

AGREEMENT

between

WINPAK TECHNOLOGIES INC.

85 Laid Drive

Toronto, Ontario M4G 3T8

-and-

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION,

LOCAL 100-M

001 2 3 2000

Effective July 1, 1999 to June 30, 2003

01364 (07)

SUBJECT INDEX

<u>Index</u>	<u>Section</u>	<u>Page(s)</u>
Annual Vacation with Pay	26	40
Arbitration	10.....	12
Call Time	20.....	27
Check-off of Union Dues	4.....	6
Contracting Out	53
Dental Insurance	28.....	47
Discharge Cases	11.....	14
Discrimination	3.....	5
Duration of Agreement	16.....	21
Employer/Employee Quality Commitment	6.....	7
Funeral Leave	22.....	28
Grievance Procedure	9.....	10
Group Insurance Plan	28.....	46
Group Life Insurance	28.....	49
Health & Safety Committee	24.....	30
Investment Committee (Pension)	51
Job Evaluation	14.....	20
Jury Duty	23.....	29
Layoff	12&25.....	17 & 39
Lead Persons	25.....	39
Leave of Absence	7	9
Lunch Periods	17	24
Major Medical	28.....	48
Maintenance Tool Replacement Allowance	* 52
Overtime Provisions	19.....	25
Parental/Maternal Leave	7.....	10

Pension Plan	29	49
Plant Holidays	27	43
Plant Shutdown	26	
Probationary Period	12	15
Purpose	1	4
Rate Reviews	25	
Recognition	2	
Reporting Time	21	27
Rest Periods	17	24
Reservation of Management Rights	5	6
Safety Shoes	24	29
Schedule "A" Wage Rates	25	35
Schedule "B" Occupational Classifications	25	32
Seniority	12	15
Severance Pay		50
Shift Premium & Shift Changeover	18	24
Special Agreements	15	20
Stock Taking	21	28
Strikes and Lockouts	8	10
Supper Money	19	26
Transfers or Promotions	12	17
Travel Accident Insurance	28	46
Union Committee	13	18
Union Security	3	5
Vision Care	28	48
Weekly Indemnity	28	49
Working Conditions & Hours of Work	17	22

AGREEMENT

between

WINPAK TECHNOLOGIES INC.

85 Laird Drive

Toronto, Ontario M4G 3T8

(hereinafter called the "Company")

-and-

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION,

LOCAL 100-M

(hereinafter called the "Union")

The parties hereto agree as follows:

Section 1
PURPOSE

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and those of its employees who are part of this bargaining unit, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for those employees who are subject to the provisions of this Agreement.

Section 2
RECOGNITION

- 2.1 The Company agrees to recognize the Union as the exclusive representative for the purpose of collective bargaining in respect of minimum wages, hours and other conditions of employment, for all employees in Ontario engaged in classifications set out in Schedule "A" of this Agreement, and in any similar new classifications established pursuant to Section 14. The Company agrees to give six (6) months notice to the Union prior to any relocation of the business, and the employees affected shall be given the opportunity to move to the new location.

Section 3
UNION SECURITY

- 3.1 All employees covered by the terms of this Agreement shall be eligible for membership in the Union. The Company shall not discriminate in any way against an employee because of membership in or activity on behalf of the Union.
- 3.2 The Company agrees to furnish each new employee with a copy of this Agreement and will undertake to inform these employees that the Graphic Communications International Union, Local 100-M, is the sole bargaining agency for all employees within the jurisdiction of the Union in the foregoing plant. Further, the Company agrees that any new employee shall, as a condition of employment, become a member of the Union following completion of his/her probationary period.

Discrimination

- 3.3 There will be no discrimination, as defined by the Ontario Human Rights Code, practised by either members of the Management or members of the Union.
- 3.4 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so requires.

Section 4
CHECK-OFF OF UNION DUES

- 4.1 All present employees who are now paying an amount equivalent to Union dues will continue to pay such sums for the duration of this Agreement.
- 4.2 All new employees will be required to have their application fee and monthly dues or an amount equivalent to same deducted from their earnings each month following completion of their probationary period. Further, these employees will be required to sign a check-off card authorizing the Company to deduct Union dues from the second pay of each month. The Company will remit the money thus collected to the Treasurer of the Union monthly. If a member is absent at the time of deduction, that month's dues will be deducted the following month, with the current month's dues, thereby keeping that member in continuous good standing.

Section 5
RESERVATION OF
MANAGEMENT RIGHTS

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

- 5.1 Maintain order, discipline and efficiency

- 5.2 Hire, retire, discharge, transfer, classify, layoff, promote or discipline an employee provided that a claim of unfair classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided, and,
- 5.3 generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generalities of the foregoing to determine the number and location of plants, the products to be manufactured, method of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

Section 6
EMPLOYER/EMPLOYEE
QUALITY COMMITMENT

Winpak Technologies Inc. is concerned with producing a quality product and depends on the participation of all employees in the quality aspects of the operations. Employees will be asked to be involved in the decision making process in their work areas along with other employees to discuss better ways to produce the product. Key to the participation of the employee in the decision making process of Winpak Technologies Inc. is

the employee's involvement in small group activities. This is essential for employee awareness, satisfaction, understanding of the working environment and safety and Winpak Technologies Inc. will implement group activities.

Such group efforts are based on the employee's active and voluntary participation to enlighten themselves and others on such matters as:

- (a) quality
- (b) safety
- (c) how to increase productivity
- (d) how to increase work efficiency
- (e) how to enhance the work environment
- (f) cost reduction
- (g) reduction of waste, time and materials

Team leaders will be trained in the process to encourage and lead in these group activities.

The Union and its elected Committee agrees to co-operate with the Company in the implementation of these activities and to encourage employee participation.

The Company will outline in detail the areas where the employees' participation is required to make our products more efficiently by reducing costs and maintaining our customers' quality demands.

