

Agreement

By and between
AT Plastics Inc.
Brampton Works
and
Communications Energy
and **Paperworkers** Union
And Its
Local **698**

February 2, 1998 to February 1, 2000

CONTENTS

Article	Page
I Recognition	1
II Co-operation..	3
III Representation	6
IV Hours of Work.....	7
V Overtime and Other Allowances.....	8
VI Wages – Classification	14
VII Seniority.....	15
VIII Occupational Health and Safety.....	17
IX Grievance Procedure.....	19
X Arbitration.....	21
XI Termination	22
XII Notices.....	22
Schedule "A" Training Period and Wage Schedules	23
Schedule "B" Schedule for Arbitration Proceedings	30
Schedule "C" Deduction of Union Dues	31
Schedule "D" Twelve (12) Hour Shifts	32
Schedule "E" Vacations	37

MEMORANDUM OF AGREEMENT

Entered into in ~~sexuplicate~~ this 17th day of December, 1998.

BY AND BETWEEN AT PLASTICS INC.
a business corporation of Canada,
hereinafter call the "Company"

AND

COMMUNICATIONS ENERGY &
PAPERWORKERS UNION
and ITS LOCAL ~~698~~,
hereinafter called the "Union".

WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter contained, the parties have agreed as follows:

ARTICLE I

RECOGNITION

(a) In this agreement:

- (i) "Company" means the corporation AT Plastics Inc., as a whole.
- (ii) "said Works" means the plastic film extrusion and bag making Works of the Company located at 134 Kennedy Road South, **Brampton**, Ontario.
- (iii) "employee" means all persons in the employ of the Company at the said Works save and except Supervisor, those above the rank of Supervisor, Sales Staff, Office and Clerical Staff, Technical Staff (except

for Maintenance Tradesmen and Quality Control Testers), Engineering Staff, Medical Services Staff and Guards.

(iv) "bargaining unit" means the unit of employees as herein defined.

(b) This agreement covers all employees as defined above.

(c) 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 in respect of wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.

(d) The Union **recognizes** the right of the Company to manage the said Works, and to direct the working forces, including the right to hire, promote and transfer any employee and for any justifiable reason to demote, discipline, suspend or terminate the employment of any employee.

(e) The Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.

(f) The Union further **recognizes** the right of the Company to make and alter from time to time rules and regulations to be observed by the employees which rules and regulations shall not be inconsistent with the terms of this agreement.

ARTICLE II

CO-OPERATION

- (a) The Union agrees that it will not cause, **authorize** or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in, or slow-down in *any* department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.
- (b) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.
- (c) The Company agrees that the Union may post notices in the said Works, on notice boards supplied by the Company for such purposes, provided that such notices have been individually approved in writing by the Company. The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices, or any other kind of literature within the said Works or its appurtenances except as herein provided.
- (d) There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.
- (e) No one shall conduct Union activities at the said Works during working hours except as specifically permitted in this agreement.

- (f) The Company agrees to notify the Union of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is exonerated and reinstated, that employee shall be reimbursed for the time lost by reason of such discharge on the basis of regularly scheduled normal number of daily hours of work less earnings received from other employers in respect of the period involved for which the employee is to be reimbursed.
- (g) The Company agrees to forward to the Union Bargaining Committee a copy of any written reprimand placed in an employee's file on or after the effective date of this agreement, except when the employee concerned requests the Company not to do so at the time of the reprimand discussion.
- (h) It is agreed that the application of the Employee Benefit Plans, that is the Pension Plan, the Life Insurance Plan, the Disability Wages for Payroll Employees Plan, the Long Term Disability Insurance Plan, the Service Awards Plan, and the Company Contribution for Health Insurance, shall continue in respect of the employees in conformity with their general application throughout the Company.
- (i) The Company agrees, during the term of this agreement, to grant Vacations with Vacation Allowance in accordance with the provisions contained in Schedule "E" of this agreement.
- (j) Notwithstanding the provisions of Article II (i) it is understood that should a change be made by the Company during the term of this agreement in the Vacations for Payroll Employees Plan which applies generally throughout the Company and which has the effect of increasing the aggregate level of benefits currently provided, the term and

conditions of the revised Vacation for Payroll Employees Plan shall apply to employees on the effective date of such revision.

- (k) During the term of this agreement, the Company will deduct an amount equivalent to the monthly Union membership dues from the wages of each employee who furnishes the Company with a signed **authorization** directing that such deductions be made. Such **authorization** shall be in the form shown in Schedule "C" attached hereto.

All employees hired during the term of this agreement, shall, as a condition of employment, be required to execute such an **authorization** for the deduction of an amount equivalent to the regular monthly Union dues following the attainment of thirty (30) consecutive calendar days employment with the Company. Such **authorization**, and all other **authorizations** in effect on or after the effective date of this agreement shall not be revocable, subject to the provisions of Schedule "C", notwithstanding any provision contained in any previously executed **authorization**. **Authorizations** in the form designated in any previous collective agreement between the Company and the Union and which have not been revoked prior to the effective date of this agreement shall be equally effective except that they shall be deemed to have been amended, as of the date of this agreement, to conform to Schedule "C" attached hereto.

