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EFF.	94 04 07
TERM.	96 10 06
No. OF EMPLOYEES	125
NOMBRE D'EMPLOYÉS	90

COLLECTIVE AGREEMENT

between

CRAIN-DRUMMOND INC.

(hereinafter referred to as the "EMPLOYER")

and

TEAMSTERS LOCAL UNION 91

(hereinafter referred to as the "UNION")

In force from April 7, 1994
To October 6, 1996

AUG - 8 1994

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Employer business.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of Crain-Drummond Inc. in the City of Ottawa, save and except foremen, persons above the rank of foremen, office and sales staff, technical staff hired in an advisory capacity, persons regularly employed for not more than twenty-four (24) hours per week (part-time employees), students employed during the school vacation period, workers on government grants of less than ninety (90) days duration and temporary employees hired for a period not exceeding twenty-eight (28) consecutive calendar days.

Also excluded from the bargaining unit but also not subject to article 2.02 are the temporary employees hired to replace regular full-time employees absent for vacations, accident, illness or hired to work during peak periods provided such hiring does not create any lay-off or does not prevent a regular full-time employee to be recalled from lay-off. If overtime is required in a classification during the week, it will be first offered to the regular full-time employees in that classification according to article 14.12.

2.02 The Employer undertakes not to have work normally performed by persons belonging to the bargaining unit performed by persons not belonging to the bargaining unit except in cases of:

1. emergency, that is to say a situation which necessitates an immediate solution and which may not be postponed;
2. demonstration and testing of equipment and products;
3. maintenance or repair on equipment by specialized personnel;

4. research and development of products;
5. training of employees.

2.03 The Employer shall not contract out work normally performed by members of this bargaining unit in the following classifications:

- pressmen
- continuous glue machine operator

If, as a result of such contracting out, a lay-off of an employee in the said classification other than a part-time or a temporary employee follows. This clause does not apply to the transfer of work among the various divisions or subsidiaries of the Employer.

2.04 It is expressly agreed that the Employer will not hire part time employees, temporary employees, students, technical staff or workers on government grants so as to replace regular, full-time employees, or to prevent the hiring of regular full-time employees.

2.05 The Employer shall not enter into any agreement, either verbally or in writing, with any employee which conflicts in any way with the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 The Employer agrees that all employees covered by this Agreement (except new employees during their probationary period) shall, as a condition of employment become and remain members of the Teamsters Union in good standing.

3.02 New employees shall make application for membership in the Union on cards supplied to the Employer by the Local Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served. The Employer shall ensure that the application for membership cards are completed by the employee at the time of hiring and shall forward such cards to the Union with the next dues payment.

3.03 The Employer agrees to deduct from the first (1st) pay of each month the initiation fees (instalments of \$25.00), the regular union dues and the arrears of union dues in the amount and manner specified by the Local Union's charter, by-laws or constitution, as the case may be, from the pay due all employees covered by this Agreement

and remit the money so deducted to the Local Union on or before the twentieth (20th) day of the month in which the dues are deducted. Probationary employees will be required to pay the Union dues during the probationary period.

- 3.04 The Employer will, at the time of making such remittance to the Union, specify the employees from whose pay such deductions were made.
- 3.05 The Employer agrees to include on the employees T-4 slip, the total amount of union dues paid during the previous calendar year.
- 3.06 The Union agrees to indemnify and save the Employer harmless against claims that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 4.02 Notwithstanding his seniority status, the employee designated as Chief Steward by the Union will be continued at work as long as work is available which he is willing and able to do.
- 4.03 (a) The Employer will recognize a Union bargaining committee of not more than four (4) employees for the purpose of negotiating or renewing this Agreement provide the employees on the committee have acquired seniority.

(b) The Employer will pay such members of the bargaining committee for any regular hours spent at negotiating sessions with the Employer, up to a maximum of five (5) days.
- 4.04 When an employee who is covered by this Agreement is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon him, the employee may request the presence of a Steward. If no Steward is available, another bargaining unit employee of his choice who is then at work may substitute.

- 4.05 A full-time representative of the Union shall be entitled to visit the Employer's premises to deal with matters arising out of the administration of this Agreement, provided:
- (a) wherever possible, he notifies the Plant Manager or his designate a reasonable time prior to his arrival and, in case where it is not possible, at his arrival; and,
 - (b) he does not interfere with the Employer's business operations.
- 4.06 It is understood that the Stewards have their regular work to perform on behalf of the Employer and when it is necessary to service a grievance, they will not leave their work without obtaining permission from their supervisor. When resuming their regular work, they will report to their supervisor. Employer approved time off regular work by the union representative and/or the grievor, for the purposes of processing grievances or complaints only, will be paid by the Employer at the applicable hourly rate.
- 4.07 To be appointed Shop Steward, the employee must have at least completed his probationary period.
- 4.08 The Union must inform the Employer in writing of the names of the Union representatives prior to them being recognized by the Employer.

ARTICLE 5 - RESERVATIONS TO MANAGEMENT

- 5.01 The Union recognizes the right of the Employer to direct its working force, to hire, lay-off, discipline, discharge for just cause, promote, demote and transfer any employee and to manage its business in all respects in accordance with its obligations subject to the provisions of this Agreement. The Union also recognizes the right of the Employer to make and alter from time to time, reasonable rules and regulations.
- 5.02 The Union further recognizes the right of the Employer to determine job content and assignments, reasonable qualifications of and number of employees to perform work, and to select procedures, methods, equipment, supplies, services and facilities to be used. This right shall be exercised in a manner which is consistent with the terms of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties that any complaint arising between the employees and the Employer with respect to the application, interpretation or alleged violation of this Collective Agreement shall be adjusted as quickly as possible.
- 6.02 (a) A grievance shall be defined as any complaint arising between the employees and the Employer or the Union and the Employer with respect to the application, interpretation or alleged violation of this Agreement.
- (b) Where an employee has a grievance, it shall be reduced to writing on forms supplied by the Union within ten (10) working days of the date the grievor became aware of the facts giving rise to the grievance or within ten (10) working days of the date that he reasonably ought to have been aware of the facts giving rise to the grievance and shall be taken up in the following manner:

STEP 1

By a conference between the employee, a Steward of the employee's choice (if the employee so elects), and his immediate supervisor or this designate which shall take place within three (3) working days following the date of the filing of the grievance. The supervisor or his designate shall give his written decision to the employee and the Steward within five (5) working days of such discussion. If the employee wishes to pursue the grievance, he shall within three (3) days of the decision of the supervisor or his designate advise the Personnel Manager of his wish to refer the grievance to STEP 2.

STEP 2

A meeting will be held between the Chief Steward, an official of the Union and the Employer Representatives. In dealing with an individual grievance, the employee concerned, at the Union's option, may be asked to attend this meeting. In other cases, the employee concerned and/or his immediate supervisor may be asked to attend only by mutual consent. Such meeting shall be held within ten (10) working days of the decision being communicated in STEP 1. The Employer will give his written decision to the Union within seven (7)

working days of this meeting. Failing settlement, the matter may be referred to Arbitration as provided for in Article 7 no later than thirty (30) calendar days after the final decision at STEP 2 has been communicated.

- 6.03 Any complaints, difference or dispute or alleged violation of this Agreement, arising between the Employer and the Local Union shall be dealt with under Step 2 provided a written complaint is filed by the grieving party with the other party within thirty (30) calendar days of the date of the occurrence giving rise to the grievance.
- 6.04 A Claim by the Local Union that an employee has been unjustly discharged or suspended shall be treated as a grievance and shall be taken up under Step 2 of the grievance procedure if a written statement of such grievance, signed by the employee, is lodged with management within ten (10) working days after the discharge or suspension is effected.
- 6.05 Such special grievance may be settled under the grievance procedure or by arbitration by:
- (a) confirming the Employer's action in suspending or discharging the employee; or,
 - (b) reinstating the employee with full compensation for time lost; or,
 - (c) any other arrangement which may be deemed just and equitable to the parties.
- 6.06 (a) No grievance may be submitted concerning the termination of employment of a probationary employee.
- (b) Notwithstanding any other provision of this Agreement, the employment of a probationary employee may be terminated for any reason during his probationary period at the sole discretion of management and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.
- 6.07 The Employer shall give notice in writing of the reasons for discharge, suspension or disciplinary demotion to an employee either at the time such action is taken or before the end of two (2) working days after such action is taken. A copy of such notice shall be given to the appropriate Steward and a copy forwarded to the Union.

