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between

FORT JAMES CANADA INC.
(hereinafter referred to as "THE COMPANY")
Of the First Part

and

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100-M**
(hereinafter referred to as "THE UNION")
Of the Second Part

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SECTION 1 PURPOSE

The general purpose of this Agreement is in the mutual interest of the employer and the employee to provide for the operation of the plant under methods which will further, to the fullest extent possible the safety and welfare of the employees, including hours, wages and other conditions of employment, economy of operations, quality and quantity of output, cleanliness of plant and protection of property.

This Agreement represents the full and complete Agreement between the parties and it is understood and agreed that any subject matter not referred to in this Agreement shall not be open for negotiations during the term of the Agreement except as the parties mutually agree.

SECTION 2 RECOGNITION

The Company agrees to recognize the Union as the sole representative for all employees of the Company located in Brampton, save and except Shift Supervisors, persons above the rank of Shift Supervisor, guards, engineers, office staff, sales staff and temporary or probationary employees.

SECTION 3 UNION SECURITY

It is agreed that all current employees shall, as a condition of continued employment, maintain Union membership seven hundred and twenty (720) hours after the effective date of this Agreement, provided that only permanent bargaining unit employees as defined in this Agreement shall be eligible for Union membership.

All new employees shall join the Union upon clearance-into permanent status. A probationary period of seven hundred and twenty (720) hours will apply throughout all relevant clauses for the term of this Contract.

SECTION 4 VOLUNTARY CHECK-OFF

The company voluntarily agrees to deduct Union dues once each month from the pay cheque of all members who have voluntarily signed check-off cards "and deduct application fee for an employee to become a member." If a member is absent at the time of deduction, that month's dues would automatically be deducted along with (he next month's dues, thereby keeping that member in continuous good standing. The Company will remit the money thus collected to the Treasurer of the Union prior to the fifteenth (15) day of the month in which the deduction is made.

SECTION 5 MANAGEMENT RIGHTS

It is agreed that the Company possesses all the rights, powers, privileges, or authority that it had prior to the signing of this Agreement, except such as are specifically relinquished or modified herein, and such rights, powers, privileges or authority shall not be exercised in a manner inconsistent with the provisions of this Agreement.

SECTION 6 WORK PERFORMED BY NON- BARGAINING UNIT EMPLOYEES

Employees of the Company whose regular jobs and classifications are excluded from the bargaining unit covered by this Agreement shall not perform work on hourly rated jobs, emergencies excepted, where the effect is to displace a regular

bargaining unit employee. It is understood that non-bargaining unit employees, will perform occasional work and that in addition work performed in the following circumstances shall be part of their regular duties.

In line with or in the course of his/her supervisory duties including the training and instruction of employees on new or changed operations; to assure proper standards of work and job performance; to protect the safety of employees and equipment; to overcome production or operational difficulties or troubles; and to avoid temporary interruption of continuous operation or schedules.

SECTION 7 NEW EQUIPMENT AND NEW RATES

It is agreed that when additional equipment or machinery is installed or major modification is made to existing equipment or machinery and in operation, Management and the Shop Committee will meet not later than two (2) months after such ~~an~~ installation and by mutual agreement give new equipment or machinery a rate classification in line with the classifications as set forth in Schedule B of this Agreement. The ~~rate~~ will become effective from the end of the month following ~~the~~ date of mutual agreement.

SECTION 8 LEAVE OF ABSENCE

1. The Company may grant leave of absence to any employee for legitimate personal reasons and any person who is absent with written permission shall not be considered to be laid off and his/her seniority shall continue to accumulate during this absence up to a period of six (6) months.
2. a) An employee who becomes pregnant will be granted a leave of absence in accordance with The Employment Standards Act.

- b) Upon presentation of a medical certificate detailing physical limitations, a pregnant employee shall be assigned to a job compatible to her state of health that the employee can perform without any training.
 - c) An employee absent on maternity leave will be reinstated on her previous job, (not impacted by 2b) or added to the recall list in accordance with the terms of this Agreement as the case may be, upon receipt of a doctor's statement of her ability to perform the work.
3. Leave of absence may be provided after all vacation has been utilized in special cases of hardship or emergency, it being understood that vacation will be first utilized prior to a leave of absence being requested.
4. If an employee is selected to be a Business Agent for the Union, the Company shall grant that employee a leave of absence of up to two (2) years, at which time a decision must be made either join GCIU or to return to their prior position with the Company.

SECTION 9 STRIKE AND LOCKOUTS

The Union and the Company agree no strikes, walkouts, or lockouts shall occur during the life of this Agreement but the Union reserves the right to refuse to execute any struck work received from any other employer whose employees belong to or are affiliated with the parent Union, except that materials and supplies belonging to the Company which are on the premises of the struck employer can be moved at the Company's discretion without interference by the Union.

SECTION 10 GRIEVANCE PROCEDURE

1. A grievance is defined as being a complaint by an employee or group of employees arising from the interpretation, application, administration or alleged violations of this Agreement.
2. Such a complaint shall be processable as a grievance under this procedure only if the action outlined in the first step is taken by the employee or employees within five (5) days after the alleged circumstances originated or occurred or were discovered providing such discovery does not go beyond a thirty (30) day period.
3. Earnest efforts shall be made to adjust said grievance as quickly as possible through the successive steps listed below:

First Stage

- a) The First Stage shall be between the employee and his/her Department Head. The Department Steward may be present at this meeting if the employee so desires. The decision of the Supervisor shall be made within three (3) days and if such decision is not considered satisfactory by the employee then within four (4) working days of its receipt, the employee may forward the grievance to his/her Department Steward for hearing at the Second Stage of the Grievance Procedure.

Second Stage

- b) The grievance of the employee shall be reduced to writing on a standard form supplied by the

Union and signed by the employee Concerned. A copy will be sent to the Department Head. The Site Director, or his/her representative, will discuss the matter with the parties concerned, including the Chapel Chairperson and Department Steward and shall render a written decision within five (5) working days.

Third Stage

- d) If the Department Head's answer does not dispose of the grievance, the Union shall, within five (5) working days of receipt of that answer, notify the Management of the desire to appeal the grievance to the Third Stage of the Grievance Procedure. The Management or his/her representative, shall meet with the Business Agent and the Shop Committee within fifteen (15) working days and shall give the Union written answer to the grievance within five (5) working days of the meeting.

Fourth Stage

- e) If the Management's answer does not dispose of the grievance, then any grievance arising out of the interpretation, application, administration or alleged violation of this Agreement may be referred to Arbitration at the request of either party. If the Union does not give notice of intent to arbitrate within ten (10) working days after written receipt of the last answer of the Company, that last answer of the Company will be final and binding on both parties.

