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Between

**LILY CUPS INC.
TORONTO, ONTARIO**

and

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION,
LOCAL 466**

**Effective: December 1, 1987
Expires: November 30, 1990**

ENTERED

MAY 2 - 1988

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INDEX

Article	Page
Labour Agreement	1
1 Recognition and Coverage	1
2 Check-off and No Discrimination or Intimidation	2
3 Management Rights	3
4 Strikes and Lockouts	4
5 Union Representation.....	5
6 Grievance Procedure.....	6
7 Arbitration	8
8 Discharge Cases	10
9 Seniority	10
10 Wages	16
11 Hours of Work and Overtime	17
12 Reporting Pay on Saturday or Sunday	20
13 Shift Differential.....	20
14 Call In Pay	21
15 Plant and Statutory Holidays	21
16 Vacations with Pay	23
17 Leaves of Absence	25
18 Funeral Leave	26
19 Continuous Foam/Plastic Production Schedule Employees and Stationary Engineers	26
20 Jury Duty	29
21 Co-operation and Safety	29
22 Insurance - Pension.....	30
23 Work of Foreman.....	31
24 Notices	32
25 Fair Employment Practices and Equal Opportunities	32
26 Separability	33
27 Discipline.....	33
28 Bulletin Board	33
29 Renewal, Amendment and Termination	33

30	Entire Agreement.....	34
	Schedule "A"	
	Job Level -Wage Rate..	36
	Schedule "B"	
	Wage Progression - Ratification 1988	40
	Schedule "C"	
	Wage Progression -	
	Effective December 1, 1988	41
	Schedule "D"	
	Wage Progression -	
	Effective December 1, 1989	42
	Schedule "E"	
	Miscellaneous	43

LABOUR AGREEMENT

THIS AGREEMENT entered into at Toronto, Ontario,
as of the 25th day of June, 1988.

BY AND BETWEEN:

LILY CUPS INC.
300 Danforth Road and 2121 Markham Road,
Toronto, Ontario
(hereinafter called the "Company")
OF THE FIRST PART

and

GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION, LOCAL 466
(hereinafter called the "Union")
OF THE SECOND PART

WITNESSETH:

ARTICLE 1 RECOGNITION AND COVERAGE

1.01 The **Company** recognizes the Union as the sole and exclusive **collective** bargaining agency with respect to all matters properly arising under the terms of **this** Agreement for all employees of the Company at its plant at 300 Danforth Road and 2121 Markham Road, Toronto, save and except foremen, persons above the rank of foremen, product control personnel, office staff. The **Company** agrees that if the Lily Cups Inc. **plant at 300 Danforth Road, Toronto, is moved to any other location** in Metropolitan Toronto during the term of this Agreement it will extend jurisdiction to this Union and this Agreement will apply.

ARTICLE 2
CHECK-OFF AND NO DISCRIMINATION
OR INTIMIDATION

2.01 It is agreed that there will be no discrimination or intimidation by the Company, the Union or their respective representatives, against any employee because of his Union or non-Union affiliation or because of his activity in any labour organization.

2.02 It is further agreed that there will be no solicitation of members, collection of dues or other Union activity on the premises of the Company except as permitted by this Agreement or specifically authorized by the Company in writing. It is understood that no meeting of the Union or its members shall be held on the premises of the Company without prior written approval of the Company.

2.03 It is mutually agreed between the Company and the Union that all employees shall be required immediately upon completing ninety (90) calendar days employment, and as a condition of their continued employment, to become members of the Union and to remain dues-paying members thereof during the term of this Agreement. All present employees and all new employees, immediately upon completing ninety (90) calendar days employment, shall be required to sign a check-off card authorizing the Company to deduct from their pay the dues and application fee of Local 466 as specified in writing to the Company by the Secretary-Treasurer of the Union.

2.04 Violation of any of the provisions of this Article shall render an employee liable to discipline including discharge.

2.05 Each authorization shall be signed by the employee concerned in the presence of a witness, who shall

also sign the form as a witness. After ninety (90) calendar days, the Company shall then process the authorization to the payroll department. The authorization shall take effect at the first regular deduction date following the ninety (90) calendar days probationary period.

2.06 The Company will upon receipt of a properly authenticated authorization card signed by the employee and after the ninety (90) calendar days probationary period deduct such Union application fee and monthly dues from the first pay of such employee due to him each month while such authorization is still in effect. The Company agrees to remit the same to the Secretary-Treasurer of the Union prior to the end of the month in which the deduction is made. All such remittances shall be made by cheque.

2.07 The Company will at the time of making each remittance hereunder to the Union, supply a statement showing the name of each employee from whose pay such deduction has been made and to whom the remittance has been paid.

2.08 The Company shall advise new employees of the fact that a Union Agreement is in effect and should, upon the hiring of a new employee in the bargaining unit, advise the Union of such employee's name, address and classification.

2.09 The Union shall indemnify the Company against all claims made against the Company by reason of its compliance with this Article.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.

- (b) Hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the grievance and arbitration procedures.
- (c) Establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees.
- (d) Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, the schedules of work and of production, the establishment of shifts, and the hours for each shift; the kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations, and all other matters concerning the Company's operations not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Company agrees that all of these functions will be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

4.01 In view of the orderly procedure for settling grievances, the Company agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or production. The Union agrees that if any such collective action takes place it will repudiate it forthwith and instruct its members to return to work. It will also confirm such repudiation by confirmatory letter delivered to the Company within twenty-four (24) hours after each collective action takes place. Any employee who engages in a

strike or other collective action which stops, curtails or interferes with work, production or overtime is subject to immediate discharge

4.02 It is understood and agreed, however, that employees will not be required to work on material or supplies which may be received by the Company from a supplier whose employees are on strike and are covered by agreement with another Local of the Union unless such material or supplies have been shipped thereby prior to commencement of such strike. It is further understood that this provision in no way restricts the Company from supplying its own product to the customers of a supplier whose employees are on strike and are covered by an agreement with another Local of the Union.

Article 5

UNION REPRESENTATION

5.01 In order to provide an orderly procedure for the servicing of differences between the parties and employee grievances which may arise hereunder, the Company acknowledges the right of the Union to appoint or otherwise elect from amongst the employees, stewards whose duty shall be to assist employees working in the department or group of departments under the Grievance Procedure. A total of not more than eight (8) stewards and six (6) alternate stewards may be so chosen, four (4) stewards and three (3) alternate stewards from each plant. The stewards shall also constitute the Shop Committee. At contract negotiations, a maximum of eight (8) members of the Shop Committee shall be in attendance. Not more than four (4) stewards or alternate stewards may be involved in the handling of a grievance or attend a meeting concerning a grievance with representatives of the Company. The Company and the Union agree that stewards will not be paid by the Company for time spent attending a meeting concerning a grievance with representatives of the Company outside of the stewards' working hours. The Company will endeavour as

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much as possible, to schedule the meetings during the working hours of the stewards concerned.

