due to illness of three or more days shall notify the Company as soon as possible of the date he/she will be able to return to work. Such notice shall be given no later than 12 noon of the working day

preceding his/her return except on a Friday when notice should be given by 9:00 a.m. unless the employee is unable to do so.

Employee off work due to Vacation or Leave of Absence shall contact the Company by 12:00 noon of the Friday preceding his/her return to work to establish his/her scheduled shift. The Company will accept charges for any long distance telephone calls necessary to enable the employee to adhere to his/her practice unless the employee is unable to do so.

#### **14. TIME LIMITS**

Time Limitations established in the Agreement may be extended by mutual consent of both the Union and the Company.

#### **ARTICLE 29 - CONTRACTING OUT**

The Company will not contract out repair and maintenance work which is regularly performed by the repair crew, for which the plant is equipped, for which crews are available, and which employees are capable of doing.

#### **ARTICLE 30 - GROUP INSURANCE**

##### **A. Active Employees**

Refer to the Norampac Group Insurance Plan Booklet, as per the memorandum of agreement which forms part of this collective agreement.

Effective **January 1, 2009** - Cost sharing will be increased to 80% employer, 20% (Applied to Option #2 for Healthcare & Option # 1 for Dental benefits as per the Noramflex program) employee.

Effective **January 1, 2012** - Cost sharing will be increase to 75% employer, 25% employee. (Applied to Option #2 for Healthcare & Option # 1 for Dental benefits as per the Noramflex program)

Prescription Glasses - Upon ratification, employees are entitled to \$225.00 every two (2) years for prescription glasses.

## **B. Retiree Benefits**

Early Retirement - Age 58 but less than 65

The Company agrees to maintain the retiree benefits for employees who retire and will retire during the life of this agreement between the ages of 58 to 65 as follows:

Life Insurance for the employee: \$60,000 (unless already retired under a lesser amount).

AD & D for the employee: \$60,000  
(Unless already retired under a lesser amount).

Health Care Coverage; As per the coverage outlined in the booklet titled "Your Group Benefits Plan" Norampac Etobicoke Division Active Union Employees November 2001

Normal Retirement - Age 65

The retiree benefit for the normal retirees (age 65) \$4000.00. Employees who have retired early with a non-actuarially reduced pension will retain life insurance coverage in accordance with retiree benefits as above until they reach age 65 at which time life insurance coverage will be reduced to \$4000.00

### Medical Certification Fees

The Company will pay medical certification fees by compensating an employee for the full fee charged by a physician for the completion of a medical certificate of illness or injury, if such certificate is required by the Company to support an employee's claim for benefits

under Weekly Indemnity. Payment will be initiated upon production of a formal receipt from the attending physician.

#### **ARTICLE 31 - PENSION PLAN**

The Pension Plan for Unionized Employees is a successor plan which became effective July 1, 1963. Participation in the Plan is compulsory for all employees hired after Jan 1<sup>st</sup>, 1993.

Profit sharing does not form part of the collective agreement is therefore not included in the calculation of pensionable earnings.

The Plan is administered by a Joint Pension Board in accordance with the terms and conditions of the Full Text of the Plan.

Effective July 1, 2008 the permanent formula is 1.25% of the final average earnings of the participants multiplied by the number of years of his credited service prior to retirement.

Bridge Benefit: Temporary for life of the contract.

July 1, 2008 to December 31, 2009

\$40.00 per month max 30 - Age 58-60

\$23.00 per month max 30 - Age 60-65

Effective Jan 1, 2010

Change \$40.00 to \$43.00

Change \$23.00 to \$25.00 (effective July 1, 2014, the bridging will revert back to the permanent formula (\$30 / \$15))

Employee's contributions:

Effective July 1, 2008 - 3.2% to change to 3.5%

Effective January 1, 2010 - increase to 4%

Effective January 1, 2013 - increase to 4.5% (on a permanent basis)

Effective January 1, 2008 - all new employees including those hired from



January 1, 2008 shall join the Norampac Defined Contribution Component of the Pension Plan and any employees hired prior to January 1, 2008 may at their option on January 1 of each year cease to contribute and accrue additional service their membership in the Defined Benefit Component of the Plan and commence enrolment in the Norampac Defined Contribution Component of the Plan.

#### **ARTICLE 32 - JURY DUTY**

The Company shall grant leave of absence without loss of seniority to an employee who is required for jury duty, crown witness duty, or subpoenaed witness. The employee shall be paid the difference between the pay received for such service and the straight time pay actually lost.

To qualify for this payment, an employee must provide the employer with a written statement from the appropriate court office showing the dates and times for such jury, crown witness service or subpoenaed witness service and the amount of pay received for such services.

