

**COLLECTIVE  
AGREEMENT**

BETWEEN

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYES			



W.A. TELECOMMUNICATIONS

**SUNWORTHY WALL COVERINGS**  
A Division of the Borden Company, Limited

and

**COMMUNICATIONS, ENERGY  
AND PIPE WORKERS UNION  
AND ITS LOCAL 304**

**DATE OF AGREEMENT**

February 22, 1997 to February 21, 2000

195 Walker Drive  
Brampton, Ontario, Canada L6T 3Z9  
Telephone: (905) 791-8788 • Telex: 06-97854  
Fax: (905) 791-8078

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AGREEMENT

BETWEEN:

SUNWORTHY WALLCOVERINGS  
A Division of the Borden Company, Limited  
(hereafter called the "Company")

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION  
AND ITS LOCAL 304  
(hereafter called the "Union")

ARTICLE 1  
PURPOSE

**1:01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees who are members of the Union, and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all parties who are subject to the provisions of this Agreement.

The parties hereto **recognize** their mutual interest in, and responsibility for, the successful operation of the Company, and agree it is the duty of the employer and the employees to promote at all times the progress of the plant by co-operating to the fullest extent in all matters having to do with the successful operation of the Company.

The Company, Union and employees are committed to a joint process of continuous improvement in safety, productivity, quality and training to promote Sunworthy as a competitive business.

- 1:02** Use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 2  
RECOGNITION

- 2:01** The Company **recognizes** the Union as the sole bargaining agent for all employees of the Company, save and except foremen, persons above the rank of foreman, office staff, sales staff, factory clerks, artists, and laboratory technicians.

- 2:02** For summer students, only Article 4 (Union Dues) and Article 21 (Wage Schedules) shall apply.

Students can only be employed during the period of May 15 to September 15. The Company will provide the Union with a list of all students hired during this period. The Company and the Union agree that summer students are hired solely for the purpose of replacing permanent employees while on vacation.

- 2:03** It is agreed that the Company shall have the right to employ temporary personnel through an outside agency or any other source to perform a temporary assignment within a department provided such assignment:

- a) does not exceed a cumulative total of **320 non-overtime hours (forty (40) regular working days)** worked per temporary assignment, and

b) does not result in the displacement or failure to recall any bargaining unit member.

The length of the temporary assignment may be extended by mutual agreement between the Company and the Union. It is further agreed that this provision does not in any way restrict the right of the Company to sub-contract work in accordance with the Collective Agreement.

Such temporary personnel shall be used to complement existing permanent employees.

Where possible, the Company will advise the recording secretary one week in advance of employing temporary personnel.

### ARTICLE 3 UNION MEMBERSHIP

**3:01** As a condition of continued employment every employee on the Company's payroll for four hundred and eighty (480) worked hours shall make application to become a member of the Union.

Should an employee fail to become a member of the Union, or should he fail to maintain his membership in the Union, it shall be the duty of the Union, through its authorized officials, to give written notice of this failure to the Company and to the employee, and said person shall then be removed from the Company's payroll.

**3:02** All new employees shall serve a probationary period of four hundred and eighty (480) worked hours before becoming a member of the Union but shall pay Union dues in accordance with Article 4.

ARTICLE 4  
UNION DUES DEDUCTION

- 4:01** All employees within the Bargaining Unit shall, as a condition of continued employment, sign an **Authorization Form**, supplied by the Union, **authorizing** the Company to deduct the amount of dues which the Union levies upon its members.
- 4:02** The Company agrees to deduct a uniform amount of Union dues set by the Local Union from the wages of each employee on the first payday of each month.
- Notification of a change in the amount of such deduction shall be presented to the Company in writing by the Union, as far in advance as is practical, but with a minimum time period of two (2) weeks.
- 4:03** The Company agrees to remit such deductions to the Financial Secretary of Local 304 after the first payday of the month, but no later than the last day of the month following the month of the check off.
- 4:04** If an employee is absent from work due to illness at the time of deduction, that month's dues would automatically be deducted the following month, in addition to the current month's dues, provided he has worked a minimum number of hours in each month as prescribed by the Union.
- 4:05** A list consisting of each employee's name shall accompany this cheque, with the provision that the list supplied shall contain each employee's hourly rate of pay.

**4:06** The Company shall also deduct the initiation fees as presented to the Company in writing by the Union, from new members on the second payday following their acceptance to membership in the Union.

**4:07** It is understood and agreed that the Union will save and hold harmless from the Company any and all claims which may be made against it by any employee or employees for amounts deducted from wages as herein provided.

ARTICLE 5  
STRIKES AND LOCKOUTS

**5:01** The Company and the Union agree that no strikes, lockouts, walkouts, or picketing will occur during the life of this Agreement.

ARTICLE 6  
MANAGEMENT RIGHTS

**6:01** The Union understands and agrees to **recognize** that the function of managing and operating the plant shall rest solely with the Company, including but not limited to the hiring and directing of the work force, the determination of the number and qualifications of employees required to fill the various job classifications, the right to promote, demote, transfer, suspend and discharge employees for just cause, the methods, process and means of manufacturing, the making, publication and enforcement of rules. All other rights which have not been specifically restricted by this Agreement shall continue to be vested in management provided they do not violate the provisions of this Agreement.

ARTICLE 7  
UNION REPRESENTATION

**7:01** The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union, who are employees of the Company, a negotiating committee. The Company will recognize said committee for the purpose of negotiating the renewal of the Agreement, provided that not more than eight (8) such members shall attend such meetings with management representatives.

**7:02** The Company acknowledges the right of the Union to appoint or otherwise select Executive and Grievance Committees. The Grievance Committee shall consist of the President, Vice-President, Recording Secretary and a Steward, for the purpose of attending grievance meetings with management at Step 3 of the grievance procedure and other Management/Union Executive meetings.

The Union may have a National Union Representative present at negotiations, Step 3 of the grievance procedure, arbitrations and at any other designated Company/Union meetings provided the Company is given advance notice.

**7:03** The Union agrees to supply the Company with the names of all members of the Executive Committee, Grievance Committee and Stewards, and their respective areas of responsibility, and will keep the lists up to date at all times. The Company agrees to recognize one (1) Steward per shift in the following areas as listed below and additional Stewards on regular afternoon and night shifts provided that there are twelve



(12) or more employees working in that particular area.

1. All-Roller Printing
2. Gravure Printing
3. **Prepaste** and Quality Control
4. Finishing
5. Sample Book
6. Maintenance
7. Material Handling and Warehousing

The Company also agrees that it may be necessary to amalgamate departments for the purpose of Steward representation and such Steward shall be an employee from the departments so joined and shall represent all the employees in these departments.

- 7:04** Stewards will be allowed reasonable time off without loss of pay from their regular work to process grievances within their respective areas. Committee members will be allowed time off without loss of pay to attend Union/Management meetings held during their regular scheduled shift. Before leaving work duties, Stewards and Committee members will request the permission of the immediate Supervisor, which shall not be unreasonably withheld, and shall request such time off as far in advance as possible.

Payment will be made at their regular straight time hourly rate for scheduled regular straight time hours. An employee will not be eligible to serve as Steward until he has completed his 12 months membership in the Local Union,

- 7:05** In addition to having a Union Steward present at discipline and grievance meetings, an employee may request a Union Steward at meetings held

to discuss their employment status (eg. bumping, layoff and individual work performance). Union representation is not necessary at department meetings, communication briefings and group improvement discussions.

ARTICLE 8  
GRIEVANCE PROCEDURE

**8:01** A grievance is defined as a difference between the parties relating to the interpretation, application, or administration of this Agreement. Grievance settlements shall not add to, detract from, or alter this Agreement.

**8:02** Step 1

The employee, with his Steward, shall meet with his supervisor within five (5) working days of the alleged grievance. If at this meeting the grievance is not resolved to the satisfaction of the employee, the grievance will be written on a grievance form supplied by the Union.

The form shall be signed by the employee immediately concerned. The supervisor shall be given the grievance form, and will furnish a written answer within three (3) working days of receipt of the form. Working days shall exclude Saturday, Sunday and holidays.

**8:03** Step 2

If the written reply received in Step 1 is unsatisfactory, the grievance will be referred to the Director of Personnel or his designate within five (5) working days of the receipt of the written answer. A meeting will be convened within five (5) working days following the receipt of such referral. The Chief Steward and

Department Steward will meet with the Director of Personnel or his designate who shall give a written reply to the Union within five (5) working days of such meeting.

**8:04** Step 3

If the 2nd Step reply does not resolve the grievance, a meeting will be scheduled between the Vice-President - Operations, Plant Manager and Director of Personnel, or their designates, and the Union Grievance Committee within five (5) working days.

The Company will answer the grievance, in writing, within ten (10) working days of such meeting.

**8:05** Any time limits prescribed by this Article may be extended by the consent of the conferring parties.

ARTICLE 9  
UNION POLICY GRIEVANCE  
OR COMPANY GRIEVANCE

**9:01** A Union policy grievance or a Management grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) working days after the alleged grievance has arisen. A meeting between the Company and the Union shall be held within ten (10) working days of the presentation of the written grievance and shall take place within the framework of Article 8:04.

The Company or the Union, as the case may be, shall give its written decision within five (5) working days of such meeting. If the decision is

unsatisfactory to the grieving party, the grievance must be submitted to arbitration within the ten (10) working days of the delivery of such written decision, and the Arbitration section of this Agreement shall be followed.

**9:02** It is understood that a policy grievance of the Union will not arise in situations that are properly individual grievances.

**9:03** Time limits prescribed by this Article may be extended by mutual agreement of the parties.

#### **ARTICLE 10** **DISCHARGE CASES**

**10:01** A claim by an employee that he has been discharged without just cause shall be treated as a grievance and shall be lodged in writing with 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 Section 8:04 - Step 3 - of Article 8.