5.02 Employees shall not be eligible to serve as members of the Union Shop Committee unless they have been in the Company's continuous employ for at least one (1) year.

5.03 Stewards shall be so chosen as to give as broad a representation as possible to all employees in all departments and there shall be at least one (1) steward on each shift.

5.04 The Union shall notify the Company in writing of the names of the members of the Union Shop Committee, the stewards and the shift or zone each represents and of the changes in such personnel before the Company shall be required to recognize them.

5.05 It is understood that stewards and members of the Union Shop Committee have their regular work to perform on behalf of the Company and that if it is necessary to service a grievance during working hours they will not leave their work without obtaining the permission of their foreman. When resuming their regular work, they will report to their Foreman, and if requested, will give a reasonable explanation as to their absence. In order that loss of time will be kept to a minimum, it is understood that, whenever possible, differences and grievances will be serviced outside of working hours, and accordingly, as little time as possible will be used by the stewards and members of the Union Shop Committee in servicing grievances during working hours.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties hereto that complaints, if any, of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to

his Foreman an opportunity to adjust his complaint.

6.02 If an employee has an unsettled complaint it may be taken up as a grievance within two (2) full working days in the following manner and sequence:

STEP 1

By the aggrieved employee, who may request the assistance of the steward, with the Foreman. The grievance shall be submitted in writing and the Company decision given in writing within not more than three (3) full working days. Failing satisfactory settlement, then,

STEP 2

Within three (3) full working days following the decision under Step 1,

By the aggrieved employee, who may request the assistance of the steward and the Chairman of the Union Shop Committee, with the Personnel Manager or other authorized representatives of the Company, at which time the written record of the grievance shall be submitted and the Company decision given in writing within not more than four (4) full working days. Failing satisfactory settlement, then,

STEP 3

Within seven (7) full working days following the decision under Step 2,

By the Union Shop Committee, accompanied by the Union Business Agent, with the Plant Manager of the Company and/or any other person or persons designated by him, at which time the written record of the grievance shall be submitted. The aggrieved employee may be present at the request of either of the parties hereto and the decision at this Step shall be given in writing within not more than ten (10) full working days.

6.03 Failing the settlement under the above procedure of any difference between the parties arising from the interpretation, application, administration or alleged vio-

lation of this Agreement, including any questions as to whether a matter is arbitrable, such differences or question may be taken to arbitration, as provided in Article 7. If no written request for arbitration is received within ten (10) days after the decision in Step 3 is given, it shall be deemed to have been settled or abandoned.

6.04 Any differences arising directly between the Company and the Union may be submitted in writing by either party at Step 3.

6.05 When a group of employees has a complaint or grievance it shall first be taken up under Step 2.

6.06 No difference or grievance shall be considered under the Grievance or Arbitration Procedures if the circumstances involved occurred or originated more than five (5) days prior to its presentation except cases coming under Articles 6.04 or 6.05 when the time limit shall be fourteen (14) days.

6.07 Saturdays, Sundays, Plant and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance Procedure or under Article 7. Any and all time limits fixed by this Article and Article 7 may at any time be extended by written agreement between the Company and the Union.

6.08 All decisions arrived at between the representatives of the Company and the representatives of the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.

ARTICLE 7 ARBITRATION

7.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the **other party** to this Agreement. It is agreed that disputes **which** are carried to the arbitration stage shall be heard before a

single Arbitrator. The **Company** and the Union express complete confidence in the **ability** of the following Arbitrators to render just decisions **in** the matter of labour disputes.

Panel:

- (1) G.J. Brandt
- (2) H.D. Brown
- (3) D. Kates
- (4)** I. Springate
- (5) R. Kennedy
- (6)** I.A. Hunter

In cases of discharge only, if the Arbitrator next in rotation cannot provide a hearing date within a reasonable length of time of his being contacted, the next Arbitrator on the list will be contacted who can provide a hearing date within a reasonable length of time. In the event no Arbitrator can be selected within ninety (90) days, the Arbitrator with the earliest published date will be selected to hear the case.

7.02 **No** matter may be submitted to arbitration which has not been properly carried through all previous Steps of the Grievance Procedure.

7.03 The Arbitrator shall not have any power **to** alter, modify, amend or change any of the provisions of this Agreement or to substitute any new provisions for **any** existing provisions nor to **give** any decision inconsistent with the terms and provisions of this Agreement.

7.04 The proceedings of the Arbitrator will be expedited by **the** parties hereto, and the decisions of the Arbitrator **will** be final and binding **upon the** parties hereto and the employee or employees concerned.

7.05 Each of the parties hereto will bear the expenses of the Arbitrator appointed.

ARTICLE 8 DISCHARGE CASES

8.01 The discharge of a new probationary employee is at the sole discretion of the Company and shall not be the subject of any grievance.

8.02 A claim by an employee who has **completed the** probationary period that he has been unjustly **discharged** shall be treated as a grievance and may be taken to arbitration, if necessary, if a written statement of such **grievance** is lodged with the Plant Manager within three (3) full working days after the employee ceases to work for the Company and Step 1 of the Grievance Procedure will be omitted in such case. The Chairman of the Union **Shop Committee** or his designated representative will be **notified** prior to a discharge.

8.03 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- (a) Maintaining the discharge.
- (b) Reinstating the employee with full compensation for time lost.
- (c) Any other arrangement which may be deemed just and equitable.

ARTICLE 9 SENIORITY

9.01 Seniority in this Agreement shall mean length of continuous service in the employ of the Company, while under the jurisdiction of this **Agreement**, from an **employee's** last date of hire and shall be on a plant-wide **basis with** each plant constituting a separate entity for seniority purposes. It is understood that for the purposes of determining payment for vacations or statutory holidays, seniority will be defined as an employee's total length of continuous service with the Company.

9.02 A new employee shall be considered on probation

for ninety (90) calendar days and during that time shall have no seniority rights pursuant to the Agreement. Such an employee may be terminated, laid off or recalled from lay-off at the sole discretion of the Company and same shall not be subject to the Grievance Procedure. Upon the successful completion of the probationary period, the employee shall be credited with seniority back to the date on which his employment began.