Section 7
LEAVE OF ABSENCE

- 7.1 Provided that there is a legitimate need, the Company will grant leave of absence in writing to any employee. Where there is disagreement as to the legitimacy of a request, the decision of the Company shall apply, subject to the grievance procedure. Any person who is absent with written permission shall not be considered to be laid off, and his/her seniority shall continue to accumulate during their absence. A request for leave of absence must be submitted in writing through the employee's Supervisor to the Manager, Human Resources and if a leave of absence is granted, a copy of the same shall be filed with the Union Committee Chairperson.
- 7.2 An employee who is elected to a full-time position as a Union officer with the G.C.I.U. shall, upon one hundred and twenty (120) days written notice, be granted a leave of absence without pay or benefits for a maximum period of one (1) elected term of office. Subject to receipt by the Company of one hundred and twenty (120) days written notice of the employee's desire to return to work, the employee may exercise his bumping rights in accordance with this Agreement. Upon reinstatement, the employee will be credited with all seniority accumulated prior to his departure on such leave.

- 7.3 Parental/Maternal Leave will be granted according to the Employment Standards Act of Ontario. Seniority shall accumulate during such Leave of Absence.

Section 8
STRIKES AND LOCKOUTS

- 8.1 The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes, or any other collective action which will stop or interfere with production, it being understood, however, that employees will not be expected to execute any struck work received from any other Company whose employees are engaged in a legal strike.

Section 9
GRIEVANCE PROCEDURE

- 9.1 Within the terms of the Agreement a grievance shall be defined as a difference arising between an employee and the Company as to the application of its provisions.
- 9.2 It is agreed by the parties hereto that it is to their mutual benefit to settle such grievance as quickly as possible.

- 9.3 No grievance shall be considered where the circumstances giving rise to such grievance occurred more than thirty (30) days More the filing or lodging of the grievance.

Grievances shall be settled in the following manner:

- 9.3.1 By discussion between the aggrieved employee, the Department Supervisor and the Department Steward. If this informal discussion does not result in a settlement within five (5) working days, the grievance shall proceed to Step 1.

Step 1

At this stage the grievance shall be written on a grievance form supplied by the Union and the Supervisor shall state his/her opinion, in writing, within a further five (5) days.

Step 2

Within a further five (5) clays, it will proceed to a meeting between the employee, the Department Manager and Supervisor. The aggrieved employee may have the assistance of his/her Union Chairperson and committee member if he/she so desires. If not settled within a further five (5) working clays, it may proceed to Step 3.

Step 3

Between the Union Business Agent, his/her Union Chairperson and the committee member and the Vice President Operations or his designate. If within a further ten (10) working days the dispute is not amicably adjusted as a result of the meeting referred to above, the dispute will be resolved in accordance with the arbitration provisions set out in Section 10, provided the written notice referred to in Section 10.1 is sent within fifteen (15) days thereafter.

9.3.2 The time limits specified herein, may be extended by mutual consent of the parties involved.

Section 10 ARBITRATION

10.1 Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to an Arbitrator. Written notification of a desire to submit a matter to arbitration shall specifically state the matter in dispute to be dealt with by the Arbitrator, and the remedies sought.

10.2 Should the parties fail to agree on an Arbitrator within ten (10) days of receipt of the request for arbitration, the parties shall choose the Arbitrator in rotation from the following mutually agreed list of Arbitrators:

1. O.B. Shime
2. R.L. Kennedy
3. Pamela Picher
4. Michel Picher
5. Kevin Burkett
6. Paula Knopf

10.3 If the Arbitrator chosen in rotation from the agreed list of Arbitrators is not available within reasonable time limits, he/she will be replaced by the following person on the list, and except by mutual agreement between the parties, will not be used again as an Arbitrator until his/her name returns in the normal order of rotation.

10.4 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision within sixty (60) days from the date of the closing of the arbitration hearing and the decision will be final and binding upon the parties and upon any employee affected by it.

10.5 This Agreement shall not be altered, modified or amended by an Arbitrator.

10.6 In the event an Arbitrator deals with any matter in dispute, he/she may, at his/her discretion, make any

binding decision, which he/she deems equitable under the particular circumstances.

- 10.7 Whenever an Arbitrator rules in favour of a Grievor who alleges improper suspension, demotion, discharge, or layoff, the Arbitrator, if granting any compensation to the grievor in his/her award may grant compensation only up to the total wage earnings lost by the employee as a result of the suspension, demotion, discharge or layoff.
- 10.8 Discharge cases shall have preference over other cases submitted to arbitration.
- 10.9 Each of the parties shall pay for its own arbitration costs, including the costs and expenditures for its witness and representatives. The expenses of the Arbitration shall be paid equally by the Union and the Company.

Section 11 DISCHARGE CASES

- 11.1 A claim by an employee that he/she has been discharged without reasonable cause shall be treated as a grievance and shall be lodged in writing with the Union Committee and the Company within five (5) working days after the employee ceases to work with the Company. The grievance shall thereupon be processed commencing with the meeting provided for in Step 2 of Section 9.3.1.

- 11.2 Such grievance may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee with full compensation for the time lost and without loss of seniority rights, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.
- 11.3 An employee is entitled, prior to discharge, to be notified at a meeting with management of the reasons for such actions. The employee will be accompanied by a representative of the Union Committee who will be advised in advance, by management, of the time and place of this meeting.
- 11.4 The Company shall provide the employee and the Union with a copy of any disciplinary action, including discharge, affecting the employee.

Section 12

SENIORITY

- 12.1 New employees will be on probation for a period of seventy-five (75) days worked after which their seniority will date from the last date of hiring.

New employees will not be eligible for any benefits under this Agreement until the completion of their probationary period.

In exceptional cases the Company may wish an extension of the probationary period, and this may be granted

through consultation with the plant Union Committee. Any extension granted will not exceed a further thirty (30) calendar days. Should an employee be terminated for any reason during the probationary period, or extension, they shall continue to have no rights to the grievance procedure.

12.2 Seniority standing shall mean the length of continuous service with the Company on a plant wide basis. This shall be interpreted to mean that job opportunity and security shall increase in proportion to length of service.