The amount to be deducted shall be equivalent to the regular monthly membership dues duly **authorized** by Local 698, Communications Energy & Paperworkers Union. The Union shall notify the Company in writing thirty (30) days before any change in membership dues becomes effective and the Company shall post a notice on the notice boards indicating the effective date of the new deduction. The Company shall remit to the Treasurer of the local Union the

total amounts so deducted not later than ten (10) days after the deduction has been made. The Company will at the same time forward to the Union a list of those persons who have since the date of the last payment to the Union, supplied the Company with a written **authorization** or who have been transferred out of the bargaining unit or whose employment has been terminated. The Company will forward, when requested by the Union, a list of all employees who have **authorized** such deductions. In consideration of the deducting and forwarding by the Company of the amounts so deducted the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Article.

ARTICLE III

REPRESENTATION

- (a) The Company agrees to **recognize** eleven (11) stewards, one of whom shall be the Chief Steward, to represent employees. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, with the permission of the supervisor, be permitted leave from regular duties for a reasonable length of time in order to investigate and settle grievances.

- (b) The Company agrees to **recognize** a Union Bargaining Committee of four (4) employees, one of whom shall be the Chief Steward.

- (c) The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month, if requested by

either party, for the purpose of discussing matters arising under the agreement or questions relating to productivity improvement and technological change. A representative of the Communications Energy & Paperworkers Union may be in attendance and assist at such meetings, Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property.

- (d) Members of the Union not exceeding two (2) in number at any one time shall be granted reasonable leave of absence without pay for the purpose of attending conventions or other Union functions, provided production requirements permit. Leave of absence will not be granted for the purpose of supplementing or substituting for the regular staff employed by the Union.

ARTICLE IV

HOURS OF WORK

- (a) For employees assigned to three (3) shift continuous operations the normal number of daily hours of work shall be eight (8) hours per day for five (5) days in the week in accordance with the schedule established from time to time for such employees.
- (b) For all other employees the normal number of daily hours of work shall be eight (8) hours per day for five (5) days in the week in accordance with the schedule established from time to time, for an average of forty (40) hours in the week.
- (c) The normal number of daily hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked.

- (d) An employee assigned to continuous shift work shall not leave the work place until relieved by the employee assigned to the same operations on the succeeding shift unless by special permission of a supervisor.
- (e) The Company shall schedule for employees assigned to noncontinuous shift work two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

ARTICLE V

OVERTIME AND OTHER ALLOWANCES

- (a) An employee shall be paid at the rate of time and three quarters for work performed in excess of the normal number of daily hours of work.
- (b) In lieu of payment under clause (a), an employee may request that his overtime hours worked be accumulated so as to allow the employee to receive a maximum of **twenty-four (24)** paid hours off work per fiscal year. Any paid time off work pursuant to this clause must be taken as a full shift **(s)**. Accumulation of overtime hours worked under this clause will be based on applicable overtime rates,

An employee must provide the Company with two (2) days notice of his request for paid time off work pursuant to this clause. Any such request is subject to the Company's production requirements and will not be granted if it would result in more than one employee being off work per shift or department. The Company agrees not to deny an employee's request more than once per fiscal year.

Unused time accumulated under this clause will be paid to the employee at the end of the fiscal year.

(c) Employees shall be paid at the rate of time and three quarters for work required to be performed on their regularly assigned day of rest. The regularly assigned day of rest for shift workers on a continuous shift basis shall be the second day off where two (2) or three (3) days off are indicated by the shift schedule. The regularly assigned day of rest, for day workers on a day shift basis, shall be the second day off where two (2) days off are indicated by the schedule.

(d) Except as otherwise stipulated in this clause (c), employees shall be paid an amount equivalent to eight (8) hours' pay at their straight time hourly rate for the following holidays whether or not they work on such holidays:

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve
Labour Day	New Year's Day

However, employees shall not be entitled to be paid for such a holiday:

- (i) if they do not work on the holiday when they have been required or scheduled to do so; or
- (ii) if they are absent without good cause on the scheduled working day immediately preceding or succeeding the holiday; or
- (iii) if they are absent for any reason except on vacation, on both the scheduled working days immediately preceding and succeeding the holiday; or

- (iv) if such holiday occurs while they are on leave of absence; or
 - (v) if they have been in the employ of the Company for less than sixty (60) consecutive days.
- (e) An employee who works on any of the holidays listed in clause (c) shall, if entitled to the payment in clause (c), be paid in addition thereto at the rate of time and one-half for all hours so worked. Where the provisions of clause (f) of this Article V would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply. If not entitled to the payment in clause (c) an employee shall be paid at the rate of time and one-half for all hours worked on the holidays listed in clause (c).
- (f) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c), the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article V.
- (g) (i) If an employee is summoned by the Company on less than sixteen (16) hours notice to the said Works for the performance of any work at other than regularly scheduled working hours, that employee shall be paid at the rate of time and one-half for such unscheduled work or at the applicable straight time rate for a minimum of four (4) hours, whichever is the greater, except when such work continues into the employee's regularly scheduled working hours, in which case no minimum shall apply. If an employee is advised after leaving the said Works to report for such unscheduled work, the employee shall, in addition, be paid a travelling allowance equivalent to pay for one (1) hour at the applicable straight time rate.