- 6.08 The Employer shall take disciplinary action against an employee within fifteen (15) working days of the date of the incident or within fifteen (15) working days of the date the Employer became aware of the incident. Failure to comply with this provision shall render the discipline null and void.
- 6.09 **Any** notation of a reprimand or other disciplinary action placed on an employee's record shall be removed after an elapsed period of twelve (12) discipline-free months.
- 6.10 For the purpose of investigating and processing an employee's grievance, a full-time representative of the Union and/or the Steward concerned, shall be entitled to view documentation from the Employer which has relevance to that grievance and which is not of a confidential nature except for medical information with the written permission of the employee.

ARTICLE 7 - ARBITRATION

- 7.01 When either party to the Agreement requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party, within thirty (30) calendar days of the decision in Step 2 being communicated.
- 7.02 When either party refers a grievance to arbitration, they will provide the names of three (3) potentially suitable arbitrators to the other party. This will be done to expedite the task of agreement on a mutually satisfactory arbitrator. If no agreement has been reached after exchange of suggestions by the parties, either party may request the Ministry of Labour to appoint an arbitrator. The parties may mutually agree to a three (3) person board of arbitration.
- 7.03 Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally the expenses of the arbitrator.
- 7.04 No matter may proceed to arbitration which has not first been carried through all preceding steps of the grievance procedure.
- 7.05 The jurisdiction of the arbitration board, or arbitrator as the case may be, is limited to the interpretation of the Collective Agreement. The arbitration board or arbitrator shall not have the right to alter, modify or amend any part of this Agreement but shall only consider the questions in dispute.

- 7.06 If the parties agree on a person to act as sole arbitrator in a particular case, he shall have the powers of an arbitration board under this Agreement.
- 7.07 The Employer and the Union may from time to time, by mutual agreement, extend the deadlines stipulated by this Agreement.
- 7.08 The arbitrator's decision is in all cases binding on both parties.

: 8 - STRIKES AND LOCKOUT

- 8.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 9 - SENIORITY

- 9.01 Length of service in the bargaining unit, will be the sole determining factor in ascertaining seniority. **An** employee will be considered on probation until he has performed work on any sixty (60) working days in any ninety (90) working day period. While on probation, an employee does not have any seniority and his employment can be terminated by the Employer at its discretion. The decision of the Employer cannot be contested through the grievance procedure and cannot be referred to arbitration. After the employee has acquired seniority under this clause, his seniority shall date back to the last date of hire. The Employer guarantees that no probationary employee will be terminated for the sole purpose of enforcing an additional probationary period.
- 9.02 (a) The parties recognize that job opportunities and security should increase in proportion to length of service. However, in all cases of promotion, transfer, and demotion, the factors used to select the qualified candidate(s) shall be qualifications and ability. Where these factors are relatively equal among qualified job applicants, then seniority will be given preference. If none of those applying meet the above criteria, then the Employer may fill the job from any available source.
- (b) However a transfer from one classification to another for a period of not more than ten (10) working days or during the posting procedure provided in article 10 is not subject to the above provision and the vacancy may be filled by the

Employer with the employee of its choice.

- 9.03 (a) 1. The continuous length of service of an employee in the bargaining unit shall be the determining factor in layoffs and recalls from layoff in each department, provided the employee with the greatest seniority in the department has the qualifications and ability to perform the work in question. For clarity, an employee who is to be laid off in a department shall have the privilege of exercising his seniority to displace an employee of the same department or department Q with less seniority provided he has the qualifications and ability to perform the job of the junior employee.
2. **An** employee who intends to displace another employee has to advise the employer of his decision to do so within twenty (24) hours from the time the notice of lay-off is given to the employee. Saturdays, Sundays and paid holidays are excluded.
- (b) Probationary and part-time employees will be laid off first in all cases of lay-off, provided there remains qualified personnel in the department concerned to do their former jobs. These employees will be the last to be recalled from layoff in this department.
- (c) For the purpose of recall from lay-off, employees will be entitled to be recalled in their department or in department Q in order of seniority provided they have the qualifications and ability to do the job for which they are being recalled.
- (d) **An** employee who is laid off in his department cannot be recalled in a department other than his original department or department Q.
- (e) **An** employee who does not wish to be recalled to a classification other than his classification or department Q has to inform the employer of his decision in writing at the time of his lay-off. Failure to do so implies that the employee will accept a recall to any classification to which he is entitled according to the collective agreement.

At six (6) month intervals from the date of his lay-off, an employee may elect to be recalled to a classification other than his own or department Q. Should an employee so choose, he must notify the employer in writing before the end of the current period.

(f) For the purposes of this agreement, the departments provided in Schedule "A" are recognized and identified from A to R.

9.04 Seniority will continue to accumulate during absences caused by illness or injury or approved leave of absence unless specifically modified herein.

9.05 A copy of the seniority list shall be mailed to the Union and a copy posted on the plant bulletin board for employee's inspection. The Employer agrees to provide the Union every July 1st and December 1st, a seniority list which includes the employee's classification, his department, start date, social insurance number, phone number and rate of pay. The Employer will ensure that the posted list does not include the employee's phone number or social insurance number.

9.06 **An** employee shall lose all seniority and his employment shall be deemed to be automatically terminated if:

- (a) the employee resigns;
- (b) the employee retires;
- (c) the employee **is** discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (d) following recall from lay-off to his classification in his department, fails to notify the Employer of his intention to return to work within five (5) calendar days of the date of mailing to him of notice to return to work and thereafter fails to report for work within seven (7) calendar days of such mailing, except in the case of recall for temporary work **of** less than five (5) working days;
- (e) he is absent from work without permission for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (f) he is laid off for a period of more than thirty (30) consecutive months.

9.07 When an employee is permanently transferred or promoted to a position outside the bargaining unit, he will retain his seniority under this Agreement for a period of six (6) months from the date of such transfer or promotion.

After such six (6) month period, the employee shall have no accumulated seniority under this Agreement. Should the employee return to the bargaining unit within such six (6) month period, however, and there is then no vacancy which then, by reason of his seniority and ability, he is entitled to fill, he may displace the employee with the least seniority in the bargaining unit if he has the ability to do the work of the junior employee. In the event of such displacement, the junior employee will be considered as laid off and the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job.

9.08 Where an employee accepts an assignment to a position outside the bargaining unit on a temporary basis to replace an absent employee outside the bargaining unit or to fill a vacant position for not more than thirty (30) working days, he shall be returned to his former job on completion of such assignment.

9.09 Full-time employees will be given two (2) full working shifts' notice, including the shift on the day the notice is given, prior to any lay-off (it being agreed that a Paid Holiday under this Agreement will not be counted as a working shift) or two (2) days' pay in lieu of notice except in the following circumstances:

- (a) where an employee has been recalled to replace an employee who is temporarily off work and the absent employee returns or informs the Employer of his intention to return to work;
- (b) where a full-time employee is recalled on a part-time basis, such employee will be guaranteed a minimum of two (2) shifts of work in one (1) calendar week or pay in lieu of any shorter period of available work.

A notice given within thirty (30) minutes after the commencement of the employee's shift is deemed to have been given before the beginning of the shift.

- 9.10 It shall be the duty of present and former employees to inform the Employer's personnel office, in writing, **of** any change of-address.
- 9.11 In the event of a partial closure of operations, involving at least fifteen percent (15%) of the employees in the bargaining unit, the Employer shall provide the employees with a minimum of sixty (60) days notice or sixty (**60**) days pay in lieu of notice, notwithstanding any other provisions contained herein.
- 9.12 In the event that new equipment is introduced, training on such equipment shall be offered to those employees within the department concerned taking into consideration their qualifications, ability, aptitude and seniority. The relative importance of each factor shall be determined by the Employer. When making the determination, the Employer will not act in a discriminatory or arbitrary manner.