12.2.1 Any bargaining unit employee who is moved to a position outside of the confines of this Agreement, but still within the Company, will be allowed a period of three (3) months to return to the bargaining unit without loss of seniority. Should the Company wish to return the employee to an available job in the bargaining unit after the three (3) month period, the employee will only retain the previously earned plant wide seniority prior to the move outside of the unit.

12.3 An employee will lose his/her seniority rights and his/her employment will be terminated, if:

12.3.1 he/she voluntarily quits or is discharged and not reinstated pursuant to the provisions of Section 10.

- 12.3.2 is laid off for a period in excess of twelve (12) months, or
- 12.3.3 when he/she is recalled after a layoff, the area representative is to be notified, and should the employee fail to signify his/her intention to return to work within three (3) days, or fail to actually return to work within seven (7) days of being recalled.
- 12.3.4 they are absent for three (3) consecutive working days without notifying the Company. Exception to this type of termination may be made at the Company's discretion only.
- 12.4 In matters relating to promotion, transfer, layoff and recall from layoff, where skill, knowledge and ability are relatively equal, the seniority standings shall govern.
- 12.4.1 An employee who is recalled to a job of lower classification and refuses, will not lose his/her rights of recall to the job they occupied at the time of layoff subject to the provisions of 12.3.2.
- 12.5 It is agreed that Company policy, in general, when promotions occur, shall be to promote from within.
- 12.6 The Company agrees to give first consideration to present employees for transfer or promotion to permanent jobs for job vacancies within the plant. In order

to make their desires known, an employee can file an application for transfer or promotion through the Human Resources Department.

- 12.7 An employee shall be entitled to be restored to his/her job after an illness or accident unless he/she is unable to perform their regular duties. For the purpose of this clause the above absence shall not exceed twelve (12) months.
- 12.8 The Company will give three (3) working days notice in writing of impending layoff to the affected employees and the Union Chairperson.

Section 13

UNION COMMITTEE

- 13.1 The Company acknowledges the right of the Union to elect or otherwise select a Union Committee of not more than five (5) employees and will recognize and deal with the said Committee with respect to any matters which properly arise from time to time during the life of this Agreement. Meetings are not to be held during the working hours unless approved by the Company. The Company and the Union agree that members of the Union Committee must have three (3) years' service with the Company and be a minimum of twenty-one (21) years of age. During the term of this Agreement the Union Committee (as in 13.2) shall have super Seniority for the purpose of layoff for lack of work only.

- 13.2 Five (5) Union Committee members will be elected to represent the whole plant.
- 13.3 The Union and the Company acknowledges t h a t stewards and committee members have regular duties to perform in their employment and that such persons will not leave their regular duties without first obtaining permission of their Supervisor.
- 13.4 It is understood that Committee members will not absent themselves from their regular duties unreasonably, and, in accordance with this understanding the Company will compensate such employees for time spent in handling Union problems which involve meetings between the Company and Union on the premises of the Company during their regular working hours at their regular rates of pay.
- 13.5 The Union agrees to notify the Company of the names of the Committee members and stewards, and the Company shall not be expected to recognize such Committee members and stewards until such notification has been received.
- 13.6 The Company agrees to pay the full cost of the Committee's wages during negotiations for contract renewal up to and including a maximum of four (4) meetings, and to a maximum of eight (8) hours per meeting Jay.

The Company will allow the Union Committee one (1) meeting each month to a maximum of one (1) hour duration each. Whenever possible these meetings will coincide with the one (1) hour preceding the scheduled Union Management meetings unless otherwise agreed to by the Company.

Section 14

JOB EVALUATION

- 14.1 It is agreed that when additional equipment or machinery not heretofore used in this plant is installed ready for operation and after completion of engineering trials, then the Company and the Union will, within three (3) months, evaluate jobs on the new equipment or machine and if necessary establish a new classification and rate schedule for such jobs. Such classification and rate schedule will become part of Schedule "A" of this Agreement and will be made retroactive to the date engineering trials were completed.

Section 15

SPECIAL AGREEMENTS

- 15.1 During the life of this Agreement, any agreement reached by the Company and the Union on a matter which may arise and is not already covered by this Agreement, will be put in writing and signed by both parties.

Section 16
DURATION OF AGREEMENT

16. This Agreement and the Schedules which form part of it shall be binding upon the parties from July 1, 1999 to June 30, 2003 at 12:01 a.m. (4 years) inclusive and each year thereafter unless either party gives notice in writing of its intention to terminate the Agreement or enter in negotiations for the purpose of amending the Agreement within a period of not more than ninety (90) days and not less than sixty (60) days prior to any such date of termination. If such notice shall be given by either party, the parties shall meet within twenty (20) days thereafter, and shall enter into negotiations with a view to the renewal or amendment of the Agreement.
- 16.2 If such negotiations are not concluded prior to the expiration date of the current Agreement, and should conciliation proceedings be required, the Agreement shall continue in full force and effect until such proceedings have been exhausted in accordance with the Labour Relations Act of Ontario.

For the Union

Dave Baboolal
Randy Collins
Jeff Cull
Reta Judge
John Markle

For the Company

Richard Baines
Roman Lapczynski
Darlene McGuiney

Section 17
WORKING CONDITIONS AND
HOURS OF WORK

- 17.1 The normally designated work week shall consist of forty (40) hours on the basis of eight (8) regular shift hours per day, or night, through five (5) working days. (Monday to Friday inclusive).
- 17.2 Normal day shift hours of work shall be completed between the hours of 6:30 a.m. and 5:30 p.m. unless otherwise mutually agreed upon.
- 17.3 Employees working a single shift only must be ready to work and be at their places at the starting time, and will work through until the lunch period. They shall recommence work at the finish of the lunch period and work through until the end of the shift.
- 17.4 When two (2) or three (3) shift operations are involved, it is agreed that machines must be kept operating through the period of the shift change. In cases where the operator, assistant, or helper from the oncoming shift is late, the outgoing employees are expected to cooperate in keeping the equipment operating until the incom-

ing personnel arrive and shall be paid for each fifteen (15) minute period or part thereof.