#### **ARTICLE 33 - AUTOMATION & TECHNOLOGICAL CHANGE**

a) The Company will advise the Union as soon as possible and in any case not less than ninety (90) days before the introduction thereof, of any technological changes and/or automation which the Company has decided to introduce, that will result in significant changes in the employment status of employees. Information necessary for a constructive discussion of these matters will be made available to the Union.

b) **An** employee who is permanently set back to a lower paid job because of technological change or automation, will receive the rate for his/her

permanent job at the time of the setback for a period of six (6) months and for a further period of six (6) months he/she will be paid an adjusted rate which will be mid-way between the rate for his/her permanent job at the time of the set-back and the rate of his/her new permanent job. At the end of this twelve (12) months period, the rate for his/her new permanent job will apply.

c) When paragraph (a) is implemented there will be a review of the rates and/or crewing. When a function has been substantially changed or a new function or new responsibility is added, a revised or new rate will be established in accordance with Article 28.15.

d) The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfer to other existing jobs will be considered where seniority and ability warrant such consideration.

A Joint Committee shall be established on Automation at the Etobicoke Plant and shall consist of three persons representing the Union. It shall be the function of the Committee to study the effect of technological changes and conditions in the plant and to make such recommendations as are agreed upon to the Plant Manager to ensure that the interests of the Company and of employees are fairly and effectively protected. Normally a Committee would go into action when advised by Plant Management that it has been decided to introduce some technological change or aspect of automation.


ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall become effective, on January 1, 2008 and shall remain effective until June 30, 2014.


SIGNED THIS 17 DAY OF JULY 2008, IN THE CITY OF TORONTO FOR:


FOR THE COMPANY


FOR THE UNION


  
Stephen Beauchamp  
General Manager

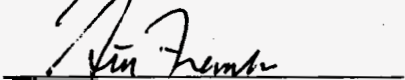
  
Gary Bucella  
General Administrator

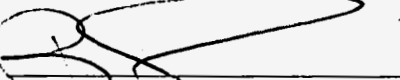
  
Robert Flood  
Production Manager

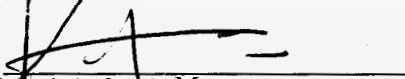
  
Robert Barnes  
Local President

  
Joanne Muriella  
Human Resources Manager

  
Donnie Hunter -  
Local Vice President

  
Stu Fremlin  
Regional General Manager

  
Pedro Procyk  
Treasurer

  
Melissa John  
Regional HR Manager

  
David Primeau  
Recording Secretary

## LETTER OF INTENT

### QUALIFYING HOURS - VACATION

The parties agree to the following language as an addition to the respective Collective Agreements between the above mentioned parties as it pertains to the calculation of vacation pay and the meaning of the words "gross earnings".

Effective January 1, 1994 the following interpretation will be applied.

**"Gross Earnings"** shall be deemed to mean that an employee must be actively employed for a period of at least eight hundred and forty hours (840) in the preceding year in order to have this previous year's vacation pay included in the calculation for his current year's vacation pay. This calculation would then be compared to the employee's normal pay (forty [40] hours) for each week of vacation pay, to determine the greater amount to be paid.

**An** example of the above is as follows:

The employee's current card or posted rate is \$16.60. Therefore his normal pay for a week's vacation would be \$660.00 in the current year in which the vacation is being taken. The employee's previous year's earnings were \$35,000.00 including his previous year's vacation pay. The employee worked 2080 hours during the previous year. The employee is entitled to five (5) weeks vacation with pay. Each week of vacation is calculated at 2%. Therefore 2% of \$35,000.00 equals \$700.00 for each week. The employee's normal pay at the time of the vacation is \$660.00. The employee would receive the \$700.00 for each week of vacation.

A second example is that if all the above factors were the same but the employee worked only 1000 hours in the previous year then his percentage of vacation pay for each week would be 2% of \$17,500.00. This would translate into \$350.00 for each week of vacation entitlement. In this case the normal week's pay of \$660.00 would be greater so the employee would receive the \$660.00 instead of the \$350.00.

If the employee is not actively employed a minimum of eight hundred and forty hours (840) in the previous vacation year then his current year's vacation pay would be calculated as a percentage of the previous year's earnings, excluding the year's vacation pay. The percentage applied would be based on the percent of vacation pay based on the employee's years of service (see Article 21, Vacations of each Collective Agreement).

As example would be as follows:

Again, assuming that all factors stated above are the same except that the employee worked less than 840 hours in the previous vacation year and the employee's earnings were (839 hours at the rate of \$16.50 - \$13,843.50) then the employee would receive 2% of \$13,843.50 or \$278.87 for each week of entitlement. The \$13,843.50 does not include vacation pay from the year in question which would be the previous vacation year from the current year in which the vacation is being taken.