ARTICLE 10 - JOB POSTINGS, PROMOTIONS, TRANSFERS

- 10.01 a) Notice of permanent vacancy will be posted on the bulletin board. Such notice shall remain posted for a period of two (2) working days and eligible employees will have the right to bid for the position. Selection to such positions shall be made firstly from applicants in the department in which the permanent vacancy exists and shall be made on the basis of qualifications and ability. Where the factors are relatively equal, the position will be given to the most senior applicant. Where there are no applicants in the department in which the permanent vacancy exists or where the applicants in the department do not possess the necessary qualifications and ability, then, selection to such a position shall be made from all applicants in the bargaining unit on the basis of qualifications and ability. Where the factors of qualifications and ability are relatively equal, the position will be given **to** the most senior applicant.
- b) **An** employee absent during the period that a permanent vacancy has been posted may bid on the position through a Steward that has been so authorized by the employee. His application will be considered and if successful he will be granted the position only if he is available **to** return to work within fifteen (15) working days of the end of the posting period **or** at the end of his current

vacations. The Employer may fill the vacancy on a temporary basis using the procedure provided in section 9.02 b). The Employer will post for up to two (2) working days on the bulletin board the name of any successful applicant and will similarly give a copy of such notice to the steward and will also send a copy to the Union.

c) The Employer will deliver to the Chief Steward two (2) copies of a list of applicants for each posted job, at the close of the posting.

10.02 The vacancy caused by filling the initial vacancy and any resulting vacancies shall be posted on the same basis as provided in article 10.01.

10.03 (a) A successful applicant for a posted job and an employee who fills the vacancies resulting from the successful application will be placed in those jobs for a trial period not exceeding sixty (60) working days. During such period, the Employer will extend to the employee reasonable instruction in the normal requirements of the job. If an employee is unable to perform the normal requirements of the job during the trial period to the reasonable satisfaction of the Employer he will be returned to his former job at his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting. Should the employee wish to exercise his option to return to his former position, he will notify the Employer five (5) working days prior to the return being effected.

(b) If an employee does not qualify during such period and is returned to his former job, or if he is returned to his former job at his own request during such period, the resulting vacancy will be posted again on the same basis as provided in article 10.01.

10.04 If there is no successful applicant for a posted job, the Employer may then fill the vacancy from outside the bargaining unit.

10.05 Any employee who has successfully bid under this Article shall not be entitled to bid on a permanent vacancy for six (6) months from the date of his successful bid except in cases involving a promotion to a higher paying job for the employee.

10.06 The vacancy caused by an employee going onto the LTD plan or WCB for a period greater than six (6) months shall be temporary until the employee returns to his position or twenty-four (24) months, whichever comes first. When an employee has been absent due to illness for a period of more than twenty-four (24) consecutive months, his position will be posted as a permanent vacancy and filled on a permanent basis as per Article 10.01.

Should the employee subsequently become fit to return to work, he will be returned to a vacant position for which he is qualified, at a rate of pay commensurate with that position. If there is no vacancy he will displace the most junior employee in the bargaining unit who he is qualified to replace. His pay will be commensurate with the rate for that job.

Such an employee will have priority on job postings to the classification that he held at the beginning of his absence or one of equal pay for which he is qualified unless the rate of pay of the employee he displaced was greater than his original rate in which case he would have no priority on job posting.

The termination of employees, hired from the outside to fill temporary vacancies, at the end of their term will not be the subject of grievance.

10.07 A successful applicant for a posted job will be paid that rate of pay in the new Grade level which is closest to his former rate of pay without being lower. If his former rate is higher than the maximum of his new Grade, he shall then receive the maximum rate of his new Grade level.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 The Employer may, at its discretion, grant leaves of absence without pay or benefits to those employees who so request. Such leaves shall be requested in writing at least thirty (30) days prior to the foreseen departure date except in cases of personal emergency.

11.02 (a) For the purpose of filling full-time positions of the Union Local, an employee shall be granted an indefinite leave of absence.

(b) **Any** such leave of absence shall be without pay and without the other benefits in this Agreement, but the employee's seniority shall continue to accumulate during such leave of absence, provided

that, notwithstanding any other provisions in this Agreement or in the Pension Plan, such accumulation of seniority will not be taken into account in calculating the employee's benefits under the Pension Plan.

- (c) This request will be granted with one (1) month's advance notice to the Employer wherever possible, with confirmation of the employee's appointment in writing being provided to the Employer.
- (d) Employees who are appointed or elected as part of the Union's Local Executive (not full-time), shall be granted leave without pay or benefits for a total of twelve (12) days per year in order to attend meetings and Union sponsored training sessions.

11.03 In order to minimize disruption of vacation schedules no personal leave of absence will be consecutive with an employee's annual vacation during the period June 20th to Labour Day, except in case of personal emergency.

11.04 The Employer will not grant an employee's request for leave of absence for the purposes of employment with another company or becoming self-employed.

ARTICLE 12 - VACATIONS

- 12.01 (a) Employees with one (1) year of service as of December 31st in the current year, shall receive two (2) weeks vacation with pay in the following year.
- (b) Employees who have four (4) years of continuous service as of December 31st of the current year, shall receive three (3) weeks of vacation with pay in the following year.
- (c) Employees who have ten (10) years of continuous service as of December 31st of the current year, shall receive four (4) weeks vacation with pay in the following year.
- (d) Employees who have twenty (20) years of continuous service as of December 31st of the current year, shall receive five (5) weeks vacation with pay in the following year.
- (e) Vacation pay for regular employees will be computed at the rate of two percent (2%) of his gross

earnings for each week of vacation granted.

(f) The expression "Gross earnings" does not include vacation pay and lump sum payments earned in the previous year.

- 12.02 Vacations shall be taken between January 1st and December 31st in each year. Choice of vacation periods in each department shall be based on seniority provided management is able to maintain a working force sufficient to do the necessary work, except where an arrangement, mutually agreed upon between the Union and the Employer is reached. In order to allow the Employer to schedule vacation, the Employer will prepare the appropriate forms and then each employee must indicate by November 1st, for vacations to be taken between January 1st and May 31st, the preferred date for his vacation, and, by March 1st for vacations to be taken between June 1st and December 31st. It is understood that the vacation period of an employee who has failed to indicate his preferred date in the above-mentioned period will be determined by the Employer.
- 12.03 Vacation schedules shall be posted twice yearly. The first posting will be not later than December 1st. The second posting shall be not later than April 1st. There shall be a period of one (1) month after the posting of vacation schedules for any necessary readjustment of the schedules but after this period of one (1) month has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement between the Employer and the Union.
- 12.04 Any employee whose employment is terminated for any reason whatsoever, shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.
- 12.05 Vacation entitlements are not cumulative and must be taken by December 31st of each year except under exceptional circumstances approved in writing by the Plant Manager. These vacations may be taken in the following year at a time mutually acceptable to both parties.
- 12.06 Should any of the Paid Holidays listed in Article 13 fall within an employee's vacation period, a day's vacation shall be granted at a time mutually agreed between the employee and the Employer or the equivalent pay in lieu thereof. The mutually agreed to lieu day must occur within ninety (90) days of the Paid Holiday. Failure by the parties to agree to a mutually acceptable day within

ninety (90) days will result in the employee taking his lieu day at his discretion if the lack of mutual agreement is attributable to the Employer, or if the lack of mutual agreement is due to the employee, the Employer will provide the employee with the equivalent pay in lieu thereof.

- 12.07 If an employee is prevented from going on his scheduled vacation in a calendar year because of illness or Worker's Compensation, such vacation shall be rescheduled upon his return to work, provided the employee remains entitled to vacation pay in the amount provided by this Agreement.
- 12.08 During the period June 20 to Labour Day, the Employer guarantees that each employee will receive a vacation of two (2) weeks if he so wishes. Employees will not be permitted to take vacations in excess of two (2) weeks until all employees have had an opportunity to take two (2) weeks during this period. Employees wishing to take more than two (2) weeks during this period may do so, subject to the mutual agreement of the Employer and the Union. It is understood and agreed that the two (2) week maximum prescribed herein does not apply to any other period outside of the period mentioned above.
- 12.09 Employees shall be permitted to take their vacation in increments of any duration provided these increments do not exceed the employee's total vacation entitlement. Preference will always be given to an employee who indicated a choice for a complete week over an employee who selects only part of the same week. It is understood that this clause is subject to the requirements of Article 12.02 above.
- 12.10 In the event that the Employer decides to shutdown all or one (1) or more parts of the plant for purposes of vacation, any such shutdown shall be preceded by at least thirty (30) working days notice to the Union. Such notice shall be posted in the plant.
- 12.11 **An** employee eligible for less vacation for the period of any plant shutdown for the purposes of vacation, may be temporarily laid off for the period of such shutdown in excess of his paid vacation period, provided there is no required work which such employee is qualified to perform.