An employee is required to notify their supervisor if they are likely to be late for work or unable to report for work for that shift, subject to the reprimand procedure.

This approach, and the response of employees to it has so far made it possible to allow shift workers to go home towards the end of their shift when they have been fully relieved, without any loss of pay.

17.5 For payroll purposes, a work day is defined as 11:00 p.m. to 11:00 p.m. the following day and the pay week starts on Sunday at 11:00 p.m. and ends the following Sunday at 11:00 p.m. for regular shifts through five (5) working days. (Monday through Friday inclusive).

The normal daily starting and finishing times of each shift in effect in each department is:

7:00 a.m. to 3:00 p.m. Day Shift.....(2nd shift)

3:00 p.m. to 11:00 p.m. Afternoon Shift.....(3rd shift)

11:00 p.m. to 7:00 a.m. Midnight Shift.....(1st shift)

There will be individual Company requirements for normal starting and finishing times outside of those outlined above. However, those times will be of eight (8) hours duration from start to finish. These individual hours will be by mutual agreement of the Industrial Relations Committee.

17.6 The Company will grant a twenty (20) minute paid lunch and paid rest periods of ten (10) minutes twice per shift to all employees provided that the Union and employees co-operate in keeping equipment and services running through lunch and rest breaks.

Section 18
SHIFT PREMIUM AND SHIFT
CHANGEOVER

18.1 Night shift workers shall receive the following premium per hour over the day rate and shall not increase in proportion to other premium pay:

Effective July 1, 1999 \$0.75

Effective July 1, 2001 \$0.80

18.2 When three (3) shifts are worked, two (2) of them shall be considered night shift work. Shift schedules will be posted on Thursday. It is the employee's responsibility to contact their Supervisor for shift scheduling notice prior to returning to work from accident, illness, or leave of absence.

18.3 When an employee changes from the day to the night shift or vice versa at the Company's request, he/she shall not lose wages through any loss of time due to such changeover during any one (1) week.

18.4 Shift changes will be administered as follows:

18.4.1 Twenty-four (24) hours notice will be given to an employee where change is made in his/her normally scheduled shift, except a change initiated by the employee or other employees under the terms of the collective agreement. There shall be no more than one (1) such change per week.

18.4.2 Where twenty-four (24) hours notice is not given under the provisions of 18.4.1, the hours worked in the first shift of his/her new schedule will be paid at overtime rates.

Section 19

OVERTIME PROVISIONS

19.1 As far as practicable, necessary overtime will be equally distributed among those normally performing the work to be done, and employees are to be given as much notice as possible when overtime is required.

19.2 Overtime will be paid as follows:

19.2.1 Time and one-half (1-1/2x) the employee's basic rate shall be paid for all authorized work performed in excess of eight (8) hours per day.

19.2.2 Time and one-half (1-1/2x) the employee's basic rate shall be paid for all authorized work performed on Saturday.

19.2.3 Double time (2x) the employee's basic rate shall be paid for all hours worked in excess of eleven (11) consecutive hours and all hours worked on Sunday.

19.3 Overtime rates and Sunday premium rates shall be calculated on the basis of the employee's hourly rate, exclusive of shift premium or other premiums.

19.4 The employees recognize that customer demand will make overtime production work necessary from time to time. On this basis, they will co-operate with the understanding that overtime work is voluntary.

19.5 Should an employee be required to perform authorized overtime work, at the conclusion of a shift, in excess of two (2) hours, and who was not notified prior to the day on which the overtime is performed or is recalled within one (1) hour of leaving the plant, they shall be provided with supper money in the amount of:

Effective July 1, 1999 \$7.00

Effective July 1, 2000 \$7.50

Effective July 1, 2002 \$8.00

Section 20
CALL TIME

20.1 Employees who are called in outside of their regularly assigned hours, after having left the Company buildings on completion of their working day or before arriving in the Company buildings, and are required to go on duty for repair or other work and reports for duty in a reasonable length of time after having been called, shall receive no less than five (5) hours pay at his/her regular rate, or for hours worked, at overtime rates, whichever is greater. The provisions of this section do not apply if the employee begins to work two (2) hours or less before his/her regular shift.

Any employee entitled to call time may be assigned for the entire period for which he/she is paid. However, a Maintenance Department employee on call-in will have the option to leave the workplace after his/her job is completed unless another emergency arises.

Section 21
REPORTING TIME

21.1 It is further agreed that the Company will not require full time employees to work less than eight (8) hours in any day or night during the regular work week, except in cases due to conditions such as fire or accident, stock-

taking, emergency, or when an employee is sent home for disciplinary or safety reasons.

- 21.2 Stock-taking will be voluntary unless there are not sufficient qualified employees available for this purpose. When an employee reports for stock-taking, he/she shall be paid a minimum of four hours at regular rates.

Section 22

FUNERAL LEAVE

- 22.1 In the event of a death in an employee's immediate family (as defined below) the Company will grant to the employee three (3) working days leave of absence with pay for the purpose of making arrangements for, and attending the funeral. Pay shall be at the employee's regular rate.
- 22.2 Immediate family means . wife or husband, children, grandchildren, mother or father, grandmother or grandfather, step-mother or step-father, sister or brother, mother-in-law or father-in-law, or any other wholly dependent person maintained by the employee. Where the death is that of a wife or husband, an additional two (2) working days leave of absence with pay will be granted at that time.
- 22.3 In addition, where for some reason an employee is unable to personally attend the funeral the employee will be granted one (1) days leave with pay on the day of

the funeral provided the funeral occurs on a day on which the employee would be regularly scheduled to work.

Section 23
JURY DUTY

- 23.1 An employee who is required for jury service on a regularly scheduled work day will be paid by the Company the difference between his/her regular hourly rate for eight (8) hours and the payment received for jury service. The employee will present proof of jury service and the amount of payment received. When an employee is excused from jury duty for one (1) half day or more, they must return to the plant and complete their regular shift.