- (ii) "Notwithstanding the foregoing, an employee summoned by the Company for the performance of work at other than regularly scheduled hours on any Statutory Holiday referred to in Article V (c) will be paid at the rate of double time or at the applicable straight time rate for a minimum of four (4) hours, whichever is greater. The employee shall, if summoned on less than sixteen (16) hours notice, be paid a travelling allowance equivalent to one (1) hour at the applicable straight time rate."

- (h) Whenever an employee's regularly scheduled working hours are changed by the Company, that is both starting and finishing times changed, that employee shall be paid at the rate of time and three-quarters for work performed during the first working day following such change, unless a minimum of twenty-four (24) hours prior notice of such change has been given by the Company.

- (i) Notwithstanding the foregoing provisions of this Article V an employee shall be paid at the straight time rate for overtime work performed, with the permission of the supervisor, at the employee's own request in substitution for regularly scheduled working hours or in an exchange of working hours with another employee.

- (j) If as a result of a change in schedule any employee is required to work in excess of seven (7) consecutive days without having been paid at the rate of time and one half or time and three quarters for an entire shift under the provisions of clause (a), (b), (d), or (g) for one or more of such seven (7) consecutive days, the employee will be paid at the rate of time and three quarters for the eighth day worked.

- (k) An employee shall not be entitled to be paid under more than one clause of this Article V unless otherwise specifically provided and, in any event, the rate of payment, excluding the minimum payment and travelling time provided for in clause (f)(i), shall not exceed twice the straight time hourly rate except in respect of work performed on a **recognized** holiday specified in clause (c) in which case such rate, excluding the minimum payment and travelling time provided for in clause (t)(i) but including the holiday allowance provided for in clause (c), shall not exceed three times the straight time hourly rate.

- (l) An employee summoned to report for jury duty on a regularly scheduled work day and would have worked if not been so summoned, shall be paid the amount, if any, by which the payment received for jury duty on any such day is less than the amount that would have been paid for the time required to be absent from normal regularly scheduled hours of work on such day calculated at the applicable straight time hourly rate. To be eligible for such payment the employee must notify immediate supervision as soon as possible following receipt of the notice to report for jury duty and must furnish to the Company satisfactory proof from the court, showing the dates, the time served and the amount paid for such service. It is understood that the employee shall report for regular duties with the Company when services are not required by the Court for jury duty.

- (m)(a) An employee who has been in the employ of the Company for thirty **(30)** consecutive calendar days shall be eligible for the following bereavement leave:
 - (i) in the case of an absence from work for the purpose of arranging and/or attending the funeral or service of a wife, husband, daughter, son, mother, father,

sister, brother, mother-in-law, father-in-law, **sister-in-law**, brother-in-law, up to a maximum of three **(3)** consecutive days within the period commencing on the date of death and extending up to and including the date of the funeral or service.

(ii) in the case of an absence from work for the purpose of arranging and/or attending the funeral or service of a grandmother, or grandfather, up to a maximum of one day within the period commencing on the date of death and extending up to and including the date of the funeral or service.

(b) Where any such bereavement leave falls on a day on which the employee is regularly scheduled to work and would have worked had bereavement leave not been granted, that employee shall be paid a bereavement allowance for each such day equivalent to the applicable straight time hourly rate for the normal scheduled number of daily hours.

(c) It is understood that if any employee is absent from work because of vacation, a **recognized** holiday described in Article V **(c)**, illness, an absence not **authorized** by the Company or a leave of absence with **or** without pay **for** any other reason, that employee shall not be entitled to any bereavement allowance during such absence. To qualify for bereavement leave and allowance, the employee must notify immediate supervision as soon as possible following the bereavement.

(n) An employee who is subpoenaed to testify in a judicial court of law regarding a case in which he is a witness to, or a victim of, an alleged offence will be granted a leave of absence for the period required to attend and testify at the court proceedings. During such leave, the employee will be paid at the applicable straight time hourly rate for the regularly scheduled working hours he or she would have

worked had the employee not been required to attend the hearing, less any remuneration received as a result of having testified.

ARTICLE VI

WAGES - CLASSIFICATION

- (a) The classification of existing occupations and the wage rates applying thereto shall be as shown in Schedule "A" which is made part of this agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this agreement or a new occupation is established, the occupation may be reclassified or classified, as the case may be, by the Company and the Company agrees to review such changed or new classification with the Union.

- (b) The classification of the employee shall be done by the Company. While an employee may at any time discuss his classification with his supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or change in classification to which such employee objects.

- (c) If an employee is assigned to work in a higher rated classification, that employee shall be paid at such higher rate during the time of said assignment, provided that, if the higher rated classification carries a training period wage range, then that employee shall be paid the starting rate for such classification or such higher rate within the applicable range. If an employee is temporarily assigned to work in a lower rated classification for the convenience of the Company, said employee shall be paid at the classification rate under which the employee is listed on the payroll.

ARTICLE VII

SENIORITY

- (a) An employee who, immediately before the coming into force of this agreement, was in the employ of the Company with in the Bargaining Unit at the said Works and who had acquired seniority status shall for the purpose of this agreement retain the seniority possessed at such time.
- (b) An employee shall acquire seniority status after being in the employ of the Company for a probationary period of one hundred and eighty (180) consecutive days,
- (c) Except as above and hereinafter provided, in calculating seniority for the purpose of this agreement, all periods of a person's employment at the said Works or its predecessors, within the bargaining unit, which employment was not interrupted otherwise than by a layoff of less than twelve (12) months, shall be included.
- (d) Seniority shall govern in the case of a lay-off or of a transfer or promotion or demotion to a classification in Schedule "A" provided the senior employee is qualified to perform the job as well as other employees.