4. **POLICY GRIEVANCE** - The Chapel Chairperson may file a policy grievance at the Third Stage of the Grievance Procedure. A policy grievance is defined as

one which alleges a misinterpretation or violation of a provision of this Collective Agreement and which could not otherwise be resolved at lower stages of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

SECTION 11 ARBITRATION

1. The party desiring to submit a matter to Arbitration, shall deliver to the other party a Notice of Intention to Arbitrate. Notices to the Company shall be addressed to the Management with a copy going to the Site Director and notices to the Union shall be addressed to the offices of Local N1. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The Notice shall also stipulate the nature of relief or remedy sought.
2. It is agreed that disputes which are carried to the Arbitration Stage shall be heard before a single Arbitrator. The Company and the Union will select a sole arbitrator between them to render just decisions in the matter of labour disputes.

If an agreement as to the choice of an arbitrator is not arrived at within 5 working days, the Ministry of Labour will be asked to appoint an arbitrator.
3. Powers of the Arbitrator - The Arbitrator shall not have the power to add to, subtract from, alter or amend this Agreement.
4. Expenses and Award of Arbitrator - The decision of the Arbitrator shall be final and binding on both

parties and his/her fees and expenses shall be shared equally between the parties.

- 5) The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays, and Plant Holidays, and may be extended by mutual consent of the parties concerned.
- 6) In the event of a dispute proceeding to Arbitration during the life of the new Agreement, the original signed copies may be used at the request of either party **as** the official document and the printed copy ignored.

SECTION 12 DISCIPLINE AND DISCHARGE CASES

Where an employee is to be given a written disciplinary warning or suspension, the employee, should he/she so request it, shall be afforded Union representation. Should the employee decline representation the Union will be sent a copy **of** the disciplinary letter within two **(2)** days.

Copies of disciplinary write-ups will be provided to the employee involved in the action and the Chapel Chairperson of the Union. Any record in an employee's file, which relates to corrective discipline, will not be used against the employee, if a period of eighteen months has elapsed since the last disciplinary action was taken.

A claim by an employee that he/she has been discharged without proper cause shall be treated **as** a grievance and shall be lodged in writing with the Union and the Company within five **(5)** working days after the employee ceases to work for the Company. The grievance shall thereupon be processed commencing with the meeting provided for in the Third Stage of the Grievance Procedure. If the employee's claim is found to be justified, he/she shall be reinstated in his/her employment, with

full compensation for the time lost at regular rates and without loss of seniority rights; or, with such less compensation as may appear just and equitable to the conferring parties, or the Arbitrator.

SECTION 13 COMPANY GRIEVANCES

If the Company has a grievance it shall be taken up with the Union and if not settled satisfactorily at the Third Stage of the Grievance Procedure, the grievance shall proceed to Arbitration under Section 11.

SECTION 14 SHOP COMMITTEE

The Company acknowledges the right of the Union to appoint or otherwise elect a Shop Committee of not more than four (4) employees and will recognize and deal with the said Committee with respect to any matters which properly arise from time to time during the life of this Agreement. The Company and the Union agree that members of the Shop Committee must have two (2) year's service with the Company.

It is clearly understood that the members of the Shop Committee shall constitute the Negotiating Committee and the Union agrees to supply the Company with the names of the Shop Committee and any changes thereto promptly.

The Union and the Company acknowledge that members of the Shop Committee have regular duties to perform in their employment and that such persons will not leave their regular duties without first obtaining permission from their Shift Supervisor. This permission shall not be unreasonably withheld by their Shift Supervisor.

Members of the Shop Committee will not lose pay for time spent during the Committee Members' regularly scheduled working

hours while attending grievance meetings with Management representatives. Members of the Shop Committee who are scheduled to work the day shift will not lose pay for time spent during their regularly scheduled working hours while attending negotiation meetings with Management representatives, other than conciliation, mediation, and arbitration.

SECTION 15 SENIORITY

1. All employees with 720 hours or less of worked service shall be designated as probationary employees and shall not attain seniority status unless he/she has served in a union jurisdiction job for seven hundred and twenty (720) hours. Notwithstanding any other clause in this Agreement, a probationary employee *may be disciplined or discharged were it is determined by the company that the employee is not suitable for the job. The parties agree that such standard amounts to a lessor standard than just cause in accordance with the provisions of the Labour Relations Act as amended by Bill 40 and that such action by the Employer is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties. Furthermore, a probationary employee will have no access to the grievance procedure or arbitration with respect to non-disciplinary or non-discharge matters, except that such employee would be governed by wages set out in Appendix A, and could file a grievance if not paid wages in accordance with Appendix A.* A probationary employee will not be eligible to any company benefits until the employee attains permanent status. Any employee laid off prior to completing his/her full seven hundred and twenty

(720) hour probationary period, shall, provided he/she is recalled within two calendar months from date of layoff, accumulate such days worked prior to his/her layoff towards completion of his/her probationary period. Upon completion of the seven hundred and twenty (720) hour period, the employee will be deemed eligible for permanent status and Union membership providing the Company clears him/her for permanent status. Upon the attainment of seniority, the employee's seniority rating will be calculated from the date of employment or re-employment.

No probationary employee will:

- a) have rights under the grievance procedure or arbitration under the contract.
- b) be entitled to any benefits, holidays and sick pay under the contract.
- c) be entitled to job postings if there are permanent employees who can demonstrate they are qualified for the posting and have applied for such posting.
- d) be entitled for lead hand status.

Any employee hired as a summer replacement shall be a temporary employee and not covered by this contract, not eligible for Union membership and not represented by the Union, or retained to perform bargaining unit work while regular employees are on layoff, provided the regular employees have the ability and experience to perform the available work.

2. Subject to the grievance procedure, an employee's seniority shall be broken and his/her employment shall

be deemed to be automatically terminated when he:

- a) Quits
 - b) **Is** discharged for proper cause.
 - c) **Is** laid off and fails to return to work within three (3) calendar days after being notified to do so by the Company by Registered Mail to his/her last known address.
 - d) **Is** absent for three (3) working days without notifying the Company unless he/she gives a legitimate reason for being unable to do so.
 - e) **Is** laid off for lack of work for a period of more than twelve (12) months.
 - f) Fails to report for work following expiration of an authorized leave of absence:
3. All job vacancies occurring in bargaining unit jobs shall be posted on the plant bulletin board for a period of five (5) days. Any employee wishing to be considered for assignment shall complete a Company form provided for this purpose and present it to the Department Head after first notifying his/her Shift Supervisor of his/her intention. Job vacancies will not be posted when the vacancy is filled within the department where the vacancy exists. Selection will be made in accordance with the paragraph 4 of this Section 15.
- a) The successful applicant on a job posting will **not** be allowed to bid on another job posting for a period of **(6)** months.
 - b) An employee who participates in a Company sponsored training program will remain in that program until his/her successful completion of that program and will not be allowed to bid on another job posting during the training period.