12.12 Employees shall receive the aforementioned vacation pay immediately prior to their departure on vacation. This pay shall be deposited to the employee's account and shall be available to him prior to his departure on vacation.

12.13 In the event an employee is off work and in receipt of Worker's Compensation or benefits under the Weekly Indemnity Insurance referred to in Schedule A in this Agreement, all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any calendar year, provided he has worked a minimum of five hundred (500) hours in that calendar year.

ARTICLE 13 - PAID HOLIDAYS

13.01 The following Paid Holidays will be granted to all employees with pay after they have completed their probationary period:

	<u>1994</u>	<u>1995</u>	<u>1996</u>
New Year's Day		Dec.30/94	Jan. 1/96
Good Friday		Apr.14/95	Apr. 5/96
Victoria Day	May 23/94	May 22/95	May 20/96
Dominion Day	July 1/94	June30/95	July 1/96
Civic Holiday	Aug. 1/94	Aug. 7/95	Aug. 5/96
Labour Day	Sept.5/94	Sept.4/95	Sept.2/96
Thanksgiving Day	Oct.10/94	Oct. 9/95	
1/2 day before Christmas Day	Dec.29/94	Dec.28/95	
Christmas Day	Dec.26/94	Dec/25/95	
Boxing Day	Dec.27/94	Dec.26/95	
1/2 day before New Year's day	Dec.29/94	Dec.28/95	
One (1) Collective Floater	Dec.28/94	Dec.27/95	
One (1) Personal Day		Dec.29/95	

13.02 In the event any of the aforementioned Paid Holidays falls on a Saturday or a Sunday, such Paid Holiday shall for the purposes of this Agreement be deemed to fall on the previous Friday or the following Monday as may be determined by the Employer. Should it fall on a Tuesday, the closure will be Monday. Should it fall on a Thursday, the closure will be on the Friday.

13.03 (a) To be eligible for payment on any of the above mentioned Paid Holidays, an employee must work his last scheduled shift immediately before the Paid Holiday and his next scheduled shift immediately succeeding the Paid Holiday unless the absence was due to illness or injury. The Employer reserves the right to request a medical certificate.

succeeding the Paid Holiday unless the absence was due to illness or injury. The Employer reserves the right to request a medical certificate.

If the absence of the employee is due to a lay-off, he will be eligible to a payment only if the lay-off was made within ten (10) working days preceding the Paid Holiday less any amount received from U.I.C. for the said day.

- (b) Where an employee works any time in the thirty (30) working days immediately before a Paid Holiday but is absent from work prior to the day on which the Paid Holiday is observed by reason of illness or accident, and is in receipt of Weekly Indemnity benefits or Worker's Compensation, he shall be paid, instead of pay for the Paid Holiday, an amount equal to the difference between such benefits or compensation and pay for the Paid Holiday.
- (c) Should a Paid Holiday occur within an employee's leave of absence, he shall not be paid for such Paid Holiday.

13.04 The basis for payment for each of the above Paid Holidays shall be one (1) day's pay or one-half ($\frac{1}{2}$) day's pay as the case may be. Where a Paid Holiday occurs during a week in which an employee is working on a shift other than the day shift, his pay for the Paid Holiday shall include the applicable shift premium.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 This article defines working hours and overtime and shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week, unless specifically provided for herein.

14.02 The regular work week shall consist of thirty seven and a half ($37\frac{1}{2}$) hours from Monday to Sunday. It is understood and agreed that no full-time employee shall ever be required to work a work week other than five (5) consecutive days from Monday to Friday. In the event work is to be performed on a Saturday or Sunday, the Employer shall be entitled to use part-time employees without regard to the provisions of Article 2.04.

14.03 Current shift patterns, starting and quitting times shall, wherever possible, be maintained for the life of this Agreement. Before implementing any changes to the

shift patterns, starting or quitting times in effect as of ratification of this Agreement, the Employer shall first discuss the proposed changes with the Union and the Union shall be entitled to make effective recommendations with respect to the proposed changes.

- 14.04 **An** employee who reports for work on his regular scheduled shift who has not been notified not to report for work, will be guaranteed seven and one half (7½) hours of work or pay in lieu thereof except in circumstances beyond the Employer's control.
- 14.05 **An** employee who reports for work on a Saturday shall be paid at the rate of one and one-half (1½) times his regular hourly rate of pay with a minimum guarantee of four (4) hours.
- 14.06 There shall be no split shifts.
- 14.07 (a) **An** employee who is temporarily transferred to another job at the request of the Employer, will receive his own rate or the other job rate, whichever is the highest.
- (b) **An** employee who requests and obtains a position that commands a lower wage rate than that of his regular position, will receive the maximum of the lower rate for the temporary job or his regular rate of pay whichever is the lesser.
- 14.08 a) Overtime will be paid at the rate of time and one-half for work performed outside the standard hours of work on any regular work day.
- (b) Overtime at twice the employee's hourly rate shall be provided as follows:
- for any work performed on any Paid Holiday under Article 13. Such overtime shall be in addition to holiday pay under Article 13.
- (c) However, these overtime premiums will be applicable only after an employee has worked thirty-seven hours and one half (37½) during a regular work week in cases where the employee has been absent for sickness, accident, lateness or any other personal reasons.
- 14.09 For the purpose of calculating the pay of an employee who works overtime and the pay of an employee who is late reporting for work, the hour shall be deemed to be divided into ten (10) units of six (6) minutes each and

the following shall apply:

- (a) no overtime shall be paid where less than six (6) minutes of overtime is worked and thereafter overtime shall be calculated and paid to the nearest full six (6) minutes of overtime worked;
- (b) when an employee is late reporting for work, he will be paid commencing with the sixth (6th) minute of the unit of six (6) minutes in which he reports.

14.10 If an employee has completed his day's work and has gone home and is subsequently called back to work by the Employer, he shall be paid a minimum of two (2) hours pay at one and one-half (1½) times his normal straight time regular rate and one (1) hour pay at two (2) times his normal straight time regular rate regardless of how little time he is required to work.

14.11 (a) Overtime is an essential part of the services required from the Employer by its clientele. If the Employer foresees a substantial number of hours required from its employees during a significant period of time, it agrees to meet with the Union to discuss and study the best ways to cope with the situation.

In cases where an employee is required to work overtime on weekends on an unreasonable number of occasions, the Employer may require back-up qualified employees with more seniority who have not been required to work under the same circumstances.

(b) For purposes of distribution of overtime on a Saturday, Sunday or Paid Holidays, an employee who is available to work overtime on these days must put his name on the departmental list no later than Wednesday 16:00 hours of each week. Unless another procedure is mutually agreed in one department, overtime work for these days will be assigned to these employees giving first priority to the employee who worked on the equipment, the job or the project concerned and then by order of seniority in the department concerned amongst those qualified to perform the job.

14.12 Overtime will not be offered to employees who are on vacation, sick leave, or leave without pay. For the purposes of this article, a vacation week starts on Monday and ends seven (7) days later.

- 14.13 Employees shall be entitled to an unpaid thirty (30) minute lunch period to be taken before the completion of the fifth (5th) hour of the shift.
- 14.14 The Employer agrees that wherever possible, no employee who has twenty (20) years or more of seniority will be required to work the midnight shift unless he so desires.
- 14.15 **An** employee who has been absent with approval may, with authorization from his supervisor, make up his lost time. Pay will be at the base rate even though actual hours worked fall in a period normally considered an overtime period. Prevailing overtime rates will apply for management-requested overtime after make-up time has been completed.

ARTICLE 15 - HEALTH AND WELFARE

- 15.01 a) Attached hereto and forming part of this Agreement is Schedule "D" outlining the Health & Welfare benefits under this Agreement.
b) The Employer will meet annually with the Union to inform its committee of the costs of the benefits and any variation thereof.
- 15.02 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the work environment in order to prevent accidents, injury, and illness.
- 15.03 (a) The Employer agrees to provide clean and sanitary facilities in respect to lunch and washrooms, and employees agree to keep these in proper condition.
(b) The Employer and the Union agree to cooperate with each other in order to eliminate accidents. It is agreed that all employees shall be responsible to report immediately to management any defective or dangerous procedure that may cause accidents. It shall be the duty of each employee to report promptly all injuries he suffers and all accidents involving the Employer's property and equipment which occur while he is on duty.
- 15.04 If an employee is injured after he commenced work and is thereby incapacitated from carrying out his duties, the Employer shall arrange and pay for the cost of transporting the employee to and from the hospital. The Employer will pay the employee for any hours he missed from his regularly scheduled shift because of the injury if the employee is unable to complete his total shift.

required to present medical certificates when it is deemed appropriate to exercise control over an absenteeism problem.