The provisions of the first paragraph of this clause (d) shall not apply in the case of the following temporary adjustments:

- (i) a layoff which the Company expects to remain in effect for one week or less;
- OR
- (ii) A transfer or promotion or demotion to a classification in Schedule "A" for the purpose of

temporarily replacing a person who is expected to be absent on vacation or because of illness for a period of thirty (30) days or less;

- (iii) A transfer or promotion or demotion to a classification in Schedule "A" for reasons other than those specified in Section (ii) above which is expected to remain in effect for two (2) weeks or less.

If any such temporary adjustment should subsequently become permanent or exceed the stipulated time limits, the provisions of the first paragraph of this clause (d) shall apply immediately but such application shall be without retroactive effects.

- (e) Seniority shall be lost upon termination of employment for any reason, or upon a transfer to a position outside the bargaining unit. Notwithstanding the foregoing, however, seniority lost upon a layoff lasting less than twelve (12) months shall be restored upon re-employment; seniority lost upon a transfer to a position outside the bargaining unit shall be restored upon re-entering the bargaining unit together with full seniority credit for the time spent in the Company's employ outside the bargaining unit provided, however, that such seniority credit shall not exceed one (1) year where the time spent outside the bargaining unit on any occasion was for a period in excess of one (1) year and provided that the period of such employment outside the bargaining unit was not interrupted otherwise than by a layoff of less than twelve (12) months, and provided that the period of employment outside the Bargaining Unit does not exceed three (3) years in which case all seniority credit shall be forfeited.
- (f) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

ARTICLE VIII

OCCUPATIONAL HEALTH AND SAFETY

(a) The Company and the Union recognize their mutual interest in safe working conditions and a high level of safety awareness among all employees. To this end the Company agrees to continue to make reasonable provisions for the occupational health and safety of employees during the hours of their employment, and both the Company and the Union agree to participate in the co-operative and advisory activities specified in this Article VIII.

(b) Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

Notwithstanding the foregoing, the Company will contribute up to one hundred dollars and ten dollars (~~\$110.00~~) in each contract year of this Agreement toward the cost of safety shoes or boots which the Company requires all employees to wear while at work. Any amount remaining in an employee's safety shoe or tool allowance account at the expiry of an Agreement shall be carried over and applied at the start of the next Agreement.

(c) Whenever the Company recommends to the employees for their better protection the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

(d) It is understood that an employee shall have the right and obligation to report and explain to his immediate supervisor working conditions which he believes to be unsafe.

- (e) The Company agrees to **recognize** a Joint Committee on Occupational Health and Safety which shall meet at least once a month to discuss occupational health and safety matters and to make recommendations to the Company on such matters.
- (f) The Joint Committee on Occupational Health and Safety shall be composed of three (3) employee representatives selected by the Union and an equal number of management representatives.
- (g) The Company agrees to provide the Joint Committee on Occupational Health and Safety with a monthly summary of disabling injuries at the Works, reports of investigations carried out by the Company on disabling injuries, potentially disabling injuries and unusual occurrences and minutes of meetings held with the Joint Committee on Occupational Health and Safety. It is agreed that such minutes will be posted on appropriate plant bulletin boards.
- (h) The Company agrees to communicate to and discuss with the Joint Committee on Occupational Health and Safety, changes planned by the Company in its safety requirements which affect a majority of employees at the Works before such changes become effective.
- (i) An employee representative of the Joint Committee on Occupational Health and Safety shall be permitted to accompany a government safety inspector, if requested by the inspector to do so, during an official inspection of the Works.
- (j) Where an investigation team is established by the Company to investigate the cause of a disabling injury, an employee representative of the joint Committee on Occupational Health and Safety will be assigned by the Company to the investigation team.

- (k) An employee representative who happens to be on duty shall be paid at the applicable straight time hourly rate for that part of the employee's regularly scheduled working hours devoted to participation in any of the occupational health and safety functions specified in this Article VIII.

An employee representative who happens to be off duty and who participates in any of the occupational health and safety functions specified in this Article VIII shall be paid in accordance with the terms of the agreement for the period of time devoted to such activities.

ARTICLE IX

GRIEVANCE PROCEDURE

- (a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

Step 1: The employee shall take up his grievance directly with the shift section head or supervisor, except where the employee believes that proper expression or explanation is difficult with the section head or supervisor, in which case the employee may report the matter to the steward representing his group, who, together with the employee, may take the matter up with the section head or supervisor. With the permission of the employee's supervisor another steward may be consulted on a grievance by the employee in the absence of the regular steward representing the group or shift.

Step 2: If the grievance is not adjusted by the section head or supervisor within forty-eight (48) hours after the grievance has been submitted to him under the provisions of Step 1, the employee may report the matter to the steward representing the group, who, together with the employee, may take up the matter with the section head or supervisor and shall at the same time present a written summary of the grievance, signed by the employee.