Promotions, transfers, demotions, layoffs and recalls from layoff, shall be made on the basis of seniority as between all individual employees where, in the judgement of Management, the qualifications of such employees, including ability and experience, are equal. The Shop Committee shall be informed by Management of any changes in the status of Union members and shall be given the opportunity to present its view on the changes. In any case, however, conclusions regarding the relative abilities of employees shall be subject to the provisions of the Grievance Procedure of this Agreement.

- 4.1. The employee selected and the union will be notified within 4 weeks as to when management will be probably ready to make the appointment which in any event will not be more than 6 months after date of notification. Where an employee cannot be released from his/her assignment due to manpower or production requirements, he/she will be eligible to receive the lowest rate in the new job progression until such time as he/she can be released from his/her current assignment.
- 4.2. In the event of a layoff which lasts more than a week management will be guided by the following criteria:
 - an employee who has previously held a job for available work and has been able to demonstrate capability of being able to do the job in all respects shall be given precedence over an employee who has not had such experience or demonstrated such capability.
 - If the available work is that of a packer or sorter layoff shall be based on seniority provided an employee is available and capable of attendance and can satisfactorily perform the assigned work.

5. The Company will communicate with employees at the address left with the Employee Relations Department. When the Company is unable to contact the employee, the Company will send a registered letter to the employee's last known address. This shall be deemed sufficient notification. In the event of failure of any communication to reach an employee because of the fact that the employee has changed his/her address and failed to advise the Company, the responsibility will be on the employee's and the Company will consider that the employee is no longer interested and his/her name shall be removed from the seniority list.
6. Application of seniority shall be plant wide.
7. A plant seniority list shall be prepared by the Company and a copy given to the Chapel Chairperson semi-annually.
8. The Company will notify the Union of any scheduled layoff, two (2) full shifts of the employee affected, prior to the layoff becoming effective.
9. Employees covered by this Agreement who are transferred to positions beyond the scope of this Agreement, and later return to positions within the scope of this Agreement, shall retain the seniority previously acquired as of the date of transfer out of the bargaining unit, provided the return to the bargaining unit takes place within twenty-four (24) months of the date of transfer.
10. During their terms of office, members of the Shop Committee shall be considered as having leading seniority in their respective departments for the sole purpose of considering length of continued service in connection with layoffs, in accordance with paragraph 15 of this Section 15.

SECTION 16
SUPPLEMENTARY AGREEMENTS
TO BE REDUCED TO WRITING

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

SECTION 17
UNION MEETINGS AND BULLETIN BOARD

No Union meeting or activities of any kind shall be held during working hours, unless authorized by the Company. The Union shall have the use of the bulletin board for the posting of Union announcements and notices.

SECTION 18
NO DISCRIMINATION

The Company recognizes and will not interfere with the right of its employees to become members of the Union and agrees that there shall be no discrimination, interference, restraint, or coercion by the Company, or any of its agents against any employee because of membership or activity in the Union, or against any employee who may represent other employees in the discharge of his/her duties as a member of the Union Committee.

The Union agrees that there will be no discrimination, or intimidation, interference, restraint or coercion exercised upon employees of the Company by any of its members or representatives.

Company will supply Union with names of new members as and when probation is complete.

SECTION 19 WORK RULES

Company rules for the employees are hereby mutually adopted and it shall be the duty of both parties to see that the same are enforced. Such rules shall be posted in each department and are appended hereto - Schedule E.

SECTION 20 WAGES

1. Wage rates shall be paid in accordance with Schedule B attached hereto. Progress through progression is predicated on satisfactory productivity\performance and attendance at each step.
If an employee's progression is to be withheld, local Management will meet with the employee to discuss the reason(s) for withholding the progression.
2. **An** employee promoted to another grade will transfer over to the step in that grade nearest to the rate he/she was receiving but which will provide an increase. Such employee will remain in that step for a six **(6)** month period.
3. **An** employee having been promoted to a higher grade and subsequently returning to a lower grade will return at the step in the lower grade to which he/she has progressed, with recognition for time spent in the higher grade.
4. Employees, who are temporarily assigned responsibilities paying a lower rate, shall be paid their regular rate for a duration of such temporary assignment up to ten (10) working days whereafter they will be paid at the lower rate.

SCHEDULE A WORKING CONDITIONS AND HOURS OF WORK

The basic straight time work schedule shall be a five (5) day, forty (40) hour work week, Monday through Friday. When operating a three (3) shift department, the Monday work day shall begin at the start of the third shift on Sunday night.

It may be necessary because of production requirements to deviate from the scheduled hours of work. In such instances the Union will be notified.

Employees engaged in a scheduled operation where one employee succeeds another in conducting the operation, **are** considered **shift** workers. **All** other employees are non-shift workers.

Hours of Work

1. Day Workers and One Shift Departments:

Five (5) days of eight (8) hours, 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive.

Lunch Period: 30 minutes unpaid

2. Two Shift Departments:

a) First Shift - Five (5) days of eight (8) hours, 7:00 a.m. to 3:00 p.m., Monday to Friday, inclusive.

b) Second Shift - Five (5) days of eight (8) hours, 3:00-3:30 p.m. to 11:00-11:30 p.m.,

Monday to Friday, inclusive.

Lunch Period: 20 minutes paid

3. Three Shift Departments:

a) First Shift - Five (5) days of eight (8) hours, 7:00 a.m. to 3:00 p.m., Monday to Friday, inclusive.

- b) Second Shift - Five (5) days of eight (8) hours, 3:00 p.m. to 11:00 p.m., Monday to Friday, inclusive.
- c) Third Shift - Five (5) days of eight (8) hours, 11:00 p.m. to 7:00 a.m., Sunday to Thursday, inclusive.

Lunch Period: 20 minutes paid

An employee who is scheduled to start his/her shift at anytime outside of the periods identified in sections 1, 2 or 3 of this Schedule **A** shall be paid, for all hours worked during his/her shift, any shift premiums applicable to that shift which coincides with the majority of his/her straight time hours worked. When an employee's hours are equally divided between two shifts the higher shift premium will apply.

4. Miscellaneous:

When operations dictate that a day work function is performed on the second and/or third shift in the Maintenance Department, Material Handling Department or Sorting, the employee working that second and/or third shift, will work an eight (8) hour shift with a 20 minute paid lunch.

5. Should the foam plant move to a five (5) day work week from the present seven (7) day work week and the paper plant continue on its present five (5) day work week, then both foam and paper plants will start on three (3) shift operations on a five (5) day work week at 7:00 a.m. Mondays.