Section 24
SAFETY SHOES

- 24.1 The Company will reimburse employees for the purchase of approved safety shoes upon presentation of a signed receipt up to the following maximum per year. This reimbursement will take place no later than two (2) weeks after presentation of the receipt.

Effective July 1, 1999 - \$95.00 per year, cumulative over a two year period.

Effective July 1, 2000 - \$100.00 per year, cumulative over a two year period.

Effective July 1, 2001 - \$105.00 per year, cumulative over a two year period.

Effective July 1, 2002 - \$110.00 per year.

- 24.2 Upon completion of their probation period, and upon presentation of a signed receipt for the purchase of approved safety shoes, all new employees will be reimbursed according to 24.1. The safety shoe allowance will be deducted from the final pay if a new employee terminates his/her service prior to completing six (6) months service.

Health & Safety Committee

- 24.3 The Company and the Union agree to co-operate to provide safe and sanitary working conditions and safe working equipment as required by the Occupational Health and Safety Act of Ontario. The Union agrees that the employees shall co-operate with the Company in keeping the premises safe, secure, clean and sanitary.

A Plant Joint Health and Safety Committee shall be jointly set up on the basis of no less than three (3) and no more than four (4) representatives of the Company and four (4) representatives of the Union. Two (2) alternate Union members should be appointed to allow for union representation at all times.

The Joint Health and Safety Committee shall have as its primary purpose the prevention of accidents and the investigation of the nature and cause of accidents resulting in lost time and to advise the Company as to the proper remedial action the Committee feels should be taken.

Meetings will be held at least monthly to discuss health and safety matters and to make recommendations to Company management. Minutes shall be kept and a copy shall be sent to the Local President within one (1) week after the meeting.

Section 25
SCHEDULE "B"
OCCUPATIONAL CLASSIFICATION

Group A	Group 4
759 Cerutti Pressman	Matcher Specialist
763 Pressman	Emulsion Coater Operator
Instrument Technician	Electrician
Electronic Technician	Steamfitter
Group B	Group 5
764 Cerutti Pressman	Weber Operator
	Solventless Laminator
	Operator
Group 1	
647 Kidder Pressman	
Faustel Pressman	Group 6
Bag Machine Adjuster	Plate Layer
	Favotainer Operator
	676 Coater Laminator
	Operator
Group 2	
571 Cerutti Pressman	
Machinist	Group 7
Tandem Extruder Operator	Glue Mounter Operator
Hydraulic/Pneumatic	Holweg Operator
Steamfitter	Coat/Lam. & Hot Melt
	Mixer
Group 3	763 Assistant
Extruder Operator	

Group 8
759/764 Cerutti Assistant
Colour Matcher
Tandem Extruder Assistant

Group 9
Gravure Cylinder Controller
Faustel Assistant
Slitter Operator
Mecca Coater Operator
647 Kidder Assistant

Group 10
571 Cerutti Assistant
P.M.R. Assembler
Emulsion Coater Assistant
Tin Tie Operator
Shipping Assistant
Quality Inspector
Solventless Laminator Asst.

Group 11
Pail & Parts Wash-up
Asst. Colour Matcher
Glue Mounter Assistant
Lubrication Mechanic
Coat/Lam Pre-make Ready
Coat/Lam. & Hot Melt
Mixer Asst.
646 Coater Laminator Asst.

Group 12
Roll Grinder
Flow Biller
Plate Maker
Hot Melt Coater Assistant
Improver
Tandem Extruder Helper

Group 13
Blade Grinder
Emulsion Coater Helper
Machine Trainee

Group 14
759/764 Cerutti Helper
Stacker Operator
Tow Motor Operator
Adhesive Wash-up
Stanford Rewind Operator

Group 15
Roll Packer
Slitter Helper
Junior Quality Inspector

Group 16
Trucker, Packer, Loader

Group 17
Utility
Core Cutter Operator

Group 18
Bag Machine Chute Tender
Group 19

Group 20
General Labourer

Schedule "A" - Wage Rates Effective:

July 1, 1999 to June 30, 2000 inclusive

Group	START	03 MONTHS	06 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS	60 MONTHS	66 MONTHS	72 MONTHS
4										22.25	22.65	23.03	23.42	23.80
B										21.75	22.13	22.53	22.92	23.31
7									20.17	20.50	20.86	21.15	21.62	21.79
2								18.79	19.25	19.70	20.08	20.46	20.91	21.30
3						17.68	18.10	18.46	18.90	19.28	19.72	20.09	20.87	
4						18.68	18.85	19.10	19.33	19.55	19.86	20.14	20.36	
5							18.52	18.68	18.89	19.11	19.31	19.53	19.98	
6						18.05	18.25	18.42	18.60	18.87	19.08	19.48		
7						17.96	18.17	18.37	18.59	18.80	18.98			
a							17.73	17.87	18.09	18.31	18.54			
9			15.80	16.21	16.55	16.83	17.08	17.26	17.71	18.05				
10			15.53	16.12	16.40	16.54	16.77	17.16	17.60					
11			15.52	15.68	15.88	16.19	16.32	16.72	17.14					
12	15.16	15.36	15.50	15.67	15.82	15.99	16.27	16.70						
13	14.87	15.09	15.16	15.37	15.56	15.78	16.20							
14	14.52	14.69	14.93	15.10	15.34	15.74								
15	14.50	14.67	14.81	15.06	15.30									
16	14.29	14.48	14.63	14.77										
17	13.98	14.24	14.34											
18	12.89	13.01	13.37	13.90										
19	12.34	12.51	12.89	13.41										
20	12.11	12.25	12.61	12.94										