9.03 Plant seniority lists shall be prepared on January 1st of each year and revised when necessary to implement the seniority clauses of this Agreement. These lists shall be made available to the Chapel Chairman.

9.04 Seniority shall accumulate in the following circumstances only:

- (i) when actually at work for the Company;
- (ii) when absent on vacation or on paid holidays;
- (iii) when off the payroll due to authorized leave of absence;
- (iv) when off the payroll due to lay-off, sickness or accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) calendar months.

9.05 Seniority shall terminate and an employee shall cease to be employed by the Company when he:

- (i) voluntarily quits his employment with the Company or is discharged and not reinstated through the Grievance Procedure;
- (ii) is laid off and fails to return to work within three (3) calendar days after he has been notified to do so by the Company by registered mail to his last known address;
- (iii) fails to return to work upon termination of an authorized leave of absence unless he gives a legitimate reason for being unable to do so.

- (iv) accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing;
- 29/42 (v) has not performed any actual work for the Company or is laid off for a continuous period equal to twelve (12) months;
- (vi) is absent for three (3) consecutive working days without authorization and/or without notifying the Company.

9.06 It shall be the duty of each employee to notify the Personnel Department in writing Promptly of any change in address. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such employee. Upon the request of an employee, the Company shall supply a change of address form in duplicate.

9.07 Promotions to higher rated jobs within the bargaining unit shall be based upon the following qualifications:

- (i) seniority; and
- (ii) skill and ability.

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Where in the judgment of the Company the qualifications in factor (ii) are relatively equal then seniority shall govern.

9.08 (a) Lay-offs shall be based on seniority providing the senior employee is qualified to satisfactorily perform the available work. For the purposes of lay-off or recall under Article 9 and for the purposes of Article 9.16, an employee will be considered qualified by:

- (i) having previously held the classification for available work; or
- (ii) having performed work in a classification which is substantially similar to the available work; or

(iii) the available work is in an entry level classification.

Qualified employees will be given up to two (2) days as a familiarization **period**.

(b) An **employee affected** by a lay-off will be entitled to exercise his **plant-wide** seniority to:

(i) fill a vacancy in the same or similar classification where he is qualified to perform the work required; or

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• 1 (ii) bump into the same classification in the same department on the same shift (or other shift if elected); or, if unable to do so,

(iii) bump into a similar classification in the same department on the same shift (or other shift if elected) provided the senior employee is qualified to satisfactorily perform the work required; or if unable to do so,

(iv) bump into the next lower classification in the same department on the same shift (or other shift if elected) provided the senior employee is qualified to satisfactorily perform the work required. If an affected employee is unable to accomplish the above, this process will be utilized for succeeding lower level classifications within the department on the same shift (or other shift if elected); and if still unable to do so,

(iv) bump into the next lower classification in the same department on the same shift (or other shift if elected) provided the senior employee is qualified to satisfactorily perform the work required. If an affected employee is unable to accomplish the above, this process will be utilized for succeeding lower level classifications within the department on the same shift (or other shift if elected); and if still unable to do so,

- (v) bump into the entry level classification on the same shift (or other shift if elected) in another department.

In (ii) through (v) above, the **junior** employee will be the first **employee** to leave an **affected** classification and/or shift **and/or department** provided the remaining employees are **qualified** to do the work available.

So long as there are no vacancies as set out in (i) above, and shift staffing requirements are maintained, an employee may elect to be laid off rather than change shifts. Employees who have elected to be laid off will be recalled to their classification on the last shift they worked. Other employees who have been laid off or curtailed will be recalled in order of their seniority provided they are **qualified** to do the work available.

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(c) There shall be no bumping or postings between the Danforth Road plant and the Markham Road plant. However, in the case of a permanent lay-off of more than twelve (12) months, such affected employees may elect to replace employees in either plant, provided they are qualified to perform the available work and have greater seniority.

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(d) Where employees are to be laid off, the Chapel Chairman will be advised of the date and employees involved at the earliest possible date.

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9.09 (a) When a permanent vacancy occurs and after plant requirements are satisfied, shift transfers will be allowed according to seniority.

(b) Relief personnel who wish to transfer to an eight (8) hour shift must have a request on file with the Personnel Department otherwise they will not be considered.

9.10 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence and capable

of fully performing his duties and responsibilities.

9.11 All permanent vacancies above job level one (1) shall be posted in the plant for a period of four (4) working days and any employee, ~~excepting~~ probationary employees, in the bargaining unit of the plant where the vacancy exists may make application for such vacancies. In the event that an employee has been selected to fill such a posting, then he shall be precluded from **applying** for any other **posting** for a period of twelve (12) calendar months and he shall be given a reasonable trial period not exceeding sixty (60) working days provided, however, if at any time during such trial period the employee does not, in the judgment of the Company, demonstrate the required skill and ability to do the job concerned the Company will make every reasonable effort to transfer the employee back to his previous or similar job classification.

9.12 An **employee** who has been promoted on a temporary basis shall not have the right to use their seniority to retain the classification in a curtailment situation.

9.13 Any employee under the jurisdiction of this Agreement transferred or promoted to a position not under the Agreement, may be returned by the Company within the first three (3) months, unless extended by mutual agreement, to an available job under this Agreement without loss of previously accumulated seniority.

9.14 Employees may transfer to a lower rated job or laterally for bona fide health reasons provided he is qualified to perform the available work when a permanent vacancy exists.

9.15 (a) It is understood that summer students may be offered employment during the period from May 1 to Labour Day of each year. Any student who wishes to remain beyond Labour Day shall be considered a permanent **employee** under the terms of Article 9.01 and 9.02 of this Agreement provided they have completed ninety

(90) calendar days. The Company will have the right to hire temporary students between Labour Day and April 30 to perform occasional non-production work such as painting, cleaning etc.

(b) Where production, manpower and vacation scheduling requirements permit, employees with seniority with seniority prior to that date will have the right to exercise his seniority to retain an existing similar job classification and wage rate, for which he is qualified, on a non-continuous operation. In the event said employees are affected by a future curtailment or lay-off, they may exercise their seniority to displace less senior continuous production operation employees provided they are willing to work a continuous operation subject to Article 9.08(c).

ARTICLE 10

WAGES

10.01 Wages and job levels to be as in the attached wage and wage progression schedules.

No employee's current hourly wage rate will be reduced as long as they remain in their current job classification.

