

COLLECTIVE AGREEMENT

Between

HILROY - A MEAD COMPANY, TORONTO

(hereinafter **referred to as "the Company"**)

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS' UNION

**AND ITS LOCAL 1144**

(hereinafter **referred to as "the Union"**)

JANUARY 1, 1999 to DECEMBER 31, 2001

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*Effective January 1, 1999*

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## **ARTICLE 1                    GENERAL PURPOSE OF AGREEMENT**

- 1.1     (a) The general purpose of the Agreement is to establish and maintain collective bargaining relations between the Company and the Union and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- (b) 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.

## **ARTICLE 2                    RECOGNITION**

### **2.1                    Union Sole Bargaining Agent**

- (a) The Company recognizes the Union as the sole collective bargaining agent for its Employees in the greater Toronto area, save and except Supervisors, persons above the rank of Supervisor, Office and Sales staff.

### **2.2                    Non-union Employees**

- (a) Supervisors and other employees not represented by the Union will not work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimenting or in emergencies.
- (b) A reasonable effort will be made to fill emergency jobs with qualified bargaining unit employees.

## **ARTICLE 3                    UNION MEMBERSHIP**

### **3.1                    Condition of Employment**

- (a) All employees shall, as a condition of employment, make application for membership in the Union and, when accepted into membership, shall maintain such membership in good standing throughout the term of this Agreement.
- (b) An employee who is now a member in good standing, or who becomes, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

### **3.2                    Dues Deductions**

- (a) The Company agrees to deduct, on the first pay day of each month, including vacation

pay, an amount equal to the Union member's hourly rate, from the wages of each member in the bargaining unit.

- (b) In addition, the Company will deduct on the second payday of each month, including vacation pay, an amount set by the Union and remit same to the Financial Secretary of Local 1144.
- (c) A list of each member's name shall accompany each of these cheques, with the proviso that the list supplied, with the first week's deduction, shall include each employee's hourly rate of pay.
- (d) Such authorization shall be in the form shown in 3.3
- (e) The Company will record on each employee's T-4 the amount of Union dues deducted.

**3.3 Dues Authorization**

- (a) Union Dues authorization shall be in the following form:

To: Hilroy - A Mead Company  
250 Bowie Avenue  
Toronto, Ontario  
M6E2R9

In accordance with the terms of our current collective agreement, you are hereby authorized to deduct an amount equal to the regular monthly dues, each month from the wages due me, and a one-time union initiation fee, and to remit same to the Financial Secretary of Local 1144, Communications, Energy and Paperworkers' Union.

Date:

Signature:

**3.4 New Employees**

- (a) The Company will, when hiring new employees, provide them with copies of this form for signature.
- (b) All new employees will be introduced by their Supervisor to the Shop Steward of their department on the day they start their employment.

**ARTICLE 4 NO STRIKE OR LOCKOUT**

- 4.1 (a) The Union agrees that there will be no strike and the Company agrees that there will be no lockout during the term of this Agreement.

- (b) The word "Strike" and the word "Lock-out" shall be deemed to have the meaning given these words in the *Labour Relations Act*.

## **ARTICLE 5                    MANAGEMENT RIGHTS**

**5.1 (a)**     The Union acknowledges that it is the exclusive function of the Company to:

- (1) Maintain order, discipline and efficiency.
- (2) Hire, discharge, transfer, classify, promote, demote, or discipline employees, provided that a claim of discrimination or unjust promotion, demotion or transfer, or a claim that a permanent employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with hereinafter provided.
- (3) Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and locations of plants, the products to be manufactured, methods of manufacturing, and the schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.
- (4) The exercise of these rights by the Company shall be subject to the provisions of this Agreement.

## **ARTICLE 6                    UNION REPRESENTATION**

### **6.1                    Executive Committee**

- (a) 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 Union Executive Committee.
- (b) The Company will recognize the said Committee for the purpose of negotiating renewal amendments provided that no more than four (4) such members shall attend at meetings with Management representatives.
- (c) The Company agrees that five (5) members of the Union Executive Committee will be allowed time off prior to negotiations, for the purpose of preparing for negotiations. It is agreed that this period of time will not exceed one week's duration.
- (d) The Company will co-operate with the Union to release Local Executive Committee members from work to attend monthly meetings of the Local.
- (e) Furthermore, provided the Union gives the Company at least 3 weeks' notice, the Company will co-operate with the Union in an attempt to make necessary arrangements to allow members of the Local Union Executive Committee to attend union conventions, conferences and National Union Committee meetings.

- (f) Both parties agree that operational needs in the plant will be a major factor in deciding whether an employee can be released to attend any of the above functions.
- (g) The Union agrees to supply the Company with the names of the Union Executive Committee and to keep such lists up-to-date at all times.
- (h) The Executive Committee has the right to engage any outside assistance to be present at negotiations, Union-Management meetings, Step 3 of the grievance procedure and the arbitration procedure, as does the Company.

**6.2 Grievance Committee**

- (a) The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union Executive Committee a Grievance Committee, the membership of which shall consist of a maximum of three (3).
- (b) The Company will recognize the Grievance Committee for the purpose of attending grievance meetings with Management at Step 3 of the grievance procedure.
- (c) Grievance Committee members will be allowed time off without loss of pay to attend grievance meetings with Management.
- (d) Both parties will seek convenient times for discussion with the operational needs in the plant being a major factor in selection of meeting times.

**6.3 Chief Steward**

- (a) The Company acknowledges the right of the Union to appoint or otherwise select from among the members of the Grievance Committee, a Chief Steward.
- (b) The Company will recognize the Chief Steward and/ or Plant Chairperson for the purpose of attending meetings with the Human Resources Administrator and the Operations Manager at Step 2 of the grievance procedure.

**6.4 Stewards**

- (a) The company agrees to recognize Stewards for each of the following areas:

Dept. 1	Ruling	1 each for day &
afternoon shift		
Dept. 2	Bindery & Envelopes	1 each for day & afternoon shift
Dept. 4	Refill & Coil	1 each for day &
afternoon shift		
Dept. 5	Padding & Finishing	1 each for day & afternoon shift
Dept. 10	Receiving	1 only
Dept. 11	Shipping & Warehouse	1 only
Dept. 12	Machine Shop &	
	Building Maintenance	1 only
Dept. 13	Midnight Shift	1 only

- (b) Stewards will be allowed reasonable time off from their regular work to process grievances within their respective areas and will not lose pay for this time off.
- (c) Stewards must have permission from their Department Supervisor to be absent from their work in the above instance.
- (d) The Union agrees to supply the Company with names of Shop Stewards and to keep such list up to date at all times.

## **6.5 Discipline**

- (a) An employee called into an office for the purpose of receiving a formal discipline shall be accompanied by a Union official. Any action taken will be recorded and copies will be given to the employee and the Union. Prior to any discipline being handed out, the Company will endeavor to follow the procedure set out below.
  - 1) A steward or union representative must attend any investigative meeting;
  - 2) It is understood that there is no obligation on the part of the employee to make any comments. This may however, be used against an employee in determining discipline;
  - 3) Allegations will be presented to the employee and steward before any questions are asked;
  - 4) Information gathered will be used in determining the appropriateness of the discipline;
  - 5) The union may raise at this meeting any type of resolution to the matter under investigation. The steward or union representative may advance any position on behalf of the employee being investigated.

Once the above has occurred, the employer will render its decision.

- (b) When the Company has pre-determined, prior to the start of a shift that an employee is to be suspended, the employee will be suspended at the end of the employee's shift or failing this, a reasonable effort will be made to contact the employee prior to the start of employee's shift to inform the employee not to report for work.
- (c) An employee who does not receive a warning letter or verbal warning for a period of twelve (12) months shall not have any of these warnings used against the employee once the employee has completed twelve (12) months free of disciplinary warnings.
- (d) An employee who has received a disciplinary suspension shall not have this suspension used against the employee when the employee has gone fifteen (15) months without receiving any further disciplinary action.



## **ARTICLE 7 SENIORITY**

### **7.1 Seniority**

- (a) "Seniority", for the purpose of this Agreement, shall mean continuous service with the Company.

### **7.2 Probationary Employees**

- (a) An employee will be considered to be on probation until the employee has worked for the Company 320 hours, after which time the employee's name shall be placed on the seniority list or lists dated to date of hire.
- (b) The Union will not question the dismissal of an employee during the employee's probationary period; neither can the employee grieve the employee's dismissal.
- (c) Dismissal of a probationary employee will be at the Company's sole discretion.

### **7.3 Summer Students**

- (a) Students hired during the students' summer vacation period will have no seniority rights whatsoever and may be terminated at any time at the Company's sole discretion without resort to the grievance procedure. The Company shall make known to the Union the status of summer students on date of hire.
- (b) Subject to this provision, students hired during the students' summer vacation will enjoy all other rights and obligations covered by this Collective Agreement, with the exception of those outlined in Schedule D and Article 10.
- (c) Summer students' wage rate will be a minimum of eight dollars and fifty cents (\$8.50) per hour
- (d) Summer students are limited to a maximum of sixteen (16) weeks of work each calendar year commencing upon date of hire, provided that no summer student will be permitted to work beyond Labour Day.

### **7.4 Loss of Seniority**

- (a) An employee shall lose all seniority rights and his/her employment will cease for any of the following reasons:
  - (1) If the employee voluntarily quits employment with the Company.
  - (2) If the employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure herein.
  - (3) If an employee who is recalled to work after a lay-off fails to notify the Company within three (3) working days that the employee accepts the recall, or fails to return to work, or to furnish a satisfactory reason for not doing so within seven (7) working days after notice of recall has been sent by registered mail to the last address of the employee on the files in the employment office.

- (4) If the employee overstays a permitted leave of absence without securing extension of such leave of absence from the Company unless the employee has a reason satisfactory to the Company.
- (5) If the employee is absent from the employee's duties for more than three (3) working days and fails to inform the Company of the reason for absence unless the employee has a reason satisfactory to the Company.
- (6) In the event of a non-employment by the Company of an employee for a period of nine (9) months for those employees with less than twelve (12) months of seniority, and eighteen (18) months for those employees with more than twelve (12) months of seniority.
- (7) If the employee elects to receive severance pay pursuant to Article 17 (G).