**DATED THIS 21ST DAY OF JULY, 1994**

## APPENDIX "A"

Norampac Etobicoke Division

### INDUSTRIAL MECHANICAL MILLWRIGHT - APPRENTICE

#### **APPRENTICESHIP TRAINING PROGRAM**

1. The purpose of the program is to develop competent industrial Mechanic Millwrights certified by the Provincial Government of Ontario.
2. Applicants for apprentice postings without any previous proven training of any kind will in all cases be subject to the applicant meeting the standards required for acceptance, established by the company and the apprenticeship branch.
3. Upon completion of each period of training in the theoretical part of the training at a government school. The apprentice will be require to pass the test set by the apprenticeship branch before passing on to the next level.
4. Employees who are removed from the program will be offered an entry job in the production area keeping with their plant seniority.
5. All applicants will be tested. The pass mark is an average of 80% with a minimum of 75% in each test. The company will select the most senior applicant who passes the test for entry into the program.
6. The initial starting wage rate will be the base labour rate. Increase in wage rates will be made in six (6) month steps equally divided over a four year period. First half of fifth year will be the certified journeyman rate.

March 24, 2008

LETTER OF INTENT

IMPLEMENTATION OF 2ND PERSON ON BGM

The Company intends to implement a 2<sup>nd</sup> person position on the BGM effective April 13, 2008.

The (4) four senior operators will maintain their current position as BGM Operator.

The (4) four junior operators will revert to the 2<sup>nd</sup> person position.

Both positions will maintain the current operators rate until such time as a rate has been negotiated for the 2<sup>nd</sup> person.

Should any wage rates or adjustments be negotiated as part of the 2008 negotiations, the amounts will be given retro-actively.

Schedule " A Rates of Pay

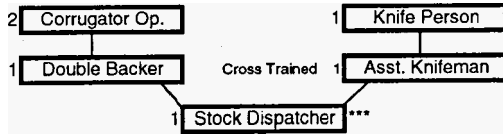
Classification	1-Jan 2008 \$750 Lump	1-Jan 2009 1.5%	1-Jan 2010 1.5%	1-Jan 2011 2.0%	1-Jan 2012 2.0%	1-Jan 2013 1.75%	1-Jan 2014 1.0%
<b>10 - Corr</b>							
Corr-Corrugator Knife Person	\$ 23.91	\$ 24.27	\$ 24.63	\$ 25.13	\$ 25.63	\$ 26.08	\$
Corr-Corr.Wet End Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$
Corr-Corrugator Double Backer	\$ 23.06	\$ 23.41	\$ 23.76	\$ 24.23	\$ 24.72	\$ 25.15	\$
Corr-Assistant Knifeman	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$
Corr-Slitter Operator	\$ 22.39	\$ 22.73	\$ 23.07	\$ 23.53	\$ 24.00	\$ 24.42	\$
Corr-Slitter Helper	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.77	\$ 22.21	\$ 22.60	\$
Corr-Utility Person	\$ 22.08	\$ 22.41	\$ 22.75	\$ 23.20	\$ 23.67	\$ 24.08	\$
<b>36 - Flexo</b>							
Press-Flexo Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Press-Flexo 2nd person	\$ 23.22	\$ 23.57	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.32	\$ 25.58
Press-Die Mounter	\$ 22.67	\$ 23.01	\$ 23.36	\$ 23.82	\$ 24.30	\$ 24.72	\$ 24.97
Press-Flex0Relief person	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
<b>Misc-Bobst D.P. Operator</b>							
Misc-Bobst D.P. Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Misc-Rotary D.P. Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Misc-Master Die Press Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Misc-Bobst Ass't Operator	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Misc-Bobst 2nd Person	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Misc-Rotary 2nd person	\$ 22.94	\$ 23.28	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.02	\$ 25.27
Misc-Rotary Relief person	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Misc-Bobst 3rd person	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
Misc-Shrink Wrap Operator (89)	\$ 21.54	\$ 21.86	\$ 22.19	\$ 22.63	\$ 23.09	\$ 23.49	\$ 23.73
Misc-Shrink Wrap Helper (89)	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
<b>54 - Post / 56 - J &amp; L</b>							
Finish-Specialty Gluer Operator	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Finish-Cascade Operator ( 040)	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Finish-Spty.Gluer Ass't Operator	\$ 21.97	\$ 22.30	\$ 22.63	\$ 23.09	\$ 23.55	\$ 23.96	\$ 24.20
<b>020 - Stranner</b>							
Finish-Strapper Press Operator	\$ 21.81	\$ 22.14	\$ 22.47	\$ 22.92	\$ 23.38	\$ 23.79	\$ 24.02
Finish-Spty. Gluer 3rd person	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
Finish-Cascade 3rd	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
Finish-Cascade Feeder/Helper	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
Finish-Spty. Gluer Catcher	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.78	\$ 22.22	\$ 22.61	\$ 22.83
<b>57 -RP4</b>							
Finish-BP4 Operator	\$ 22.18	\$ 22.51	\$ 22.85	\$ 23.31	\$ 23.77	\$ 24.19	\$ 24.43
Finish-BP4 Feeder	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
<b>39-BGM Jumbo</b>							
Jumbo-Jumbo Press Operator	\$ 23.91	\$ 24.27	\$ 24.63	\$ 25.13	\$ 25.63	\$ 26.08	\$ 26.34
Jumbo - 2nd Person	\$ 23.41	\$ 23.76	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.53	\$ 25.79
Jumbo-relief	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Clamp Truck Op. (099)	\$ 22.37	\$ 22.71	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.40	\$ 24.64
Ship-Fork Lift Shipper (099)	\$ 22.59	\$ 22.93	\$ 23.27	\$ 23.74	\$ 24.21	\$ 24.64	\$ 24.88
<b>Main-Electrician</b>							
Main-Electrician	\$ 26.34	\$ 26.74	\$ 27.14	\$ 27.68	\$ 28.23	\$ 28.73	\$ 29.01
Main-Lead Hand Millwright	\$ 26.34	\$ 26.74	\$ 27.14	\$ 27.68	\$ 28.23	\$ 28.73	\$ 29.01
Main-Boiler Room Person	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.66	\$ 27.19	\$ 27.67	\$ 27.95
Main-Certified Millwright	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.66	\$ 27.19	\$ 27.67	\$ 27.95
Main-Janitor	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
<b>Stock Dispatcher</b>							
Stock Dispatcher	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.68	\$ 23.08	\$ 23.31
General Labour	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.44	\$ 19.83	\$ 20.18	\$ 20.38
Miscellaneous	\$ 20.03	\$ 20.33	\$ 20.64	\$ 21.05	\$ 21.47	\$ 21.84	\$ 22.06
Summer Student 1st year	\$ 11.33	\$ 11.50	\$ 11.67	\$ 11.91	\$ 12.14	\$ 12.36	\$ 12.48
Summer Student	\$ 12.47	\$ 12.66	\$ 12.85	\$ 13.10	\$ 13.37	\$ 13.60	\$ 13.74