#### **ARTICLE 11** **ARBITRATION**

**11:01** Failing agreement in the grievance procedure, the matter will be referred to Arbitration on the following basis:

Either party must notify the other party in writing within ten (10) working days of the decision rendered in the 3rd Step of the grievance procedure. Such written notice shall contain the names of potential Single Arbitrators. Within ten (10) days of receipt of such notice the second

party shall respond, and attempts will be made to jointly select an impartial Arbitrator.

**11:02** In the event that the two parties are unable to agree on the selection of an Arbitrator within ten (10) days from the date of such disagreement, the Ontario Ministry of Labour shall appoint an Arbitrator.

**11:03** In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Company's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation, or in such a manner as may, in the opinion of the Arbitrator, be justified.

**11:04** The expenses of the Arbitrator shall be paid equally by the Company and the Union.

**11:05** The Arbitrator shall not be authorized to alter or amend this Agreement nor make any decision inconsistent with the provisions of this Agreement.

**11:06** The Decision of the Arbitrator shall be final and binding on both parties.

**11:07** Time limits prescribed by this Article may be extended by mutual agreement of the parties.

## ARTICLE 12 WORK BY EXCLUDED PERSONS

**12:01** Supervisory personnel will not perform work normally allocated to the bargaining unit members except under the following circumstances:

1. In emergencies, when bargaining unit employees assigned to this work are not available; and apply particularly to the repair of production machines.
2. In the instruction of employees, and on experimental work, testing, sampling, and process of new product.

The application of #1 and #2 above, will not result in the displacement of bargaining unit employees nor will it limit or restrict employees from an opportunity to work overtime.

### ARTICLE 13 SENIORITY

Seniority for the purpose of this Article 13 only, shall mean continuous service with the Company, including layoffs.

Department seniority is defined as the length of time an employee works in a particular department via his most recent job posting.

Job seniority is defined as the length of time an employee is on a job via his most recent posting. In the case of 13:11 and Appendix "B" lines of progression, it is defined as the length of time the employee spends on any of the particular job positions in a recognized line of progression.

**13:01** An employee will be considered a probationary employee until he has been in the employ of the Company for a period of four hundred and eighty (480) worked hours from the employee's most recent date of hire. During such period there will be no seniority for probationary

employees, and their employment may be terminated at any time by the Company.

**13:02** After an employee has been employed four hundred and eighty (480) worked hours from the employee's most recent date of hire, he will cease to be a probationary employee and his name will be placed on the plant seniority lists and he shall receive seniority from the most recent date of hire.

**13:03** The Company will prepare departmental as well as plant wide seniority lists as often as practical, but in any case, not less than at the end of each calendar half- year. The Company to provide job seniority lists once per contract year.

**13:04** Cancellation of Seniority

An employee shall lose his seniority and employment status, and his name shall be removed from all Seniority lists for any of the following reasons:

1. The employee voluntarily quits his job.
2. The employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
3. The employee fails to return to work following a layoff or fails to make satisfactory arrangements within five (5) working days after personal or written notification, by registered mail, telegraph, or messenger sent by the Company with written notice to his last known address.

4. The employee is absent for three (3) consecutive working days without notifying his Supervisor or his designate and providing a reasonable explanation for his absence. The employee will make every effort to notify his Supervisor (or his designate) as soon as possible for any absence. If unable to make contact with the Supervisor (or his designate) then the Personnel Department should be contacted. The Company will provide a telephone recording device for after business hours calls.
5. The employee has been on layoff due to lack of work and is not recalled by the Company within the following schedule:

Employee's Service LESS THAN 1 YEAR	Recall Rights EQUAL TO SENIORITY
1 YEAR BUT LESS THAN 5	12 MONTHS
5 YEARS OR MORE	24 MONTHS

6. If the employee overstays a leave of absence without providing a reasonable explanation for his absence.

The employee will make every effort to notify his Supervisor (or his designate) as soon as possible for any absence. If unable to make contact with the Supervisor (or his designate) then the Personnel Department should be contacted.



**13:05 Transfer** of Employees Out of the  
Bargaining Unit

An employee who is voluntarily promoted to a position excluded from the bargaining unit shall continue to accumulate seniority within the bargaining unit during the period of such promotion(s), after which time he shall lose all seniority in the bargaining unit.

An employee who is returned to the bargaining unit under Section 13:05 shall pay all Union dues and/or assessments as a result of the employees transfer.

If an employee returns to the bargaining unit, either by the Company's or his own choice, he shall return to the highest position below the lead hand classification which his seniority and skill allows, provided such move does not interfere with employees whose job classification was unaffected by virtue of his move up (i.e. those positions not affected by the promotion will not be affected by the demotion).

The application of Article 13:05 shall be accumulative for each promoted individual and shall not exceed six (6) months in any five (5) year period.

**13:06** A temporary suspension of work within departments for a period of five (5) days or less, arising from situations such as Acts of God, breakdowns, or other emergencies beyond the Company's control shall not be considered a layoff for the purpose of this Agreement. Department seniority provisions shall apply

during the period, provided that those remaining have the skill and ability required to perform the job.

- 13:07** a) A vacancy, where an incumbent is **recognized** by both the Company and the Union in that particular job, will not be posted but may be filled temporarily by the Company.
- b)** Where a permanent vacancy does exist for the purpose of upgrading, downgrading, transfer to another classification, or a new job classification, a notice with particulars of such position, shall be posted on the departmental bulletin board where the vacancy exists within five (5) working days.
- c)** In the event the Company does not intend to post the vacancy it will inform the Union as to the reason it will not be posted within the five (5) working days as stated in (b).
- d)** A vacancy shall be posted there for a period of two (2) working days. After two (2) working days, if a suitable candidate has not been selected, the notice will be posted on a plant wide basis for a period of two (2) working days.

An unsuccessful applicant will upon written request be given the reason for not being selected for the vacancy. Such response shall be in writing with a copy to the Union.

The selection of the candidate(s) will be based on seniority, skill and ability.

- e) **Lead Hands**  
For promotion to Lead Hand, primary consideration will be given to leadership ability, ability to organize work and seniority. Lead Hands will be demoted as any other position in a line of progression.

**13:08** a) The most junior job in any department need not be posted departmentally, only plant wide, as above but any employee making application within the department where the vacancy is being posted, will be considered first in the selection of the candidates.

- b) **Maintenance Helper** will be posted on a plant-wide basis and the job will be awarded based on plant seniority, skill and ability.

**13:09** Permanent Promotions and Transfers

a) Assignment of Rate for job postings and promotions will be as follows:

1. When an employee job posts upward or laterally, or is promoted by line of progression, he shall receive the scheduled rate that is equal to his current rate and if one does not exist, he shall receive the scheduled rate immediately higher to his current rate.
2. When an employee job posts to a lesser classification, he shall receive the job rate for that classification.
3. When an employee has been demoted by a cutback returns to a classification that he

previously held, he shall receive the highest rate he achieved in that classification.

In all cases, once his new rate has been established, his next increase would be per schedule.

- b)** If it is found necessary to transfer an employee to another job classification due to short time because of lack of work, the employee will be notified in writing and no cut-back in hourly rate shall take place for a period of eight (8) weeks in any one (1) calendar year provided that the employee's most recent ninety (90) days worked were on the higher job classification immediately prior to the transfer.

In the situation where ninety (90) days have not been worked in a classification and the employee is transferred due to lack of work, the employee shall receive the highest rate achieved in the classification where ninety (90) days have been worked.

If an employee was posted to his former job classification, he shall have the right for a period of one (1) year from the date of transfer to return to this position when an opening for such a position arises.

- c)** An employee assigned to modified duties will maintain his/her current hourly rate for a period of twenty (20) consecutive weeks from date of commencement of modified duties. At the end of this period the employee will receive the job rate of the classification in which he/she is performing.

- d)** Employees who job post and then are unable to perform the work due to health reasons will be treated in the following manner:
- 1.** An employee will have ten (10) working days after being placed in the posted job to claim inability to perform the job due to health reasons.
  - 2.** The employee must provide the Company with a Doctor's Certificate specifically outlining the condition(s) and restriction(s).
  - 3.** If both parties agree the medical condition warrants removal from the job the employee will be returned to his former department without loss of department seniority or job seniority.
- e)** A successful job posting applicant will be entitled to a trial period of up to twenty (20) worked days. If the employee proves to be unsatisfactory at any time during the trial period, the employee will be returned to his former job classification and rate of pay. However, such employee may elect to return to his former classification at the Company's earliest possible convenience, provided such election is submitted in writing within twenty (20) worked days. Where an employee has been awarded a job posting, such employee will not be eligible for another job posting for a period of three (3) months from the date the employee commenced working in the job so awarded, unless this provision is waived by management.

An employee promoted in a line of progression who is unable to perform the job for health reasons (as outlined above) will return to his former position without loss of department or job seniority. This is not to be construed as overriding Appendix "B" in the Collective Agreement.

**13:10** Promotion where there is a recognized line of progression will be based on job seniority, skill and ability.

**13:11** In the event of a reduction in the work force of a department, including transfer, the employee with the least departmental seniority will be released from the department, provided that the senior employees are able to perform the remaining work. An employee so displaced will be given an opportunity to accept the layoff or to bump the surplus junior employee in the highest paid classification. Such opportunity must be declared immediately and is irrevocable, unless waived by management. In exercising this bumping right, the retained employee must be able to perform the job of the displaced employee. An employee who has successfully held the job within the prior seven (7) years and has the same or greater service in the job of the employee being displaced will be entitled to a familiarization period of up to five (5) working days.

Employees will be recalled in order of seniority provided such employees are able to perform the work required. Probationary employees who are rehired by the Company within a three (3) month period of their layoff, will be provided with the accumulated hours they held prior to layoff.

An Employee, having displaced another employee in a different department, shall continue to hold seniority in his original department for a period of one (1) year. If during that period a vacancy occurs in his original department, he may exercise his seniority to become **re-instated** in his original department. If however, no vacancy occurs, he will be considered to be permanently transferred to his new department.

If the employee, who has displaced another employee remains permanently transferred for one (1) year or more, he shall be considered posted to his current job and his department and job seniority shall be dated back to his first day of working on his current job.