10.02 New equipment and rates - it is agreed that when additional equipment or machinery is installed and in operation, the management and the Union Committee will meet not later than three (3) months after such an installation and by mutual agreement give new equipment or machine a rate classification in keeping with the classifications as set forth in the wage schedule of this Agreement. Rate to be effective from date of agreement of machine classification.

10.03 Employees appointed as lead hands shall receive twenty five cents (25c) additional per hour while they serve in this capacity. Employees shall be appointed as lead hands on a temporary basis to fulfill the functions

outlined in Article 10.04. Temporary shall be defined as vacation coverage, illness coverage, new operation **startup, special project assistance, terminations and unexpected** work load of a supervisor or foreman. The Company agrees to inform the Union of any employees appointed as lead hands and supply a weekly total of all hours worked by each lead hand. Total time spent by any employee as a lead hand will not exceed four hundred and eighty (480) hours in any twelve (12) month period. Selection of lead hands shall be at the sole discretion of the Company.

10.04 It is understood that the lead hand's function is primarily to direct the work. Lead hands shall not have the right to hire, discipline or terminate employees.

10.05 The Company agrees to replace mechanics', adjusters' and stationary engineers' worn out or broken tools upon presentation to his immediate supervisor.

ARTICLE 11

HOURS OF WORK AND OVERTIME

11.01 (a) The normal work week shall be from Monday to Friday inclusive beginning on Monday at 6 a.m. or 7 a.m., and shall consist of five (5) consecutive days totalling forty (40) hours. However, the normal work week shall not be confined to Monday to Friday in case of a continuous plastic production operation at 2121 Mar-kham Road. A continuous operation is defined to mean twenty-four (24) hours per day seven (7) per week. The normal work week for stationary engineers, handymen or employees working a continuous production operation shall be forty (40) hours on an average basis.

(b) The normal work day shall consist of three (3) eight (8) hour shifts 7 a.m. to 3:00 p.m. - 3 p.m. to 11:00 p.m. and 11 p.m. to 7:00 a.m., except for relief shifts that will consist of three (3) six (6) hour shifts with no lunch and two (2) fifteen (15) minute rest periods.

Relief shifts shall be 8:45 a.m. to 2:45 p.m. - 4:45 p.m. to 10:45 p.m. and 12:45 a.m. to 6:45 a.m.

(c) The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a **uarantee** of any specific number of hours of work either by day or by week. Under normal conditions the daily system of operations shall be three (3) eight (8) hour shifts, but the number of hours constituting a shift and the number of shifts operating may be varied at the discretion of the Company. Management agrees to post and keep posted the regular scheduled shift hours. A copy of such notices will be sent to the Union.

(d) It is understood, however, that this provision shall not constitute a guarantee of hours of work and that nothing shall prevent the Company from scheduling overtime work as required to maintain efficient operation of the plant and equipment.

(e) When Saturday work is required, the Company shall, **except** in cases beyond its reasonable control, **post** the **schedules** for such work on the previous Thursday.

11.02 Except for relief shifts, each employee shall be allowed a thirty (30) minute **paid lunch** during each shift excepting the stationary engineers whose **present** arrangements shall be continued. A.V.

11.03 (a) All authorized hours worked in **excess** of the regular daily work hours eight (8) hours shall be paid at the overtime rate of time and one-half for the first three (3) hours and double time thereafter Monday to Friday inclusive except as to stationary engineers and continuous production employees as hereinafter provided in section 19.03.

(b) An employee scheduled for Saturday work shall be paid time and one-half for the first four (4) hours and

37b/3
37c/4

double time thereafter except as to stationary engineers and continuous production employees as hereinafter provided for in Section 19.03.

(c) Stationary engineers will be paid in accordance with Articles 19.02 and 19.03. 37d/0

11.04 Authorized work performed on **Sunday** from 7 a.m. until Monday at 7 a.m. shall be paid at the rate of double the employee's regular straight time rate of pay except when Sunday forms part of the employee's regularly scheduled work week. This provision shall not apply to a plant start up, stationary engineers or continuous production operation employees.

11.05 In order to be entitled to the overtime premiums for hours worked on a Saturday or Sunday under Section 11.03(b) and 11.04, **an employee** must have worked his complete normal **scheduled work week** within which the Saturday and Sunday fall or, while absent during such week, was in **receipt of** pay or payments under this Agreement. An **employee** who is not entitled to the overtime premiums for hours worked on a Saturday or Sunday under Section 11.03(b) and 11.04, shall be paid time and one half for all hours worked on such **day(s)** which are in excess of forty (40) hours worked in the week. 40%

11.06 The Union acknowledges that employees are **expected** to cooperate with the Company by working overtime when they have been given reasonable notice and to do so in accordance with the Ontario Employment Standards Act. The Company shall make every reasonable effort to distribute overtime work equally among employees in their respective job classifications, departments and shifts. No employee shall be required to work an excessive amount of overtime and any complaint concerning excessive overtime shall be settled under the grievance procedure.

11.07 The Company agrees to continue the system of **rest periods** presently in effect. When weekend overtime is **scheduled** the cafeteria will be open for a rest period.

11.08 Unless specifically provided for in this Agreement, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay, and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Agreement.

ARTICLE 12

REPORTING PAY ON SATURDAY OR SUNDAY

12.01 An employee reporting for work at his regularly scheduled starting time on Saturday or Sunday will be **guaranteed** at least four (4) hours of work or four (4) hours' pay at the applicable **premium** time rate of pay. This policy shall not apply **during** fires, floods, power or water failures, or all other similar occurrences beyond the Company's control.

44/100035

ARTICLE 13 SHIFT DIFFERENTIAL

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13.01 All employees shall be paid a premium for shift work as follows:

- (a) for all hours worked on the second shift, each employee shall be paid thirty-five cents (35c) per hour.
- (b) for all hours worked on the third shift, each employee shall be paid forty cents (40c) per hour.

13.02 Shift differential payments shall be considered as payments additional to all other hourly **compensation** and will not be considered in the computation of **overtime** premium.

13.03 All hours worked by an employee during a work day shall be considered as being worked on the shift on which he starts to work, **except** that work performed on two (2) shifts shall be paid **the** shift differential of the shift on which the **majority** of time is worked and when two (2) complete **shifts** are worked, the rate applicable to each shift will be paid.

ARTICLE 14
CALL IN PAY

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14.01

If an employee is called from home to work at other than his regularly assigned working hours he shall be paid for a minimum of two (2) hours' work at time and one-half his regular straight time rate of pay even though he works less than two (2) hours. Applicable shift differential pay will also be paid if the hours worked occur during the second or third shifts. This policy shall not apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift.