First Shift: Five days of eight hours
7.00 a.m. to 3.00 p.m.
Monday to Friday inclusive

Second Shift: Five days of eight hours
3.00 p.m. to 11.00 p.m.
Monday to Friday inclusive

Third Shift: Five day of eight hours
11.00 p.m. to 7.00 a.m.
Monday to Friday inclusive

In the event that foam reverts to a seven (7) day schedule and paper remains on a five (5) day schedule, paper will return to the present schedule start at 11.00 p.m. Sunday, while foam will revert to its seven (7) day schedule as at present.

Shift Premium

All hours worked by an employee during a work day shall be considered as being worked on the shift on which he/she starts to work, except that work performed on two (2) shifts shall be paid the shift differential of the shift on which the majority of time is worked. If equal hours are worked between two (2) shifts the higher shift rate will apply. When two (2) complete shifts are worked, the rate applicable to each shift will be paid.

- 8 Hour/5 Day/3 Shift
.50 Afternoons (3pm-11pm)
.60 Midnights (11pm-7am)
- 12 Hour/7 Day/2 Shift
.60¢ see above

Overtime Provisions

It is understood that the Company may require employees to perform work in excess of their regularly scheduled hours with

the understanding that an individual employee may be excused from working overtime for reasons that would not be sufficient to excuse him/her from working during regular hours.

1. All work performed in excess of eight (8) hours per day Monday through Friday shall be paid for at time and one half of the straight time rate for the first three (3) hours and double time thereafter.
2. An employee scheduled for Saturday morning work shall work the first four and one half (4 1/2) hours at time and one half the straight time rate and double time thereafter.

An employee scheduled for shift work on Saturday will be paid time and one half for the first four (4) hours of his/her shift and double time thereafter.
3. Double the straight time rate shall be paid for all work performed from 11:00 p.m. Saturday to 11:00 p.m. Sunday. When operating a three (3) shift department, double the straight time rate shall be paid for all work performed on the Sunday work day.
4. Double time **plus** Holiday pay when earned shall be paid for the hours worked on the Plant Holidays recognized in this Agreement.
5. The rate of pay for Holiday pay purposes will be the rate of the job on which the employee works on the day preceding or the day following the Holiday, whichever is the higher.
6. When it becomes necessary to go into overtime, the Company shall use the most economical means available and wherever possible the overtime hours shall be distributed equitably according to class.

When an employee **is** requested to work, a record shall be kept of the job in order to share overtime

among the employees. Overtime refused will be credited for equalization purposes.



Reporting Time

When an employee reports to work pursuant to schedule and is sent home because no work is available, and he/she has not been notified prior to his/her starting time not to come in, he/she shall receive at least four (4) hours' pay or four (4) hours' work at the rate of his/her regular job, provided:

1. That it is agreed that no reporting time payments will be due where work is not available because of fires, floods, disasters, power failure or any other causes over which Management has no control.

Call Time

1. An employee called in to work after having completed his/her regular shift or day schedule shall be paid call time in addition to pay for actual time worked at the applicable straight time or overtime rate, but not less than a combined total of four (4) hours straight time pay for any one call.
2. An employee called in to perform work prior to the start of his/her scheduled shift or day work will not be eligible for call time penalty pay if he/she continues to work into his/her next scheduled shift or day work, provided:

That it is agreed that an employee's work schedule may be changed at any time by Management upon notification to the employee before leaving the Plant following his/her last preceding work schedule and such change shall not then be subject to call time.

Funeral Leave

1. Employees with one (1) year's service with the Company who are required to be absent from work

because of death in their immediate family will be reimbursed for necessary lost time at their straight time rate when arranging for and attending the funeral provided however, that reimbursement will be limited to that period of time beginning with the day of death and ending with the day of the funeral, and not to exceed three (3) scheduled work days, eight (8) hours per day. In the case of the death of an employee's grandparents, reimbursement will be limited to one (1) day for attending the funeral.

Employees with one (1) year's service with the Company who are required to be absent from work because of death to their spouse or child will be reimbursed for necessary lost time at their straight time rate when arranging for and attending the funeral provided however, that reimbursement will be limited to that period of time beginning with the day of death, and will not exceed five (5) scheduled work days, eight (8) hours per day or twelve (12) hours whichever is applicable.

2. In the event the employee is unable to attend the funeral of an immediate relative, as defined below, he/she shall be granted a one day leave of absence (compassionate leave), and pay at regular straight time basic rate on the day of the funeral provided the funeral occurs on a day on which the employee was regularly scheduled to work.
3. Immediate family, for the purpose of this subsection on Funeral Leave, is defined as including the following only; the employee's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Jury Duty

A permanent employee required to serve as a jury member or crown witness will be compensated for the difference between jury or witness fees received and the amount of straight time earnings he/she would have received had he/she not lost time. (8 hours for employees on 8 hour shifts, 12 hours for employees on 12 hour shifts as applicable).

The employee will present proof of service and the amount of pay received. An employee scheduled for jury or crown witness duty only a portion of the day will be expected to work as scheduled the rest of the day when practical.

Rest Periods

All employees will be given two ten minute rest periods, one in the first half and one in the second half of the employee's scheduled shift, to be scheduled by Management in such a way as not to interfere with production.

Temporary Transfers

It is recognized by the parties to this Agreement that changes in operations may require shifting of employees for temporary periods to other than their regular jobs. To assure uniformity in pay when any of these changes occur, the following procedures will be followed:

1. Whenever an employee is moved from his/her regular job to a higher rated job, he/she shall receive the higher rate. This higher rate does not apply when employees are reassigned to higher rated job for periods not in excess of one (1) hour to replace employees for reasons such as tardiness, breaks or lunch periods or meetings.
2. Whenever during his/her regular shift an employee is required or ordered to move from his/her regular job

to a lower rated job, he/she shall continue to receive the higher rate of the job on which he/she started the shift for the balance of that shift.

3. When an employee, at the request of the Company, accepts temporary work in a lower rated job, either before or after his/her regular shift or on his/her "day off", in order to fill a vacancy or perform extra work, he/she will receive the regular rate of the job assigned.
4. When an employee, at his/her own request and for his/her own convenience, is temporarily assigned extra work before or after his/her regular shift or on his/her "day off", he/she is to receive the job rate of the work assigned.
5. **A** lead hand, when assigned will receive a minimum of seventy-five (75) cents above his/her rate, or the highest rate supervised, whichever is higher.
6. **A** Team Leader, when assigned will receive a minimum of \$1.25 above his/her rate.
7. One (1) week notice will be provided to employees affected by shift change notice. (Emergencies excepted)

SCHEDULE A (I)
*** WORKING CONDITIONS AND HOURS**
OF WORK (SEVENDAY)

Employees assigned to work on a seven (7) day schedule will be governed by the following terms and conditions, in addition to the Letter of Understanding.

The operation is divided in four (4) teams (shifts) **A, B, C & D.**

Two (2)-Two(2)-Three(3) rotating continuous twelve (12) hour shifts with complete rotation being four (4) weeks.