An employee may give up his job posting if he has transferred to another department in accordance with this section (13:11) and thereby waive their rights to be recalled to their former posted position.

If the employee who has relinquished his job posting and is performing a job where there is a **recognized** incumbent, that employee shall be displaced by the incumbent upon his return to the work force. If the employee is working on a job position where there is no incumbent, then the job shall be posted in accordance with the Collective Agreement, Section 13:07.

If the Company is considering filling a vacancy from the outside while employees are on layoff, preference will be given to current employees based on seniority, skill and ability instead of hiring.

### **13:12 Temporary Transfer**

- 1.** An employee temporarily transferred to a higher paid classification shall be paid the job rate of the classification.
- 2.** An employee temporarily transferred to a lower paid classification shall be paid his current rate.
- 3.** An employee who is allowed to transfer for his own convenience shall be paid the rate of the job to which he has been assigned.
- 4.** A temporary assignment is one that does not exceed thirty (30) working days. If the assignment appears to be of a permanent nature and continues beyond thirty (30) working days, it will be posted.
- 5.** Temporary assignments shall be filled by the junior employees when they are able to perform the job assignment immediately.

This clause is not interpreted to conflict with Section 13:07 (Job Posting) with respect to a recognized incumbent being away for more than thirty (30) working days.

Such temporary appointment or transfers shall not count as experience in the consideration of that selection when choosing an applicant for a job vacancy.

In cases of temporary transfer to a classification the employee has held within two (2) years, he shall receive the highest rate he achieved in that



classification if it is greater than the rate he would receive under Article 13:12 (1) or (2).

**13:13** In the event of a layoff due to lack of work, one (1) week's notice will be given, where practical.

**ARTICLE 14**  
**BULLETIN BOARDS**

**14:01** Company to provide two (2) glassed and locked bulletin boards; one at employee entrance and one in cafeteria. The Union shall have the use of the bulletin boards for the posting of Union announcements and notices.

Before being posted all notices must be signed by the Recording Secretary (or his designate) of the Union and submitted to the Director of Personnel for his approval, which shall not be unreasonably withheld.

All content of such notices will be in keeping with the spirit and intent of this Collective Agreement.

**ARTICLE 15**  
**NEW JOB CLASSIFICATIONS**

**15:01** Whenever the Company creates a new job classification which is not covered by the collective agreement a joint committee comprising of two (2) Union and two (2) Company representatives will evaluate the new job through the agreed job evaluation method. In the event of disagreement, a joint review by two Senior Managers and two Union Representatives not previously involved will take place. If no agreement is reached, the classification proposed by the Company will

operate until next contract negotiation where it shall be raised for final agreement. Disagreement will not delay implementation of the new job.

**15:02 Rate Retention**

If the Company eliminates a job classification and this results in an employee being transferred or posted to a lower rated classification he shall receive the higher rate of pay for a period of six (6) months. For a further six (6) months he shall be paid a rate at one-half the difference between the higher rated job and the lower rated job. At the end of this six (6) month period, he shall receive the rate of the job which he is performing.

**ARTICLE 16**  
**NO DISCRIMINATION**

**16:01** The Company and the Union agree that there will be no discrimination, intimidation, or coercion practised because of race, ethnic origin, ancestry, place of origin, colour, creed, age (18 to 65), sex, citizenship, family status, marital status, handicap, sexual orientation, record of offenses, or legal activities as a Union representative.

**ARTICLE 17**  
**WORKING CONDITIONS**  
**AND HOURS OF WORK**

The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or week, or of days of work per week.

**17:01 Hours of Work Regular Day Workers**

The regular hours of work for employees on a regular day shift shall be forty (40) hours per

week, Monday to Friday inclusive, with the starting and quitting times as follows:

7:00 a.m. to 3:30 p.m. with a 30-minute lunch break.

A regular day worker who performs overtime work normally performed by a shift worker shall work the hours as outlined in article 17:02.

**17:02 Shift Workers**

Shift workers will mean those employees who are on a regular rotating two or three shift basis. The hours of work per week for all shift employees covered by this Agreement shall be forty (40) hours as follows:

1st Shift – 7:00 a.m. to 3:00 p.m.  
Monday to Friday inclusive (5 shifts)

2nd Shift – 3:00 p.m. to 11:00 p.m.  
Monday to Friday inclusive (5 shifts)

3rd Shift – 11:00 p.m. to 7:00 a.m.  
Sunday 11:00 p.m. to 7:00 a.m.  
Friday inclusive (5 shifts)

The above hours of work may be changed by mutual agreement between the Company and the Union.

Note: See Letter of Intent re: Second Shift

If a machine is running at the five (5) minute wash-up period at the end of the shift, the employees assigned will continue running until relieved by their replacements or ten (10) minutes past the start of the next shift, whichever

comes first, unless mutually agreed upon between the Company and the employee involved. Pay will be at straight time for a period not to exceed fifteen (15) minutes.

**17:03 Lunch Breaks - Shift Workers**  
Shift workers will be entitled to a thirty (30) minute paid lunch break.

**17:04 Rest Periods**  
A paid relief period of fifteen (15) minutes will be allowed during each half shift.

A five (5) minute wash-up period will be allowed before the end of each shift provided that this wash-up period does not conflict with Article 17:02.

**17:05 Scheduling-Lunch Breaks and Rest Periods**  
Lunch breaks and rest periods for all employees will be scheduled to facilitate continuous operations. Lunch breaks will be taken according to the following schedule:

1st shift     10:30 a.m. to 12:30 p.m.

2nd shift     6:30 p.m. to 8:30 p.m.

3rd shift     2:30 a.m. to 4:30 am

**17:06 Change of Shift**  
When a change of shift is required, one (1) week's notice of such change will be given to the employees so affected except in the case of a transfer to avoid a layoff or in situations such as Acts of God or major breakdowns beyond the Company's control.

The foregoing week's notice shall not apply in the event that the change results from the employees's convenience.

**17:07** Shift Premium

3.25% of base rate on the second shift and 3.75% of base rate on the third shift shall be paid to all employees on shift work while working that particular shift.

**17:08** Overtime

1. It is acknowledged by the Company and the Union that overtime is frequently necessary and desirable for the proper conduct of the business. The Union and employees will cooperate with the Company in fulfilling necessary overtime manhours to meet production schedules.

The Company will **recognize** legitimate reasons which may excuse employees on any particular occasion from working overtime.

2. For purposes of calculating overtime pay, the overtime premium will be based on the employee's current straight time hourly rate.

3. Overtime shall be computed for any time worked outside the scheduled hours of work shown in Article 17 regular day workers and shift workers, and will be paid at the rate of:

a) Time and one-half for the first three (3) hours and double time thereafter.

b) Saturday morning shall be at the rate of time and one-half for the first three (3) hours and double time thereafter.

c) Work performed on Sunday shall be at the rate of double time for all hours worked.

**4. Overtime Distribution**

Opportunities for overtime will be distributed as equitable as practical among all employees in each classification in a department with permanent employees in that classification given first opportunity.

Employees inadvertently overlooked in the distribution of overtime will be given an opportunity to make up the overtime at a future date. When less than the required number of employees are available in a department, the Company will then distribute the remaining jobs to any employee in the Bargaining Unit, qualified to perform the job, who has not been asked. The Company and Union will develop a system for recording overtime. Overtime records will be posted departmentally.

5. Offered and refused overtime will be counted as time worked for the purpose of overtime distribution.
6. The Company will endeavour at all times to give as much notice as practical when requesting employees to work overtime.
7. Employees working overtime will be granted relief and lunch periods as provided for in Article 17:03 and 17:04.
8. When an employee works overtime in another department on a "plant wide overtime basis" his overtime premium will be based on the top

rate of Grade 10. This provision applies only to "Bull Gang overtime".

**17:09** Reporting for Work

1. An employee reporting for work on his scheduled shift, unless otherwise given four (4) hours notice not to report, shall receive not less than four (4) hours pay at his base hourly rate, provided that the employee shall perform a minimum of four (4) hours work, if required. Moreover, an employee reporting for a scheduled overtime shift, shall be paid a minimum of four (4) hours at the applicable overtime rates, provided the employee works a minimum of four (4) hours, if required.
2. The foregoing shall not apply whenever a stoppage of work is due to Acts of God or major breakdowns beyond the Company's control.
3. Any employee who is unable to complete his scheduled shift because of a compensable injury sustained on the job will be paid for the remainder of that shift and will supply the Company with a Doctor's certificate verifying his inability to return.

**17:10** Call-in Time

An employee who has already left the plant after the completion of his regular day or shift, and is called for work, shall receive a minimum of four (4) hours pay at straight time, or premium time for the hours worked, whichever is greater.

## **17:11 Leave of Absence**

- 1.** The Company may grant a leave of absence without pay to employees for legitimate reasons, up to a maximum of six (6) months.

An employee's seniority accumulates during an approved leave of absence when written permission is given for the leave of absence by the Director of Personnel or his designate. A copy of same will be filed with the Union.

- 2.** Maternity and parental leave shall be granted without pay to any female employee who has completed her probationary period with the Company. Such leave may last up to forty (40) consecutive weeks without loss of seniority provided a Medical Doctor's Certificate is submitted to the Company prior to the commencement of the leave of absence stating the approximate delivery date.
- 3.** The Company will grant leave of absence without pay for Union business provided:
  - a)** Written request is submitted at least one week in advance.
  - b)** Such leave does not interfere with the Company's operations.
  - c)** The leave does not involve more than four (4) employees at any one time (no more than two (2) from any one department).
  - d)** Such leaves shall not exceed twenty (20) working days per person per calendar year.



Leaves of absence as stated in the previous paragraph shall not be deemed to be consecutive weeks except in the case of conventions called by the National Union.

The Company will make every effort to grant leave of absence without pay for up to fourteen (14) employees for a period of five (5) working days for the purpose of drafting demands six (6) months prior to the expiration of the Collective Agreement.

Such consideration will only be given with three (3) weeks written notice of actual dates requested.

The employees on leave due to Union business shall not lose seniority or service credits.