5

Schedule "A" - Wage Rates Effective:
July 1, 2000 to June 30, 2001

Group	START	03	06	12	18	24	30	36	42	48	54	60	66	72
		MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
											22.70	23.10	23.49	23.89
											22.19	22.57	22.98	23.38
										20.57	20.91	21.28	21.57	22.05
						18.03	18.46	18.83	19.28	19.67	20.1	20.49	21.29	21.73
						19.05	19.23	19.48	19.72	19.94	20.26	20.54	20.77	20.92
							18.89	19.05	19.27	19.49	19.70	19.92	20.38	
6						18.41	18.62	18.79	18.97	19.25	19.46	19.87		
7						18.32	18.53	18.74	18.96	19.18	19.36			
8							18.08	18.23	18.45	18.68	18.91			
9			16.12	16.53	16.88	17.17	17.42	17.61	18.06	18.41				
10			15.84	16.44	16.73	16.87	17.11	17.50	17.95					
11			15.83	15.99	16.20	16.51	16.65	17.05	17.48					
12	15.46	15.67	15.81	15.98	16.14	16.31	16.60	17.03						
13	15.17	15.39	15.46	15.68	15.87	16.10	16.52							
14	14.81	14.98	15.23	15.40	15.65	16.05								
15	14.79	14.96	15.11	15.36	15.61									
16	14.58	14.77	14.92	15.07										
17	14.26	14.52	14.63											
18	13.15	13.27	13.64	14.18										
19	12.59	12.76	13.15	13.68										
20	12.35	12.50	12.86	13.20										

Schedule "A" - Wage Rates Effective

July 1, 2001 to June 30, 2002

Group	START	03	06	12	18	24	30	36	42	48	54	60	66	72
		<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>	<u>MONTHS</u>
										23.38	23.80	24.20	24.61	25.00
										22.85	23.25	23.67	24.08	24.49
1									21.19	21.54	21.92	22.22	22.71	22.89
2								19.74	20.22	20.70	21.10	21.50	21.97	22.38
3						18.57	19.02	19.39	19.86	20.26	20.72	21.11	21.93	
4						19.63	19.80	20.07	20.31	20.54	20.86	21.16	21.39	
5							19.46	19.63	19.85	20.08	20.29	20.52	20.99	
6						18.96	19.17	19.35	19.54	19.82	20.05	20.47		
7						18.87	19.09	19.30	19.53	19.75	19.94			
8							18.63	18.77	19.01	19.24	19.48			
9			16.60	17.03	17.39	17.68	17.94	18.13	18.61	18.96				
10			16.32	16.94	17.23	17.38	17.62	18.03	18.49					
			16.31	16.47	16.68	17.01	17.15	17.57	18.01					
12	15.93	16.14	16.28	16.46	16.62	16.80	17.09	17.55						
13	15.62	15.85	15.93	16.15	16.35	16.58	17.02							
14	15.25	15.43	15.69	15.86	16.12	16.54								
15	15.23	15.41	15.56	15.82	16.07									
16	15.01	15.21	15.37	15.52										
17	14.69	14.96	15.07											
18	13.54	13.67	14.05	14.60										
19	12.96	13.14	13.54	14.09										
20	12.72	12.87	13.25	13.59										

Schedule "A" - Wage Rates Effective
July 1, 2002 to June 30, 2003

Group	START	03	06	12	18	24	30	36	42	48	54	60	66	72
		MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
										24.19	24.63	25.04	25.47	25.88
										23.65	24.06	24.50	24.92	25.35
									21.93	22.29	22.68	23.00	23.51	23.69
						19.22	19.68	20.43	20.93	21.42	21.83	22.25	22.74	23.16
						20.31	20.50	20.77	21.02	21.26	21.60	21.90	22.14	
5							20.14	20.31	20.54	20.78	21.00	21.24	21.73	
6						19.63	19.84	20.03	20.23	20.52	20.75	21.18		
7						19.53	19.76	19.98	20.21	20.44	20.64			
8							19.28	19.43	19.67	19.91	20.16			
9			17.18	17.63	18.00	18.30	18.57	18.77	19.26	19.63				
10			16.89	17.53	17.83	17.99	18.24	18.66	19.14					
11			16.88	17.05	17.27	17.60	17.75	18.18	18.64					
12	16.48	16.70	16.85	17.04	17.20	17.39	17.69	18.16						
13	16.17	16.41	16.48	16.71	16.92	17.16	17.62							
14	15.79	15.97	16.23	16.42	16.68	17.12								
15	15.77	15.95	16.10	16.38	16.64									
16	15.54	15.75	15.91	16.06										
17	15.20	15.48	15.59											
18	14.02	14.15	14.54	15.11										
19	13.42	13.60	14.02	14.58										
20	13.17	13.32	13.71	14.07										

- 25.1 The Company, may, at its discretion, select or remove any employee as a leadperson for an; length of time. Such an employee shall have seventy-five cents (\$.75) per hour added to, and included as part of their regular straight time hourly rate of pay while acting in such capacity. It is understood that the function of leadpersons does not include the right to hire, discipline, terminate employees or give notice of lay-off.
- 25.2 Employees starting at minimum rates will be reviewed after the probationary period of seventy-five (75) days worked. All increases will be in accordance with the wage progression scale and paid immediately.
- 25.3 The application of all wage rate increases as set out in this Agreement will take effect on the date that the actual increase is due.
- 25.4 Once an employee achieves permanent status in a job classification for a minimum of six (6) months, and is laid off to a lower classification, his/her rate of pay will not be changed for the first four (4) week continuous period, at which time his/her rate of pay will be reduced to that of the new classification to which they have been assigned. When recalled to their permanent classification, they will once again resume status as described as above.
- 25.4.1 Any temporary assignment for reasons of illness, injury, leave of absence, maternity leave or vacation will not be subject to the provisions of 25.4.