### **7.5 Seniority Lists**

- (a) An up to date seniority list will be posted quarterly at a central location. Copies of the lists will be given to the Union.
- (b) Where two (2) or more employees have the same seniority date, their names will be placed on the seniority list in order of processing by the Human Resources Department on the day of hiring.
- (c) The employee at the head of the list on the employee's date of hire shall be deemed to possess the highest seniority of employees hired on that date.

### **7.6 Lay-off and Recall**

- (a) In the event of a cut-back or lay-off, probationary employees in affected classifications will be laid off prior to any employee with seniority in affected classifications being cut-back, bumped or laid-off.
- (b) Employees affected by any cutbacks, bumping, or lay-offs will be cutback, bumped or laid-off in inverse order of seniority and recalled in order of seniority with the provisos:
  - (1) The employee may accept lay-off rather than exercise bumping rights.
  - (2) An employee electing bumping rights must displace the employee holding least seniority in the highest paid of the following classification: General Help, Machine Operator, Envelope Fold Machine Operator, Building Maintenance Labourer, Baler, Porter, and Order Picker and Counter Inserter.
  - (3) To bump employees in classifications other than those in (2) above the employee must show fitness and ability to perform the normal duties required of the classification and be able to produce the normal standard output after being provided with a familiarization period of up to ten (10) working days. The employee must displace the employee holding the least seniority in the highest paid classification for which the employee has the fitness and ability to perform

after being provided with such familiarization.

- (4) The familiarization period in (3) above will be conducted under the supervision of the Company by the most senior qualified operator of the equipment as determined by the Company.
  - (5) Employees electing lay-off rather than exercising their bumping rights may only be recalled to the classification occupied at time of lay-off.  
An employee electing this option will be informed, in writing, at the time of electing this option that he/she will lose seniority rights and employment status should the employee not be recalled within the time limits specified in clause 7.4.
  - (6) Employees not actively at work at the time of a lay-off will be subject to the lay-off and bumping procedures.
- (c) The Company, however, has the right to maintain at all times crews that are fully capable of performing jobs required.
- (d)
- (1) An employee cut back or bumped from a classification but who is not laid off as a result of that cut-back or bump, will retain recall rights to that classification and must return as soon as his/her seniority permits him/her to do so, until such time the employee is successfully awarded a job in another classification through the job posting procedure, subject to clause 7.4.
  - (2) Employees exercising their bumping rights can only displace employees in classifications at the same level in the wage progression or below. In other words, employees can bump laterally or downward but cannot bump up in a cutback situation. However, in order to avoid layoff an employee may bump into a higher classification.

## **7.7 Transfers Out of Bargaining Unit**

- (a) An employee transferred by the Company to a position outside the Bargaining Unit shall maintain the seniority held at the time of transfer for a period of twelve (12) months for the purpose of transferring back into Bargaining Unit at the employee's original permanent position.
- (b) An employee elected, or appointed, to a full time Union position within the Communications, Energy and Paperworkers' Union shall maintain the seniority held at the time of leaving the Company to take up the position for a period of twelve (12) months for the purpose of transferring back into the Bargaining Unit to the position held at the time of leaving the Bargaining Unit.

## **7.8 Re-classification**

- (a) The Company agrees that it will not demote employees from classifications in which it considers employees are improperly classified without prior discussion with the Union.

- (b) The intent of these discussions will be an attempt to find a mutually satisfactory manner in which to handle the situation.

## **ARTICLE 8                    GRIEVANCES**

### **8.1                    Adjustment of Grievances**

- (a) The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

### **8.2                    Timeliness of Grievance**

- (a) Unless agreed to by both the Company and the Union, no grievance shall be presented the alleged circumstances of which originated or occurred, or should have come to the attention of the employee concerned, more than five (5) working days prior to its original presenting in writing at Step 1.

### **8.3                    Content of Grievance**

- (a) A grievance shall consist of a dispute concerning interpretation and/or application of any Article, Schedule or Clause in this agreement.
- (b) An employee who has a routine question regarding working conditions, rate of pay, questions regarding monetary benefits and other like matters that on the surface would not appear to be a dispute, but rather an error or miscalculation, would not require the presence of a Steward.
- (c) However, a grievance regarding the interpretation and/or application of any Article, Schedule or Clause of the Collective Agreement requires the presence of a Local Union Representative.

### **8.4                    Grievance Procedure**

Should a grievance arise it shall be handled as follows:

#### **Step 1**

- (a) If an employee, or group of employees, has a grievance, the employee shall first discuss the grievance with the employee's immediate Supervisor and Steward. If the grievance cannot be settled as a result of this discussion, then it may be dealt with as follows.
- (b) The Steward shall present to the Supervisor a written summary of the grievance signed by the employee.
- (c) The Supervisor shall give a decision, in writing, to the Steward within two (2) regular working days.

#### **Step 2**

- (d) If the Supervisor does not settle the grievance to the satisfaction of the employee, the Chief Steward may process the grievance to the Human Resources Administrator within

three (3) regular working days of receiving an unsatisfactory answer from the Supervisor.

The Human Resources Administrator, along with the Operations Manager, will meet with the employee and the Chief Steward within three (3) regular working days of receiving the grievance and will give a decision in writing within two (2) regular working days following the meeting.

**Step 3**

- (f) If the grievance remains unsettled, it may be processed to the Vice President Operations within five (5) regular working days after receipt of the grievance by the Chief Steward from the Human Resources Administrator.
- (g) If a grievance is processed to this stage, the Union and the Company will set a mutually satisfactory date on which to hear the dispute at a meeting between the Union Grievance Committee and the Management Committee.
- (h) The Company will render its decision in writing within seven (7) regular working days following the meeting.
- (i) A staff representative of the Union may be present at Step 3 of the grievance procedure or at any Company/Union meetings at the request of either party.

**8.5 Discharge Grievances**

- (a) A claim by an employee, with seniority, that the employee has been unjustly discharged will be treated as a grievance provided that the employee files a written grievance with the Vice President, Operations within (5) regular working days of the employee's discharge.
- (b) A Discharge Grievance will be processed starting at Step 3 of the grievance procedure.

**8.6 Policy Grievances**

- (a) A Policy Grievance may be taken up at Step 3 of the Grievance Procedure. Policy Grievances may be filed by either the Union or the Employer on matters of a general nature relating to the application, administration or interpretation of the Collective Agreement, provided such grievance cannot be brought forward otherwise by an individual or group of individuals pursuant to the provisions of Sections 8.4 and 8.5 herein.
- (b) The decision of the respondent shall be given in writing and, failing satisfactory settlement the grievance may be subject to the arbitration procedure.

**8.7 Time Limits**

- (a) The time limits specified herein may be extended by mutual agreement.

**ARTICLE 9 ARBITRATION PROCEDURE**

### **9.1 Notification**

- (a) If a grievance remains unsettled following any of the procedures set forth in Article 8, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing to that effect not more than twenty (20) working days after the date of decision rendered at Step 3 of the grievance procedure.

### **9.2 Procedure For Selection of Board**

- (a) When either the Company or the Union request that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this agreement, and shall at the same time nominate an Arbitrator.
- (b) Within five (5) working days thereafter the other party shall nominate an Arbitrator.
- (c) The two Arbitrators so nominated shall choose a third Arbitrator who will act as Chairman of the Board.
- (d) If within five (5) working days they fail to agree upon an impartial Arbitrator such impartial Arbitrator shall, at the request of either of the nominated Arbitrators, be appointed by the Ministry of Labour for the Province of Ontario.

### **9.3 Powers of Chairman**

- (a) Should the three (3) person Board of Arbitration not arrive at a majority decision, the decision of the Chairman shall become the decision of the Board and the decision of the Board shall be final and binding on both the Company and the Union.

### **9.4 Power of Board**

- (a) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this agreement.
- (b) In cases of involving discharge or suspension, however, the board may uphold the Company's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with full compensation for time lost, or may issue such other decision within these limits which, in the Board's opinion, is just and equitable in the circumstances.

### **9.5 Costs of Arbitration**

- (a) Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly and equally bear the expenses of the Chairman of the Arbitration Board.

### **9.6 Time Limits**

- (a) The time limits specified herein may be extended by mutual agreement.

## ARTICLE 10

## JOB POSTING

### 10.1 Contents of Notice

- (a) When a permanent vacancy occurs the Company shall post on a bulletin board in the Plant, a notice indicating the title of the vacant job, the department in which the vacancy occurs and the qualifications essential to be selected for the vacancy.

### 10.2 Posting Time Periods

- (a) Job postings shall be placed on the notice board for a period of five (5) regular working days.
- (b) Any posted job, which has not been filled within fifteen (15) regular working days, shall be re-posted only once.

### 10.3 Temporary Appointments

- (a) During the job posting time periods, the Company shall have the right to make temporary appointments without penalty.
- (c) Such temporary appointment shall not count as experience in the consideration of a selection.

### 10.4 Qualifications for Acceptance

- (a) In selecting an employee for permanent appointment, the Company shall take into consideration seniority, skill, and ability. The Company shall select the senior applicant provided he/she has the skill and ability to perform the job.
- (b) In the event, there are no qualified applicants, the Company will consider employees who are prevented by Clause 10.7 from applying for the position, or may hire to fill the opening.
- (c) Students employed during the summer vacation period are not eligible to apply for posted jobs.

### 10.5 Successful Applicants

- (a) Names of successful applicants for a vacant job will be posted on the Job Posting Bulletin Board.
- (b) Unsuccessful applicants may apply to the Human Resources Department to request the reason for not being selected for the vacancy.
- (c) Successful applicants on a job posting will be moved to their new position within a reasonable period of time.
- (d) Should any long delay occur in transferring a successful job-posting applicant, the Union may bring the matter up for discussion at a Union Management meeting.
- (e) Any employee accepted on a job posting will be credited with any service previously

spent, since last date of hire, in the job awarded.