- 15.06 Wherever possible, where an employee is unable to report for work as scheduled, he will notify the Employer at least one (1) hour prior to the beginning of his scheduled shift and will give the reason why he is unable to report.
- 15.07 The Employer agrees to provide first-aid supplies as required by the Worker's Compensation Act in areas readily accessible to employees.
- 15.08 The Employer recognizes that each employee reserves the right to refuse to perform any unsafe work in accordance with the provisions of the Occupational Health and Safety Act of Ontario, R.S.O. 1980, and such provisions shall be deemed, for all purposes, to form part of this Agreement. the Employer agrees that Part V and Part VI of the above-mentioned Occupational Health and Safety Act shall be permanently posted in a conspicuous area for all employees to see.
- 15.09 A joint Employer/Union safety committee shall monitor and report on plant safety and shall be guided by the Occupational Health and Safety Act of Ontario.
- 15.10 Employees may be required to undergo medical examinations in accordance with existing legislation and regulations governing the type of work they perform for the Employer. The costs relating to these examinations shall be borne by the Employer.
- 15.11 The employer will meet annually with the Union to inform its committee of the benefit costs of the short term and long term disability programs and any variation thereof.

ARTICLE 16 - MATERNITY LEAVE

- 16.01 Maternity leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario 1980 as amended. During such maternity leave the employee's seniority shall continue to accumulate for all purposes and the Employer will be responsible for the payment of its share of the cost of benefits prescribed herein.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 (a) The Employer agrees that in the event of bereavement in the case of death of the wife or husband of an employee, to allow the said employee such time off as is necessary, not to exceed seven (7) calendar days in succession (starting on the day **of** the death) and to pay for the days which he would otherwise have worked at his regular hourly rate.
- (b) The Employer agrees that in the event of bereavement in the immediate family of an employee meaning son, daughter, father, mother, sister, brother or guardian, to allow the said employee such time off as is necessary, not to exceed five (5) calendar days in succession (starting on the day of the death) and to pay for the days which he would otherwise have worked at his regular hourly rate.
- (c) In the event of the death of an employee's father-in-law, mother-in-law, son-in-law or daughter-in-law he shall be allowed bereavement leave of three (3) days without **loss** of regular pay to be taken from the day of the death to and including the day of the funeral.
- (d) In the event of the death of an employee's brother-in-law, sister-in-law, grandfather, grandmother, **or** grandchild, he shall be allowed bereavement leave **of** one (1) day with pay at his regular hourly rate to be taken from the day of the death to and including the day of the funeral.
- 17.02 Pay for bereavement leave shall be calculated on the employee's base rate and will be based on time lost from regularly scheduled shifts, which he would have otherwise worked.

ARTICLE 18 - GENERAL

- 18.01 (a) A bulletin board will be provided by the Employer for the purpose **of** posting Union notices. All notices and postings shall be consistent with the terms **of** this Agreement.
- (b) The Union bulletin board shall not be used for posting or distributing political matters or Union matters **not** directly related to the bargaining unit or the administration **of** this Agreement.

18.02 The Employer shall not charge any parking expenses to the employees who use the present facilities. However, the Employer shall not be liable for injuries, damage or loss incurred by the employee on company property.

18.03 (a) Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

(b) The mileage rate shall be twenty (20) cents per kilometer (32 cents (0.32¢) per mile).

(c) Ownership of a vehicle shall not be a condition of employment.

18.04 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.

18.05 (a) When a new classification (which is covered by the terms of this collective agreement) is to be established by the Employer, the Employer and Union shall meet in order to mutually agree on the rate of pay for the new classification. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration.

When the Employer makes a substantial change during the duration of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union in order to mutually establish the new rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement.

The arbitrator shall then establish the appropriate rate of pay using appropriate industrial engineering methods and referring to Schedule "B" as a guideline.

(b) In no case will an employee's hourly rate be reduced by reason solely of the application of this clause regardless of what classification he may have. If the new classification carries a higher rate, he will receive the new rate. If the

reclassified position carries a lower rate, his current rate at the time of the change will remain as his personal rate **and** he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued.

18.06 Except for jobs for which the employee is required to have a valid license or certificate or be rated as a skilled tradesman, the Employer will give the first choice of job training to the senior qualified employee provided:

- (a) management has identified a training requirement, and
- (b) the senior qualified employee wishes to be trained for that position and has so indicated to management, and
- (c) has not previously undergone such training, and
- (d) is willing to work in the job for which he will be trained.

If an employee is unable to demonstrate progress in the course of training, or is not adaptable to the job for which he is being trained, he may be removed from the training and the opportunity will then be offered to the next senior employee.

ARTICLE 19 - JURY AND WITNESS DUTY

19.01 Employees shall be granted a leave of absence period according to article 19.02 in the following circumstances:

- (a) if they are compelled to serve as jurors in any court of law, or
- (b) if they are required to attend, as a witness in a court proceeding in which the Crown is a party, or
- (c) if they are required by subpoena to attend a court **of** law or coroner's inquest, or
- (d) if they are required by subpoena to attend a court of law in a case where they or a **member of** their family, or the Union, or an employee of the Company is not included.

Upon completion of their jury or witness service such employees shall present to the Employer a satisfactory certificate showing the period of such service, if the Employer so requests.

- 19.02 The employer shall pay such employees the difference between the jury duty pay or witness fees received and the wages he would otherwise have earned at his regular, straight-time hourly rate.
- 19.03 Such leave shall not constitute a break in service for the calculation of benefits covered by this Agreement.

ARTICLE 20 - UNIFORMS AND EQUIPMENT

- 20.01 The Employer's practice of providing uniforms and/or smocks to employees in effect as of the ratification of this Agreement, shall be maintained for the life of the Agreement only for the employees of departments I, J and P.
- 20.02 Each employee who is required after recommendation of the Health and Safety Committee to wear safety shoes/boots shall be reimbursed the cost of the purchase of the safety shoes/boots up to a maximum of sixty dollars (\$60) plus Federal and Provincial sales tax, not more than once per calendar year upon the presentation of a receipt. The wearing of the shoes/boots by the employee receiving the allowance shall be mandatory.
- 20.03 If an employee's safety shoes or boots are damaged beyond repair due to some work related condition or incident, the Employer will replace them.
- 20.04 If the wearing of safety hats is required by the Ministry of Labour, the Employer will provide C.S.A. approved safety hats to all employees free of charge.
- 20.05 The wearing of hearing protection is a requirement of law and the Employer shall provide ear plugs or ear muffs, at the option of the employee, at no cost to the employee.
- 20.06 Wherever an employee requires safety glasses in the performance of his duties, such glasses shall be provided by the Employer at no cost to the Employee.
- 20.07 The Employer shall provide for the replacement of lost, stolen or damaged tools for any employee working in the machine shop, and requiring tools in the performance of their duties, up to \$250 per year.



ARTICLE 21 - NO DISCRIMINATION

21.01 The Employer and the Union agree that there will be no discrimination against any employee, by either party, contrary to the Ontario Human Rights Code, 1981, provided that the retirement of an employee within the provisions of the pension plan shall not amount to discrimination.

ARTICLE 22 - WAGES

- 22.01 Attached hereto and forming part of this Agreement are Schedule "B" and Schedule "BB" outlining Rates of Pay for Existing Classifications.
- 22.02 Pay day shall continue in accordance with the practice in effect as of the date of ratification of this Agreement.
- 22.03 (a) Effective the date of ratification, where the majority of an employee's shift falls between the hours of 16:00 and 24:00, he will be paid a shift premium of \$0.96 per hour.
- (b) Effective the date of ratification, where the majority of an employee's shift falls between the hours of 00:01 and 07:00, he will be paid a shift premium of \$1.13 per hour.
- (c) Applicable shift premiums will not be included in the calculation of overtime.
- 22.04 A trainer incentive allowance of five percent (5%) of the rate of the rate of the employee's grade classification will be paid to individuals asked by their supervisors to train other employees for a period of four (4) hours or more in one (1) shift.
- 22.05 Where an employee qualifies for payment of premium rates under more than one (1) provision of this Agreement, he shall be paid under one (1) provision only and shall receive no additional compensation in respect of any other premium provision, unless specifically provided differently in this Agreement.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from April 7, 1994 until October 6, 1996 and shall continue automatically thereafter for one (1) year periods unless one (1) party notifies the other in writing within a period of ninety

(90) days immediately prior to the expiration date that it desires to amend the Agreement.