Step 3: If the section head or supervisor does not settle the matter to the satisfaction of the employee within forty-eight (48) hours after the grievance has been submitted under the provisions of Step 2 hereof, the employee and the steward, or Chief Steward may take up the matter directly with the appropriate manager.

Step 4: If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the manager, the steward may submit the grievance in writing to the Union Bargaining Committee with a copy to the Company. The Union Bargaining Committee may then discuss it with the Company at a time to be agreed upon.

(b) All decisions arrived at by agreement between the Company and the Union Bargaining Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union.

(c) Nothing in this agreement shall be deemed to take away the right of the individual employee to present any personal grievance to the Company.

(d) The time limits specified in this Article IX shall be deemed to be exclusive of Saturdays and Sundays and those

holidays described in Article V of this agreement.

- (e) While an employee may discuss a grievance with his section head or foreman at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance or if more than two (2) weeks have elapsed from the time the employee receives a decision in writing at any step in the grievance procedure to the time the grievance is carried to the next higher step.

ARTICLE X

ARBITRATION

- (a) Within a period of thirty (30) days following the date of the communication of the Company's decision to the Bargaining Committee any grievance or other matter in dispute between the Company and the Union, involving the interpretation, application, operation or alleged violation of any article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "B" of this agreement.
- (b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.
- (c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.



ARTICLE XI

TERMINATION

- (a) This agreement shall become effective on the **2nd** day of February, **1998** and shall remain in full force and effect up to and including the **1st** day of February **2000**.
- (b) Either party may on ten (**10**) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of ninety (**90**) days prior to the **expiry** date and both parties shall there upon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.
- (c) The party giving notice in accordance with clause (b) here of shall at the same time as such notice is issued, and the party receiving the notice shall within ten (**10**) days of its receipt of such notice, respectively present to the other party in writing any proposed modifications or revisions of this agreement.

ARTICLE XII

NOTICES

Notices provided in Schedule "B" and Article X shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of Local **698** and if to the Company, to the Manager of Personnel at the said Works

AT PLASTICS INC.

E. Couling, Personnel Manager, Brampton Works

R. Cowan, Operations Planning and Accounting Manager

A. Van Leeuwen, Operations Manager

COMMUNICATIONS ENERGY & PAPERWORKERS

UNION LOCAL 698

D. Elliott, President, Local **698**

G. Buchanan, National Representative

M. Van Reek, B. Fisher, D. Prior

SCHEDULE 'A'
TRAINING PERIODS AND WAGE SCHEDULE
EFFECTIVE FEBRUARY 2, 1998

Classification	Start	3	6	12	Trained
Extrusion					
Helper	16.57	16.73		17.01	17.01
Extrusion Trainee	17.23	17.49			17.49
Extrusion Operator	18.06	18.58	18.95		18.95
Mezzanine Operator	18.25	18.81	19.18		19.18
Co-Extrusion Trainee	19.23	19.49	19.73		19.73
In-Line Trainee	19.23	19.49	19.73		19.73
Co-Extrusion Operator	20.11	20.57	20.96		20.96
In-Line Operator	20.11	20.57	20.96		20.96
Lead Operator	21.58	22.01			22.01
Bag Making					
Slitter Trainee	17.01	17.19			17.19
Slitter Operator	17.23	17.49			17.49
Valve Bag Trainee	17.79	18.01	18.24		18.24
Valve Bag Operator	19.50	19.78	19.99		19.99
Senior Valve Bag Operator	20.43		20.98		20.98
Film Orienter Trainee	17.79	18.01	18.24		18.24
Film Orienter Operator	19.50	19.79	19.99		19.99

Classification	Start	3	6	12	Trained
Printing					
CI Press Trainee	19.23	19.49	19.73		19.73
CI Press Operator	20.11	20.57	20.96		20.96
Service Division					
Quality Control Tester	17.74	18.28			18.28
Production Service Person	18.06	18.58	18.95		18.95
Bulk Resin Operator	18.25	18.81	19.18		19.18
Warehouse Person	18.25	18.81	19.18		19.18
Senior Warehouse Operator	19.51	19.70			19.70
Warehouse Leader	20.73				20.73
Print Service Person	19.50	19.78	19.99		19.99
Senior Print Service Person	20.29	20.96			20.96
Maintenance Division					
Assistant Maint. Store Person	17.94	18.26	18.61		18.61
Maintenance Store Person	18.81	19.18			19.18
Building Repair Person	20.10	20.36	20.55		20.55
Extrusion Service Person	22.00	22.33	22.82		22.82
Electrician	22.71	23.10			23.10
Mechanic	22.71	23.10			23.10
Student Rate	13.27				

SCHEDULE 'A
TRAINING PERIODS AND WAGE SCHEDULE
EFFECTIVE FEBRUARY 2, 1999

Classification	Start	3	6	12	Trained
Extrusion					
Helper	17.07	17.23		17.52	17.52
Extrusion Trainee	17.75	18.01			18.01
Extrusion Operator	18.60	19.14	19.52		19.52
Mezzanine Operator	18.80	19.37	19.76		19.76
Co-Extrusion Trainee	19.81	20.07	20.32		20.32
In-Line Trainee	19.81	20.07	20.32		20.32
Co-Extrusion Operator	20.71	21.19	21.59		21.59
In-Line Operator	20.71	21.19	21.59		21.59
Lead Operator	22.23	22.67			22.67
Bag Making					
Slitter Trainee	17.52	17.71			17.71
Slitter Operator	17.75	18.01			18.01
Valve Bag Trainee	18.32	18.55	18.79		18.79
Valve Bag Operator	20.09	20.37	20.59		20.59
Senior Valve Bag Operator	21.04		21.61		21.61
Film Orienter Trainee	18.32	18.55	18.79		18.79
Film Orienter Operator	20.09	20.37	20.59		20.59