- (f) (1) Employees in a four (4) month classification accepted to a higher four (4) month classification will retain their rate of pay or receive the start rate of the new classification whichever is higher. Upon completion of four (4) months in a four (4) month classification, the employee will receive the job rate of the classification.
- (2) Employees in a four (4) month classification accepted into a twenty- seven (27) month classification will either start at the six (6) month rate of pay or retain their current rate of pay whichever is higher, provided the employee has completed a minimum of four (4) months of service with the Company.
- (3) Employees in a twenty-seven (27) month classification accepted into another twenty-seven (27) month classification will maintain their rate of pay.
- (4) Class "A" Adjusters or Operators in those classifications requiring a twenty-seven (27) month training period accepted on a job posting for a Ruling Equipment Adjuster Helper (P.500) (P.543), Ruling Equipment Adjuster Trainee or Envelope Fold Adjuster Trainee will move to the position in the new classification as, follows:

<b>Classification</b>	<b>Rule Machine</b>	<b>Envelope Fold</b>
File Fold Equipment Adj.	24 Months	24 Months
Bookbinding Equipment Adj.	24 Months	12 Months
Padding Equipment Adj.	24 Months	12 Months
Spiral Bind Equipment Adj.	24 Months	12 Months
Wrapping Equipment Adj.	12 Months	24 Months
Guillotine Operator	12 Months	12 Months

However, employees moved under this section will not have their rate of pay reduced when moved to the new classification.

- (5) Employees accepted into a forty-eight (48) month classification from another forty-eight (48) month classifications would have their rate of pay decided by mutual agreement between the Company and the Union.
- (6) Employees accepted on a job posting to a lower paid classification will move to the eighteen (18) month rate of a twenty-seven (27) month classification, and to the four (4) month rate of a four (4) month classification.

#### **10.6 Trial Period**

- (a) Successful applicants will be on trial for a period not to exceed sixty (60) days at work, after which time they will be confirmed in their new position.
- (b) Any employees who prove to be unsatisfactory during their trial period or ask to be returned to their former classification during their trial period will be returned to their former classification and department at their former rate of pay, as will others who were



transferred or promoted by reason of the employee's successful application.

- (c) An employee returned to a former classification under this Clause is subject to the seniority and transfer provisions of the Collective Agreement.

#### **10.7 Restrictions on Successful Applicants**

- (a) Employees accepted on a job posting cannot apply for another posted job until completion of six months in the job awarded, with the exception of those employees accepted into a job classification with a four (4) month job rate, in which case the waiting period shall be sixty (60) days.
- (b) An employee who is returned from a job posting to the employee's former classification cannot apply for another posted job until completion of sixty (60) working days after date of return to the employee's former classification.

#### **10.8 Changes in Job Postings**

- (a) The Company before posting a job opening that has not previously been posted will discuss with the Union the qualifications essential for selection.
- (b) Any changes in original qualification requirements will first be discussed with the Union before being posted.
- (c) The Union shall also maintain the right to initiate discussion on qualification requirements.
- (d) If a new job is established, or an existing job is significantly changed, during the life of this Collective Agreement the Company shall meet with the Union to mutually discuss the classification, qualifications and hourly rate of pay.

### **ARTICLE 11 BULLETIN BOARDS**

- 11.1 (a) The Company will furnish the Union with a bulletin board at each location for posting Union notices and official papers.
- (b) Notices will be posted only by official authorized Union representatives and will be in keeping with the spirit and intent of this Agreement.

### **ARTICLE 12 SAFETY AND HEALTH**

#### **12.1 Company's Responsibilities**

- (a) The Company will make reasonable provision for the safety and health of its employees during the hours of their employment.
- (b) Such protective devices as the Company requires to be worn and other equipment, which, in the opinion of the Company, is necessary to protect the employee from injury, shall be provided by the Company.

## **12.2 Safety Committee**

- (a) The Joint Health and Safety Committee will be comprised of eight (8) persons four (4) appointed from the Union and four (4) appointed from the Company.
- (b) The Joint Health and Safety Committee will meet monthly and at such other times as may be necessary.

## **12.3 Investigation of Accidents**

- (a) In the event of a complaint involving the safety of members of the Local Union, a Union Safety Representative or alternate, will be allowed to investigate the complaint with the Safety Officer.
- (b) When the Safety Officer investigates an accident, one of the Union appointed members of the Safety Committee will be in attendance
- (c) Copies of the Safety Officer's report of the accident will be provided to all members of the Safety Committee.

## **12.4 Cost of Safety Equipment**

- (a) The Company will pay the cost of safety shoes, to a maximum of \$75.00, of a type normally worn by an employee outside Company employment.
- (b) Employees will be limited to one (1) pair of safety shoes per calendar year with the exception of the Ruling, Building Maintenance, Warehouse and Maintenance Machinist classifications who will be limited to two (2) pair per calendar year.
- (c) Safety footwear must be purchased through a Company approved source.
- (d) The Company will pay the full cost of the difference between standard lenses and safety lenses for prescription glasses.

## **12.5 Unsafe Equipment**

- (a) No employee will be disciplined for exercising their right to refuse unsafe work as per the Ontario Health and Safety Act.

# **ARTICLE 13            TEMPORARY TRANSFERS**

## **13.1 Temporary Transfers**

- (a) When an employee is transferred temporarily the employee shall be paid at the rate of the job to which the employee is transferred or the employee's own occupational rate, whichever is greater, except that no change in rate shall be made if the transfer is for less than two (2) hours.
- (b) When a temporary transfer, from one classification to another exceeds twenty (20) working days the Company will, upon request, discuss with the Union the reasons why

the temporary transfer should continue.

- (c) When a temporary transfer occurs from a lower classification to a higher classification, the employee in the lower classification with the most seniority will be given the first option of transferring to the higher classification.
- (d) When a temporary transfer out of seniority occurs between permanent shifts, the temporary transfer shall be limited to twenty (20) working days. Such temporary transfers shall only be made when the employee who should have been transferred, according to seniority, cannot perform the duties required on the shift to which the employee would be transferred.

### **13.2 Maintenance of Crews**

- (a) The Company however, has the right to maintain at all times crews that are fully capable of performing the jobs required.

## **ARTICLE 14 LEAVE OF ABSENCE**

- (a) Leave of absence without pay for legitimate personal reasons may, at the discretion of management, be granted without loss of seniority, provided that an application is made in writing. Such leave will not be unreasonably withheld.

## **ARTICLE 15 BEREAVEMENT LEAVE**

### **15.1 Bereavement Leave**

- (a) When death occurs to an employee's spouse or child, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular time base rate for up to, but not exceeding, five (5) consecutive scheduled working days lost in the (7) day period beginning with the date of death.
- (b) When death occurs to an employee's mother or father, brother or sister, mother-in-law or father-in-law, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather and grandchildren, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time base rate for up to, but not exceeding, three (3) consecutive scheduled working days lost in the six (6) day period beginning with the date of death.
- (c) When death occurs to an employee's brother-in-law, or sister-in-law the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time base rate for one (1) scheduled working day lost in the five (5) day period beginning with the date of death.
- (d) Should a death occur to a relative listed in this Article while the employee is on

vacation, the employee will be allowed the applicable time off with pay as provided by (a), (b), and (c) above. The time off will be at a date mutually satisfactory to the employee and the employee's supervisor.

#### **ARTICLE 16 LEAVE FOR JURY OR SUBPOENAED WITNESS DUTY**

- (a) The Company shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or Subpoenaed witness in any court.
- (b) The Company shall pay such employee the difference between the employee's normal earnings and the payment the employee received for Jury service or Subpoenaed Witness service, excluding payment for travelling, meals or other expenses.
- (c) The employee will present proof of services and attendance and the amount of pay and expenses received.
- (d) Employees who are required to serve as Jurors or as a Subpoenaed Witness during the day will not be required to work on an afternoon shift after serving on a Jury or as a Subpoenaed Witness, neither would they be required to work on a midnight shift prior to serving on a Jury or as Subpoenaed Witness.

#### **ARTICLE 17 AUTOMATION AND TECHNOLOGICAL CHANGE**

- 17.1**
- (a) The Company will advise the Union, as soon as possible, and, in any case not less than sixty (60) days before the introduction thereof of any major new equipment installation or change in existing equipment which will result in significant changes in the employment status of employees.
  - (b) The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.
  - (c) In the application of this Article, Clause 7.6 and 7.8 of Article 7 shall be used as a means of lessening the adverse effects on employees laid-off or transferred as a result of automation.
  - (d) An employee with one (1) year's continuous employment who is demoted to a lower paid job because of changes covered in the previous paragraphs, will receive the rate of pay for the employee's permanent job at the time of demotion for a period of six (6) months.
  - (e) After the period of six (6) months in (a) above, an adjusted rate of pay *will* be established for a further six (6) months. This adjusted rate of pay will be midway between the employee's rate of pay at time of demotion and the rate of pay for the

employee's new job.

- (f) At the end of the above twelve (12) month period, the rate of pay for the employee's new job will apply.
- (g) Employees laid off as a result of Automation or Technological Change shall receive a severance allowance of one (1) weeks' pay for each full year of service to a maximum of twenty-six (26) weeks' pay. The calculation of a week's severance pay shall be forty (40) times the employee's highest classified rate of pay during the twelve (12) month period immediately prior to layoff. To receive such severance pay an employee must forego all rights he/she would otherwise have to be recalled to active employment with the Company. Any such severance payments are inclusive of any applicable legislated severance pay provisions. Finally, this Article 17 (g) does not apply to employees electing to be laid off pursuant to Article 7.6 (b)(4).

## **ARTICLE 18            PLANT RULES**

- 18.1 (a) The plant rules as posted on Company bulletin boards as of January 1, of the year of signing this Collective Agreement, and supplied to the Union Executive will remain in effect during the life of this Collective Agreement.
- (b) The Company will discuss any changes or additions, to these rules with the Union prior to their implementation.

## **ARTICLE 19            SEVERANCE ALLOWANCE**

- 19.1 (a) Should the Company decide to permanently close the plant, and thereby terminate the service of employees, such employees who are terminated will be entitled to severance allowance, subject to the provisions of this Article.
- (b) An employee must have at least three years of continuous service with the Company to be eligible for any severance allowance.
- (c) Eligible employees will be entitled to one (1) week of severance pay for each completed year of continuous service with the Company to a maximum of 26 weeks.
- (d) A week's severance allowance shall be forty (40) times the employee's regular hourly rate of pay at time of employee's termination.
- (e) Acceptance of severance pay by the employee will terminate his status as an employee.
- (e) The amounts shown in Clause (c) are inclusive of any government legislation covering

plant closings.