The above limitations may be extended by mutual agreement between the Company and the Union.

4. An employee shall be granted one (1) day paternity leave with pay upon the birth of his child.
5. When an abnormal number of short term absences are identified as chronic illness related by the employer, upon prior written notice from the Supervisor, the employee will be required to produce a Doctor's Certificate on the next occasion.

(This shall in no way restrict the Company's right to require a Doctor's Certificate at other times).

If, after a meeting with the Local Executive Committee, the Company decides that a leave of absence would aid the employee in solving his absenteeism problems, such leave will be granted in accordance with Article 17:11. Such leave shall not restrict the employee from receiving their full entitlement under the Weekly Indemnity Plan or Long Term Disability Plan.

**17:12 Bereavement Leave**

1. In the event of death in the employee's immediate family, leave of absence will be granted as follows:

Three (3) days with pay at the day rate for the standard hours of work for the day or days applicable.

By immediate family is meant: sister, brother, mother-in-law, father-in-law, grandparents, grandchildren.

In the event of death of an employee's spouse, parents or children (including those acquired through legal adoption), leave of absence of five (5) days with pay at the day rate for the standard hours of work for the day or days applicable. Spouse shall include common-law spouse and shall be defined as registered with the employer and only one spouse at a time.

If documentation is not submitted within thirty (30) days the paid leave will be deducted from the employee but the employee will be reimbursed such

deduction upon presentation of the necessary documentation.

When an employee is on vacation and a death occurs to a family member, as defined by Article 17:12(1), the employee shall be allowed the applicable bereavement leave. The bereavement leave will extend his vacation leave. He is required to notify the Company immediately.

**17:13** Jury Duty, Crown Witness and Subpoenaed Witness

If a permanent employee is called for Jury Duty, Crown Witness or as a Subpoenaed Witness the Company agrees to make up the difference between Jury payment, Crown Witness payment or Subpoenaed Witness payment and normal earnings. The employee will furnish proof of Jury service, Crown Witness service or Subpoenaed Witness service and payment received.

Normal earnings will be considered as the employee's regular basic hourly rate of a maximum of eight (8) hours per day and five (5) days a week. For employees working a 10 hour 2nd shift see Letter of Intent - 2nd Shift.

**17:14** Work Clothing

The Company will provide for and pay the rental of two (2) pair of work pants and two (2) work shirts each week for mechanics in the Finishing department and for Maintenance department employees, excluding general help.

The Company will provide for and pay the rental of one (1) pair of work pants and two (2)

work shirts each week for all other employees. Clothing provided must be worn by employees.

A joint work group comprised of three (3) representatives of each party will be established to review and select suitable work clothing for each department.

**17:15** Meal Allowance

If an employee is required to work overtime in excess of two (2) hours, without being notified the previous day, then the employee will receive, a meal allowance of \$9.00.

**17:16** Tool Allowance

The Company will provide to skilled tradesmen (designated by the Company) in the employ of the Company as of the effective date of this agreement, a tool allowance of up to \$390.00 for the duration of this Collective Agreement on proof of purchase.

New skilled tradesmen will be entitled to an annual tool allowance of \$130.00 per calendar year.

**ARTICLE 18**

**ANNUAL VACATION AND PAID HOLIDAYS**

**18:01** Paid Holidays

1. Subject to conditions set forth below, the Company will pay all employees for thirteen (13) plant holidays during the years, February 22, 1997 to February 21, 2000 of this Agreement as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Good Friday	Fri. Mar. 28	Fri. Apr. 10	Fri. Apr. 2
Victoria Day	Mon. May 19	Mon. May 18	Mon. May 24
Canada Day	See Below	See Below	See Below
Canada Day Sub.	Mon. June 30	Mon. June 29	Fri. July 2
Civic Holiday	See Below	Mon. Aug. 3	Mon. Aug. 2
Civic Holiday Sub.	Wed. Dec. 24		
Labour Day	Mon. Sept. 1	Mon. Sept. 7	Mon. Sept. 6
Thanksgiving	Mon. Oct. 13	Mon. Oct. 12	Mon. Oct. 11
Christmas Day	Thurs. Dec. 25	Fri. Dec. 25	Mon. Dec. 27
Boxing Day	Fri. Dec. 26	Mon. Dec. 28	Tues. Dec. 28
Floater #1	Mon. Dec. 29	Thurs. Dec. 24	Fri. Dec. 24
Floater #2	Tue. Dec. 30	Tues. Dec. 29	Wed. Dec. 29
Floater #3	Wed. Dec. 31	Wed. Dec. 30	Thurs. Dec. 30
Floater #4	Fri. Jan. 2/98	Thurs. Dec. 31	Fri. Dec. 31
New Years	Thurs. Jan. 1/98	Fri. Jan. 1/99	Mon. Jan. 3/2000

Warehouse employees will be required to work on some or all of the floating holiday dates designated above. They will be entitled to days off in lieu to be scheduled at another time mutually convenient to the Company and the employee. These opportunities will be assigned consistent with the overtime guidelines. The Company will endeavour to provide thirty (30) days advance notice to employees required to work.

If any holiday falls within the normal plant shutdown, it will be celebrated on the Monday immediately following shutdown.

2. a) In order to qualify for payment for any of the holidays designated in this Article 18:01, the employee must have completed his probationary period and must work his last full scheduled shift prior to the holiday and his first full scheduled shift following the holiday. Reasonable explanation for lates will waive this requirement.
- b) An employee who receives Worker's Compensation or Weekly Indemnity benefits for one or more of the above mentioned paid holidays is not entitled to any other payment for that holiday(s) except that in the case of Weekly Indemnity the Company will pay the employee (after he returns to work) the difference between his Weekly Indemnity benefit for the paid holiday and a daily rate calculated by dividing the employee's weekly rate by seven (7).

3. Wages for all paid holidays covered by the above shall consist of eight (8) hours at the employee's most current straight time rate. This shall be done without requiring the employee to work on any of these days.
4. An employee who works on any of the above holidays shall receive his holiday pay plus the applicable overtime rates for all hours worked.
5. If any of the paid holidays, fall in a week when an employee is on a paid vacation, such employee shall receive the number of holidays with pay at the beginning or the end of their vacation.
6. If any of the holidays listed in 18:01 (1) fall on Saturday, the preceding Friday shall be considered as the holiday for the purpose of this Agreement.  
  
If any of the holidays listed in 18:01 (1) fall on Sunday, the following Monday will be considered as the holiday for the purpose of this Agreement.
7. For employees working a ten (10) hour second shift see Letter of Intent re: Second Shift.
8. Shift Workers-During holiday periods, normal shift rotation will continue.

**18:02 Annual Vacations**

1. All employees will be eligible for annual vacation with pay in accordance with the following schedule:

Length of Active Service	Vacation Entitlement	Vacation Pay
From 2-12 mos. service	1/2 day per month	4%
After 1 yr. of service	2 weeks	4% or 80 hours whichever is greater
After 4 yrs. of service	3 weeks	6% or 120 hours whichever is greater
After 10 yrs. of service	4 weeks	8% or 160 hours whichever is greater
20 yrs. of service and over	5 weeks	10% or 200 hours whichever is greater

2. Vacation pay as stated above is based on a percentage of total earnings including base rate, shift premium, vacation pay and overtime payments to the employee, or forty (40) hours pay at the employee's current hourly rate (except in the case of temporary transfers) for each week of vacation entitlement, whichever is greater, provided that he has worked sometime during the vacation payment year (that is, for the fifty-two (52) consecutive weekly pay periods ending prior to July 1st, in the vacation year). The above guarantee does not apply to time spent on layoffs over two (2) months or leaves of absence.

Service Anniversary dates will be used to calculate vacation entitlement.



- 3.** Length of Active Service shall be defined as time accumulated on the Company payroll up to December 31st, in the vacation year, less the total time spent on leaves of absence, (except on Union business) and layoff.
- 4.** Employee's earned vacation must be taken and completed prior to December 31st in the vacation year.
- 5.** The Company reserves the right to schedule vacations so as not to interfere with normal plant operations, however, due consideration shall be given to requests by employees for particular vacation periods. Employees will submit their vacation request or requests to their supervisor by March 15th of the vacation year. The vacation schedule showing the confirmed vacation requests will be posted by March 21st of the vacation year.

Employees who have submitted a request prior to March 15th may revise their unconfirmed request or requests and resubmit such by March 31st of the vacation year. Only one revision per vacation request will be permitted and confirmed requests cannot be changed prior to March 31st. Where more than the allowed number of employees want the same week, the most senior in Department Seniority shall be given preference.

After March 31st requests will be granted where possible on a first-come first-serve basis.

- 6.** An employee upon termination from the Company shall receive the applicable

percentage of earnings for vacation entitlement for the vacation year in which the employee terminates.

7. Vacation pay will be paid at the time vacation is taken unless employee requests payment in the plant shutdown period.
8. An annual vacation plant shutdown (excluding Maintenance and Warehouse) will occur each year for a consecutive period of two (2) or more weeks commencing with the week containing July 1st to August 15th. Such shutdown period will be announced not later than the preceding February 19th.

An additional annual vacation plant shutdown (excluding Maintenance and Warehouse) of one week may be scheduled by the Company for the week preceding Labour Day. The additional shutdown will be announced no later than the preceding February 19th.

The two (2) week annual vacation shutdown for 1997, 1998, 1999 will be scheduled for the two weeks prior to the Civic holiday.

The Company will endeavour to inform the Union of the number of Maintenance and Warehouse employees who will be allowed vacation during the vacation plant shutdowns by April 15th of the vacation year.

ARTICLE 19  
HEALTH AND WELFARE BENEFITS  
AND SUB PLAN

**19:01** The Company's Health and Welfare Benefit Programmes including the Supplemental Unemployment Insurance Benefit Plan ( the "SUB Plan") as outlined below and in accordance with the Employee's Booklet describing the Programmes, shall be provided to all employees covered by this Collective Agreement. Negotiated benefit levels and rates of employee contributions, if any, shall be maintained throughout the term of this' Agreement. The administration of the Programmes, including the selection of the method by which benefits are to be provided, shall be vested in the Company or such other individual or entity as designated by the Company.