HOURS OF WORK, OVERTIME AND PREMIUMS 12 HOUR ROTATING SHIFT

Shift Start Date - 4 Week Cycle

M T W T F S S M T W T F S S M T W T F S S M T W T F S S

Shift A	D	D	O	O	N	N	N	O	O	D	D	O	O	O	N	N	O	O	D	D	D	O	O	N	N	O	O	O	
Shift B	N	N	O	O	D	D	D	O	O	N	N	O	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O	O	
Shift C	O	O	D	D	O	O	O	N	N	O	O	D	D	D	O	O	N	N	O	O	O	O	D	D	O	O	N	N	N
Shift D	O	O	N	N	O	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O	O	O	N	N	O	O	D	D	D

28 -

O = Off D = Days (7:00 a.m. - 7:00 p.m.) N = Nights (7:00 p.m. - 7:00 a.m.)

Remuneration will be based on a forty-two (42) hour pay period and will be paid at forty (40) hours straight time and two (2) hours at time and one half. The swing day will be Saturday, the first six (6) hours worked will be paid in the current pay period and the remaining six (6) hours plus any applicable overtime for that day will be accrued to the following pay period.

No overtime will be applicable until after the regular scheduled work week has been attained forty (40) hours.

Work done on plant holidays will be paid at double time in addition to holiday pay.

Time worked on an employees scheduled day/night off which falls on a Monday through Saturday will be paid at the rate of time and one half for the first four (4) hours and double time thereafter for the day so worked; all overtime worked on a Sunday, however, will be paid at double time.

Premium pay \$1.50 per hour Saturday
 \$1.75 per hour Sunday

Plant holidays and Bereavement will be paid at the rate of 12 hours for each qualifying day.

Lunch and Rest Periods

The Company will provide a total of sixty (60) paid minutes for lunch and rest periods. The periods agreed upon are to be taken as scheduled and in a manner that does not interfere with normal production efficiency, but in all cases conforms to the law.

**1.5% — SCHEDULE B:
HOURLY WAGE SCALES**

EFFECTIVE FROM 02/02/98 TO 10/31/98

Department & Position Title	Probationary Rate	6 MTHS.	6 MTHS.	6 MTHS.	6 MTHS.	Top Rate
Print Department						
Webtron Operator		15.36	15.50	16.84		16.08
Webtron Assistant	12.39	12.82				13.43
Warehousing/Receiving/Material Handling						
Warehouse Person/Receiver	12.39	13.60	13.76	14.17		14.57
Material Handler (ITO)	12.39					13.43
Maintenance Department						
Machinist		18.25	18.56	18.87	19.07	19.49
PM Rebuild Mechanic		18.25	18.56	18.87	19.07	19.49
Electrician		18.25	18.56	18.87	19.07	19.49
Maintenance Mechanic		17.63	17.98	18.17	18.48	18.70
Industrial Truck Mechanic		17.63	17.98	18.17	18.48	18.70
"B" Mechanic	13.50					13.81
Third Class Engineer		17.63	17.89	18.17	18.49	18.70
Properties Maintenance Person		13.60	14.02			

Manufacturing Department						
Cup Machine Adjuster/Operator	13.76	14.57	14.90	15.16	15.41	15.63
Slitter/Moistener Operator		13.76	14.17			14.57
Service Person	12.39					13.11
Cup Machine Operator	10.53	11.49				12.60
Handle/Vortex Operator/Packer	10.53					11.92
Relief operator						11.74
Quality Assurance						
Quality Assurer	10.53					11.74
Laboratory Technician	10.53	12.14	12.39	12.60		13.41
General						
Janitor						
Baler/Boiler		13.60	14.02			14.28
Baler	12.39					13.11
Packer/Operator/Sorter (Mfg)	9.50	10.53				11.09
General Packer/Sorter	9.34					10.37
Foam						
Operator	12.76	13.50	13.81	14.07	14.30	14.49
Prefoamer	11.55	12.23	12.50	12.70	12.91	13.12
Printer Foam	12.71	13.44	13.76	14.01	14.24	14.43
Printer/Packer Foam	11.27	11.94	12.21	12.43	12.62	12.82
Maintenance Foam	15.48	16.40	16.78	17.06	17.36	17.64

2.5% — EFFECTIVE FROM 11/01/98 TO 10/31/99

Department & Position Title	Probationary Rate	6 MTHS.	6 MTHS.	6 MTHS.	6 MTHS.	Top Rate
Print Department						
Webtron Operator		15.74	15.89	17.26		16.48
Webtron Assistant	12.70	13.14				13.77
Warehousing/Receiving/Material Handling						
Warehouse Person/Receiver	12.70	13.94	14.10	14.52		14.93
Material Handler (ITO)	12.70					13.77
Maintenance Department						
Machinist		18.71	19.02	19.34	19.55	19.98
PM Rebuild Mechanic		18.71	19.02	19.34	19.55	19.98
Electrician		18.71	19.02	19.34	19.55	19.98
Maintenance Mechanic		18.07	18.43	18.62	18.94	19.17
Industrial Truck Mechanic		18.07	18.43	18.62	18.94	19.17
"B" Mechanic	13.84					14.16
Third Class Engineer		18.07	18.34	18.62	18.95	19.17
Properties Maintenance Person		13.94	14.37			

	Manufacturing Department						
	Cup Machine Adjuster/Operator	14.10	14.93	15.27	15.54	15.80	16.02
	Slitter/Moistener Operator		14.10	14.52			14.93
	Service Person	12.70					13.44
	Cup Machine Operator	10.79	11.78				12.92
	Handle/Vortex Operator/Packer	10.79					12.22
	Relief Operator						12.03
	Quality Assurance						
	Quality Assurer	10.79					12.03
	Laboratory Technician	10.79	12.44	12.70	12.92		13.75
	General						
	Janitor						
	Baler/Boiler		13.94	14.37			14.64
	Baler	12.70					13.44
	Packer/Operator/Sorter (Mftg)	9.74	10.79				11.37
	General Packer/Sorter	9.57					10.63
	Foam						
	operator	13.08	13.84	14.16	14.42	14.66	14.85
	Prefoamer	11.84	12.54	12.81	13.02	13.23	13.45
	Printer Foam	13.03	13.78	14.10	14.36	14.60	14.79
	Printer/Packer Foam	11.55	12.24	12.52	12.74	12.94	13.14
	Maintenance Foam	15.87	16.81	17.20	17.49	17.79	18.08