**ARTICLE 20            SCHEDULES**

**20.1**    The following schedules are included herein and form part of the Agreement:

Schedule A	Wage Schedule
Schedule B	Shift Premiums, Lead Hands, Call-in Pay, Reporting Pay, Meal Allowance, Coveralls.
Schedule C	Hours of Work, Overtime, Steady Shifts, Shift Schedules
Schedule D	Group Benefits - Medical, Hospital, Group Life Insurance, Vision Care, Weekly Indemnity Insurance, Physician's Charges, Pension, Drug and Dental Plans, Long Term Disability
Schedule E	Vacations
Schedule F	Paid Holidays
Schedule G	Job Classifications
Schedule H	Letters of Intent

**ARTICLE 21            DURATION OF AGREEMENT**

- 21.1**    (a) This agreement shall be in effective from January 1, 1999 and shall remain in force until December 31, 2001 inclusive and unless either party gives to the other party a written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect without change from year to year hereafter until terminated in the manner herein provided.
- (b) Notice that amendments are required, or that either party intends to terminate the Agreement shall be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date, or anniversary date in the event of any subsequent yearly extension as provided above.
- (c) If notice of amendment or of termination is given by either party the other party agrees to meet within fifteen (15) days after receipt of such notice for the purpose of negotiations, or within such further periods as the parties agree upon after receipt of such notice for the purpose of negotiations.

**Dated at Toronto, Ontario this 15<sup>th</sup> day of April, 1999.**

**Hilroy - A Mead Company**

**The Communications, Energy and  
Paperworkers' Union And Its Local 1144**

John Herd

Carlo Summaria

Dave Cochrane

Paul Moulton

Linda Sauer

Arlene Talbot

Mario Santos

D. McLaughlin

Robert Smart

**ARTICLE 22 – SCHEDULE A WAGE RATES  
Effective January 1, 1999**

Classifications	Code	Start	4 Month
Utility	106	\$ 12.96	\$ 12.96
General Help	102	\$ 11.99	\$ 15.93
Counter/Inserter	122	\$ 11.99	\$ 16.71
Machine Operator	142	\$ 11.99	\$ 16.71
Env. Fold Machine Operator	172	\$ 14.17	\$ 17.11
Collating Machine Adj. Operator	146	\$ 14.54	\$ 17.64
Building Maintenance Labourer	152	\$ 14.54	\$ 17.64
Porter	182	\$ 14.64	\$ 17.64
Baler Operator	202	\$ 14.64	\$ 18.19
Order Picker	212	\$ 14.64	\$ 18.19
Receiver	222	\$ 14.64	\$ 18.19
Warehouse Person	232	\$ 14.64	\$ 18.19
Hoist Truck Operator	242	\$ 14.64	\$ 18.19
Clamp Truck Operator	272	\$ 14.88	\$ 18.73
Punching Equip. Operator	276	\$ 14.88	\$ 18.73
Truck Driver	252	\$ 15.35	\$ 18.73

Classifications	Code	Start	6 Month	18 Month	27 Month
File Fold Equip. Adj. Operator	284	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Bookbinding Equip. Adj. Set-up	294	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Padding Equip. Adj. Set-up	304	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Spiral Binding Equip. Adj. Set-up	314	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Wrapping Equip. Adj. Operator	324	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Guillotine Operator	344	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94

Ruling Equip. Adj. Helper P500	354	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Ruling Equip. Adj. Helper P543	354	\$ 17.42	\$ 17.96	\$ 18.90	\$ 19.94
Kieffel Equipment Adjuster Operator	298	\$ 17.42	\$ 17.96	\$ 18.90	\$ 20.33
Prong & Eyelet Machine Adj. Operator	319	\$ 17.42	\$ 17.96	\$ 18.90	\$ 20.33

Classifications	Code	Start	12 Month	24 Month	36 Month	48 Month
Ruling Equip. Adj. Operator	365	\$ 18.10	\$ 19.14	\$ 19.94	\$ 20.72	\$ 22.41
Env. Fold Equip. Adj. Set-up	375	\$ 18.10	\$ 19.14	\$ 19.94	\$ 20.72	\$ 22.41
Electrical Industrial	385	\$ 18.81	\$ 20.17	\$ 21.02	\$ 21.88	\$ 23.46
Machinist Maintenance	395	\$ 18.81	\$ 20.17	\$ 21.02	\$ 21.88	\$ 23.46
Stationary Engineer	411	\$ 23.46				
Electrician Electronics	441	\$ 24.49				

**ARTICLE 22 – SCHEDULE A WAGE RATES  
Effective January 1, 2000**

Classifications	Code	Start	4 Month
Utility	106	\$ 13.35	\$ 13.35
General Help	102	\$ 12.35	\$ 16.41
Counter/Inserter	122	\$ 12.35	\$ 17.21
Machine Operator	142	\$ 12.35	\$ 17.21
Env. Fold Machine Operator	172	\$ 14.60	\$ 17.62
Collating Machine Adj. Operator	146	\$ 14.98	\$ 18.17
Building Maintenance Labourer	152	\$ 14.98	\$ 18.17
Porter	182	\$ 15.08	\$ 18.17
Baler Operator	202	\$ 15.08	\$ 18.74
Order Picker	212	\$ 15.08	\$ 18.74
Receiver	222	\$ 15.08	\$ 18.74
Warehouse Person	232	\$ 15.08	\$ 18.74
Hoist Truck Operator	242	\$ 15.08	\$ 18.74
Clamp Truck Operator	272	\$ 15.33	\$ 19.29
Punching Equip. Operator	276	\$ 15.33	\$ 19.29
Truck Driver	252	\$ 15.81	\$ 19.29

Classifications	Code	Start	6 Month	18 Month	27 Month
File Fold Equip. Adj. Operator	284	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Bookbinding Equip. Adj. Set-up	294	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Padding Equip. Adj. Set-up	304	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Spiral Binding Equip. Adj. Set-up	314	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Wrapping Equip. Adj. Operator	324	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Guillotine Operator	344	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Ruling Equip. Adj. Helper P500	354	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Ruling Equip. Adj. Helper P543	354	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.54
Kieffel Equipment Adjuster Operator	298	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.94
Prong & Eyelet Machine Adj. Operator	319	\$ 17.94	\$ 18.50	\$ 19.47	\$ 20.94



<b>Classifications</b>	<b>Code</b>	<b>Start</b>	<b>12 Month</b>	<b>24 Month</b>	<b>36 Month</b>	<b>48 Month</b>
Ruling Equip. Adj. Operator	365	\$ 18.64	\$ <sup>1</sup> 19.71	\$ 20.54	\$ 21.35	\$ 23.09
Env. Fold Equip. Adj. Set-up	375	\$ 18.64	\$ 19.71	\$ 20.54	\$ 21.35	\$ 23.09
Electrical Industrial	385	\$ 19.37	\$ 20.77	\$ 21.65	\$ 22.53	\$ 24.17
Machinist Maintenance	395	\$ 19.37	\$ 20.77	\$ 21.65	\$ 22.53	\$ 24.17
Stationary Engineer	411	\$ 24.17				
Electrician Electronics	441	\$ 25.23				

**ARTICLE 22 – SCHEDULE A WAGE RATES**  
**Effective January 1, 2001**

<b>Classifications</b>	<b>Code</b>	<b>Start</b>	<b>4 Month</b>
Utility	106	\$ 13.75	\$ 13.75
General Help	102	\$ 12.72	\$ 16.90
Counter/Inserter	122	\$ 12.72	\$ 17.72
Machine Operator	142	\$ 12.72	\$ 17.72
Env. Fold Machine Operator	172	\$ 15.04	\$ 18.15
Collating Machine Adj. Operator	146	\$ 15.43	\$ 18.72
Building Maintenance Labourer	152	\$ 15.43	\$ 18.72
Porter	182	\$ 15.53	\$ 18.72
Baler Operator	202	\$ 15.53	\$ 19.30
Order Picker	212	\$ 15.53	\$ 19.30
Receiver	222	\$ 15.53	\$ 19.30
Warehouse Person	232	\$ 15.53	\$ 19.30
Hoist Truck Operator	242	\$ 15.53	\$ 19.30
Clamp Truck Operator	272	\$ 15.79	\$ 19.87
Punching Equip. Operator	276	\$ 15.79	\$ 19.87
Truck Driver	252	\$ 16.28	\$ 19.87

<b>Classifications</b>	<b>Code</b>	<b>Start</b>	<b>6 Month</b>	<b>18 Month</b>	<b>27 Month</b>
File Fold Equip. Adj. Operator	284	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Bookbinding Equip. Adj. Set-up	294	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Padding Equip. Adj. Set-up	304	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Spiral Binding Equip. Adj. Set-up	314	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Wrapping Equip. Adj. Operator	324	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Guillotine Operator	344	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Ruling Equip. Adj. Helper P500	354	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Ruling Equip. Adj. Helper P543	354	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.16
Kieffel Equipment Adjuster Operator	298	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.57
Prong & Eyelet Machine Adj. Operator	319	\$ 18.48	\$ 19.06	\$ 20.05	\$ 21.57

<b>Classifications</b>	<b>Code</b>	<b>Start</b>	<b>12 Month</b>	<b>24 Month</b>	<b>36 Month</b>	<b>48 Month</b>
Ruling Equip. Adj. Operator	365	\$ 19.20	\$ 20.30	\$ 21.16	\$ 21.99	\$ 23.78
Env. Fold Equip. Adj. Set-up	375	\$ 19.20	\$ 20.30	\$ 21.16	\$ 21.99	\$ 23.78
Electrical Industrial	385	\$ 19.95	\$ 21.40	\$ 22.30	\$ 23.21	\$ 24.89
Machinist Maintenance	395	\$ 19.95	\$ 21.40	\$ 22.30	\$ 23.21	\$ 24.89
Stationary Engineer	411	\$ 24.89				
Electrician Electronics	441	\$ 25.99				

**ARTICLE 23      SCHEDULE B –**  
**Shift Premiums, Lead Hands, Call-in Pay, Reporting Pay, Meal Allowance, Coveralls**

**23.1 Shift Premiums**

- (a) A shift differential of fifty-five cents (55¢) on the afternoon shift and sixty-five cents (65¢) on the midnight shift shall be paid to employees on shift work.
- (b) Shift differentials will be shown separately on all rate schedules.
- (c) No overtime in any case, will be paid on adjustments based on a percentage of rates, these shift differentials will be excluded before percentage is applied.