Eligibility

With exception to the Pension Plan which commences after two (2) years of service, all employees will be eligible to participate on completing the required probationary period as set forth in Article 13:01 of the Collective Agreement and signing an enrolment card. Where the term "all employees" is used in this Article, it shall be deemed to mean "all eligible employees."

The Benefit Plans are:

1. a) The Employees Group Weekly Accident and Sickness Plan and Sub Plan

The weekly benefit shall be Sixty-Six and Two Thirds Percent (66-2/3%) of basic

earnings per week with no maximum on a 1-1-5-26 basis (1st day hospital, 1st day accident and 5th day illness for 26 weeks) less the number of weeks for which the employee is eligible for disability benefits under the Employment Insurance Act.

The first day of hospitalization includes qualifying day surgery. Qualifying day surgery is defined as those procedures which require an incision, or laser procedures, which would otherwise be performed as a qualifying surgical procedure. Outpatient testing procedures, including scopes, which do not require an incision are not covered.

During week 2 the weekly benefit shall be Sixty-Six and Two Thirds Percent (66-2/3%) of basic earnings (no maximum).

During weeks 3 - 17 the Employee will accrue a Sub Plan Benefit equivalent to the difference between 66-2/3% of basic earnings (no maximum) and the E.I. payment, payable on return to work.

During weeks 18 - 26 the weekly benefit shall be Sixty-Six and Two Thirds Percent (66-2/3%) of basic earnings (no maximum).

Weekly Indemnity benefits will not be payable for any period the employee is on vacation, outside the province unless medically necessary, enrolled as a regular student, offered an alternate job for which the employee is not restricted from performing, or when the Weekly Indemnity claim form has not been received by the

Company within 21 days from date of the absence due to the current disability.

- b) Basic Group Life Insurance Plan** for active employees shall be \$25,000 life insurance for all employees with the premium paid by the Company.

The Retiree Life Insurance Benefit for retirees shall be the lesser of \$4,000.00 or 10% of final earnings, as defined in the Plan, commencing the first year of retirement and continuing thereafter.

- c) Optional Life Insurance Plan** employees may purchase additional life insurance up to 150% of annual earnings at a rate of \$0.25 cents per \$1,000 dollars of coverage.

The Accidental Death and Dismemberment plan will provide employees with a \$25,000 benefit. Premiums will be paid by the Company.

- d) Long Term Disability Insurance**  
The Plan will provide a non-taxable monthly benefit equal to 60% of the employee's basic monthly earnings commencing at the expiration of Weekly Indemnity benefits. Effective April 1, 1994 employee rate of contribution is 1% of basic monthly earnings in excess of \$8,000.00 per year.

- e) The Medical Expense Benefit Plan** will pay 90% of covered eligible expenses, as defined, including prescribed drugs and medicines, subject to \$25.00 deductible per

calendar year, for each covered person to a maximum of \$50.00 per calendar year for each eligible family. The Hospital expense portion of this Plan will pay \$60.00 per day for charges in excess of the Standard ward rate to a maximum of 120 days.

The Company will provide additional medical benefit coverage as follows:

1. Vision Care — \$150.00 maximum per person \$300.00 maximum per family every two (2) consecutive calendar years.
2. Paramedical services including physiotherapy and chiropractic to \$15.00 per treatment to a maximum of \$400.00 per family per year.

The lifetime maximum will be \$125,000.00.

Medical Expense Plan premiums will be paid by the Company.

**f) Dental Plan**

Benefits under the Dental Plan are subject to a \$25.00 deductible per calendar year, for each covered person to a maximum of \$50.00 per calendar year for each eligible family. The Plan will be based on the Ontario Dental Association Fee Guide for the previous year.

The Plan will provide benefits and premiums will be paid by the Company for the following services:

Category	Insured Proportion
Diagnostic, Preventative Services and Minor Restorative (extractions, fillings - amalgam synthetic, silver and composite, gold)	90%
Surgical, <b>Endodontic</b> and Periodontal Services	60%
Prosthetic, Extensive Restorative Services, Orthodontic Services	50%

MAXIMUM CALENDAR YEAR BENEFIT (excluding Orthodontics) to \$1,500.00 per covered person

MAXIMUM LIFETIME BENEFIT FOR ORTHODONTICS \$1000.00 for each Dependent child or Employee under age 19.

**g) Ontario Health Insurance Plan (OHIP)**

The Company will pay the full cost of **OHIP** premiums for all employees and their eligible dependents.

**19:02** Payment of Premiums

- a) When an employee, who has completed the probationary period, is off sick for a period

in excess of thirty (30) days, the Company will maintain coverage for OHIP, Life Insurance, Pension, Dental, Medicare Supplement and Long Term Disability. This provision does not apply to employees on Leave of Absence.

- b) Coverage for all benefit plans will cease as of the date of an employee's layoff.

**19:03 Pension Plan**

Effective January 1, 1997, the Company will update career earnings under the plan to 1994 basic earnings. The benefit will be the greater of:

- a) accrued pension under the present plan as of December 31, 1996 or
- b) credited service up to December 31, 1996 multiplied by 1.4% of 1994 basic earnings up to the YMPE for 1994 plus 2% of any excess.

Basic earnings are defined as the employee's basic hourly wage rate as of January 1, 1994 multiplied by 2,080 hours.

For service after December 31, 1996; in each year you will accrue an amount equal to the sum of:

1.4% of your basic earnings for the year below the YMPE for that year

and

2% of your basic earnings for the year above the YMPE for that year.



Basic earnings are defined as the employee's basic hourly wage rate as of January 1st of each year multiplied by 2,080 hours.

The rate of interest credited on employee contributions will be as established by provincial law.

The establishment of a pension advisory committee in order to:

- a) Monitor the administration of the pension plan.
- b) Make recommendations to the administrator respecting the administration of the pension plan; and
- c) Promote awareness and understanding of the pension plan on the part of members of the pension plan and persons receiving pension benefits under the pension plan.

The committee will be comprised of two members selected by the Union and two members appointed by the Company.

**19:04** Plans Administration

The Company is responsible for the administration of all Plans, excluding OHIP, and any dispute regarding eligibility for benefits will be the subject of a Union/Management meeting, and if unresolved, the terms of the Programme Document will prevail.

**19:05** Employees who are eligible for and covered by the aforementioned Plans will make

contributions as required in the Plans. In the event an employee does not wish to participate in any of these Plans, he/she shall sign a waiver form as furnished by the Company.

**ARTICLE 20**  
**HEALTH AND SAFETY**

**20:01** It is the intent of both parties to this Collective Agreement to fully co-operate in promoting Health and Safety in the workplace and in complying with all applicable government legislation and regulations and the Company's Health and Safety rules.

The Company will recognize up to three (3) Certified Members selected by the Union in accordance with the O.H.S.A.

**20:02** A joint labour-management Health and Safety Committee, consisting of management and Union Stewards shall be maintained for the purpose of:

- a) Making constructive recommendations to the Company and the employees for the improvement of Safety and Health conditions and attitudes.
- b) Maintaining and monitoring Company and employee compliance of all safety rules, regulations, programmes and procedures.
- c) Conducting an inspection of the physical condition of the workplace by one (1) member each of the joint committee on a monthly basis during regular shift hours.

**20:03** Safety shoes are mandatory and must be worn by all bargaining unit employees. The Company will contribute \$90.00 each contract year towards the purchase of safety shoes. The Company will contribute \$130.00 each contract year for employees in the Gravure and All Roller Departments.

**20:04** The Company will pay the difference between regular prescription lenses and safety lenses once per contract year.

## **ARTICLE 21 WAGE SCHEDULES**

**21:01** The attached schedule of Standard Rates, Appendices A(1), A(2), A(3), A(4), A(5), A(6), A(7) and A(8) which form part of this Agreement, indicate the approved and accepted job classifications and rates of pay.

### **Entry Rates**

For the duration of this agreement all rates for grades 12 and 11 b for employees hired after February 21, 1997 will remain frozen.

The frozen grades 12 and 11 b will apply only to new entrants hired after February 21, 1997. Such a new **employee moving up and** then down to 11B or 12 will receive the frozen rate. Employees employed before February 21, 1997 will receive the current 11 b or 12 rates increased as agreed.

**21:02** All **Lead Hand** classifications will be paid at a rate 50 cents an hour above the highest rate they lead in Appendix "A". Lead Hand classifications are:

de-

L.H. Maintenance	L.H. Warehouse
L.H. Q.C.	L.H. Material Hdlg
L.H. Finishing	L.H. Gravure
L.H. Sample Book	L.H. All Roller
L.H. Paste	

**21:03** The probationary rates shown in Appendix "A" are only for new employees during their probationary period as described in Article 3:02.

**ARTICLE 22**

Appendices B-E form part of this Agreement.

**ARTICLE 23**

**DURATION OF AGREEMENT**

1. This Agreement shall take effect ~~February 22, 1997 and remain in effect until February 21, 2000~~ and, unless either party gives to the other party written notice of termination by registered mail or of a desire to amend the Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
2. Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this Agreement.
3. If notice of amendment or of termination is given by either party, the other agrees to meet for the purpose of negotiation within ten (10) days after the giving of such notice is requested to do so.

4. The Company agrees to provide a copy of the Agreement to each employee, a reasonable number of copies to the Local, and 25 copies to the National Union for their use.

**ARTICLE 24**  
**CONTINUOUS SEVEN DAY OPERATION**

**Continuous Seven Day Operation**

The Company and the Union agree that a continuous seven day operation may be required and that the Company will provide thirty (30) days notice of the initial implementation of a continuous seven day operating shift schedule for a department or for selected equipment/operations within a department.

Senior employees affected in the department will have the first option of accepting or refusing to work a continuous seven day operation.

All current employees transferring on to continuous seven day operation during 1997 shall be entitled to a 6 month trial period provided their seniority allows them to transfer back to the five day operation.