2.75% — EFFECTIVE FROM 11/01/99 TO 10/31/2000

Department & Position Title	<i>probationary</i> Rate	6 MTHS.	6 MTHS.	6 MTHS.	6 MTHS.	Top Rate
Print Department						
Webtron Operator		16.17	16.33	17.73		16.93
Webtron Assistant	13.05	13.50				14.15
Warehousing/Receiving/Material Handling						
Warehouse Person/Receiver	13.05	14.32	14.49	14.92		15.34
Material Handler (ITO)	13.05					14.15
Maintenance Department						
Machinist		19.22	19.54	19.87	20.09	20.53
PM Rebuild Mechanic		19.22	19.54	19.87	20.09	20.53
Electrician		19.22	19.54	19.87	20.09	20.53
Maintenance Mechanic		18.57	18.94	19.13	19.46	19.70
Industrial Truck Mechanic		18.57	18.94	19.13	19.46	19.70
"B" Mechanic	14.22					14.55
Third Class Engineer		18.57	18.84	19.13	19.47	19.70
Properties Maintenance Person		14.32	14.77			

Manufacturing Department

Cup Machine Adjuster/Operator	14.49	15.34	15.69	15.97	16.23	16.46
Slitter/Moistener Operator		14.49	14.92			15.34
Service Person	13.05					13.81
Cup Machine Operator	11.09	12.10				13.28
Handle/Vortex Operator/Packer	11.09					12.56
Relief Operator						12.36
Quality Assurance						
Quality Assurer	11.09					12.36
Laboratory Technician	11.09	12.78	13.05	13.28		14.13
General						
Janitor						
Baler/Boiler		14.32	14.77			15.04
Baler	13.05					13.81
Packer/Operator/Sorter (Mftg)	10.01	11.09				11.68
General Packer/Sorter	9.83					10.92
Foam						
Operator	13.44	14.22	14.55	14.82	15.06	15.26
Prefoamer	12.17	12.88	13.16	13.38	13.59	13.82
Printer Foam	13.39	14.16	14.49	14.75	15.00	15.20
Printer/Packer Foam	11.87	12.58	12.86	13.09	13.30	13.50
Maintenance Foam	16.31	17.27	17.67	17.97	18.28	18.58

SCHEDULE C
ANNUAL VACATIONS WITH PAY
AND PLANT HOLIDAYS

Vacations

1. a) Employees will become eligible for vacation upon completion of the following periods of continuous employment:

One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks
Thirty (30) years	Six (6) weeks
1. b) All existing employees with five (5) and six (6) weeks of vacation may elect to be paid the 5th and 6th weeks in lieu of time off. This payment will be made prior to March 1st each year.
2. Operating requirements will control in respect of the scheduling of vacations.
3. Vacation time must be taken and is not cumulative from year to year.
4. a) An employee's vacation pay for each week for which he/she is eligible shall be based on two percent (2%) of his/her total income in the calendar year ending on the previous December 31, except as provided below.
b) In the year in which an employee becomes entitled to a third, fourth, fifth or sixth week of vacation pay, his/her vacation pay for that additional week will be computed as the average of his/her straight time hourly rate earned over

the preceding four payroll weeks available, immediately preceding his/her taking such additional week of vacation.

- c) Time lost by an employee as a result of a job incurred injury covered by Workers Compensation shall also be considered in computing an employees vacation pay. In such instances only time lost in excess of 4 consecutive weeks will be considered in the applicable year vacation is earned. In addition the maximum allowed in any (1) one year will not exceed (90) ninety days.
5. The third, fourth, fifth and sixth week of vacation will be taken at a time mutually agreed upon by the employee and the Company.
6. An employee leaving the employ of the Company shall receive his/her pro rata share of vacation earnings in the vacation year in which he/she terminates.
7. A complete or partial vacation shutdown of **up** to two (2) weeks duration may be scheduled by the Company during each production year. Notification of a shutdown will be conveyed to the union no later than February 1st of each year. The parties recognize that production requirements and customer needs are of primary importance.
8. Vacation week is from Monday to Sunday inclusive.

Plant Holidays

1. Employees who have completed their probationary period and who work a schedule shift the working day before and the working day after the Holiday will be paid a regular day's pay for the following Holidays:

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

and the following Holidays:

- a) **A** tenth Holiday which may be observed on the Monday closest to February 14 in each calendar year or on a mutually agreed upon date. When Heritage Day, or such similar day, is ultimately declared as a Holiday by the Provincial or Federal Government it will displace this February Holiday and become the tenth Holiday.
 - b) Two additional Holidays (eleventh and twelfth) will be observed on mutually agreed upon dates. Discussions to reach agreement on such observance will take place no later than three (3) months prior to the Holiday.
 - c) The company agrees to observe the following four (4) holidays; Christmas Day, Boxing Day, New Year's Day, Good Friday. This does not restrict the right of the Company to ask for volunteers on those four (4) days. (Applicable to continuous operation)
2. 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.

3. The requirement of working a scheduled shift the working day before and the working day after the Holiday will be waived in the following situation:
 - a) Where the employee is excused in advance by his/her Shift Supervisor from working such shifts.
 - b) An otherwise eligible employee who is ill will receive holiday pay for any Holidays which occur within fifteen (15) calendar days of the first day of his/her absence due to illness.
 - c) Where the employee is laid off within five (5) working days prior to the day that the Holiday is observed.
4. With the exception of a scheduled annual Plant vacation shutdown, when a Plant Holiday falls during an employee's vacation, the employee may, at his/her option, observe the holiday with pay, on the next regular work day following his/her vacation. The employee must indicate his/her intention in this regard to his/her Shift Supervisor when requesting vacation. In the case of a scheduled annual Plant vacation shutdown, a Holiday falling within such shutdown will be observed on the first regular work day following the shutdown.

SCHEDULED APPRENTICE TRAINING PLAN

Qualifications of applicants

The applicant shall not be less than eighteen (18) years of age and must be physically able to work in trade selected. The applicant shall be a graduate of an accredited secondary school or shall have such training or experience which is equivalent to such schooling.

Term of Apprenticeship

The term of apprenticeship shall be 8,000 hours mechanical and 9,000 hours electrical of reasonably continuous employment at the trade, including a minimum of 144 hours per year of related instruction.

Probationary Period

All apprentices shall be subject to a tryout, or probationary period during the first 500 hours of apprenticeship. During this period the apprenticeship agreement may be cancelled at the request of either party.

Credit for Past Experience

Any person making application for employment under this apprenticeship plan will be given credit for past practical shop experience, apprentice training experience or other experience, which entitles such person to be placed in training at a level higher than that of a beginner.

The experience background of each applicant will be rated and evaluated after the applicant has had an opportunity through personal interview, and actual demonstration to prove his/her abilities.

Cancellation of Apprenticeship Agreement

If the facts proved the apprentice lacks interest or shows inability to completely learn the trade, the agreement may be cancelled or terminated after due notice has been given to the apprentice.