ARTICLE 15

15.1 / 120

PLANT AND STATUTORY HOLIDAYS

15.01 (a) From the date of ratification through November 30, 1988, the following plant and statutory holidays will be granted with pay to all employees who have completed their ninety (90) day probationary period, on the basis of the employee's currently scheduled shift hours at his regular straight-time rate of pay (exclusive of shift differential):

Canada Day	Civic Holiday
Labour Day	Thanksgiving Day

provided, however, that:

- 1) the employee works the full scheduled shift immediately before and immediately after the holiday, or
- 2) works the full scheduled shift immediately before or immediately after the holiday and shows satisfactory proof of personal illness for the part or full shift of absence.

The Company will pay the four (4) plant holidays (for Christmas 1987) to all present employees on the first pay day following the date of ratification.

15.01 (b) From December 1, 1988 through November 30, 1990, the following plant and statutory holidays will be granted each year with pay to all employees who have completed their ninety (90) day probationary period, on the basis of the employee's currently scheduled shift hours at his regular straight-time rate of pay (exclusive of shift differential):

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Optional Holiday
Civic Holiday	Optional Holiday
Labour Day	Optional Holiday

Optional Holidays to be selected by the Company. The Company will discuss its selection with the Union Committee.

provided, however, that:

- 1) the employee works the full scheduled shift immediately before and immediately after the holiday, or
- 2) works the full scheduled shift immediately before or immediately after the holiday and shows satisfactory proof of personal illness for the part or full shift of absence.

15.02 If an employee is required to work on any of the Holidays designated in Article 15.01, he shall be paid overtime at the rate of twice his regular straight time rate of pay (plus regular shift differential, if any) for authorized time worked on such holiday, in addition to his statutory holiday pay.

ARTICLE 16
VACATIONS WITH PAY

16.01 After an employee's first vacation he shall be entitled to his next and subsequent vacations on January 1st of the calendar year in which his future anniversary falls. For vacation purposes, employees shall be entitled to vacation with pay as follows:

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Length of Continuous Service	Length of Vacation	Rate of Vacation Pay
1 year	2 weeks	4%
5 years	3 weeks	6%
12 years	4 weeks	8%
23 years	5 weeks	10%
30 years	6 weeks	12%

16.02 Vacation pay shall be computed on the basis of the employee's total annual earnings for the twelve (12) month period ending June 30th in the vacation year.

If an employee has been continuously absent due to illness for a **period** of at least three (3) weeks and not longer than **three** (3) months and can show satisfactory proof to the Company of such continuous illness, lost time shall not work to the detriment of the employee so far as his annual vacation pay is concerned. In calculating his vacation **pay**, the absence shall be deemed as time worked and **thus** credit shall be given on the basis of his regular shift hours at the employee's earned rate of 4%, 6%, 8%, 10% or 12% of base rate for the lost time. Only one such illness a year shall be recognized.

Time lost by an employee as the result of a job incurred injury covered by Workers' **Compensation** shall also be considered in computing an **employee's** vacation pay.

In such instances, the amount of Workers' Compensation received by the employee for a **period** of not in excess of ninety (90) days in any one (1) year shall be added to the employee's earnings and counted in calculation of the employee's vacation pay.

16.03 As a matter of general policy it is the intent of the Company in case of a one (1) week shutdown to close the plant for the vacation period during the week immediately preceding the Civic Holiday and in the case of a two (2) week shutdown to close the plant for the vacation period during the week immediately preceding the Civic Holiday and the week of the Civic Holiday with operations resuming at 12.01 a.m. on the Monday following the Civic Holiday.

It is understood that in order to ensure the orderly operation of the Company's business it will be necessary for certain Warehouse Department, Maintenance and Building Department employees to work during the period of shutdown. It is further understood that it may also be necessary, in some instances, for certain other employees to work during this period. Insofar as is practicable, and within the provisions of Article 9 of this Agreement, the Company will endeavour to see that the work which must be performed during the shutdown period will be assigned to employees not entitled to full vacation pay, and to employees who would prefer to take their vacation at other times during the year. Any employee assigned to work during the shutdown period will be granted his vacation at another time and in determining what vacation dates the Company will assign in such a case the Company will endeavour, within the provisions of Article 9 of this Agreement, to grant the date preferred by the employee. If a holiday falls during an employee's vacation period, a day either before or after such vacation period will be added. The Company shall endeavour to allow employees to take a maximum of three (3) weeks' vacation in a row provided such requests are consistent with **staffing levels** established by the Company in **specific classifications** and departments. This **allowance** shall also fall within the provisions of Article 9 of this Agreement. All employees will be allowed to take their vacation entitlement within the year they are eligible and no vacation shall be forwarded to the following year.

All employees are required to take a minimum of two (2) weeks vacation upon reaching eligibility requirements.

16.04 It shall be the right of the Company to designate the period, during which an employee entitled to a vacation in excess of the shutdown period shall take such excess vacation. In making this determination, the Company will endeavour, within the provisions of Article 9 of this Agreement, to grant the date preferred by the employee.

16.05 The Company will endeavour to post the date of the shutdown period by February 1st and all vacation schedules by April 1st of the vacation year.

16.06 It is understood that in cases of emergencies such vacation schedules may require revision after posting, but in such cases the Company will endeavour to give full consideration to the personal plans of each employee involved.

16.07 Severance vacation pay shall be granted to employees who cease to be employed by the Company in accordance with the Employment Standards Act.

ARTICLE 17 LEAVES OF ABSENCE

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17.01 Upon written application, an employee for valid reason may be granted a leave of absence without pay for a period of up to thirty (30) days. Leaves of absence necessitated by personal illness or physical disability may be granted for a period of up to six (6) months upon proper notification to the Company. Extensions beyond six (6) months may be granted if approved by the Company and the Union, however, no leave of absence will extend beyond twelve (12) months unless due to a compensable injury. The Union Committee shall be advised and fully informed of the application and circumstances for which the application was requested. It is mutually

agreed that in the case of two or more employees making application for a conflicting leave of absence, seniority will be the deciding factor on which leave is granted.

Any rejection of requests for leaves of absence will be discussed with the Union.

17.02 The Company may require written substantiation of the reasons for any leave of absence.

17.03 An employee who becomes pregnant will be granted a leave of absence in accordance with the Employment Standards Act.