25.4.2 Any employee who requests a permanent transfer to a vacancy in a job classification which carries a lower rate of pay will not be subject to the provisions of 25.4

Section 26
ANNUAL VACATION WITH PAY

26.1 For purposes of this Section, the vacation year is the period between January 1st and December 31st. Vacation benefits will be determined on the basis of the employee's plant seniority, according to the following schedule:

Effective January 1, 1996:

<u>Plant Seniority</u>	<u>Vacation Benefit</u>	<u>Percentage of Vacation Pay</u>
One Year (1)	2 weeks	4%
Five Years (5)	3 weeks	6%
Ten Years (10)	4 weeks	8%
Twenty Years (20)	4 weeks	10%

Employees who have less than one (1) year's plant seniority shall be entitled to one (1) days vacation for every one (1) month of service, not to exceed ten (10) working days, to be taken during the vacation year.

26.2 In the calculation of vacations with pay, the payment will be based on the applicable percentage of the

employee's gross annual earnings, accumulated during the twelve (12) month period ending December 31st prior to the vacation year, including wages paid for plant holidays and the previous year vacation credits.

26.3 All vacation due in the vacation year must be taken during the same vacation year.

26.4 On the first anniversary of an employee's Plant Seniority date, he/she will be eligible for two (2) weeks vacation with applicable percentage of vacation pay. On the fifth and tenth anniversary of an employee's Plant Seniority date, he/she will be eligible for an additional week of vacation with the applicable percentage vacation pay

On the twentieth anniversary of an employee's Plant Seniority date, he/she will be eligible for only the additional applicable percentage vacation pay. Effective January 1, 2003, those employees, who have and will celebrate their twentieth anniversary of plant seniority, will be eligible to decline or accept an additional week of vacation at a time convenient to production requirements.

26.5 If an employee who has worked for the Company for at least three (3) years of continuous service and has been absent due to illness or accident for a period of more than three (3) consecutive months during the period prior to January 1st and can supply satisfactory proof to the Company of such illness or accident, they shall receive a minimum of one (1) week's pay for each week of vacation to which they are entitled, provided they

have worked at least twenty-six (26) weeks of the year prior to January 1st.

- 26.6 The number of people who may be absent on vacation at any one time, in any one classification or shift, will be determined depending on the production requirements. All eligible employees must indicate their choice of vacation dates by no later than April 1st. The vacation schedule will be finalized and posted May 1st.
- 26.7 In the event that there is a scheduled plant shutdown for vacation purposes in July and August of each year, the Company may schedule one (1) or more weeks of an employee's vacation entitlement, as set out in Section 26, during this shutdown period. The Company must post the date of the scheduled plant shutdown by February 28th of each vacation year.
- 26.8 Should an employee Leave the service of the Company, he/she shall be entitled to vacation pay in accordance with their length of service on a pro rata basis. If he/she is discharged for cause, vacation pay will be based on the Employment Standards Act, Ontario.

Section 27 PLANT HOLIDAYS

27.1 Provided the employee works the designated and normal working days immediately preceding and succeeding a holiday and has completed his/her probationary period, the Company will pay, effective July 1, 1999, for twelve (12) plant holidays not worked in each of the twelve (12) month periods of each contract year.

1st Contract Year-July 1, 1999 to June 30, 2000

27.1.1 Canada Day	Thursday, July 1, 1999
Floater	Friday, July 2, 1999
Simcoe Day	Monday, August 2, 1999
Floater	Friday, September 3, 1999
Labour Day	Monday, September 6, 1999
Thanksgiving	Monday, October 11, 1999
Christmas Day	Friday, December 24, 1999
Boxing Day	Monday, December 27, 1999
Floater	Tuesday, December 28, 1999
Floater	Wednesday, Dec. 29, 1999
Floater	Thursday, Dec. 30, 1999
New Years Day	Friday, December 31, 1999
Good Friday	Friday, April 21, 2000
Victoria Day	Monday, May 22, 2000

2nd Contract Year -July 1, 2000 to June 30, 2001

27.1.2 Canada Day	Monday, July 3, 2000
Simcoe Day	Monday, August 7, 2000

Labour Day	Monday, September 4, 2000
Thanksgiving	Monday, October 9, 2000
Christmas Day	Monday, December 25, 2000
Boxing Day	Tuesday, December 26, 2000
New Years Day	Monday, January 1, 2001
Good Friday	Friday, April 13, 2001
Floater	Monday, April 16, 2001
Floater	Friday, May 18, 2001
Victoria Day	Monday, May 21, 2001
Floater	Friday, June 29, 2001

3rd Contract Year – July 1, 2001 to June 30, 2002

27.1.3 Canada Day	Monday, July 2, 2001
Simcoe Day	Monday, August 6, 2001
Labour Day	Monday, September 3, 2001
Floater	Friday, October 5, 2001
Thanksgiving	Monday, October 8, 2001
Christmas Day	Tuesday, December 25, 2001
Boxing Day	Wednesday, Dec. 26, 2001
New Years Day	Tuesday, January 1, 2002
Good Friday	Friday, March 29, 2002
Floater	Friday, May 17, 2002
Victoria Day	Monday, May 20, 2002
Floater	Friday, June 28, 2002

4th Contract Year -July 1, 2002 to June 30, 2003

27.1.4 Canada Day	Monday, July1, 2002
Simcoe Day	Monday, August 5, 2002
Labour Day	Monday, September 2, 2002
Thanksgiving	Monday, October 14, 2002
Floater	Tuesday, December 24, 2002
Christmas Day	Wednesday, Dec. 25, 2002
Boxing Day	Thursday, December 26, 2002
Floater	Friday, December 27, 2002
Floater	Monday, December 30, 2002
New Years Day	Wednesday, January 1, 2003
Good Friday	Friday, April 18, 2003
Victoria Day	Monday, May 19, 2003

27.2 In cases of legitimate illness (verified by a doctor's certificate), but excluding employees on Weekly Indemnity benefits or on Workers Compensation, or in cases specifically authorized by the Company, the above requirements may be waived. The Company will reimburse, with accompanying receipts, up to \$10.00 per certificate with a yearly maximum of \$20.00 per employee.

27.3 If an employee is required to work on the day of observance of any of the above plant holidays, he/she shall receive twice their regular rate of pay for the time worked in addition to their holiday pay.