**1. Notice of Days of Operation Changes**

The Company will provide thirty (30) days notice of its decision to change the days of operation (i.e. 5 day operation to 7 day operation or 7 day operation to 5 day operation).

**2. Hours of Work**

The hours of work will be established on the basis of a continuous operation, that is, each work week consists

of seven (7) working days and there will be two (2) shifts per day of twelve(12) hours each.

The work week will commence Monday 11:00 a.m. with the hours of work as follows:

Shift #1 11.00 a.m. to 11.00 p.m.  
 Shift #2 11.00 p.m. to 11.00 a.m.

The Union has the right to change these hours of work and to notify the Company of the new hours of work at the end of a trial period of six (6) months.

**3. Crew Schedule-**Crews will rotate in accordance with the following shift pattern:

Shift	Mon.	Tues.	Wed.	Thurs	Fri.	Sat.	Sun.
Day	A	A	B	B	A	A	A
Night	C	C	D	D	c	c	c
Day	B	B	A	A	B	B	B
Night	D	D	C	C	D	D	D
Day	C	C	D	D	c	c	c
Night	A	A	B	B	A	A	A
Day	D	D	C	C	D	D	D
Night	B	B	A	A	B	B	B

An employee will be scheduled to work either two(2) or five (5) shifts per calendar week and will be entitled to five (5) or two (2) days off respectively per calendar week. Such scheduling shall be carried out over a period of two (2) consecutive weeks (a fourteen (14) calendar day cycle).

**4. Lunch Break**

Employees will be entitled to one thirty minute paid lunch break in each shift.

**5. Rest Periods**

Employees will be entitled to three (3) paid relief periods of fifteen (15) minutes each in each shift.

**6. Scheduling-Lunch Breaks and Rest Periods**

Lunch breaks will be taken according to the following schedule:

Day Shift 2:30 p.m. to 4:30 p.m.  
Night Shift 2:30 a.m. to 4:30 a.m.

One rest period to be taken prior to lunch break and two after lunch break.

**7. Continuous Seven Day Operation Premium**

For employees working a twelve (12) hour continuous seven day operating shift schedule, a premium of 11.5% will be consolidated into the base rates as outlined in Appendix A(5-8).

**8. Change of Shift**

The Company will make any necessary revisions to operating shift schedules and reschedule employees at the end of a basic work period (14 calendar day cycle) unless a volunteer is prepared to move earlier.

An employee who switches shift for his own convenience shall be paid in accordance with the schedule he actually worked.

**9. Shift Premium**

Employees will be paid a shift premium of 3.25% for all hours worked between 3:00 p.m. to 11:00 p.m. and 3.75% for 11:00 p.m. to 7:00 a.m.

**10. Overtime**

Saturdays and Sundays are considered as regular working days under the continuous seven day operation schedule and as such are payable at regular rates of pay plus the continuous seven day operation premium.

All overtime hours shall be paid as per 17:08 of the collective agreement.

**11. Overtime Distribution**

A separate overtime distribution list will be maintained for seven (7) day continuous operation.

An employee who is rescheduled from a seven (7) day to a five (5) day operating shift schedule or vice versa for greater than one (1) week will be assigned his own overtime hours or the classification average for that schedule, whichever is greater.

**12. Planned Overtime**

When the overtime opportunity is scheduled in advance, preference will be given to employees in the classification who are not scheduled for that day provided the opportunity will not result in the employee being required to work two(2) consecutive shifts.



### **13. Unplanned Overtime**

When overtime is needed and has not been scheduled previously, the Company may provide the overtime opportunity to employees in the classification who are working on the five (5) day shift schedule provided the employee works no more than twelve (12) consecutive hours.

### **14. Bereavement**

In the event of death in the employee's immediate family, a leave of absence will be granted for up to three (3) consecutive working days and the employee will be paid for the next two scheduled working days at the day rate for the standard hours of work.

By immediate family is meant: sister, brother, **mother**-in-law, father-in-law, grandparents, grandchildren.

In the event of death of an employee's spouse, parents or children (including those acquired through legal adoption), a leave of absence of four (4) scheduled working days will be granted with pay at the day rate for the standard hours of work.

### **15. Jury Duty, Crown Witness and Subpoenaed Witness**

Employees will be paid at the regular job rate for scheduled hours missed. A night shift worker will be paid for the shift before and the shift after the day of jury duty.

### **16. Vacations**

Vacation pay is based on the percentages of total earnings outlined in Article 18:02(1).

Employees will be entitled to vacation leave with pay based upon the schedule in 18:02 (1), with a week being defined as 42 hours commencing Friday 11:00 p.m.

2 weeks entitlement	84 hours
3 weeks entitlement	126 hours
4 weeks entitlement	168 hours
5 weeks entitlement	210 hours

Annual vacation shutdown will commence 11:00 pm Friday and run fourteen (14) calendar days, recommencing 11:00 p.m. Friday.

Forty-two (42) hours vacation will be deducted for a complete week of vacation taken. (84 hours for 2 weeks).

#### **17. Weekly Vacation**

A week's vacation will be defined as beginning Friday 11:00 p.m. and ending seven (7) calendar days later on the following Friday at 11:00 p.m. Vacation pay percentages will remain at specified percentages.

#### **18. Paid Holidays**

The annual vacation shutdowns and statutory holidays will be observed by departments working continuous seven day operation.

- a) Operations will shut down for twenty-four (24) hours at 11:00 p.m. preceding the named day and reopen at 11:00 p.m. on the named day.

Employees will be paid double time for working a paid holiday. If the holiday occurs on a Tuesday, Wednesday or Thursday, it may be

observed by the employer on the Monday or Friday of the week in which the holiday occurs with the mutual agreement of the Union.,

- b) Employees will be paid twelve (12) hours at their hourly base rate outlined in Appendix "A (5-8)" for Paid Holidays such as Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day and Thanksgiving when they are scheduled as single days.

Employees will be paid one fifth (1/5th) of forty-two (42) hours at their hourly base rate as outlined in Appendix "A (5-8)" for a Paid Holiday that is scheduled in conjunction with any Annual Vacation Shutdown(s) or a year end shutdown.

#### **19. Pay Period**

The Company will pay an employee forty-two (42) hours pay for each week he works all regularly scheduled hours. An adjustment will be made, should the employee not work the scheduled hours, in the payment for the week following the non-working.

#### **20. Implementation Committee**

The Company and the Union agree to establish a joint consultative process in order to resolve amicably any issues of concern and to give effect to the intention of both parties to successfully implement continuous seven day operation.

The committee will comprise two members selected by the Union and two members selected by the Company. They will meet as required by either party to review, discuss and resolve employee concerns and business needs pertaining to continuous seven

day operation. Items such as shift pattern, overtime distribution, employee scheduling, health and safety, absenteeism, quality/productivity or other issues that have been impacted by continuous seven day operation will be brought to this committee.

**21. Discipline**

In the issuance of a suspension the parties agree that one (1) day equals eight (8) hours.

Dated at **Brampton** as of this **4th** day of March, 1997.

For the Company:

**P. Batchelor**  
**C. E. Conlon**  
**D. Gray**  
**M. Hill**  
**D. Styles**  
**B. Swarbrick**

For the Union:

**K. Bartlett**  
**K. Burke**  
**J. Christie**  
**R. Laing**  
**J. O'Mara**

For the National:

**R. Smart**

Grade	Job Title
0	Printer "A" Pressman "A" Electronic Technician Machinist Mechanic Electrician Nil
2	Printer "B" Pressman "B" Building Maintenance Nil
4	Nil
5	Nil
6	Set-Up Finishing <b>Pre-Set-Up</b> Printer <b>Pre-Set-Up</b> Pressman Finishing Operator "A" <b>Paster/Coater</b> Operator Pre-Set Labelling Q.C. Inspector
8	Colour Formulator Machine Operator "A" Maintenance Helper Paste Operator Finishing Operator "B"
9	Roller/Cylinder <b>Storeman</b> Warehouseman "A" (Room Lot) Warehouseman "A" (Case Lot)
10	<b>Shipping/Rec./Storeskeeper</b> <b>Reeler/Coater</b> Pressman's <b>Helper</b> Emboss <b>Operator</b> Machine Operator "B" Warehouseman "B"
11	Lift Truck Operator Machine Operator "C" Reeler
11(b)	Carton Sealer/Assembler
12	Serviceman (All-Roller) Serviceman (Gravure) Serviceman (Paste) Serviceman (Finishing) Janitor Machine Operator "D"/ <b>Prod. Worker</b> Hand Roller & Splicer Rolling & Labelling Op. Labelling Operator

THREE SHIFT OPERATION

Appendix A(1)		Job Classification and Rates		Effective February 22, 1997		
Grade	Job Title	Probationary	Job	3 Mos	6 Mos	
0	Printer 'A' Pressman 'A' Electronic Technician, Machinist Mechanic, Electrician		21.62	21.80	22.08	
1	Nil		20.55	20.78	20.99	
2	Printer "B" Pressman "B"		19.58	20.09	20.55	
3	Building Maintenance	19.05	19.28	19.75	20.17	
4	Nil	18.45	18.69	19.23	19.72	
5	Nil	17.86	18.09	18.56	19.10	
6	Finishing Operator 'A' Pre-Set-Up Printer, Pre-Set-Up Pressman	17.47	17.65	18.09	18.56	
7	Paster/Coater Operator Pre-Set Labelling, Q.C. Inspector	16.92	17.15	17.65	18.09	

62	8	Colour Formulator	16.37	16.66	17.15	17.65
		Machine Operator “A”, Maintenance Helper				
		Paste Operator, Finishing Operator “B”				
	9	Roller/Cylinder Storeman	15.94	16.15	16.66	17.15
		Warehouse “A” (Room Lot)				
		Warehouse ‘A’ (Case Lot)				
	10	Shipping/Rec/Storeskeeper	15.68	15.94	16.37	16.92
		Reeler/Coater, Press Helper				
		Emboss Operator, Machine Operator “B”				
	11	Warehouse “B”	15.68	15.94	16.37	16.66
		Lift Truck Operator				
		Machine Operator “C”				
	Reeler					
11(b)	Carton Sealer/Assembler	15.59	15.87	16.13	16.33	
12	Serviceman (All Roller)	15.38	15.68	15.94	16.15	
	Serviceman (Gravure)					
	Serviceman (Paste), Serviceman (Finishing)					
	Janitor, Mach. Op. “D”/Prod. Worker					
	Hand Roller & Splicer					
	Rolling & Labelling Op., Labelling Operator					