17.04 An employee shall retain and accumulate his seniority rights while on any authorized leave of absence.

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ARTICLE 18 FUNERALLEAVE

18.01 In the event of the death of an employee's spouse or child, such employee shall, upon notification, be granted four (4) working days' leave of absence with pay. In the event of the death of an employee's mother, father, ~~stepmother~~, ~~ste~~ father, brother, sister, son-in-law, ~~daughter-in-law~~, ~~grother-in-law~~, sister-in-law or parents of spouse, the employee will be granted three (3) working days' leave of absence with pay. In the event of the death of an employee's grandparents, the employee will be granted a one (1) day leave of absence with pay. The employee shall be paid at the rate of his present rate of pay for his regular scheduled hours for any such days off. Any such leave of absence shall be for the purpose of making arrangements for or attending the funeral.

ARTICLE 19 CONTINUOUS FOAM/PLASTIC PRODUCTION SCHEDULE EMPLOYEES AND STATIONARY ENGINEERS

19.01 The Union acknowledges that the Company shall

have the right to establish a continuous shift schedule in the following foam/plastic production operations: **Ex-**truding, Forming, Printing and Stationary Engineers.

The Company shall have the right to establish a weekend operation for Plastic Production schedule employees. The weekend operation will be staffed with volunteers from the existing workforce, utilizing the appropriate provisions of the Labour Agreement, before recruiting from the outside.

19.02 Such employees on a continuous shift schedule required to work on a Saturday or Sunday will be paid time and one-half.

19.03 (a) All authorized hours worked in excess of the regular daily work hours (eight (8) hours) shall be paid at the overtime rate of time and one-half for the first three (3) hours and double time thereafter Monday to Friday inclusive. Time and one-half will be paid to such employees for the first four (4) hours of authorized work on a scheduled day off. Double time will be paid to such employees for authorized work in excess of four (4) hours on a scheduled day off, and for all hours worked on a second successive day off.

(b) Stationary Engineers

Continuous Production and Seven Day Operation (**12** Hour Shifts)

- (1) Hours of work will be 7:00 to 7:00 with one-half hour paid lunch.
- (2) **All** scheduled hours of twelve (**12**) hours will be paid at straight time.
- (3) Scheduled hours worked on Saturday and Sunday will be paid at time and one-half.
- (4) Time worked on an employee's days off Monday through Friday will be paid at the rate of time and one-half. If an employee's days off are Saturday and Sunday the rate of pay will be six hours time

and one-half and six hours double time for Saturday and twelve hours double time for Sunday.

- (5) Plant and Statutory Holidays. Bereavement, will be paid at the rate of twelve (12) hours for each qualifying day off.
- (6) Jury Duty or Crown Witness, will be made up to a forty (40) hour schedule work week less any payment made by the court.
- (7) Employees will be expected to make a concerted effort to be available to work on their days off to cover for employees who are absent from work.
- (8) For vacation purposes, 7 days, Monday through Sunday will constitute one week's vacation.

(c) In order to be entitled to the overtime premiums for hours worked on a Saturday or Sunday under Sections 19.02, 19.03(a) and 19.03(b), an employee must have worked his complete normal scheduled work week within which the Saturday and Sunday fall or, while absent during such week, was in receipt of pay or payments under this Agreement. An employee who is not entitled to the overtime premiums for hours worked on a Saturday or Sunday under Sections 19.02, 19.03(a) and 19.03(b), shall be paid time and one half for all hours worked on such day(s) which are in excess of forty (40) hours worked in the week.

19.04 Holiday pay will be paid in accordance with Article 15, Statutory and Plant Holidays.

19.05 In the event the Company determines that it is necessary to establish a continuous operation, the Union and the Company agree that existing employees working on a non-continuous basis, will be surveyed to seek volunteers who desire to work a continuous operation. The Company agrees to inform all probationary employees that they may be transferred to a continuous operation at the Company's option during their employment with the Company.

19.06 Reporting pay on Saturday, Sunday or Scheduled Days Off

An employee reporting for work at his regularly scheduled starting time on Saturday, Sunday or scheduled days off, will be guaranteed at least four (4) hours of work or four (4) hours' pay at the applicable premium time rate of pay. This policy shall not apply during fires, floods, power or water failure, or other similar occurrences beyond the Company's control.

ARTICLE 20
JURY DUTY

20.01 Upon presentation of proper evidence of jury service and of the amount of compensation received therefor, an employee called on jury duty or crown witness shall be paid his regular rate of pay for the period spent on said jury duty not to exceed the pay he would be entitled to receive for working his regularly scheduled daily hours during such period, less, however, such jury duty payment as may be made to him by the Court or government agency having jurisdiction. However, no employee shall be entitled to receive more pay as aforesaid, in the aggregate, with respect to periods of jury service in any one (1) year than the equivalent of six (6) weeks' pay for working his regular daily scheduled hours.

ARTICLE 21
CO-OPERATION AND SAFETY

21.01 (a) The Union agrees that it will co-operate fully with the Company to assure a full day's or a full night's work on the part of its members. It will support the Company actively in its efforts to eliminate waste in production, conserve materials and supplies, maintain and improve the quality of workmanship and housekeeping, assist in preventing accidents and to strengthen goodwill between the Company, the employees, the customers and the public.

(b) Safety Shoes - Effective the date of ratification the Company will provide an allowance of fifty dollars (\$50.00) per year for each employee toward the purchase of Safety Shoes. The allowance will only be paid on Safety Shoes that have a steel reinforced toe with non-slip bottoms and purchased through the Company payroll program, from a Company authorized supplier. Employees who choose to purchase Safety Shoes from other than a Company authorized supplier may be reimbursed their Safety Shoe allowance upon presentation of a valid sales record or invoice of purchase.

ARTICLE 22 INSURANCE - PENSION

22.01 The present Group Insurance Plan underwritten and administered by an insurance company, Ontario Health Insurance Plan (OHIP) will continue subject to the terms and provisions of the policies and agreements of the underwriter and OHIP and the eligibility requirements therein with coverage as follows:

For Employees and Dependents

Daily Hospital Benefit

Ontario Health Insurance Plan (OHIP) including Blue Cross Semi-Private coverage at no premium cost to the employee.

Medical Expense Benefit

Ontario Health Insurance Plan (OHIP) at no premium cost to the employee.

Major Medical Expense Benefit

The Company will provide employees and dependents with Blue Cross Extended Health Care (EHC) group coverage at no premium cost to the employees.