**23.2 Hours For Which Shift Premiums Are To Be Paid**

- (a) Day Shift  
No shift premium for hours worked before 7:00 a.m.  
No shift premium for hours worked between 7:00 a.m. and 3:00 p.m.  
No shift premium for hours worked after 3:00 p.m.
- (b) Afternoon Shift  
55¢-shift premium for hours worked before 3:00 p.m.  
55¢-shift premium for hours worked between 3:00 p.m. and 11:00 p.m.  
55¢-shift premium for hours worked after 11:00 p.m.
- (c) Night Shift  
65¢-shift premium for hours worked before 11:00 p.m.  
65¢-shift premium for hours worked between 11:00 p.m. and 7:00 a.m.  
65¢-shift premium for hours worked after 7:00 a.m.

**23.3 Lead Hands**

- (a) When an employee is designated by the Company to be a Lead Hand, the employee shall receive 70¢ per hour in addition to the employee's regular rate.
- (b) When such determinations are being made the Company will take into consideration length of continuous service of the employee in the department affected.
- (c) Lead Hand rates shall be incorporated into the employee's regular hourly rate for overtime, paid holidays and vacations.
- (d) In addition to performing the regular duties of his/ her classification, a Lead Hand, under the authority of his/ her Supervisor, guides and directs the activity of a number of employees. The Lead Hand co-ordinates the flow of supplies, the exchange of information and the maintenance of equipment and machines. Assists supervision in all respects of employee training, safety, housekeeping and the efficient use of machines, equipment and materials. The foregoing cannot be construed in such a manner as to place the managerial prerogative to discipline within the scope of a Lead Hand's duties or remove from existing classifications the

duties calling for instruction and productive efficiency.

(e) Lead Hand classification shall not affect other employees' Shift Scheduling rotations.

**23.4 Call-in Pay**

(a) An employee, who has already left the premises of the Company after the completion of the employee's shift and is called in for emergency work, shall receive the minimum of four (4) hours pay at the employee's regular hourly rate of pay or the applicable overtime rate as outlined in Schedule C, Article 24.

**23.5 Reporting Pay**

(a) An employee reporting for work, unless previously notified not to report, shall receive a minimum of four (4) hours pay or alternative work at the employee's regular hourly rate.

(b) This will not apply if the reason for not providing work to the employee is beyond the Company's control for such reasons as fire, flood, storm or failure of utilities and in such instances a reasonable effort will be made to notify employees in advance of their reporting time.

**23.6 Meal Allowance**

(a) Employees who work more than two (2) hours beyond the end of their shift and were not notified they would be required to do so on their previous shift will receive \$6.50 compensation from the Company.

**23.7 Coveralls**

(a) Coveralls will be provided by the Company to all employees in the Manufacturing area.

(b) The laundering of such coveralls will be paid by the Company.

**23.8 Premiums**

The following premium will apply when an employee performs the function listed:

Tinting/Folder Gluer/ "Clear Front" .38¢

**ARTICLE 24**

**SCHEDULE C  
Hours Of Work, Overtime, Steady Shifts, Shift Schedules**

**24.1 Hours of Work**

(a) The normal workweek for employees shall be five (5) days and a total of forty (40) hours.

- (b) The regular hours of work for all employees shall be eight (8) hours per day. Monday to Friday inclusive.
- (c) The regular work shift shall be eight (8) hours per day as follows:
  - Day Shift: 7:00 a.m. to 3:00 p.m.
  - Afternoon Shift: 3:00 p.m. to 11:00 p.m.
  - Night Shift: 11:00 p.m. to 7:00 a.m.
- (d) A twenty (20) minute paid lunch break will be taken during each shift.
- (e) An exception to the above shall be the Truck Drivers whose regular hours of work shall be 7:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch period.
- (f) A paid relief period of ten (10) minutes will be allowed during the first half shift.
- (g) The above hours of work may be changed by mutual agreement between the Company and the Union.

#### **24.2 Overtime**

- (a) All employees will be paid one and one half (1 1/2) times the employee's regular rate for the first three (3) hours worked in excess of eight (8) hours per day or shift Monday to Friday inclusive and for the first three (3) hours worked on Saturday and double (2) the employee's regular rate will be paid for any time worked in excess of eleven (11) hours per day or shift Monday to Friday inclusive, in excess of three (3) hours worked on Saturday and anytime worked on Sunday.
- (b) It is mutually agreed that overtime shall be distributed equally on a rotating basis, by seniority, amongst all the employees regularly working within the classification in the department and taking into consideration the qualifications of the employees for the work to be done and the efficient operation of the department.
- (c) For the purpose of equal distribution the Company shall keep up to date posted records of all overtime opportunities on a monthly basis. Any employee not being available for work or refusing an overtime opportunity within their classification shall have the offered opportunity recorded as an opportunity worked. The Company will endeavour at all times to give as much notice as possible when requesting employees to work overtime.
- (d) When an employee accepts to work overtime, the employee will be expected to report at the time specified.
- (e) Should the Company be unable to fill overtime requirements from within the department all other employees in the bargaining unit in the classifications of General Help, Utility, Counter Inserter, Machine Operator and Envelope Fold Machine Operator shall be offered the overtime work on an equal basis based on their plant seniority and their ability to perform the work.

#### **24.3 Steady Shifts**

- (a) When a permanent opening occurs on the first shift within a department that has a steady first, second and/or third shift, employees on the steady second shift will be given the choice of moving to the steady first shift.
- (b) The employee with the most plant seniority on the steady second shift will be given first choice and then preference will be given in descending order of seniority.
- (c) When a permanent opening occurs on the second shift within a department that has a steady first and/or third shift, employees on the steady third shift will be given the choice of moving to the steady second shift.
- (d) The employee with the most plant seniority on the steady third shift will be given first choice and then preference will be given in descending order of seniority.
- (e) If an employee is to be permanently moved from a steady first shift to a steady second shift, the employee with the least plant seniority will be the employee moved.
- (f) However, the Company will consider, by seniority, employees who volunteer to be moved to second or third shifts.
- (g) If an employee is to be permanently moved from a steady second shift to a steady third shift, the employee with the least plant seniority will be the employee moved. However, the Company will consider, by seniority, employees who volunteer to be moved to second or third shifts.
- (h) The foregoing only applies to permanent moves within the same classification and will not oblige the Company to train or familiarize employees to accommodate their desires to select a shift of their preference, neither will the Company be obligated to move employees to a shift of their preference, if such a move impedes the operations of the Company.
- (i) This provision applies to the following classifications only: General Help, Utility, Machine Operator, Envelope Fold Operator and Collating Machine Operator.

#### **24.4 Shift Schedules**

- (a) Schedules for shift workers should be posted no later than the Thursday prior to shift commencement.

### **ARTICLE 25 SCHEDULE DGROUP BENEFITS**

**Medical and Hospital Insurance, Group Life Insurance Plan, Weekly Indemnity Plan, Physician's Charges, Pension Plan, Drug Plan, Dental Plan, Vision Care and Long Term Disability Plan**

#### **25.1 Medical and Hospital Insurance**

- (a) The Company will make available to employees semi-private hospital coverage.

- (b) The premiums for semi-private hospital coverage will be paid by the Company
- (c) Hearing aid coverage will be provided on the basis of \$400 once every five (5) years.
- (d) Orthotics and orthopedic shoes will be provided on the basis of \$450 per 24 months.

## **25.2 Group Life Insurance Plan**

- (a) The Company will make available to employees a group Life Insurance Plan that provides for an employee's designated beneficiary to receive a maximum benefit as listed in the event of death by natural causes and double the amount shown in the case of accidental death:
  - \$32,000 effective the first of the month following date of ratification;
  - \$33,000 effective January 1, 2000
  - \$34,000 effective January 1, 2001.
- (b) The Company agrees to make Dependents' Life Insurance Coverage available for an employee's spouse and family.
- (c) Application must be made at the time of eligibility, or within thirty (30) days of marriage.
- (d) Effective the first of the month following ratification, the amount of coverage for an employee's spouse is \$5,000 and \$3,000 for each child.
- (e) The premiums for Group Life Insurance will be paid by the Company.
- (f) Retiree Insurance - The Company will make available to employees who retire, a Group Life Insurance Plan that would provide for a retiree's designated beneficiary to receive \$2,000 upon death of the retiree.

## **25.3 Weekly Indemnity Plan**

- (a) A Weekly Indemnity Plan will be available to employees.
- (b) Benefits will be sixty-six and two thirds (66.67%) of the employees weekly earnings based on forty (40) times the employee's straight time rate, with a maximum benefit of \$475 per week. In no case shall the benefit payable pursuant to this Plan fall below the level required to qualify for the UIC premium rebate referred to in Section (d).
- (c) The benefits will commence on the first (1st) day in case of a non-compensable accident, and the first (1st) day of admittance to a hospital and the fourth (4th) day of

sickness and will be for a period not exceeding twenty-six (26) weeks duration. These qualifying periods are to be administered on a 5 working day administration (i.e. weekends excluded).

- (d) The five-twelfths (5/12) rebate of Unemployment Insurance Commission Premiums payable to the employees under Government Legislation will be retained by the Company and applied toward the added benefits included in this Agreement.
- (e) The Company and Union agree that Weekly Indemnity Insurance claims-control is in the best interest of the employees and the Company.
- (f) The premiums for the Weekly Indemnity Plan will be paid by the Company.

#### **25.4 Long Term Disability**

- (a) The Company will pay the premium cost of a Long Term Disability Plan. LTD commences after 26 weeks on Weekly Indemnity and the benefit is equal to 55% of weekly wages up to a maximum of \$1,900. The benefit period is until recovery, age 65, retirement or death.
- (b) If requested, the Company may make advance payments to an employee when an employee experiences excessive delays in receiving weekly indemnity and long term disability benefits. To be eligible for the above, the employee must have properly completed the appropriate forms in a timely manner. The Company will be reimbursed by the claimant for any advance payments made prior to notification of the adjudication of the claim. If the claim is denied, advance payments not repaid by the claimant within thirty (30) days following receipt of notification by the Company of such denial, will be recovered by the Company from the claimant's normal pay.

#### **25.5 Physician's Charges**

- (a) The Company will pay up to \$15.00 to cover charges made by physician for completing a Weekly Indemnity Claim form.