# LINES OF PROGRESSION

26-Feb-08

## Corrugator - 6 Employees



### NON-LINE JOBS (Corrugator)

Utility Person  
Clamp Truck  
Slitter Operator (temp.)  
Slitter Helper (temp.)

### Classification Change

\*\*\* Posted Job

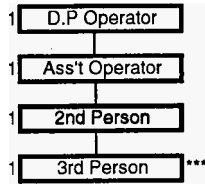
### NON-LINE JOBS DEPT.

Forklift Shipper  
ALL Maintenance  
Strapper Press Operator

### JOBS TO DELETE

Utility Person in-Stock  
Bobst Relief Person  
Downstacker Operator  
Bobst Diecutter Operator  
Bobst Diecutter Helper  
Maintenance Utility Person  
Opti-Check

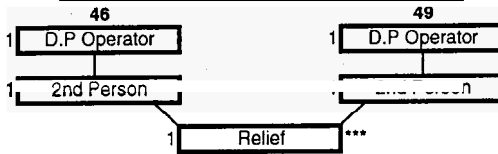
## MISCELLANEOUS - Bobst - 4 Employees



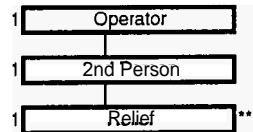
### NON-LINE JOBS (Miscellaneous)

Master Die Press Operator

## MISCELLANEOUS - Rotary 46 & 49 - 5 people



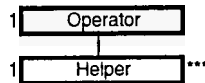
## PRESS - 36 Ward Flexo - 3 People



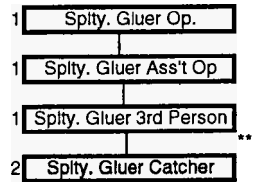
### NON-LINE JOBS (Press)

Die Mounter  
Stock Dispatch

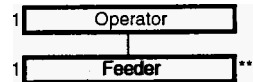
## MISCELLANEOUS - Shrink Wrap - 2 mode



## FINISHING - 56 / 54 - 5 People



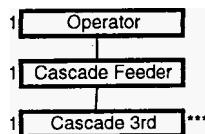
## FINISHING - BP4 - 2 People



### NON-LINE JOBS (Finishing)

Stock Dispatch

## FINISHING - Cascader - 3 People



SJ