23.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph, unless otherwise agreed to by the parties.

23.03 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in full force until a new Agreement is signed or the right to strike or lock-out accrues, whichever occurs first.

23.04 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

23.05 The following schedules and letters of agreement form part of the Agreement:

Schedule "A" : List of Departments and Seniority list by department.

Schedule "B" : List of Classifications and Rates of Pay for employees hired before April 7, 1994.

Schedule "BB" : List of Classifications and Rates of pay applicable for all employees hired after April 7, 1994.

Schedule "C" : List of red circle employees.

Schedule "D" : Health & Welfare Benefits.

Schedule "E" : Conditions of work applicable to Department R.

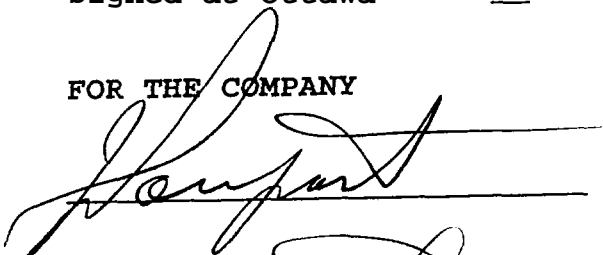
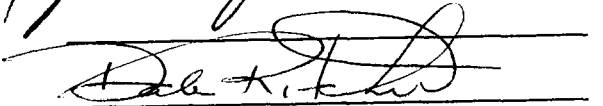
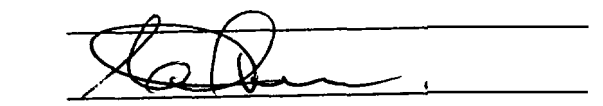
Letter # 1 : Machine Shop Tools Policy

Letter # 2 : Various commitments.


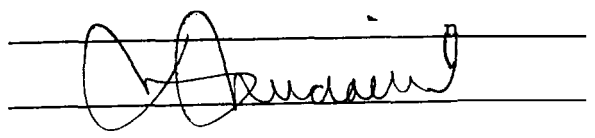
23.06 The management rights of the Employer shall not be restricted in any way by any practice, custom or past agreement not specifically renewed as part of this Agreement or by any individual or collective privilege not specifically provided for in the present Agreement.

Signed at Ottawa this 22nd day of July 1994.

FOR THE COMPANY

FOR THE UNION

SCHEDULE "A"

LIST OF DEPARTMENTS AND SENIORITY LIST BY DEPARTMENT

Name	Job Classification	Grade	Seniority Date	Department
Ladouceur, A.E.	Keyboard Composer	15	56.06.19	A
Carbonette, D.J.	Keyboard Composer	15	56.10.29	A
Thomsing, F.H.	Keyboard Composer	15	58.10.10	A
Eddie, M.	Keyboard Composer	15	60.04.11	A
Veitch, K.J.	Keyboard Composer	15	75.02.03	A

Name	Job Classification	Grade	Seniority Date	Department
Neely, L.T.	Proofreader	16	49.07.19	B
Mason, A.S.	Proofreader	16	66.05.09	B
Robillard, C.T.	Negative corrector	12	66.07.26	B
Giekes, A.A.	Formsetter/artwork/ camera	14	72.07.24	B

Name	Job Classification	Grade	Seniority Date	Department
Knox, J.T.	Roll Stock Handler	7	59.02.09	C
Swain, G.K.	Press stocker	9	65.04.12	C
Rist, W.W.	Rewinder operator	7	67.04.17	C
Dagenais, P.	Rewinder Operator	7	81.09.28	C
Rivoire, M.	Rewinder operator	7	84.09.04	C

Name	Job Classification	Grade	Seniority Date	Department
Gadde, R.G.G.	Platemaker	12	49.01.31	E
Jelley, C.J.	Platemaker	12	57.01.01	E

Name	Job Classification	Grade	Seniority Date	Department
McKlusky, J.J.	Pressman	17	51.06.19	F
St. John, R.H.	Kluge Pressman	10	53.09.21	F
Duford, P.E.	Pressman	17	57.07.17	F
Cassidy, J.M.	Pressman	17	59.11.23	F
Eadie, W.M.	Pressman	17	60.05.24	F
Mills, F.J.	Pressman	17	61.01.11	F
Foxton, E.G.	Pressman	17	64.03.30	F
Martin, E.M.	Pressman	17	64.07.13	F

Schedule "A" - cont'd

Name	Job Classification	Grade	Seniority Date	Department
Kennedy, T.K.	Pressman	17	65.06.07	F
Bell, L.D.	supply Person I	6	66.05.25	F
Murray, R.S.	Pressman	17	66.06.20	F
O'Keefe, R.J.	Pressman	17	66.06.20	F
Shires, A.F.	Pressman	17	66.09.06	F
Craig, F.R.	Pressman	17	67.11.27	F
Wicker, A.J.	Pressman	17	68.09.30	F
Piecki, R.A.	Pressman	17	69.06.23	F
McCrae, K.A.	Pressman	17	69.06.23	F
Odin, J.	Pressman	17	70.01.19	F
Moreau, L.	Pressman	17	72.07.28	F
Belanger, C.J.	Pressman	17	72.09.19	F
Rivoire, G.E.	Pressman	17	72.10.17	F
Dempsey, D.J.	Pressman	17	73.07.23	F
Wiggins, L.F.	Pressman	17	73.08.07	F
Broadfoot, J.D.	Pressman	17	73.09.24	F
Dagenais, R.W.	Pressman	17	74.01.02	F
McCann, R.D.	Pressman	17	74.02.25	F
Guy, R.E.	Pressman	17	74.04.15	F
Mayer, J.-Y.	Pressman	17	74.05.01	F
Lang, G.K.	Pressman	17	75.09.22	F
Fraser, B.K.	Pressman	17	75.12.01	F
Dagenais, D.D.	Pressman	17	80.03.27	F
Jamieson, R.G.	Pressman	17	80.03.31	F
Roy, A.	Pressman	17	80.07.11	F
Laughren, R.G.	Pressman	17	80.09.22	F
Makinson, R.G.	Pressman	17	81.05.04	F
Curley, R.J.	Runner	6	81.11.18	F
Chambers, D.A.	Pressman	17	84.03.14	F
Cutts, B.D.	Pressman	17	84.07.30	F
Nicholson, D.	Runner	6	84.12.10	F

Name	Job Classification	Grade	Seniority Date	Department
Richards, R.A.	Cont. Glue Machine Operator	15	52.04.21	G
Brazeau, C.J.	Cont. Glue Machine Operator	15	56.04.23	G
Strader, A.W.	Cont. Glue Machine Operator	15	66.11.02	G
Leeck, D.J.	Cont. Glue Machine Helper	5	68.08.06	G
St. Denis, V.W.J.	Cont. Glue Machine Operator	15	74.03.11	G

Schedule "A" - cont'd

Name	Job Classification	Grade	Seniority Date	department
Julien, R.A.	Cont. Glue Machine Operator	15	74.04.02	G
Kingsbury, D.A.	Cont. Glue Machine Operator	15	75.07.01	G
Allen, R.E.	Cont. Glue Machine Operator	15	80.03.26	G
Duford, A.J.	Cont. Glue Machine Operator	15	80.04.28	G
Ventura, R.	Cont. Glue Machine Operator	15	81.04.06	G
Frappier, W.P.	Cont. Glue Machine Operator	15	81.04.13	G
Collier, D.	Cont. Glue Machine Operator	15	81.04.20	G
Hoppin, R.	Cont. Glue Machine Operator	15	81.06.01	G
Rose, R.	Cont. Glue Machine Operator	15	83.11.07	G
Dorken, G.R.	Cont. Glue Machine Operator	15	85.01.02	G
Foley, P.	Cont. Glue Machine Operator	15	85.01.21	G
Kosemetzky, R.	Cont. Glue Machine Operator	15	85.04.22	G
Curley, K.R.	Cont. Glue Machine Operator	15	85.04.22	G
Swanwick, D.F.	Cont. Glue Machine Operator	15	86.03.24	G
Boston, S.D.	Cont. Glue Machine Operator	15	86.03.24	G
Moreau, R.G.	Cont. Glue Machine Operator	15	86.09.15	G
Zeron, R.D.	Cont. Glue Machine Operator	15	86.09.15	G
Habgood, M.G.	Cont. Glue Machine Operator	15	86.09.22	G
Mohr, K.	Cont. Glue Machine Operator	15	89.06.26	G
Jelley, S.C.	Packer / Helper	3	89.09.26	G