Machinist

The following basic work schedule, which covers the major processes and approximate hours, is general and is to be **used** as a guide only in the determination of the actual schedule for each apprentice. The work processes and the number of hours to be served in each case will depend upon the facilities and operating conditions at this location, taking advantage of every opportunity to give training on all equipment and work performed.

Follow the Ministry of Skills Development. Regulation 38

ELECTRICIAN

Basic Work Training Schedule

The following basic work schedule, which covers the major processes and approximate hours, is general and is to be used as a guide only in the determination of the actual schedule for each apprentice. The work processes and the number of hours to be served in each case will depend upon the facilities and operating conditions at this location, taking advantage of every opportunity to give training on all equipment and work performed.

Graduated Scale of Wages

Each apprentice, provided he/she maintains satisfactory progress, shall receive a basic hourly rate in accordance with the following schedule.

The 8,000 hour period shall be divided into (8) equal periods of 1,000 hours each. **As** of November 1, 1984 the hours and rates shall be as follows:

Effective Date:

	<u>02/02/98</u> <u>thru</u> <u>10/31/98</u>	<u>11/01/98</u> <u>thru</u> <u>10/31/99</u>	<u>11/01/99</u> <u>thru</u> <u>10/31/2000</u>
Hours	Rate	Rate	Rate
1000	15.64	16.03	16.47
2000	15.94	16.34	16.79
3000	16.20	16.61	17.07
4000	16.48	16.89	17.35
5000	16.77	17.19	17.66
6000	17.06	17.49	17.97
7000	17.32	17.75	18.24
8000	17.57	18.01	18.51
TOP RATE:	19.49	19.98	20.53

Related Training

Each apprentice shall be required to take approved related and general courses for a minimum of one hundred and forty-four (144) hours each year.

The amount of time devoted to each subject and the sequence they are to follow will depend upon the type of work being performed by the apprentice in plant.

Apprentices shall receive payments for course tuition based on instructors attendance reports.

Apprentice Records

Adequate records for each apprentice shall be maintained, showing his/her progress and coverage of work processes and related training and the apprentice shall be advised periodically.

Completion of Apprenticeship

Upon satisfactory completion of the requirement of apprenticeship, a Certificate of Completion of Apprenticeship shall be issued by the Company.

Administration of Plan

The Company Supervisor of Training shall be responsible for the administration of this Plan.

New Legislative Data & Regulations will apply.

Small Tools

The Company to supply small tools of a nature that are normally expended during the course of an employee performing his job responsibility. It is also recognized the employees performing a maintenance job are expected to maintain a supply of standard tools normally associated with their trade.

In order to assist new employees, assigned as mechanics or adjusters, we will supply a beginning set of standard tools to each person. Other employees assigned as Mechanics or Adjusters will be supplied additional tools as needed. These tools will be purchased by The Company at the best possible discount price and charged to the employee through payroll deductions, a minimum of \$25.00 per week, until completely paid for. They will then become the property of this individual. However, a maximum of \$500.00 in an employee's tool account will apply, and where the account exceeds **this** amount, it will be taken out of the employee's subsequent pay cheque in full.

We will maintain in the storeroom, a supply of unusual size and/or specialty type tools that are necessary for the performance of maintenance work on our property or equipment. These tools will be available to our employees on a loan basis for performing their job functions. In the event a special tool is not returned, the employee charged with the tool will be assessed replacement value and a \$50.00 deduction will be made from an employee's pay cheque weekly. The Brampton plant management will prepare a list of small tools that will normally be expected to be replaced, as well as a list of unusual size and/or specialty type tools that will be

maintained for loan purposed in the storeroom. They will also contact tool suppliers to arrange the best purchase arrangement possible for our employees, in order that they can properly equip themselves with the standard tools required **for** their job functions.

The Company will replace any tools which are broken, damaged or worn through normal wear and tear.

SCHEDULE E WORK RULES

NON-COMPLIANCE WITH THE FOLLOWING RULES SHALL BE CONSIDERED GOOD CAUSE FOR DISCIPLINARY ACTION OR DISCHARGE AND WILL BE ADMINISTERED BY THE COMPANY ACCORDING TO THE SERIOUSNESS OF THE VIOLATION:

1. All employees are required to be on their respective jobs at the time their pay starts and shall not quit work in advance of the time their pay stops.
2. Each shift worker is required to stay on his/her job until relieved by his/her partner or released by his/her Team Leader.
3. Each employee must notify his/her Team Leader at least four (4) hours before commencement of his/her next regular shift in case of anticipated absence.
4. Failure to report to work must be the result of necessary absence as defined in our Labour Agreement.
5. If an employee **is**, or anticipates being absent for more than one (1) day, the employee shall notify the Team Leader twenty-four (**24**) hours in advance that he/she is returning to work.
6. All injuries, no matter how trivial, must be immediately reported to the Team Leader and to the First Aid Department.
7. Smoking is allowed only in restricted areas.
8. Causing a disturbance on Company property, such as might be caused by fighting, running, or throwing things.

9. Selling, soliciting, canvassing or distributing without prior permission.
10. Sleeping on the job.
11. Has taken other employment and has not informed the Company.
12. Repeated failure to use personal protective equipment deliberate violation of plants safety rules.

Violations Of The Following Rules Shall Be Cause For Immediate Dismissal:

1. Misrepresentation of facts in obtaining employment.
2. Punching another employee's time card.
3. Deliberate destruction or removal of Company property or the property of another employee.
4. Attempts to injure, interfere with or obstruct production.
5. Gambling.
6. Disorderly or immoral conduct.
7. Bringing intoxicants and/or drugs into the plant, or reporting to work under the influence of liquor, or drugs or reporting for work in an unfit condition to work.
8. Incompetence
9. Negligence
10. Insubordination
11. Endangering fellow employees, or their own person through violation of safety rules.
12. Repeated tardiness or irregular attendance.

SCHEDULE F

safety Shoes

The Company agrees to reimburse each employee to the sum of ninety dollars (\$90) November 1, 1997; ninety dollars (\$90) November 1, 1998 and ninety-five dollars (\$95) November 1, 1999 for the first pair of CSA approved safety footwear during a calendar year.

safety Hearing Protection

The Company will supply safety hearing protection to all employees when requested.

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**SECTION 21
DURATION OF AGREEMENT**

This Agreement and the Schedules which form part of it shall be binding upon the parties from November 1, 1997 until October 31, 2000 inclusive and each year thereafter unless sixty (60) days' notice is given in writing by either of the parties prior to the expiration date or within any subsequent one year period either party shall give written notice not less than sixty (60) days prior to the expiration date. If such notice shall be given by either party, the parties shall meet within twenty (20) days thereafter, and shall enter into negotiations with a view to the renewal or amendment of the Agreement.