Classification	Start	3	6	12	Trained
Printing					
CI Press Trainee	19.81	20.07		20.32	20.32
CI Press Operator	20.71	21.19			21.59
Service Division					
Quality Control Tester	18.27	18.83			18.83
Production Service Person	18.60	19.14	19.52		19.52
Bulk Resin Operator	18.80	19.37	19.76		19.76
Warehouse Person	18.80	19.37	19.76		19.76
Senior Warehouse Operator	20.10	20.29			20.29
Warehouse Leader	21.35				21.35
Print Service Person	20.09	20.37	20.59		20.59
Senior Print Service Person	20.90	21.59			21.59
Maintenance Division					
Assistant Maint. Store Person	18.48	18.81	19.17		19.17
Maintenance Store Person	19.37	19.76			19.76
Building Repair Person	20.70	20.97	21.17		21.17
Extrusion Service Person	22.66	23.00	23.50		23.50
Electrician	23.39	23.79			23.79
Mechanic	23.39	23.79			23.79
Student Rate	13.67				

SCHEDULE "A"

WAGERATES OF APPRENTICES

ELECTRICAL APPRENTICES

Rates of pay for those employees indentured in an Electrical apprenticeship shall be as follows:

5 YEAR APPRENTICESHIP

Ist Year Level	1	70% Of The Trained Rate For The Electrician Classification
	2	75% Of The Trained Rate For The Electrician Classification
	3	80% Of The Trained Rate For The Electrician Classification
	4	85% Of The Trained Rate For The Electrician Classification
	5	90% Of The Trained Rate For The Electrician Classification

An employee who has completed a five (5) year Electrical apprenticeship, including completion of the required training time and trade courses, and has passed the trades certificate examination required to become a certified Journeyman Electrician shall receive the trained rate of the Electrician Classification.

MECHANIC APPRENTICES

Rates of pay for those employees indentured in a Mechanical (Millwright) apprenticeship shall be as follows:

Year	1	70% Of The Trained Rate For The Mechanic Classification
------	---	---

- 2 75% Of The Trained Rate For The
Mechanic Classification
- 3 80% Of The Trained Rate For The
Mechanic Classification
- 4 90% Of The Trained Rate For The
Mechanic Classification

An employee who has completed a four (4) year Mechanical (Millwright) apprenticeship, including completion of the required training time and trade courses, and has passed the trades certificate examination required to become a certified Journeyman Mechanic (Millwright) shall receive the trained rate of the Mechanic Classification.

Shift Premium

A premium of forty-seven cents (\$.47) per hour shall be paid for work performed on regularly scheduled evening shifts commencing between the hours of 3:30 p.m. and 9:59 p.m. A premium of sixty three cents (\$.63) per hour shall be paid for work performed on regularly scheduled night shifts commencing between the hours of 10:00 p.m. and 2:59 a.m.

Effective February 2, 1999, afternoon premium is amended to read forty-eight cents (\$.48) and night shift premium is amended to read sixty-five cents (\$.65)

Sunday Premium

An employee who is regularly scheduled to work on Sunday will be paid in addition to any shift premium, a premium of four dollars and seventy cents (\$4.70) per hour for each hour worked on Sunday. Effective February 2, 1999, this premium is amended to read four dollars and eighty-four cents (\$4.84)

This premium will be added to the rates shown in Schedule "A" of this agreement but is, at all times, to be shown separately from those rates. The premium is to be added to the rate after and not before calculating overtime.

Working Leader

A working leader will receive one dollar (\$1.00) per hour more than the rate of the highest rated employee in the group which that employee leads.

AT PLASTICS INC.

**Communications Energy & Paperworks Union
Local 698**

SCHEDULE "B"

SCHEDULE FOR ARBITRATION PROCEEDINGS

- (1) The party desiring to submit a matter to arbitration 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 by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- (2) Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
- (3) In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.
- (4) When the representatives have been appointed they shall meet forthwith to choose a chairperson, who with the two representatives shall constitute the arbitration board.
- (5) Should the representatives fail within five (5) days to agree on a chairperson, the Minister of Labour of the Province of Ontario may be requested by the representatives or either of them to appoint a person who shall be chairperson of the arbitration board.
- (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 within

seven (7) days after the completion of taking evidence.
(7) The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and those holidays described in Article V (c) of this agreement and may be extended by mutual consent of the parties or by the arbitration board.