#### **25.6 Pension Plan**

- (a) The Hilroy Pension Plan in effect during the 1983-84 Collective Agreement will remain in effect for all employees who retire from January 1, 1985 to January 1, 1987 with the following exceptions:
- (b) Effective for eligible employees who retire on or after the April 13, 1985, the Bridging Supplement is sixteen (16) dollars per month of continuous service (maximum 30 years). Effective January 1, 1997 the Bridging Supplement is increased to eighteen (18) dollars and effective January 1, 1998 it is further increased to twenty (20) dollars per month.
- (c) For employees who retire on or after January 2, 1987 the annual amount of pension payable will equal 1.65% of Final Average Earnings over an employee's best five years,



multiplied by credited service minus an amount equal to one thirty-fifth of CPP benefits (to a maximum of twenty-eight thirty-fifths), times credited service since January 1, 1966.

(1.65 FAE x credited service - 1/35 CPP (Max 28/35) x credited service since January 1 1966.)

- (d) Contributions by the employees to the Hilroy Pension Plan are as follows:

Effective July 1, 1999	2.5% of pensionable earnings.
Effective January 1, 2001	3.0% of pensionable earnings.
- (e) Employees who retire on or after January 2, 1987 will receive the greater of pension benefits under the prior Plan and Pension benefits under the revised Plan.
- (f) All employees hired after May 1, 1977 must, as a condition of employment, join the Hilroy Pension Plan on the first day of January following attainment of three (3) years of service.
- (g) Effective the first of the month following the date of ratification and will be for all employees who become disabled after that date:

Employees absent from work due to being on weekly indemnity or WCB shall be allowed to make their pension contributions either during the absence or upon their return to work so long as such contributions are made by the end of each calendar year. The Company shall recognize their credits during the periods for which they contribute. It is the responsibility of the employee to notify the Company of their intentions to make the above contributions.

Employees in receipt of Company long term disability benefit shall have their pension credits maintained during this period of absence.

## **25.7 Drug Plan**

- (a) The Company will provide a Drug Plan for employees with twenty dollars (\$20.00) deductible for the Family Plan and ten dollars (\$10.00) deductible for the Single Plan.
- (b) The premiums for the Drug Plan will be paid by the Company.
- (c) The drug plan maximum benefit will be \$3,000 per calendar year effective the first of month following the date of ratification of the collective agreement. Effective January 1, 1997, the maximum benefit is increased to \$6,000 provided employees agree to use the Company's provider of choice for all drugs except urgently needed prescriptions.

The Company and the Union executive will work together to implement the provider of choice program for the mutual benefit of employees and Company.

## 25.8 Dental Plan

- (a) The Company will provide a Dental Plan for employees.
- (b) This Dental Plan will be equivalent of the Blue Cross Type Plan #7 with Riders #1, 2 & 3, with fifty percent (50%) co-insurance on Riders 2 & 3.
- (c) The Ontario Dental Association Schedule of Fees will be applied as follows:

1998 ODA Fees	Effective first of month following ratification
1999 ODA Fees	Effective January 1, 2000
2000 ODA Fees	Effective January 1, 2001
- (d) Costs to employees for the Plan will be limited to one dollar (\$1.00) per month for an employee with single coverage and four dollars (\$4.00) per month for an employee with family coverage.
- (e) The Company will pay the balance of the premium costs for the Plan.
- (f) Laid-off employees will be covered by the terms of the Plan until the end of the month following the month in which lay-off occurs.
- (g) The lifetime maximum for orthodontic services is \$1,000.

## 25.9 Vision Care

- (a) The Company will provide a Vision Care program on the following basis:
  - (b) To be eligible an employee must have six (6) months' continuous service with the Company.
  - (c) Effective the first of the month following ratification, the Plan will provide up to \$175.00 once every twenty-four months for each eligible employee and his/her dependent(s) for the purchase of prescription eye glasses (including contact lenses) when recommended by a physician or optometrist.

## 25.10 Eligibility

- (a) Employees will be eligible for Life Insurance, Weekly Indemnity, Long Term Disability and the Drug and Dental Plans after the completion of three months' service since last date of hire.

## 25.11 Termination of Benefits

### (a) Terminated Employees

Employees terminated for any reason will have all benefits terminated as of the date of termination of employment.

### (b) Laid-off Employees

- (1) Laid-off employees will have Group Life Insurance, and Drug Plan payments paid for until the end of the month in which lay-off occurs and coverage will cease on that date.
  - (2) Weekly Indemnity and Long-Term Disability coverages cease on date of lay-off.
  - (3) Dental Plan benefits will be available until the end of the month following the month in which lay-off occurs.
- (c) **Sick or Disabled Employees**  
Sick or disabled employees will receive Group Life Insurance, Drug and Dental Plan benefits until the date of recovery.
- (d) **Leave of Absence**
- (1) Employees on a leave of absence in excess of four (4) weeks will be covered by, and will be required to prepay, the full premiums for all benefit coverage excluding Weekly Indemnity and Long Term Disability.
  - (2) Weekly Indemnity and Long Term Disability benefits will terminate at commencement of leave of absence.
  - (3) Failure to prepay any of the premiums for benefit coverage will result in the termination of benefit coverage as in (2) above.
- (e) **Retiree Benefits**  
Benefits covering employees who retire before age 65, and a minimum of 60 years of age on the payroll on January 1<sup>st</sup>, 1996 will be extended to age 65. The benefits covered will be Major Medical (i.e. semi-private hospital, drugs, vision) and Dental.

## **ARTICLE 26                    SCHEDULE EVACATIONS**

### **26.1    Vacation Entitlement**

- (a) The Company will grant vacations with pay on the following basis to all employees qualified for same under all of the provisions of this schedule.
- (b) The vacation year is January 1 to December 31.
- (c) Vacations must be taken in the applicable vacation year and cannot be accumulated.
- (d) Employees with less than one (1) full year of service as of January 1 will be entitled to receive, during the vacation year, one (1) day of vacation for each full month worked from date of hire to December 31 to a maximum of nine (9) days.
- (e) Employees with one (1) full year, but less than four (4) full years of continuous service

as of January 1 will receive two (2) weeks' vacation with pay during the vacation year.

- (f) Employees with four (4) full years, but less than nine (9) full years of continuous service as of January 1 will receive three (3) weeks' vacation with pay during the vacation year.
- (g) Employees with nine (9) full years, but less than twenty (20) full years of continuous service as of January 1 will receive four (4) weeks' vacation with pay during the vacation year.
- (h) Employees with twenty (20) or more years of continuous service as of January 1 will receive five (5) weeks vacation with pay during the vacation year. Employees with thirty (30) years or more service will be eligible for six (6) weeks' vacation with pay.
- (i) Employees who attain four (4) full years, nine (9) full years, twenty (20) full years or thirty (30) full years of continuous service during the vacation year will qualify for their third (3rd), fourth (4th), fifth (5th) and sixth (6th) week of vacation respectively upon attainment of their service anniversary date.

## **26.2 Vacation Pay**

- (a) Employees with less than one (1) full year of continuous service as of January 1 will receive four percent (4%) of all earnings received during the preceding calendar year.
- (b) For those employees with more than one (1) full year of continuous service as of January 1, each week of vacation pay will be calculated at two percent (2%) of gross earnings in the calendar year preceding the vacation year, or forty (40) hours' pay at employee's regular rate of pay at time of vacation, whichever is the greater, provided the employee has worked a minimum of six (6) months during the preceding year.
- (c) If the employee works less than six (6) months the percentage only *will* apply.
- (d) For the purpose of vacation pay, years of service shall include all time worked with the Company, save and except that an employee who has terminated from the Company shall lose all previous years of service should the employee be rehired at a later date.
- (e) Length of service will not be broken by an approved Leave of Absence of a Lay-off not exceeding fifteen (15) months.

## **26.3 Long Service Leave**

- (a) Employees hired before January 1, 1996 with twenty-five (25) or more years of continuous service will receive the following additional vacation the contract year in which they attain:

Age 60: 1 week's vacation  
Age 61: 2 weeks' vacation  
Age 62: 3 weeks' vacation

Age 63: 4 weeks' vacation  
Age 64: 5 weeks' vacation

- (b) This benefit does not apply to employees hired on or after January 1, 1996.

#### **26.4 Vacation Scheduling**

- (a) The Company will prepare a vacation schedule for the convenience of employees wherever possible and practical.
- (b) Vacation schedule will be maintained in each department.
- (c) The Company shall post a vacation schedule in each area as soon as possible in January where employees may request their vacation dates for the year.
- (d) Should an employee fail to select vacation dates by March 31, the employee may lose the right of selection to a junior employee. Employees requesting vacation prior to March 31 must have their vacation requests submitted to their supervisor by January 31. Employees requesting a vacation in January, must submit their request to their supervisor by December 15.
- (e) Employees shall submit their signed vacation requests in duplicate to their Supervisor who will sign the document as having received it.
- (f) The Supervisor's signature will not mean approval, only receipt of request.
- (g) The Supervisor will give the copy to the employee and retain the original.
- (h) When a vacation has been approved, the Supervisor shall confirm the employee's vacation dates in writing.
- (i) In cases covered by (c) above the written notice shall be given the employee by April 30.
- (j) When a choice of vacation is in dispute between two (2) or more employees, seniority will be the deciding factor.
- (k) Employees entitled to two (2), three (3), four (4), five (5) and six (6) weeks, vacation shall be entitled to take two (2) weeks of their vacation consecutively; their third (3rd), fourth (4th) fifth (5th) and six (6) weeks' vacation must be taken as work requirements permit and at the discretion of management and not likely to be consecutive with the first two (2) weeks, particularly during the months of June, July and August.
- (l) The Company shall have the final determination as to when each employee shall take the employee's vacation but will co-operate in an endeavor to arrange a mutually satisfactory time.

## **26.5 Vacation Pay on Lay-off or Termination**

- (a) Employees who are laid off will, at the time of lay-off, receive any vacation pay owed them from the previous calendar year (if they have not already taken their vacation) and will have the option to collect all vacation monies owing for the year in which they are laid off, or have such payments deferred to a later date within the vacation year following lay-off.
- (b) If any employee selects the deferred payment, vacation pay will be paid no later than twelve (12) months following date of lay-off.
- (c) Employees who are recalled from lay-off will not receive any additional vacation pay for the period worked prior to their lay-off.
- (d) On termination of employment, employees will receive any vacation pay owed them from the previous calendar year (if they have not already taken their vacation) plus four (4), six (6), eight (8), ten (10), or twelve (12) percent of earnings, depending on years of service (plus any long service leave pay owed), from January 1 of the year in which they are terminated to date of termination.