Schedule "A" - cont'd

Name	Job Classification	Grade	Seniority Date	Department
Pitt, S.	Packer / Helper	3	92.11.02	G
Somerton, T.	Packer / Helper	3	93.03.15	G

Name	Job Classification	Grade	Seniority Date	Department
Williams, P.D.	Finishing Operator	3	58.09.08	H
McCulloch, F.C.B.	Finishing Operator	3	62.06.11	H
Brownlee, J.	Label Affix Operator	8	64.12.21	H
Cavanagh, J.R.	Set-up Person/Finishing	12	67.01.30	H
Woodburn, E.H.	Finishing Operator	3	74.06.24	H
Tootle, S.	Label Affix Operator	8	74.08.19	H
Beckles, M.	Finishing Operator	3	75.08.05	H
Casselmann, W.	Label Affix Operator	8	85.01.28	H
Duncan, S.D.	Label Affix Operator	8	85.05.13	H
Schoenfeldt, D.P.	Label Affix Operator	8	86.08.06	H
Hietanen, R.S.	Label Affix Operator	8	89.09.26	H
Howell, R.	Label Affix operator	8	92.06.22	H
Walsh, M.	Label Affix Operator	8	92.06.27	H
Myers, G.	Label Affix Operator	8	92.06.27	H
Laforest, S.	Label Affix Operator	8	92.06.27	H
Macphee, D.	Label Affix Operator	8	92.10.26	H
Barrett, R.	Label Affix Operator	8	92.12.07	H

Name	Job Classification	Grade	Seniority Date	Department
Bedard, R.	Hot Spot Operator	11	84.11.19	I

Name	Job Classification	Grade	Seniority Date	Department
O'Connor, E.A.	Shipping Coordinator	7	56.04.25	L
Barr, B.S.	Shipper	6	66.09.19	L
Durand, G.	L.P.S. Operator	6	78.12.04	L

Schedule "A" - cont'd

Name	Job Classification	Grade	Seniority Date	Department
Paquette, G.A.	Lubricator	9	55.12.13	P
Glastonbury, B.C.	Machinist	17	63.08.12	P
Robillard, B.E.	Numbering Machine Repairer	11	69.12.18	P
Weatherdon, C.V.	Machinist	17	76.07.19	P
Marmai, D.	Machinist	17	79.01.08	P
Foley, J.L.	Machinist	17	81.08.10	P
Turcotte, R.	Machinist	17	92.10.13	P

Name	Job Classification	Grade	Seniority Date	Department
McIntosh, I.M.	Cleaner	1	58.11.27	Q
Tierney, P.	Maintenance	6	68.01.01	Q
Desjardins, R.	Baler	2	74.03.18	Q
Dubois, L.A.	Baler	2	76.04.12	Q
Davis, K.	Baler	2	77.01.17	Q
Paquette, R.L.	Baler	2	79.01.09	Q
Petrovic, V.	Cleaner	1	79.11.12	Q

Schedule "A" - cont'd

Name	Job Classification	Grade	Seniority Date	Department
Derragh, R.	Variable Imaging Printer Operator	2	74.07.29	R
Manarey, A.	Variable Imaging Printer Operator	2	75.07.02	R
Poirier, F.	Variable Imaging Printer Operator	2	81.01.28	R

Name	Job Classification	Grade	Seniority Date	Department
Alexander, M.	Senior Misc. Finisher (LTD)	-	65.03.08	H
Belanger, D.E.	Pressman (LTD)	-	49.05.09	F
Kalil, G.	Offset Planner (LTD)	-	56.11.26	B

SCHEDULE B

Classification & Rates of Pay
for employees hired before April 7, 1994

B.1 Following are the Classifications and Grade Levels for employees hired before April 7, 1994.

Grade Level Classification

17	Pressman Machinist Electrician
16	Proofreader
15	Keyboard Compositor Continuous Glue Machine Operator
14	Carbon Controller Formsetter/Artwork/Camera
13	
12	Set-up Person/Finishing Platemaker Negative Corrector Mark-up/Planning
11	Hot Spot Operator Imprinter Operator Numbering Machine Repairer
10	Kluge Pressman
9	Press Stocker Lubricator Carbon Coater Operator
8	Receiver Label Affix Operator
7	Shipping Coordinator Roll Stock Handler Goebel Rewinder Operator
6	Supply Person Shipper L.P.S. Operator Maintenance

Schedule B.1 (Cont'd)

Grade Level Classification

5	Continuous Glue Machine Helper
4	
3	Finishing Operator Packer/Helper
2	Baler Variable imaging Printer operator
1	Cleaner

B.2 Following are the Rates of Pay in effect as of the date of ratification for all the employees hired before April 7, 1994:

Grade	Start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos	48 mos	54 mos	60 mos
17	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.66	19.11
16	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.66	18.61
15	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.66	18.18
14	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.66	17.89
13	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.53	-
12	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	17.18	-
11	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.35	16.61	-
10	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	16.10	-	-
9	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	15.68	-	-
8	10.92	11.33	11.66	12.21	12.76	13.33	14.04	15.17	15.26	-	-
7	10.44	11.33	11.66	12.21	12.76	13.33	14.04	14.90	-	-	-
6	10.44	11.33	11.66	12.21	12.76	13.33	14.04	14.24	-	-	-
5	10.44	11.33	11.66	12.21	12.76	13.33	13.85	-	-	-	-
4	10.44	11.33	11.66	12.21	12.76	13.33	13.50	-	-	-	-
3	10.44	11.33	11.66	12.21	12.76	13.29	-	-	-	-	-
2	10.44	11.33	11.66	12.21	12.76	13.06	-	-	-	-	-
1	10.44	11.33	11.66	12.21	12.72	-	-	-	-	-	-

SCHEDULE BB

Classification & Rates of Pay
for new employees hired after April 7, 1994

BB.1 Following are the Classifications and Grade Levels for new employees hired after April 7, 1994.

Grade Level Classification

17	Pressman Machinist Electrician
16	
15	Continuous Glue Machine Operator
14	
13	
12	Set-up Person/Finishing
11	Hot Spot Operator Imprinter Operator Numbering Machine Repairer
10	Kluge Pressman Proofreader Keyboard Compositor Carbon Controller Formsetter/Artwork/Camera Platemaker Negative corrector Mark-up/Planning
9	Carbon Coater Operator
8	
7	Press Stocker Roll Stock Handler Rewinder Operator Receiver Label Affix Operator Variable imaging Printer operator
6	

Schedule BB.1 (cont'd)

Grade Level Classification

- 5 Lubricator
Continuous Glue Machine Helper
Supply Person
Shipper
Maintenance
Shipping Coordinator
- 4
- 3
- 2
- 1 Cleaner
L.P.S. Operator
Finishing Operator
Packer/Helper
Baler

BB.2 Following are the Rates of Pay in effect as of the date of ratification for all employees hired after April 7, 1994:

<u>Grade</u>	<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>	<u>36 mos</u>	<u>42 mos</u>	<u>48 mos</u>	<u>54 mos</u>	<u>60 mos</u>
17	10.47	10.89	11.32	11.78	12.25	12.74	13.38	14.04	14.76	15.53	16.85
16	10.47	10.89	11.32	11.78	12.25	12.74	13.38	14.04	14.76	15.53	16.35
15	10.00	10.40	10.82	11.25	11.70	12.17	12.77	13.41	14.10	14.83	16.00
14	10.00	10.40	10.82	11.25	11.70	12.17	12.77	13.41	14.10	14.83	15.75
13	9.75	10.14	10.55	10.97	11.41	11.92	12.57	13.27	14.00	15.40	
12	9.50	9.88	10.28	10.69	11.11	11.61	12.25	12.93	13.64	15.10	
11	9.50	9.88	10.28	10.69	11.11	11.61	12.25	12.93	13.64	14.60	
10	9.50	9.88	10.28	10.69	11.11	11.56	12.77	13.44	14.15		
9	9.50	9.88	10.28	10.69	11.11	11.56	12.45	13.11	13.80		
8	9.25	9.62	10.00	10.40	10.82	11.25	12.14	12.78	13.45		
7	9.25	9.62	10.00	10.40	10.87	11.42	12.10	13.06			
6	9.25	9.62	10.00	10.40	10.82	11.25	11.92	12.55			
5	9.25	9.62	10.00	10.40	10.82	11.25	12.20				
4	9.25	9.62	10.00	10.40	10.82	11.25	11.90				
3	9.10	9.46	9.84	10.24	10.65	11.70					
2	9.10	9.46	9.84	10.24	10.65	11.50					
1	9.10	9.46	9.84	10.24	10.65	11.20					

SCHEDULE 1C

The employees listed on this schedule are paid at a rate of pay which exceeds the rate of **pay** provided in Schedule "B". If they remain in their present classification, they will continue to receive the same rate until the rate provided in Schedule "B" for their respective classification is reached.