If such negotiations are not concluded prior to the expiration date of the then current Agreement, such Agreement shall continue in full force and effect until fourteen (14) days shall have elapsed from the time the Minister of Labour has informed the parties that he/she does not deem it advisable to appoint a conciliation board. If the Minister of Labour appoints a conciliation board the then current Agreement shall continue in full force and effect until seven (7) days shall have elapsed after the Minister has released to the parties the report of the conciliation board.

This Agreement signed on June 3, 1998, in Brampton, Ontario

FOR THE UNION

FOR THE COMPANY

Mike Dadswell

Greg Clement

John McKenna

Barry Mason

Brenda Bugden

Vera Hall

Rena Pasco

Ron Hackett

APPENDIX A GROUP INSURANCE BENEFITS

The company shall provide access to the following group insurance benefits:

Company Paid Premiums	Employee Paid Premiums
Life Insurance	Long Term Disability
Accidental Death & Dismemberment Insurance	
Accident & Sickness Plan (Short Term Disability)	
Dental Plan	
Hospital Expense Plan	
Major Medical & Prescription Drug Plan	
Vision Care Plan	
Travel Insurance Plan	

Eligibility, dependent coverage, benefit allowance, deductibles, etc., shall be in accordance with the Group Insurance Benefits Booklet. Which **shall** not be less than the Collective Agreement ending October 31, 1997.

	<u>Nov. 1, 97</u>	<u>Nov. 1, 98</u>	<u>Nov. 1, 99</u>
1 Life & Accidental Death & Dismemberment Insurance	\$28,000	\$28,000	\$29,000
2 Vision Care	\$80	\$80	\$90

**APPENDIX B
PENSION PLAN**

i

Canadian Pension Plan

Effective July /01/98 as agreed by the Union & The Company the defined benefit plan of \$16.50/month/year of service will convert to a defined contribution plan with a company match at 1.5%; **2.0%**; 2.5%; of base earnings. See booklet for details.

**ATTACHMENT A (Revised)
LETTER OF UNDERSTANDING**

December 6, 1994

**Certification Requirements For The PM Rebuild Mechanic
Maintenance Mechanic And Foam Maintenance.**

During the course of negotiations it was agreed that a Provincial Millwright certification or equivalent certification will be required in order for newly assigned employees to qualify for the PM Rebuild Mechanic, Maintenance Mechanic and Foam Maintenance.

It is agreed that any employees currently occupying these positions will be given a five (5) year grace period in which to attain the above certification or equivalent certification. Any employee unable to do so in five (5) years, will be red circled at their then current rate.

Union

Company

ATTACHMENT B (Revised)
LETTER OF UNDERSTANDING

December 6, 1994

Weekend Packer Shift

The following outlines the agreement we arrived at:

- a) Weekend Packer shift of 2 x 12 hour shifts.
- b) Permanent shift nights or days.
- c) Pay rate:
 - \$8.24 per hour year 1
 - \$8.61 per hour year 2
 - \$8.98 per hour year 3
- d) .60¢ per hour night shift premium.
- e) .75¢ weekend lead hand packer premium.
- f) Full health benefits.
Vacation is based on 2% x weeks of eligibility.
Four (4) holidays will be paid for:
 - New Year's Day
 - Boxing Day
 - Christmas Day
 - One (1) Floater
- g) Full union membership after 360 hours.
- h) Weekend packers do not receive weekend premiums.

Union

Company

ATTACHMENT C (Revised)
LETTER OF UNDERSTANDING

December 6, 1994

Subject: Change Of Operations Notice
(5 day vs. 7 day & 7 day vs. 5 day)

As agreed, the Company and the Union mutually agree to the following scheduling of hours for all Manufacturing/Distribution operations.

Three (3) weeks notice in writing shall be given prior to implementing changes to all or part thereof.

Union

Company

ATTACHMENT D LETTER OF UNDERSTANDING

January 10, 1991

To: Ken Koch - Representative
Graphic Communications International Union Local 466

From: Frank Moos - Canada Cup Inc.
Director Industrial Relations

Subject: PM Employees PM/C Status Maintenance Mechanic

In keeping with the understandings arrived at between Jim Elliot in August and September 1987, management and the undersigned at that time, it was agreed that certain PM employees whose conversion skills enabled them to build new paper machines with altered technology from old bases e.g. cold to PE or others who had related high expertise in similar fields be remunerated at PM conversion (PM/C) - a new category on a progression equivalent to that for machinists in the maintenance department.

The choice and the number of such employees required at any time will be management's sole prerogative to determine, that is to say it will depend on forecast marketing, skills available and conversion requirements which may alter over the months. Once a person has been assigned this designation, he will not revert to PM status remuneration wise. He may, however, be required to work shift schedules and be assigned other duties as required by production requirements.

Machinist designation will now include all PM/C.

ATTACHMENTE
LETTER OF UNDERSTANDING

October 17, 1997

Ken Koch, *President*

Graphic Communications International Union Local 100-M

165 East Beaver Creek Rd., Unit 21

Richmond Hill, Ontario

Re: Pay Cheque Periods

This will confirm our understanding reached during the 1997 negotiations for our Brampton Plant on the above subject. Commencing March 2, 1998 pay cheques will be issued bi-weekly, (every two (2) weeks)/every 2nd Thursday and will be by direct deposit only.

The Company recognizes the need to insure that payroll errors are corrected as soon as possible after detection. To that end, we will agree that errors in excess of \$100 dollars will be corrected within 24 hours (Saturday, Sunday excluded) after notice is provided to the Company. Errors of less than \$100 will be corrected in the following pay period after notice is provided to the Company.

FOR THE UNION

FOR THE COMPANY

Mike Dadswell

Greg Clement

John McKenna

Barry Mason

Brenda Bugden

Vera Hall

Rena Pasco

Ron Hackett

ATTACHMENT F LETTER OF UNDERSTANDING

February 18, 1998

M. Dadswell,
Graphic Communications International Union Local 100-M
65 East Beaver Creek Rd., Unit 21
Richmond Hill, Ontario

Re: Shift Rotation

There **will** be no change to the current shift rotation without mutual agreement between the Company and Shop Committee.

FOR THE UNION

Mike Dadswell

John McKenna

Brenda Bugden

Rena Pasco

Simon Hackett

FOR THE COMPANY

Greg Clement

Barry Mason

Vera Hall

COMPANY RESPONSE (10/17/97 PM) 58
LETTER OF UNDERSTANDING

October 17, 1997

Re: Team Leaders Appointment

- Appointed by the Company and will notify Shop Committee prior to announcement
- Positions do not have to be posted.
- No part of this understanding is subject to grievance procedure.
- Team Leader positions will be reviewed annually by the team members, coaches (3 management) and Shop Committee (1 vote)
Based on a survey a pass = 75% (yes)
- Results will be reviewed with the Shop committee.
- This does not apply to temporary assignments of less than one month.