## **ARTICLE 27 SCHEDULE F PAID HOLIDAYS**

### **27.1 Paid Holidays**

- (a) An employee shall receive eight (8) hours' pay at the employee's regular straight time rate for the holidays set forth in Clause (h), provided that the employee has completed the probationary period and has worked on the employee's last scheduled work shift prior to, and has worked on the employee's next scheduled work shift following the holiday(s). Only emergency work shall be carried out on Christmas and/or New Year's holidays.
- (b) An employee who is required to work on any of the holidays listed in Clause (h), shall be paid at two (2) times the employee's regular rate for all hours so worked, and in addition shall receive holiday pay if entitled to the payment provided in Clause (a).
- (c) If the holiday occurs during an employee's vacation, the employee shall receive an additional day's vacation with pay to be taken at a date mutually satisfactory to the employee and the employee's supervisor.
- (d) An employee who is prevented by sickness, certified by a medical doctor's certificate, from working the employee's shift immediately prior to the holiday(s), or the employee's shift immediately following the holiday(s), will receive from the Company the difference between monies received by the employee from Weekly Indemnity payments for the holiday(s), and the amount which the employee would have been paid by the Company for the holiday(s) had the employee not been sick.
- (e) An employee who is prevented by sickness, certified by a medical doctor's certificate, from working the employee's shift immediately following the holiday(s), but who because of the waiting period is not eligible for Weekly Indemnity payments, will receive

full pay at straight time for such holidays as occur during the period of ineligibility.

- (f) To receive payments under Clauses (d) and (e) the employee must have worked at the same time in the thirty (30) day period immediately preceding the holiday(s).
- (g) If the employee is prevented by layoff from working the employee's shift immediately prior to the holiday(s) or the employee's shift immediately following the holiday(s), the employee will receive pay for the holiday(s) occurring during the lay-off, provided the employee was at work some time in the twenty (20) day period immediately prior to the holiday(s).
- (h) **Holidays** – The following are the paid holidays;
  - New Year's Day
  - Labour Day
  - Good Friday
  - Thanksgiving
  - Easter Monday
  - Christmas Eve
  - Victoria Day
  - Christmas Day
  - Canada Day
  - Boxing Day
  - Civic Holiday
  - New Year's Eve
- (k) All the above holidays shall be a 24 hour shutdown.
- (l) Any of the above holidays may be changed by mutual agreement between the Company and the Union.

**ARTICLE 28                      SCHEDULE G                      JOB CLASSIFICATIONS**

**28.1    General**

- (a) Listed in this schedule are those classifications for which an employee may be trained.
- (b) Failure on the Company's part to provide an employee with the opportunity to be trained on all types of machines in the employee's classification will not be used to the detriment of the employee.
- (c) Failure on the employee's part to reach the standards spelled out in the employee's job classification will not be used to the detriment of the Company.
- (d) Adjuster classifications from which the word operate or operator have been omitted or deleted, does not mean that the adjuster may not be called upon to operate equipment on an occasional basis (past practice).
- (e) The intent is that adjusters will not become regular full time operators in order to take over duties normally performed by operators to the detriment of operators.

- 28.2** (a) General Help, Machine Operator, Counter/Inserter  
Requires a training and/or experience period of four (4) months. On completion of four (4) months' training, and/or experience in one of these classifications is able to, and does, perform the duties of one of these classifications in an efficient and skilled manner, assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

For employees hired after January 1, 1996, the General Help and Machine Operator classifications are combined into one classification called Utility.

- (b) Building Maintenance Labourer, Envelope Fold Machine Operator, Porter, Baler Operator, Order Picker, Receiver, Warehouse person, Hoist Truck Operator, Truck Driver, Clamp Truck Driver, Collating Machine Adjuster Operator,  
Requires a training and/or experience period of four (4) months. On completion of four (4) months' training, and/or experience in one of these classifications is able to, and does, perform the duties of one of these classifications in an efficient and skilled manner, assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.
- (c) Machine Operators - Label Machines  
Machine Operators required to operate and make minor adjustments to Label Machines will be paid a premium of twenty-five (25) cents per hour.
- (d) City Dispatcher  
Employees required to perform City Dispatcher duties will receive the Truck Drivers rate of pay and will also be paid Lead Hand premium.
- (e) Punching Equipment Operator  
Requires a training period of twelve (12) months. On the completion of twelve months of training is fully experienced in the service and adjusting of a punching machine and related equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.
- (f) File Folder Equipment Operator-Adjuster  
Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, operating, setting-up and adjusting File Folder Equipment Machines.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the operating, setting-up and adjusting of one (1) type of File Folder Equipment Machine.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is experienced on all types of File Folder Equipment Machines.

**Class "A"** - One who has completed twenty-seven (27) months of training in this



classification and is fully experienced in the service, adjustment, set-up and repair of all File Folder Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(g) **Bookbinding Equipment Adjuster**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision setting-up and adjusting Bookbinding Equipment Machines.

**Class "C"** - One who has completed six (6) months of training in this classification is able to do and does, in an efficient and skilled manner the setting-up and adjusting on one (1) type of Bookbinding Equipment Machine.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is experienced on all types of Bookbinding Equipment Machines.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service adjustment, set-up and repair of all Bookbinding Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(h) **Padding Equipment Adjuster Set-up**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, setting-up and adjusting a Padding Machine.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the setting-up and adjusting of a Padding Machine.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is skilled in the setting-up and adjusting of Padding Machines and is experienced in the service and repair of this equipment.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is fully skilled and experienced in the setting-up, adjusting, servicing and repair of Padding Equipment, and has wide knowledge of Padding Equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(i) **Spiral Binding Equipment Adjuster\***

Requires a training period twenty-seven (27) months.

\* Spiral Binding Equipment shall encompass:

S.B. Coil	Beil Coil	Stitching
Punching	Drilling	Round Cornering

Folding and Perforating  
Brief Cover Equipment (until September 1, 1996 if not operating)

**Trainee** - One who spends six (6) months of training, under supervision, setting-up and adjusting Spiral Binding Equipment Machines.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of one (1) type of Spiral Binding Equipment Machine.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is experienced on all types of Spiral Binding Equipment Machine.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all Spiral Binding Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(j) **Wrapping Equipment Adjuster**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, setting-up and adjusting Wrapping Equipment Machines.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of (1) type of Wrapping Equipment Machine.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is experienced on all types of Wrapping Equipment Machines.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all Wrapping Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(k) **Guillotine Operator**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, cutting, splitting and trimming a variety of board, papers, cover stock, face trims stitched books, changes knives in a safe manner. Able to set up programs and make program changes.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an effective and skilled manner, the cutting, splitting, and trimming of a variety of board, papers and cover stocks. Face trims stitched books, changes knives in a safe and efficient manner. Must be able to set up programs and

make programs to all cutting machines.

**Class "B"** - One who has completed eighteen (18) months of training in this classification and is able to operate all straight knife cutting machines. Does

all the regular duties of a fully trained Guillotine Operator but has less skills in layout and close tolerance work.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is able to do, and does, in an efficient and skilled manner, all production cutting and such other cutting as close register lithographed sheets, fine paper notes, etc. Must be able to mark up all types of layout sheets for printing or lithographed work.

Must have a knowledge of the cutting characteristics of board, papers and cover stocks. Must be able to assist generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(l) **Ruling Machine Operator-Adjuster**

Requires a training period of forty-eight (48) months.

**Trainee** - One who spends twelve (12) months of training under supervision, operating, setting-up and adjusting one (1) type of machine listed below.

**Class "C"** - One who has completed twelve (12) months of training in this classification and is thoroughly experienced on one (1) type of machine listed below and is able to do, and does, in an efficient and skilled manner, the operating, setting-up and adjusting of one of these machines.

Beil P500 Series and Wills #4, Wills #5

Must be able to set up all auxiliary attachments such as perforation, stitching units, drills, trim knives, folders, etc. Must be able to service and re-string machine.

**Class "B"** - One who has completed thirty-six (36) months of training in this classification and is thoroughly experienced on two (2) or more of the above machines, and is able to do, and does, in an efficient and skilled manner, the operating, setting-up and adjusting of two (2) or more of these machines.

**Class "A"** - One who has completed forty-eight (48) months of training in this classification and is fully skilled and experienced in the operating, setting-up, adjusting, servicing, and repair of Ruling Equipment, can adapt skills to new or modified equipment and has wide knowledge of Ruling Equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(m) **Envelope Folding Equipment Adjuster**

Requires a training period of forty-eight (48) months.

**Trainee** - One who spends twelve (12) months of training, under supervision, setting-up and adjusting one (1) type of Envelope Machine.

**Class "C"** - One who has completed twelve (12) months of training in this classification

and is thoroughly experienced on one (1) type of Envelope Folding Equipment Machine and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of the machine.

**Class "B"** - One who has completed thirty-six (36) months of training in this classification and is thoroughly experienced on two (2) or more Envelope Folding Equipment Machine and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of the machines.

**Class "A"** - One who has completed forty-eight (48) months of training in this classification and is fully experienced in the setting-up, adjusting, servicing and repair of Envelope Equipment and is able to install such machine modifications as window sections, high speed kits, banders, etc. Has wide knowledge of Envelope Folding and Printing Equipment. Assists generally in the furtherance of instruction and productive efficiency. works with a minimum of supervision.

**(n) Ruling Equipment Adjuster Helper (P.643)**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, assisting in the operation of the P.543 Machine.

**Class "C"** - One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the filling of hoppers, monitoring glue units and tape applications, splicing rolls and assisting with changeovers and can continue to operate the equipment on a relief basis through break and lunch periods.

**Class "B"** - One who has completed eighteen (18) months of training in this classification.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is experienced and skilled in maintaining the operation of the P.543 Ruling Machine. Must be able to set-up auxiliary attainments, drills, wrapper, inserter, roll stands and be able to service and re-web machine. Works with a minimum of supervision.

**(o) Ruling Equipment Adjuster Helper (P.500)**

Requires a training period of twenty-seven (27) months.

**Trainee** - One who spends six (6) months of training, under supervision, assisting in the operation of the P500 Machine and operates the Douglas Carton Former.