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Dental Plan - Blue Cross Plan No. 7

The Company and the employees will share the cost on a 70-30 basis, with the Company paying 70% of the cost of the present dental plan. The Dental Plan will cover the current O.D.A. Schedule of Fees as revised each and every year.

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For Employees Only

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Life Insurance

The nearest \$1,000.00 of annual base earnings as described in the policy as of January of each year at no premium cost to the employee. The life insurance maximum will continue up to \$20,000.

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Weekly Accident and Sickness Benefit

Effective the first day of accident and the fourth day of illness, payable for a maximum of twenty-six (26) weeks. Payment of claims will be calculated at 66-2/3% of the weekly pay at no premium cost to the employee.

22 01 (a) The Company reserves the right to change insurance carriers or to self-insure so long as coverage equivalent to that set out above is maintained.

22 02 The Company will fund a pension plan for all employees to provide a \$9.50 per month benefit per year of past and future service.

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ARTICLE 23

WORK OF FOREMAN

23 01 Salaried foremen will not be permitted to perform work regularly done by an employee in the bargaining unit, if it results in a **loss** of time to the employee concerned. Salaried foremen will perform work done by an employee in the bargaining unit in such circumstances as training employees, demonstrating adjustments or setups, in an emergency or experimental **work**.

ARTICLE 24
NOTICES

24.01 Except where otherwise provided, official communications in the form of correspondence between the Company and the Union should be sent by registered post to official addresses as shown below:

Company:

President & General Manager
Lily Cups Inc.
300 Danforth Road
Scarborough, Ontario
M1L 3X5

Union:

Graphic Communications International Union,
Local 466
165 East Beaver Creek Road, Unit 21
Richmond Hill, Ontario
L4B 1E2

24.02 Any such notice shall be deemed to have been given and received on the first regular business day following date of posting.

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ARTICLE 25
FAIR EMPLOYMENT PRACTICES
AND EQUAL OPPORTUNITIES

25.01 There shall be no discrimination by either the Company or the Union against any employees because of race, creed, colour, age, sex, or national origin, in the administration and application of this Agreement. ✓

25.02 In this Agreement words using the masculine gender include the feminine and words using the feminine gender include the masculine and the singular includes the plural and the plural the singular where the text so indicates.

ARTICLE 26
SEPARABILITY

26.01 If any provision of this Agreement is in violation of any federal or provincial law, now in effect or hereafter to become effective, the remainder of the Agreement shall not be affected thereby.

ARTICLE 27
DISCIPLINE

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27.01 An employee called for an interview for the purpose of a reprimand, disciplinary action or investigation of same shall have a Union representative present during the interview, and if the employee does not receive an interview for an elapsed period of eighteen (18) months, any interview recorded prior to the said eighteen (18) month elapsed period will not be used against the employee. A copy of the interview will be given to the employee and the involved Chairman.

ARTICLE 28
BULLETIN BOARD

28.01 The Company will provide a bulletin board on its premises for the purpose of posting official Union notices. All such notices must be signed by the proper Union officers and submitted to the Personnel Manager, or his authorized representative for approval prior to being posted.

ARTICLE 29
RENEWAL, AMENDMENT AND TERMINATION

29.01 This Agreement shall become effective ~~h—~~ of ratification and continue in effect until November 30, 1990 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days

and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under The Labour Relations Act, of the Province of Ontario, as amended, whichever should first occur.

ARTICLE 30 ENTIRE AGREEMENT

30.01 The parties agree that this Agreement constitutes the entire agreement between them and that any and all previous agreements and/or practices, supplementary agreements, fetters of intent, understanding, etc., whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically stated in this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the date first written above.

GRAPHIC
COMMUNICATIONS
INTERNATIONAL UNION,
LOCAL 466

LILY CUPS INC.

**WAGE RATE SCHEDULES
TO FOLLOW**

SCHEDULE) A — JOB LEVEL — WAGE RATES

PREVIOUS CLASSIFICATION	PREVIOUS TOP JOB RATE	CURRENT CLASSIFICATION
Elect. A	\$14.98	Elect. A
Maint. Mech A	\$14.52	Maint. Mech A
Maint. Mech AA	\$14.98	Maint. Mech A
Elect. B	\$13.85	Elect. B
Mech. B	\$13.85	Mech. B
3rd Class Sta. Eng.	\$14.16	3rd ClassSta. Eng.
Pressman A	\$13.30	Pressman A
Foam Wolv. Press'n	\$13.82	Pressman A
Ink mixer/Matcher	\$13.82	Ink mixer/Matcher
Ink Mixer	\$13.30	Ink Mixer
Apprentice Mechanic	\$12.46	Apprentice Mechanic
4th Class Sta. Enrg.	\$13.18	4th Class Sta. Enrg.
Mach. Adjust./Oper.(Note 1)	\$12.13	Adjuster- LTC
Adjuster - Gem	\$12.41	Adjuster - Gem/PB/Cone
Adjuster - PB Cone	\$12.13	Adjuster - Gem/PB/Cone
Pressman B	\$12.13	Pressman B
Foam Wolv. Pressm'h B	\$12.65	Pressman B
Plate Moulder	\$12.78	Plate Moulder
Mach. Adjust./Oper. (Note 1)	\$12.13	Adjuster (Note 1)
Plate Form. Adj.	\$12.13	Adjuster (Note 1)
Plate Mounter	\$12.07	Plate Mounter

NOTE 1: "Adjuster" includes Foam & Plastic Sheet Extrusion; Foam and Plastic Forming; Injelec; and previous "Plate Forming Adjuster":

NOTE 2: Effective date of ratification, employees who occupied the classifications indicated on January 16, 1988 shall receive the appropriate classification rate of a 2.8% increase to their red-circled January 16, 1988 classification rate, whichever is the greater, when they return to and hold their job classification held on January 16, 1988. Effective December 1, 1988 such employees shall receive the greater of the appropriate classification rate of a 3.2% increase to their then red-

JOB LEVEL	JUNE 25/1988 TOP JOB RATE	DEC. 1/1988 TOP JOB RATE	DEC. 1/1989 TOP JOB RATE
12	\$15.50	\$16.00	\$16.80
11	\$14.50	\$14.96	\$15.71
10	\$13.85	\$14.29	\$15.00
9	\$13.30	\$13.73	\$14.42
8	\$12.65	\$13.05	\$13.70
7	\$12.13	\$12.52	\$13.15

circled classification rate. Effective December 1, 1989 such employees shall receive the greater of the appropriate classification rate of a 5.0% increase to their then red-circled classification rate. An employee permanently forfeits his red-circled rate if he voluntarily leaves the classification by way of promotion or transfer.