SCHEDULE "C"

DEDUCTION OF UNION DUES

TO: AT PLASTICS INC.
Brampton, Ontario

I hereby direct and **authorize** you to deduct from the wages payable to me on the first regular pay of each month an amount equivalent to the regular monthly membership dues **authorized** by Local **698**, Communications Energy & Paperworkers Union, and to remit the amount so deducted to the Treasurer of the said Local Union, not later than ten (10) days thereafter during the term of and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between the Company and the said Local Union which provides for deduction and remittance of dues. This **authorization** will take effect seven (7) days after it is received by the Company and may not be revoked by me except that termination of my employment with the Company or a transfer to a position outside of the bargaining unit shall cancel this **authorization** but if I am subsequently **re-employed** within the bargaining unit, this **authorization** shall become effective again automatically seven (7) days after the date of my **re-employment** or transfer.

Signature

Date

Witness

SCHEDULE "D"
TWELVE (12) HOUR SHIFTS

GENERAL

Employees who work regularly scheduled twelve (12) hour shifts shall be governed by the terms and conditions of this agreement except where additions and revisions to such terms and conditions are specifically noted in this Schedule "D" in which case such additions and revisions shall apply.

1. APPLICATION

Twelve (12) hour shifts shall apply only to employees assigned to continuous operations.

2. REPLACEMENT SYSTEM

An employee scheduled to work a twelve (12) hour shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the immediate supervisor, or delegate, of the absence and the expected length of such absence as soon as possible and in no event later than one (1) hour after the scheduled commencement of the shift. As soon as the immediate supervisor, or delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an available qualified employee to perform the work required from among available qualified employees at work in the Department. In the event such an assignment is not practicable, the immediate supervisor or delegate will first offer such work to those employees assigned to twelve (12) hour shifts in the same classification who are on scheduled days off. If the immediate supervisor or delegate is unable to obtain a replacement from among such employees, the work will be offered to qualified employees assigned to twelve (12) hour shifts who are on scheduled days off.

If the immediate supervisor or his delegate is still unable to obtain a replacement, an employee assigned to twelve (12) hour shifts in the same classification who is on a scheduled day off will again be contacted. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required.

3. REVISIONS TO CLAUSES IN THE COLLECTIVE AGREEMENT

ARTICLE II - CO-OPERATION

II (h) Replace the present clause with the following clause:

"It is agreed that the application of the Employee Benefit Plans, that is the Pension Plan, the Life Insurance Plan, the Disability Wages for Payroll Employees Plan, the Long Term Disability Insurance Plan, the Service Awards Plan, and the Company Contributions for Health Insurance, shall continue in respect of employees assigned to twelve (12) hour shifts in conformity with their general application throughout the Company. It is understood that the benefits provided in any one of such plans to employees assigned to twelve (12) hour shifts shall not exceed those which they would have received had they been assigned to an eight (8) hour continuous shift schedule."

ARTICLE IV - HOURS OF WORK

IV (a) Add the following to clause IV (a):

"For employees assigned to work on the twelve (12) hours shift schedule the normal number of daily hours of work shall be twelve (12) for an average of forty (40) hours per week in accordance with the schedules established from time to time for such employees. Notwithstanding the foregoing it is agreed that the schedule for employees assigned to twelve (12) hour

shifts may be so arranged as to provide an average work week of forty-two (42) hours.”

ARTICLE V - OVERTIME AND OTHER ALLOWANCES

V (a) Add the following to clause V (a):

- (I) “Where, pursuant to clause IV (a), the schedule for employees assigned to twelve (12) hour shifts is so arranged as to provide an average work week of forty-two (42) hours, the hours which are in excess of an employee’s normal number of daily hours of work and for which time and one-half will be paid shall be deemed to be the last four (4) hours of the fourth 7:30 p.m. to 7:30 a.m. night shift which the employee has worked and the last four (4) hours of the fourth 7:30 a.m. to 7:30 p.m. day shift which has been worked in the two forty-eight (48) hour work weeks in each four (4) week cycle.
- (II) Notwithstanding the foregoing an employee who is absent from scheduled work for any reason during a week in which the employee is scheduled to work forty-eight (48) hours shall be paid at the rate of straight time instead of time and one-half for the last four (4) hours of the fourth 7:30 p.m. to 7:30 a.m. night shift or the last four (4) hours of the 7:30 a.m. to 7:30 p.m. day shift, referred to in V (a) (I), as the case may be, except when such absence occurs on the first or second or third scheduled working day in a week in which four (4) working days are scheduled and is due to an illness of one day or less, an approved bereavement leave of one day or less, an approved absence on an employee’s first scheduled working day following his vacation which may be granted under the provisions of the addition to Clause V (d) noted below, or any absence of three (3) scheduled working hours or less. It is understood that the foregoing exceptions relating to absences due to illness and bereavement shall only

apply when an employee has advised the Company of such absence on the date the absence occurs or in the case of an approved absence on the first scheduled working day following an employee's vacation when an employee has received approval for such absence from the Company prior to the date that the absence occurs.

V (d) Add the following to Clause V (d):

Employees regularly assigned to twelve (12) hour shifts whose work schedule requires that they work on one or more of the **recognized** holidays stipulated in Article V (c) may request one scheduled work day off without pay in each calendar year for each such **recognized** holiday so worked up to a maximum of three. Subject to production requirements the Company agrees to make every reasonable effort to grant such time off from scheduled work. It is understood that when such time off from scheduled work is not requested within the calendar year it shall not be carried over to the next calendar year.