THREE <b>SHIFT</b> OPERATION					
Appendix <b>A(2)</b>		Job <b>Classification</b> and Rates		Effective February <b>22, 1998</b>	
Grade	Job Title	Probationary	Job	3 <b>Mos</b>	6 <b>Mos</b>
0	Printer 'A'		22.27	22.45	22.74
	Pressman "A"				
	Electronic Technician, Machinist Mechanic, Electrician				
1	Nil		21.17	21.40	21.62
2	Printer "B"		20.17	20.69	21.17
	Pressman "B"				
3	Building Maintenance	19.62	19.86	20.34	20.78
4	Nil	19.00	19.25	19.81	20.31
5	Nil	18.40	18.63	19.12	19.67
6	Finishing Operator "A"	17.99	18.18	18.63	19.12
	<b>Pre-Set-Up Printer, Pre-Set-Up Pressman</b>				
7	<b>Paster/Coater Operator</b>	17.43	17.66	18.18	18.63
	<b>Pre-Set Labelling, Q.C. Inspector</b>				
8	Colour Formulator	16.86	17.16	17.66	18.18
	Machine Operator "A", Maintenance Helper Paste Operator, Finishing Operator "B"				

64	9	Roller/Cylinder <b>Storeman</b> Warehouse "A" (Room Lot) Warehouse "A" (Case Lot)	16.42	16.63	17.16	17.66
	10	<b>Shipping/Rec/Storeskeeper</b> <b>Reeler/Coater</b> , Press Helper	16.15	16.42	16.86	17.43
	11	Emboss Operator, Machine Operator "B" Warehouse "B" Lift Truck Operator	16.15	16.42	16.86	17.16
	11(b)	Machine Operator "C", Reeler Carton Sealer/Assembler	16.06	16.35	16.61	16.82
	12	Serviceman (All Roller) Serviceman (Gravure) Serviceman (Paste) Serviceman (Finishing) Janitor, Mach. Op. "D"/Prod. Worker Hand Roller & Splicer Rolling & Labelling Op. Labelling Operator	15.84	16.15	16.42	16.63

THREE <b>SHIFT</b> OPERATION					
<b>Appendix A(3)</b>		Job Classification and Rates		Effective February <b>22, 1999</b>	
Grade	Job Title	Probationary	Job	<b>3 Mos</b>	<b>6 Mos</b>
0	Printer "A" Pressman "A" Electronic Technician, Machinist Mechanic, Electrician Nil		<b>22.94</b>	23.13	23.42
2	Printer "B" Pressman "B"		<b>20.77</b>	21.31	21.80
3	Building Maintenance	<b>20.21</b>	20.45	20.95	21.40
4	Nil	<b>19.57</b>	19.83	20.40	20.92
5	Nil	<b>18.95</b>	19.19	19.69	20.26
6	Finishing Operator "A" Pre-Set-Up Printer, Pre-Set-Up Pressman	<b>18.53</b>	18.72	19.19	19.69
7	Paster/Coater Operator Pre-Set Labelling, Q.C. Inspector	<b>17.95</b>	18.19	18.72	19.19
8	Colour Formulator Machine Operator "A", Maintenance Helper Paste Operator, Finishing Operator "B"	<b>17.37</b>	17.67	18.19	18.72

99	9	Roller/Cylinder Storeman Warehouse "A" (Room Lot) Warehouse "A" (Case Lot)	16.91	17.13	17.67	18.19
	10	Shipping/Rec/Storeskeeper Reeler/Coater, Press Helper	16.63	16.91	17.37	17.95
	11	Emboss Operator, Machine Operator "B" Warehouse "B" Lift Truck Operator	16.63	16.91	17.37	17.67
	11(b)	Machine Operator "C", Reeler				
	12	Carton Sealer/Assembler	16.54	16.84	17.11	17.32
		Serviceman (All Roller)	16.32	16.63	16.91	17.13
		Serviceman (Gravure)				
		Serviceman (Paste)				
		Serviceman (Finishing)				
		Janitor, Mach. Op. "D"/Prod. Worker				
		Hand Roller & Splicer				
		Rolling & Labelling Op. Labelling Operator				

THREE SHIFT OPERATION

Appendix **A(4)** Job Classification and Rates New Hires after February **22, 1997**  
 Effective February **22, 1997** to February **21, 2000**

Grade	Job Title	Probationary	Job	3 Mos	6 Mos
11(b)	Carton Sealer/Assembler	15.28	15.56	15.81	16.01
12	Serviceman (All Roller)	15.08	15.37	15.63	15.83
	Serviceman (Gravure)				
	Serviceman (Paste)				
	Serviceman (Finishing)				
	Janitor				
	Mach. Op. "D"/Prod. Worker				
	Hand Roller & Splicer				
	Rolling & Labelling Op.				
	Labelling Operator				

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CONTINUOUS SEVEN DAY OPERATION

Appendix A(5)		Job Classification and Rates		Effective February 22, 1997		
Grade	Job Title	Probationary	Job	3 Mos	6 Mos	
0	Pressman "A" Electronic Technician Machinist Mechanic Electrician		24.11	24.31	24.62	
2	Pressman "B"		21.83	22.40	22.91	
6	Pre-Set-Up Pressman	19.48	19.68	20.17	20.69	
12	Serviceman (Gravure) Janitor	17.15	17.48	17.77	18.01	

CONTINUOUS SEVEN DAY OPERATION

Appendix A(6)		Job Classification and Rates	Effective February 22, 1998		
Grade	Job Title	Probationary	Job	3 Mos	6 Mos
0	Pressman "A" Electronic Technician Machinist Mechanic Electrician		24.83	25.04	25.36
2	Pressman "B"		22.49	23.07	23.60
6	Pre-Set-Up Pressman	20.06	20.27	20.78	21.32
12	Serviceman (Gravure) Janitor	17.66	18.01	18.31	18.55

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**CONTINUOUS SEVEN DAY OPERATION**

Appendix A(7)		Job Classification and Rates			Effective February 22, 1999		
Grade	Job Title	Probationary	Job	3 Mos	6 Mos		
0	Pressman "A" Electronic Technician Machinist Mechanic	-	25.57	25.79	26.12		
2	Electrician	-	23.16	23.76	24.31		
6	Pressman "B" Pre-Set-Up Pressman	20.67	20.88	21.40	21.95		
12	Service Man (Gravure) Janitor	18.19	18.55	18.86	19.10		



CONTINUOUS SEVEN DAY OPERATION

Appendix **A(8)** Job Classification and Rates Hired after February **22, 1997**  
 Effective February **22, 1997** to February **21, 2000**

Grade	Job Title	Probationary	Job	<b>3 Mos</b>	<b>6 Mos</b>
12	Serviceman (Gravure) Janitor	16.81	17.14	17.43	17.65

## APPENDIX "B"

1. The purpose of this Appendix "B" is to illustrate to employees the existing lines of progression which should be used when considering job postings.
2. A line of progression is defined as a group of related jobs which facilitate an orderly system of promotion and demotion within the confines of a departmental seniority group.
3. The inclusion of this Appendix "B", and in particular the following lines of progression, does not in any way limit management from making changes to the lines of progression when business conditions warrant. When such changes are contemplated, the changes will be the subject of a meeting between Union and Management. **When** such changes are made, the revisions will be posted on the bulletin boards.
4. The current **recognized** lines of progression are as follows:

Lines of Progression:

All-Roller	Gravure	Paste
Printer A	Pressman A	<b>Paster/CoaterOp.</b>
Printer B	Pressman B	<b>Reeler/Coater</b>
<b>Pre-Set-Up</b>	<b>Pre-Set-Up</b>	Reeler
Finishing	Sample Book	
Lead Hand	Lead Hand	
Fin. Op. A	Machine Operator A	
Fin. Op. B	Machine Operator B	
	Machine Operator C	

Warehouse

Warehouseman A	Warehouseman A
(Room Lot)	(Case Lot)
Warehouseman B	Warehouseman B

## 5. Scheduling

- a) Once the week commences, if a promotion or demotion occurs during an employee's current shift-week, the change will take place in accordance with Section 13:11 by utilizing the employees on that shift.
  - b) If it is necessary to cross shifts for a promotion or a demotion in accordance with Section 13:11, it will occur at the employee's next shift rotation in accordance with Section 17:06.
6. Each employee when accepting a job posting in a line of progression should be prepared to progress to the top of that line of progression so that he does not limit the advancement of others or the progress of the Company.

### Training and Freezing

The parties will follow the clear words of the collective agreement. **eg.** - employee would not be allowed to freeze in a job classification immediately below him.

Employees currently frozen are not affected in current job position. In future, any employee requesting to freeze down have the following options:

1. Job post within department.
2. Job post plant wide.

## 7. Training

1. Employees in a line of progression are expected to acquire the skills of the next position through

on the job training. However, it may be necessary to formally train employees because of fundamental changes in job or equipment and/or rapid promotion.

**2.** Training programs will be tailored to suit each situation and will contain the following elements:

(a) basic skill training by supervision, lead hands or designated employees.

(b) an assessment of the results of the training which will result in:

i) the employee assumes the position under supervision for a given period.

He will then be appraised and either declared competent or given further training which may result in him being declared competent or returned to his former position (see 8 (2) involuntary freezing).

ii) needs further training to eliminate documented weaknesses. He will be re-instructed as per 7 (2) (a). He will be appraised and will either assume the position as outlined above or be returned to his former position (see 8 (2) involuntary freezing).

## **8.** Freezing

**1.** Voluntary Freezing - an employee who is in a job in line of progression who refuses to take a promotion in his line of progression (i.e. freezes) then the following will apply.