NOTE 3: The grouping of different job classifications into the same job level is not intended to be interpreted as job merging. However, the Company retains the right to temporarily transfer employees from one job classification to another in order of seniority of qualified available employees.

SCHEDULE A – JOB LEVEL – WAGE RATES

PREVIOUS CLASSIFICATION	PREVIOUS TOP JOB RATE	CURRENT CLASSIFICATION
Warehouse Truck Oper.	\$11.75	Lift Truck Operator
Towmotor Oper. A	\$11.75	Lift Truck Operator
Handyman (Bldg.)	\$11.75	Handyman
Oiler	\$11.29	Oiler
Shipper/ Receiver	\$11.75	Shipp/ Recvr.
Tool Rm. Attend. A	\$11.75	Tool Rm. Attend A
Blanking Press Oper.	\$11.60	Blanking Press Oper.
Waxer Tender	\$11.53	Waxer Tender
Arrow Slitter Operator	\$11.55	Slit.M/C Oper.-Print.
Press Oper.	\$11.29	Press Oper.
Pkg. Tender	\$11.53	Pkg. Tender
Pelletizer/LTC Oper.	\$11.29	Pelletizer/LTC Oper.
Mayer Waxer	\$11.29	Mayer Waxer
Condes Oper/ Feeder	\$11.29	Condes Oper/Feeder
Slitting M/c Oper.	\$11.29	Slitting M/c Oper.
Tool Rm. Attend.	\$11.29	Tool Rm. Attend.
Plate Form. Oper.	\$11.29	Plate Form. Oper.
Crtn. Seal Attend.	\$10.82	Crtn. Seal Attend.
Baler	\$11.17	Baler
Gem Operator	\$9.43	Gem Operator
Dept. Service Person	\$10.20	PB/ Cone Operator
Sample Cage Attend.	\$9.98	Sample Cage Attend.
Die Cutter	\$11.60	Die Cutter
Glue Room Attend.	\$11.17	Glue Room Attend.
Inspector A	\$9.88	Inspector
Reinspection	\$9.60	Inspector
Label Room Attend.	\$9.24	Label Room Attend.
Dept. Service Person	\$10.20	Utility
Serv. Person (Bldg)	\$10.20	Utility
Packer/ Feeder	\$8.85	Packer
Dept Service Person	\$10.20	Carton Maker/Packing Room
Double Seal Oper.	\$8.93	(Deleted)

JOB LEVEL.	JUNE 25/1988 TOP JOB RATE	DEC. 1/1988 TOP JOB RATE	DEC. 1/1989 TOP JOB RATE
h	\$11.75	\$12.13	\$12.74
5	\$11.29	\$11.65	\$12.23
4	\$10.82	\$11.17	\$11.73
3	\$10.20	\$10.53	\$11.06
2	\$9.88	\$10.20	\$10.71
1	\$9.30	\$9.60	\$10.08
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SCHEDULE B
WAGE PROGRESSION - RATIFICATION 1988

<u>WAGE LEVEL</u>	<u>START RATE</u>	<u>3 MOS. RATE</u>	<u>6 MOS. RATE</u>	<u>9 MOS. RATE</u>	<u>15 MOS. RATE</u>	<u>18 MOS. RATE</u>
12	14.50	14.70		15.00	15.25	15.50
11	13.85	14.05		14.20	14.35	14.50
10	13.15	13.35		13.55	13.70	13.85
9	12.57	12.77		13.00	13.15	13.30
8	12.13	12.33		12.45	12.57	12.65
7	11.75	11.95		12.04	12.13	
6	11.05	11.35	11.55	11.75		
5	10.50	10.80	11.05	11.29		
4	10.20	10.50	10.82			
3	9.88	10.08	10.20			
2	9.30	9.60	9.88			
1	8.00	8.60	9.30			

SCHEDULE C
WAGE PROGRESSION - EFFECTIVE DECEMBER 1, 1988

<u>WAGE LEVEL</u>	<u>START RATE</u>	<u>3 MOS. RATE</u>	<u>6 MOS. RATE</u>	<u>9 MOS. RATE</u>	<u>15 MOS. RATE</u>	<u>18 MOS. RATE</u>
12	14.96	15.17		15.48	15.74	<u>16.00</u>
11	14.29	14.50		14.65	14.81	<u>14.96</u>
10	13.57	13.78		13.98	14.14	<u>14.29</u>
9	12.97	13.18		13.42	13.57	<u>13.73</u>
8	12.52	12.72		12.85	12.97	<u>13.05</u>
7	12.13	12.33		12.43	<u>12.52</u>	
6	11.40	11.71	11.92	<u>12.13</u>		
5	10.84	11.15	11.40	<u>11.65</u>		
4	10.53	10.84	<u>11.17</u>			
3	10.20	10.40	<u>10.53</u>			
2	9.60	9.91	<u>10.20</u>			
1	8.27	8.88	<u>9.60</u>			

WAGE PROGRESSION EFFECTIVE DECEMBER 1, 1989

WAGE LEVEL	START RATE	3 MOS. RATE	6 MOS. RATE	9 MOS. RATE	15 MOS. RATE	18 MOS. RATE
12	15.71	15.93		16.25	16.53	16.80
11	15.00	15.22		15.38	15.55	15.71
10	14.25	14.47		14.68	14.85	15.00
9	13.62	13.84		14.09	14.25	14.42
8	13.15	13.35		13.49	13.62	13.70
7	12.73	12.95		13.05	13.14	
6	11.97	12.30	12.52	12.74		
5	11.38	11.71	11.97	12.23		
4	11.06	11.38	11.73			
3	10.71	10.92	11.05			
2	10.08	10.40	10.71			
1	8.68	9.32	10.08			

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SCHEDULE E
MISCELLANEOUS

- (1) Hair nets will be supplied at no cost to employees.
- (2) Payroll errors will be corrected within 24 hours.
- (3) Overtime Procedure

An overtime list of general classification by seniority will be maintained and each employee will be asked to work their turn on a rotation basis for scheduled overtime. If an employee does not work overtime when requested, then their name will be bypassed and that turn marked against them and then they must wait until their name is eligible for the next scheduled overtime.

The overtime list showing the rotation basis will be kept and posted in each foreman's office.

- (4) Smocks

Smocks do not have to be worn in the summer. However, proper attire must be worn (safety, appearance) in lieu of smocks.

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