27.4 If an employee is on the evening or night shifts at

the time of the holiday, he/she shall receive the shift differential.

- 27.5 Should any of the above plant holidays fall during a management authorized leave of absence, and the employee has satisfied the requirements as laid out in 27.1, that plant holiday pay will be paid to the employee upon return to work. No other day off will be given in lieu of that holiday.

Section 28

GROUP INSURANCE PLAN

- 28.1 The Company will contribute 100% of the cost of the Aetna Canada Supplementary Plan (or its replacement), whatever these costs may be, throughout the term of this Agreement.

- 28.2 All new employers will enroll in the Weekly Indemnity and Life Insurance Plans as a condition of employment. Those employees covered as a dependent under another major medical plan will be exempted from that portion of the supplementary plan.

- 28.3 Travel Accident Insurance

Amount payable due to death or accident is \$25,000.00 or a percentage thereof. Coverage is effective from the time you leave your home, place of employment, or other location, any time you are required to travel on

business of the Company, provided such travel is to a point or points away from the premises of the Company in the city of permanent assignment. Coverage will terminate upon return to your home or place of employment, whichever shall occur first.

Benefits Available to Hourly Employees

Following is a summary of the various benefits available to hourly employees. For full details please refer to your brochure, Group Coverage's For Hourly Employees. If you have any questions, please direct them to the Human Resources Department.

Dental Insurance

Effective January 1, 2000 1999 ODA rates will be in effect.

Effective January 1, 2001 2000 ODA rates will be in effect.

Effective January 1, 2002 2001 ODA rates will be in effect.

Effective January 1, 2003 2002 ODA rates will be in effect.

Eligibility occurs upon completion of three (3) months continuous full time employment. The total amount each insured individual can claim in any one (1) year is \$1,500.

Major Medical

This benefit is intended to help pay for a wide range of hospital and medical expenses incurred by you which are not covered by Provincial Plans.

Eligibility occurs upon completion of three (3) months of continuous full time employment.

Deductibles: Single \$10.00
Married \$20.00

Maximum: \$20,000 in any one (1) calendar year less any major medical payments during the immediately preceding two (2) calendar years for each covered individual.

Coinsurance: 95% of all eligible expenses.

Vision Care

Vision Care Program to be included into the Supplemental Health Care Program on the following basis: eye glasses or contacts, with a maximum limit of one hundred and fifty dollars (\$150.00) for each covered individual every 24 consecutive months – every 12 consecutive months for children under 18 years of age.

This program will be paid for 100% by the Company with a 95/5 co-insurance claim reimbursement.

Group Life Insurance

This benefit is intended to provide your beneficiary with

a lump sum if you die before age 65 or retirement, if earlier. The Company will provide Life Insurance Benefits to equal 1X the base annual earnings at no cost to the employees. Eligibility requires completion of three (3) months of continuous full-time employment.

Weekly Indemnity

This is a fully Company paid benefit.

Eligibility occurs upon completion of three (3) months continuous full-time employment.

If disabled by sickness or non-occupational accident not covered by Workers' Compensation, the benefit Payable is 66 2/3% of your base weekly earnings for twenty-six (26) weeks.

Payments will commence on-the 1st day in case of accident or admittance to hospital and on the 7th day in case of sickness.

**Section 29
PENSION PLAN**

It is agreed that the Pension Program currently in effect will remain in effect for the duration of this Agreement. It is further agreed that all employees who become eligible will, when eligible, participate in the Money Purchase Pension Plan.

The Pension Plan is designed to provide members with a

retirement income normally commencing on the 1st day of the month following the 65th birthday.

Eligibility requires completion of two (2) years of continuous full time employment and have not attained the age of 65.

Employee and employer contributions will be 4.5% effective July 1, 1999 and 5.0% effective July 1, 2000.

Letter of Intent- #1
SEVERANCE PAY

The Company will agree to meeting with the Union to review Severance Pay requirements in the unlikely event of a plant closure.

It is understood that this discussion will take place outside of the Collective Agreement.

For the Union

Dave Baboolal
Randy Collins
Jeff Cull
Reta Judge
John Markle
Brian McGivern
George Novak – *Business Agent*
Ron Williams

For the Company

Richard Baines
Roman Lapczynski
Darlene McGuiney

Letter of Intent - #2
INVESTMENT COMMITTEE

A Committee shall be formed to review investment performance and operation of the Fund. It shall consist of three (3) persons selected from the members and three (3) persons appointed by the Company.

The Committee shall decide an appropriate meeting schedule.

For the Union

Dave Baboolal
Randy Collins
Jeff Cull
Reta Judge
John Markle
Brian McGivern
George Novak – *Business Agent*
Ron Williams

For the Company

Richard Baines
Roman Lapezynski
Darlene McGuiney

Letter of Intent - #3
MAINTENANCE TOOL
REPLACEMENT ALLOWANCE

The Company will pay effective April 1, 1997 and each year thereafter, a tool replacement allowance at the rate of one hundred and thirty dollars (\$130.00) per annum to each Maintenance Tradesperson who requires and owns, for the satisfactory performance of his trade, on the job, personal tools costing three hundred and fifty dollars (\$350.00) or more.

For the Union

Dave Baboolal
Randy Collins
Jeff Cull
Reta Judge
John Markle
Brian McGivern
George Novak – *Business Agent*
Ron Williams

For the Company

Richard Baines
Roman Lapczynski
Darlene McGuiney

Letter of Intent- #4

Before the Company contracts out work, it will advise the Union, and, if the Union requests a meeting upon being advised, the Company will meet with the Union and explain the reasons for contracting out work. The Company will consider suggestions received from the Union regarding the contracting out and advise the Union of its intentions in writing following the meeting.

For the Union

Dave Baboolal
Randy Collins
Jeff Cull
Reta Judge
John Markle
Brian McGivern
George Novak – Business Agent
Ron Williams

For the Company

Richard Baines
Roman Lapczynski
Darlene McGuiney