- (A) His job seniority will be frozen as of that date for the purpose of promotion.
- (B) The Company will notify in writing the affected employee and the Union of the following:
  - 1) If the employee is considered not to be \*restricting the lines of progression as outlined in this Appendix "B", he will be allowed to remain frozen and his job seniority will continue.
  - 2) If the employee is considered to be \*restricting the lines of progression as outlined in this Appendix "B", his job seniority will remain frozen and he will be given six (6) months to correct the situation. If after the six (6) month period there is no change in the situation, the Company will reassign the employee to the first available job within his department. In this case, he will continue to receive his rate of pay for a period of three (3) months, and an intermediate rate for the second three (3) months.
  - 3) At any stage an employee who is "frozen" may request in writing that he be reinstated. This will be granted at the next applicable opening and he may enter a training program as outlined in 7.
  - 4) Any employee, once removed from his frozen job who obtains another job posting will not be eligible for the wage adjustment as outlined in B (2).

5) Any employee who has declined a promotion must be able to perform the duties of the job immediately above him and must be prepared to temporarily perform those duties, while another employee is being trained provided such training commences within ten (10) working days.

\* "Restricting" means an effect of "freezing" whereby sufficient employees are unable to be trained for future advancement.

2. Involuntary Freezing - an employee who has been unsuccessful in a training program and has been returned to his former position by the Company. If at some point he is considered to be restricting (as outlined) clauses 8(b)(2), and 8(b)(4) will apply.

#### APPENDIX "C" TRAINING

The Company and the Union agree that training programs are essential to the growth of the Company. The Company agrees to discuss training programs with the Union prior to implementation. Normally, training is the responsibility of Lead Hands and Supervisors, in accordance with Article 12. However, from time to time it may be necessary to employ the services of other bargaining unit members as trainers. When the Company directs an employee to act as a trainer within an established program for a given time period, and where the Company holds that employee accountable for losses or failure, he shall be entitled to a premium of 2% of his hourly rate for said period. This premium must be authorized by his Supervisor.

#### APPENDIX "D"

The employees listed below who were hired to their respective classification prior to the implementation of lines of progression shall have a seniority date inputted for them in every other classification below them in the line of progression. The employee's date of hire shall be the basis for this assumption.

Keith Jones - Printer A  
John Edwards - Printer A

#### APPENDIX "E" - JOB RANKING

The Company and the Union agree through a joint committee to study the feasibility of implementing a job ranking program during this Agreement. It is the intent to include the substance of Articles 15:01 and 15:02 in any program agreed to as a new and complete Article 15.

#### LETTER OF INTENT HOURS OF **WORK** — **2ND** SHIFT

The Company and the Union mutually agree that the hours of work for the second shift will be 3:00 p.m. to 1:00 a.m. Monday to Thursday inclusive (10 hours of straight time per shift).

In the event of a paid holiday (as per 18:01) falling on a Monday; the Monday shift will not be worked - falling on a Friday; the Thursday shift will not be worked.

Ten (10) hours of straight pay will be paid for paid holidays (as per 18:01). This also applies to Article 17:12 and 17:13.

All other provisions of the contract will apply.

This mutual agreement can be terminated by the request of either party providing thirty (30) calendar days notice.

#### LETTER OF INTENT — DISCIPLINE

As we discussed at negotiations, it is the intent of the Company to implement the following administrative practices in our discipline program:

1. To have a Union Steward present at all formal discipline.
2. To give the Local Union representative (Vice-President and Steward) a copy of the disciplinary document.
3. To clear an employee's record of minor offenses after a period of ten (10) months if there is no repeat of that offence.
4. The disciplinary steps are as follows:
  - a) Written warning
  - b) Suspension without pay
  - c) Dismissal
5. It is understood that the above disciplinary steps may not apply in instances of major infractions.
6. A disciplinary meeting will be held within seven (7) working days of the offence being **recognized** and a decision communicated within five (5) working days of that meeting.
7. Should the Company suspend or discharge an employee, the Company will convene a meeting



with the affected employee and Union representative at the time of the discipline being given and shall provide formal notice of such discipline. If the Company is unable to contact the affected employee by registered mail, telegraph or messenger sent to his last known address, such meeting shall not be required.

However, no employee will be disciplined until a decision has been communicated to the Union and the employee.

#### LETTER OF INTENT — SEVERANCE PAY

In the event that jobs are deleted because of relocation or closure of the Walker Drive plant the employees affected will be entitled to severance pay. In addition, the parties will meet to discuss matters of mutual interest.

Severance pay will not apply to employees who voluntarily terminate their employment either before or after relocation or closure. Such severance pay shall be an amount equal to one (1) weeks pay (40 hours at regular straight time earnings) for each full year of service. This will not apply to employees who are laid off due to normal business conditions.

#### LETTER OF INTENT OVERTIME — GUIDELINES

The following guidelines shall be applied with respect to distributing and recording overtime:

1. Overtime records will be posted weekly in each department showing the accumulated departmental overtime.

- 2.** All overtime worked will be recorded. If an employee fails to report for an assigned overtime opportunity, he shall be charged on his respective overtime roster as if he had worked the opportunity.
- 3.** All overtime refused will be recorded except:  
(a) If an employee who is working overtime is asked to work longer than originally scheduled and refuses; (b) If the employee is on bona fide Union business.
- 4.** When an employee changes classification as a result of a job posting, line of progression or transfer, he shall be assigned his own overtime hours or the classification average, whichever is greater.
- 5.** If an employee is absent from work for greater than two (2) weeks, upon his return to work he shall start his overtime even with the classification average or his accumulated overtime hours prior to his absence, whichever is greater. This does not apply to vacation.
- 6.** Probationary employees will be assigned the classification average at the completion of their probationary period.
- 7.** An employee who is temporarily transferred to another department and is offered overtime in that department will have all overtime hours worked and refused added to his accumulated overtime hours in his home department.
- 8.** An employee working the day shift during the work week will be given the first opportunity to

work any overtime opportunity required on the day shift of the Saturday.

An employee working the midnight shift during the work week will be given the first opportunity to work any overtime opportunity required on the midnight shift of the Saturday.

This provision will not apply where an overtime discrepancy of more than thirty-two (32) hours exists at time of scheduling.

9. An employee who feels he has been incorrectly charged for overtime must notify supervision within one week.
10. When requiring overtime in a particular classification in the line of progression, the following steps will be taken:
  - a) Ask the employees in the classification first.
  - b) If requirement unfilled, go to the classification below.
  - c) If still unfilled, go to all classifications in the line of progression (providing the employee can perform the work) beginning with the employee who has lowest hours.

When requiring overtime in the Warehouse, the following will apply:

- a) Warehouse Room Lot "A" overtime opportunities will be distributed according to job assignments:
  - (i) Shipping and Receiving
  - (ii) Carousel, Wrapper and Distacom.

- b) Warehouse Case Lot "A" overtime opportunities will be distributed within the classification.
- c) Warehouse "B" overtime opportunities will be distributed within the classification.
- d) All Warehouse employees will be eligible for the following overtime opportunities:
  - (i) Sample Book Plans
  - (ii) Shipping Book orders
  - (iii) Labelling racks
  - (iv) Housekeeping
  - (v) Unloading containers
  - (vi) Stock returns

11. Each January 1st, the employee with the lowest number of overtime hours in each classification will be assigned zero hours. The remaining employees in the classification will be assigned the difference between their overtime hours and the lowest overtime hours in their classification.

For example:

Employee	O/T Hours as of December 31/90	O/T Hours as of January 1/91
A	325	0
B	400	75
C	425	100

Employees in each classification will be assigned zero hours January 1st of each contract renewal year.

- 12.** Employees are reminded that commitment to work overtime is treated as a regular scheduled shift with regards to lateness and absenteeism and are required to report unavailability as with any other regular shift.

#### LETTER OF INTENT — PAY ADJUSTMENTS

Payroll adjustments will be processed in the pay period following notification of a need for correction by the employee to his/her supervisor, except in those circumstances where an adjustment of four (4) hours pay or more is required. In such cases the adjustment shall be made in the week the cheque is issued.

#### LETTER OF AGREEMENT CONTINUOUS SEVEN DAY OPERATION

This Letter of Agreement includes general items included in the Memorandums of Settlement.

##### **1.1** Need for Seven Day Continuous Operation

- A) New investment will be required to run on seven days to meet returns demanded by our owners.
- B)** Whilst machinery is operating it must be run as efficiently as possible.

New investment depends on:

- a seven day operation agreement
- commitment to continuous improvement
- sufficient sales demand

Assuming these are achieved, it is the Company's intention to invest a large sum in the Sunworthy plant.

Concerns are whether the workforce is ready to work the new pattern successfully and to work jointly with management to continuously improve performance.

### **1.2 Application**

Seven day continuous operation will be restricted to three existing gravure printing machines and any new gravure machines purchased.

Three Halley heavy duty machines will be refurbished one at a time commencing straight after ratification of this Agreement. To allow this to happen, two Halley heavy duty machines plus one other gravure machine will move to seven day continuous operation 30 days after this agreement is ratified.

This will involve about 60 gravure employees and 12 maintenance employees.

No other department(s) will move to seven day continuous operation.

### **1.3 New Investment**

New investment in gravure will be reviewed once the refurbishment are complete and the Company is satisfied seven day operation and continuous improvement are developing effectively.

**1.4** Company confirms plans as

- 1.** Move 3 Halley's plus support activities and maintenance cover to seven day operation - May 1997. Intention is to retro-fit as soon as practical.
- 2.** Purchase 2 Gravure machines for installation late 1997 to mid 1998.
- 3.** PSA Coating Line (subject to demand) -Fall 1997.
- 4.** 2 integrated Finishing Lines (Hot Emboss/ Elsner/Frastan) - Fall 1997.
- 5.** Possible additional Gravure late 1998 - mid 1999.

All investment is conditional upon acceptance of continuous seven day working.

The continuous seven day working arrangements will not lead to any layoff.