**Class "C"** - One who has completed six (6) months of training in the classification and is able to do, and does, in an efficient and skilled manner the filling of hoppers, splicing rolls and assisting with changeovers and can continue to operate the equipment on a relief basis through break and lunch periods and operates the Douglas Carton Former.

**Class "B"** - One who has completed eighteen (18) months of training in this classification.

**Class "A"** - One who has completed twenty-seven (27) months of training in this classification and is experienced and skilled in maintaining the operation of the P500 Ruling Machine. Must be able to set up auxiliary attachments, roll stands and be able to service and re-web the machine. Works with a minimum of supervision.

(p) **Maintenance Machinist**

Requires a training period of forty-eight (48) months.

**Trainee** - One who spends twelve (12) months of training, under supervision performing general repairs on standard type machines and all machines such as drills, small presses, etc. Does ordinary repairs on operating machines and equipment. Makes new parts from samples and fits same. Does minor repair on Machine Shop equipment.

**Class "C"** - One who completed twelve (12) months of training in this classification and is able to do, and does, in an efficient and skilled manner, general repairs on standard type machines and all machines such as drills, small presses, etc. Performs ordinary repairs on operating machines and equipment. Makes new parts from samples and fits same. Does minor repair on Machine Shop equipment.

**Class "B"** - One who completed thirty-six (36) months of training in this classification and in addition to the foregoing, under supervision performs machine repairs on operating machines requiring skill in scrapping and fitting and replacing bearings, and leveling ways on lathes, etc. Is a skilled repairman working in a diversified line of machine operations to make replacement parts.

**Class "A"** - One who has completed forty-eight (48) months of training in this classification and in addition to the foregoing dismantles and assembles machines to determine cause of trouble, and remedies same with a minimum of supervision. Is a highly skilled journeyman working on a diversified line of machine work where precision is necessary, machine work requiring skill in scraping and fitting on assembly. Capable of making own replacement parts requiring operation of lathes, millers, grinders, etc. and working to very close tolerance. Makes camshafts, gears, bearings, keys, cams, etc. Rebuilds, converts and builds special machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

(q) **Stationary Engineer**

In addition to the customary duties of a Stationary Engineer, work that has traditionally been performed by Stationary Engineers at Hilroy, such as plumbing, pipefitting, occasional carpentry work, etc., shall be considered part of the duties of a Stationary Engineer.

(r) **Prong and Eyelet Machine Adjuster/Operator**

Feeds, operates and adjusts all sections of the Prong and Eyelet machine. Make adjustments to keep machine running at standard speed and output. Change over to

various products as necessary. Do repairs and maintenance as necessary.

## **ARTICLE 29                    SCHEDULE H LETTERS OF INTENT**

### **29.1    Lost, Worn or Broken Tools**

Employees requiring the replacement of lost, worn or broken tools that are used regularly in their classifications shall request a replacement from the Operations Manager or the Maintenance Manager. The tool will be replaced or authorized for replacement and such authorization will not be unreasonably withheld. The cost of the replacement tool will be paid by the employer.

### **29.2    Re: Shift Schedules**

(a) The Company will endeavor not to reassign employees to another machine and/or equipment if such assignment results in the employee missing the employee's shift rotation.

### **29.3    Re: Article 7 Seniority Clause 7.6**

(a) It is agreed that the word "cut-back", as mentioned in Article 7 - Clause 7.6, means a situation where the Company reduces the number of employees in a classification because it deems to have too many employees in that classification.

(b)     Article 13 - "Transfers" is not affected by Article 7 - Clause 7.6.

### **29.4    Re: Job Ranking**

(a) During the term of the 1988 agreement, and as soon as practical following the Ontario government's issuance of regulations pursuant to the Pay Equity Act, the Company agrees to meet with the Union and jointly determine whether the CPU Job Ranking Program is in compliance with the Pay Equity Act and the regulations. Once any necessary modifications, if any to ensure compliance with the Act are agreed upon, the Company will perform the necessary preparatory work (e.g. job descriptions, job specifications, ranking, etc.) as a basis for implementation of the Program at the next round of negotiations for a renewal agreement, or such earlier time as may be required by legislation.

(b) The Company agrees to extend the revised job ranking system to all jobs in the bargaining unit. The intention will be to have all rankings available to the parties for use at the next round of collective bargaining.

### **29.5    Harassment**

The Company and the Union agree that harassment, in all its forms, will not be tolerated in the workplace.

Harassment may be of a personal, sexual or racial nature. If you feel you have been harassed in any way, report the incident immediately to your Supervisor, Manager, Human Resources department or your Chief Steward for immediate investigation.

The Company and the Union will not condone any conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment.



**LETTER OF UNDERSTANDING**  
**BETWEEN HILROY**  
**AND THE COMMUNICATIONS, ENERGY**  
**AND PAPERWORKERS' UNION, LOCAL 1144**

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No employee will be denied a general wage increase as the result of a successful job posting. In other words, an employee who job bids in October for a job, as an example, would be entitled to the general wage increase for his/her classification at the appropriate step of the wage schedule.

This Letter of Understanding will remain in effect for the term of the renewal collective agreement.

Signed this 25th day of May, 1994 at Toronto, Ontario.

Hilroy - A Mead Company

Scott Smith  
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John Herd  
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D. Cochrane  
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The Communications, Energy and  
Paperworkers' Union And Its Local 1144  
Summaria Carlo  
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Paul Moulton  
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Bob Murtagh  
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Ultan Burbage  
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Robert Smart  
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The Company will make every effort to hand out pay cheques to employees on the midnight shift on the fourth shift of the week. The parties agree to work towards a direct deposit payroll system as soon as convenient. The Company will keep the union fully informed in the progress towards implementation.

This Letter of Understanding will remain in effect for the term of the renewal collective agreement.

Signed this 25th day of May, 1994 at Toronto, Ontario.

Hilroy - A Mead Company

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Should any of the following jobs be re-introduced during the term of this renewal collective agreement, the January 1, 1990 rate will be used to determine the new rate. The jobs are: Board and Cloth Machine Operator, Ampag Operator, Slitter Rewind Equip Operator, Die Press Operator, Sheeter Operator, Machinist.

This Letter of Understanding will remain in effect for the term of the renewal collective agreement.

Signed this 25th day of May, 1994 at Toronto, Ontario.

Hilroy - A Mead Company

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**AND PAPERWORKERS' UNION, LOCAL 1144**

The Company agrees to continue its past practice regarding the transfer of summer students between various jobs.

This Letter of Understanding will remain in effect for the term of the renewal collective agreement.

Signed this 25th day of May, 1994 at Toronto, Ontario.

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The Company will recognize the right of the plan members to establish a Pension Advisory Committee within the meaning of Section 24 of the Pension Benefits Act (Ontario).

Signed this 15th day of April, 1999 at Toronto, Ontario.

Hilroy - A Mead Company

The Communications, Energy and  
Paperworkers' Union And Its Local 1144

John Herd

Summaria Carlo

David Cochrane

Paul Moulton

Linda Sauer

Bob Murtagh

Mario Santos

Ultan Burbage

Robert Smart

**LETTER OF UNDERSTANDING**  
**BETWEEN HILROY**  
**AND THE COMMUNICATIONS, ENERGY**  
**AND PAPERWORKERS' UNION, LOCAL 1144**

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The Company agrees to extend the policy of reimbursing all employees for use of personal transportation on Company business, during their shift, between the warehouse and the plant. The current level of reimbursement is \$.30 per kilometre.

Signed this 15th day of April, 1999 at Toronto, Ontario.

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## PLANT RULES

These rules are not for the purpose of restricting rights of employees but to help employees by defining and protecting the rights of all.

The following rules cover your employment at Hilroy and non-observance may result in the Company taking disciplinary action up to and including dismissal.

### PUNCTUALITY AND ATTENDANCE

1. Failure to record time of arrival or departure from the premises. Knowingly recording the time of another employee or permitting another employee to record your time. Punching time card more than ten minutes before starting time or more than ten minutes after quitting time. Entering plant more than one half hour before starting time or leaving plant more than one half hour after quitting time.
2. Absence from work without notification. You must telephone number 416-782-5970 and state your **NAME, DEPARTMENT NUMBER, SHIFT, SUPERVISOR'S NAME, REASON FOR ABSENCE, AND TIME AND DATE YOU EXPECT TO RETURN TO WORK.** If unable to state date, or approximate date of return you must telephone in for each day of absence. Lateness in reporting for work must also be notified to the above number whenever possible.

Absence from work because of imprisonment.

3. Failure to maintain punctuality and regular attendance at work. You are expected to be ready to commence work at the starting hour and immediately after a rest or lunch period.

### DEPARTMENT

4. Leaving your own work area or department or the plant (during working hours) without permission of your supervisor. Entering or leaving the premises other than by the Employee's Entrance adjacent to the Shipping Office.
5. Refusal to obey orders of supervisors; failure to do assigned work or failure to follow job instructions.
6. Defacing or removing of notices or signs posted with Company approval or the posting or distribution of written or printed matter of any description without specific written authority of the Company.
7. Soliciting or collecting contributions or conducting lotteries or other games of chance without specific written authority of the Company.
8. Creating or contributing to unsanitary conditions, immoral conduct, indecency or molesting an employee.
9. Sleeping while on duty. Possessing, drinking, using or being under the influence of habit forming or illegal drugs or alcoholic beverages on company premises at any time.

10. Wasting time; loitering in toilets or in other Company property during working hours or washing up before quitting time unless authorized to do so.
11. Disregard of safety practices; failure to report illness or injury which occurs during working hours. Smoking in prohibited areas.
12. Fighting, horseplay, running or other unbecoming conduct on Company premises.
13. Threaten, intimidate, coerce or interfere with employees in the rightful performance of their duties.
14. Using vending machines and cafeteria other than during lunch and paid relief periods.

### **WORK PRACTICES**

15. Incorrectly reporting production time.
16. The abuse, destruction, neglect, defacing or removal of Company property, tools or equipment or of other property, tools or equipment left on Company property.
17. Operation of tools, machines or equipment to which an employee has not been specifically assigned by a supervisor.
18. Limit or restrict work output.

### **GENERAL**

19. Theft of the property of the Company or its employees or the property left on Company premises, or receiving stolen property.
20. Failure to notify the Company of a change of address.
21. Such language or actions which are not normal to the operation of a business or which common sense would not permit.