V (j) Amend to read as follows:

"An employee shall not be entitled to be paid under more than one clause of this Article V or Schedule "D" unless otherwise specifically provided and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article V (f)(i) shall not exceed time and three-quarters except in respect of work performed on the **recognized** holidays specified in Article V (c), in which case such rate, excluding the travelling allowance and minimum payment provided for in Article V (f)(i) but including the holiday allowance specified in Article V (c) shall not exceed three (3) times the straight time hourly rate."

SCHEDULE "A"
SHIFT PREMIUM

Replace the paragraph concerning shift premiums with the following:

"A premium of seventy (\$.70) cents per hour will be paid for regularly scheduled shift work performed on the twelve (12) hour night shifts."

Effective February 2, 1999, this premium is amended to read seventy-two (\$.72) cents.

4. CRITERIA FOR TERMINATION OF TWELVE (12) HOUR SHIFTS

Twelve (12) hour shifts may be terminated by the Company or the Union on thirty (30) days' notice for any of the following reasons:

- (a) the costs to the Company of the twelve (12) hour shift arrangement exceed the costs of the previous eight (8) hour shift schedule;
- (b) withdrawal by the Ministry of Labour of permission to work such shifts;
- (c) fifty-one (51) percent of employees assigned to twelve (12) hour shifts vote in favour of the termination of such shifts;
- (d) passage of government legislation which requires premium payments in excess of those currently applicable;
- (e) unfavourable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of twelve (12) hours shifts;
- (f) failure of the Replacement System to effectively provide replacements for employees absent due to sickness or for other reasons;
- (g) deterioration of safety, health or absenteeism experienced attributable to the working of twelve (12) hour shifts;
- (h) adverse sociological effects or deterioration of productivity attributable to the working of twelve (12) hour shifts.

5. REVERSION COSTS

It is understood and agreed that in the event twelve (12) hour shifts are terminated in accordance with the provisions of item 4 of this Schedule "D", premium payments provided under Article V (g) which arise as a direct result of such termination shall not be applicable. An employee who because of the termination of twelve (12) hour shifts is unable to work the normal average weekly hours shall, provided it is practicable to do so, be given an opportunity to make up such loss of normal working hours at the straight time hourly rate.

**SCHEDULE "E"
VACATIONS**

"It is understood that Vacations and Vacation Allowances provided under this Schedule "E" to an employee assigned to twelve (12) hour shifts shall not exceed those which they would have received had he been assigned to an eight (8) hour continuous shift Schedule."

1. The vacation year shall be the twelve (12) month period from May 1 of one calendar year to April 30, inclusive, of the following calendar year.
2. (a) Vacations in respect of service rendered during the preceding vacation year shall be granted to regular employees who have completed periods of service as follows:

(i) Service completed before May 1 of current year	Length of Vacation
Less than 1 year	One-twelfth of 2 weeks vacation for each month of service since
employment	
1 year but less than 3 years	2 weeks

(ii) Service completed at any time during current calendar year	Length of Vacation
3 years but less than 10 years	3 weeks
10 years but less than 19 years	4 weeks
19 years but less than 25 years	5 weeks
25 years or more	8 weeks

(b) Any fraction of a day to which an employee with less than one year of service would be entitled shall be rounded to the nearest whole day; such fraction without rounding shall, however, be used for the purpose of calculating the vacation allowance to be paid to such employee.

3. Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the regularly scheduled working hours which would have been applicable to the period of the vacation. Hourly rate for the purposes of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences except that effect shall be given to any adjustment in rates occurring during the vacation period. Overtime work and wages paid therefore and shift, Sunday and other similar premiums shall be excluded from the foregoing calculations.
4. The vacation allowance may be drawn by the employee on the working day preceding the vacation.
5. On termination of employment for any reason other than discharge terminating employee shall be paid an amount equal to the vacation allowance for which they have qualified but not yet taken in accordance with paragraphs 2 and 3 above. Where the termination of employment is a result of discharge the terminating employee shall be paid the amount required by law.

6. Vacations will be scheduled by the Company for each vacation year and as far as is practicable will be arranged in advance for such time as may be found suitable after consideration has been given to the wishes of the employee, and to the efficient operation of the said Works. In the case of an employee eligible for a vacation of more than two (2) weeks the Company may require the employee to take the vacation in two (2) or more periods.
7. The length of an employee's vacation may be reduced because of absence from work during the preceding vacation year.
8. The amount of the vacation allowance shall be reduced by the amount of any statutory allowance or other vacation allowance paid to the employee upon termination of employment during the preceding vacation year in respect of such year and the length of the vacation shall be correspondingly reduced.
9. Once every two (2) vacation years, employee eligible for three (3) or more weeks of vacation may postpone one (1) week of vacation in order to take that week in the following year.
10. Provided they notify the Company not later than May 1st each year, employees eligible for four (4) or more weeks of vacation may elect to waive one week of their vacation but nevertheless to draw the vacation allowance for that week. The allowance for such week shall be equal to and drawn at the same time as the allowance for one of the weeks of vacation actually taken.
11. Except as provided in paragraphs 9 and 10 of this Schedule "E", a vacation may not be postponed from one vacation year to another and made cumulative, nor may a vacation be waived by employee and vacation allowance be drawn instead.
12. For purposes of determining eligibility and length of vacation under paragraph 2 of this Schedule "E", service shall be as defined in the Company's Service Rules.

41