Name	Classification	Actual Rate	Grade	Current Maximum Rate
Gadde, R.G.	Platemaker	18.54	12	17.18
Ladouceur, A.	Keyboard Composer	18.54	15	18.18
Carbonette, D.	Keyboard Composer	18.54	15	18.18
Jelley, C.J.	Platemaker	18.54	12	17.18
Thomsing, F.H.	Keyboard Composer	18.54	15	18.18
Eddie, M.	Keyboard Composer	18.54	15	18.18

SCHEDULE "D"

Health & Welfare Benefits

- D.1 Any full-time employee who has completed his probationary period with the Company must adhere to the Group Insurance Plan.
- D.2 All employees participating in the Group Insurance Plan will be provided with brochures outlining the benefits covered by the master policy.
- D.3 The Group Insurance Plan premium cost should be shared as follows:

	Employer	Employee
. Life Insurance	100%	-
. Dependent's Life Insurance	100%	-
. Accident Insurance	100%	-
. Short term Disability Income Insurance	-	100%
. Long term Disability Income Insurance	-	100%
. Hospital and Major Medical	100%	-
. Dental Care Insurance	100%	-

- D.4 a) The Employer agrees to maintain the above-mentioned benefits during the life of the Agreement and will not change the coverage of the said Plan without agreement with the Union.
- b) The specific coverage or eligibility for benefits will be in accordance with the provisions of the specific policies issued by the insurance company and any claim for benefits should be directed to the insurance company through the administrative assistance provided by the Employer.
- c) The responsibility of the Employer is limited to the payment of its share of the premiums.

SCHEDULE "E"

Conditions of work applicable to the employees of the variable imaging department (department R).

The conditions of work applicable to the employees of the variable imaging department shall be the same as the other employees except for the following provisions:

ARTICLE 2 RECOGNITION

2.02 This article will not be applicable to the employees of department R until the time that the department is fully operational (twelve (12) shifts a week). Until such a time the foremen of the department will not replace employees of the bargaining unit for full shifts except in cases of emergency or unavailability of employees at the time required and in the cases provided in paragraphs 2, 3, 4 and 5 of article 2.02.

ARTICLE 13 PAID HOLIDAYS

13.01 Replace by the following article:

The following paid holidays will be granted with pay to all employees after they have completed their probationary period:

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

The list of holidays will be reviewed by the Employer and the Union once the department is fully operational.

ARTICLE 14 HOURS OF WORK AND OVERTIME

14.02 Add the following article as paragraph c:

Notwithstanding paragraph (a) above, the regular work week for the employees of department R shall consist of thirty four and one half (34 1/2) hours divided in three (3) consecutive regular work days of eleven and one half (11 1/2) hours.

14.03 For the purposes of this article, the following shift schedule will be recognize:

1st shift:

from Monday to Wednesday inclusive: 08:00 to 0:00 hours

2nd shift:

from Thursday to Saturday inclusive ;08:00 to 20:00 hours

3rd shift:

from Sunday to Tuesday inclusive: 20:00 to 08 00 hours

4th shift:

from Wednesday to Friday inclusive: 20:00 to 08:00 hours

14.04 Replace the guaranty of seven and one half (7 1/2) hours by a guaranty of eleven and one half (11 1/2) hours.

14.05 This article is not applicable.

14.08 and 14.09

Overtime will be paid at time and one half after thirty four and one half (34 1/2) hours worked during the regular scheduled work week. The weekly time off of an employee of department R shall be the ninety six (96) hour period immediately following the end of his third regular work day.

ARTICLE 22 WAGES

22.03 Add the following as paragraph (D) :

Notwithstanding the above paragraphs the employees of the department R working on third (3rd) and fourth (4th) shifts as described in article 14.03 will be paid a shift premium of \$1.05 per hour.

LETTER OF AGREEMENT # 1

MACHINE SHOP TOOLS POLICY - Ottawa Plant

a) Personal tools required as a condition of hiring

MACHINIST

- 1) one set open-ended wrenches - 1/4" to 1 1/4" - Imperial
- 2) one set open-ended wrenches - 5mm to 25mm - Metric
- 3) one set close-ended wrenches - 1/4" to 1 1/4" - Imperial
- 4) one set close-ended wrenches - 5mm to 25mm - Metric
- 5) one set socket wrenches - 1/4 " to 1 1/4" - Imperial
- 6) one set socket wrenches - 5mm to 25mm - Metric
- 7) one ratchet handle
- 8) 6" adjustable wrench
- 9) 12" adjustable wrench
- 10) one set Allen wrenches 1/16" to 1/2" - standard length
- 11) one set Allen wrenches 1/16" to 1/2" - long reach
- 12) 6" pliers
- 13) long-nose pliers
- 14) 6" vise-grips
- 15) 10" vise-grips
- 16) tru-arc pliers - external
- 17) tru-arc pliers - internal
- 18) screwdrivers, various sizes - Slot, Robertson, Philips
- 19) rulers - 6" and 12"
- 20) tape measure - 12 feet
- 21) 1 set of pin punches
- 22) 2 - 10" second cut files
- 23) 3 ball pein hammers - 1/2 lb., 1 lb., 1 1/2 lb.
- 24) 0" to 1" micrometer
- 25) 1" to 2" micrometer
- 26) 6" vernier caliper

ELECTRONICS TECHNICIAN, ELECTRICIAN

As above plus the following:

- 1) voltage meter
- 2) wire cutters
- 3) crimper
- 4) soldering iron

b) Company supplied tools

Machinist, Electronic Technologist, Electrician

- 1) 1 - 15 ft. 3-wire extension cord
- 2) 1 - set key fold wrenches
- 3) 1 - shockproof flashlight (with batteries)

Letter of Agreement # 1 - cont'd

- 4) 1 - punch and chisel set
- 5) 1 - channel lock pliers
- 6) 1 - slip joint pliers
- 7) 1 - tru-arc pliers internal
- 8) 1 - tru-arc pliers external
- 9) 1 - Set (10) T-Handle allen wrenches - 3/32" to 3/8"
- 10) 1 - piece 1/4" x 3/4" x 6" long yellow brass
- 11) 1 - ratchet socket screw key set
- 12) 1 - 24" jimmy bar

c) Speciality Tools & Equipment

The Company will provide for general use, speciality tools or equipment not listed on lists a) or b) e.g. micrometers over 2" etc.

The above mentioned items will be available in the tool crib and the responsibility for use and return to storage rests with the individual who borrows the item. These items will be logged out by the individuals who use them and it will be their responsibility to ensure that they are returned and signed back in.

d) Replacement Policy

Approval for the purchase of any replacement tools, must be obtained before payment will be agreed to. Claims for tools lost or stolen must be shown to have been part of the individual's regular equipment and not new additions. Tools worn or broken must be produced for replacement.

Company Tools

These tools must be kept up to full complement at all times, and are the property of Crain-Drummond Inc.

Company tools are to be refunded to the Company upon termination of employment.

Letter of Agreement # 2

1. Should the Employer's future needs dictate the need for a Driver position, all terms and conditions stipulated by this Collective Agreement with respect to new classifications and rates of pay shall apply.
2. The Employer shall continue to provide bonding for employees in accordance with the practice in effect as of the date of ratification of this Agreement referred to herein.
3. The employees who had thirty (30) years of continuous service as of December 31st, 1990 are entitled to additional days of vacation as follows:

Name of employee	Additional days of vacation	Additional vacation pay
Brazeau, C.J.	5 days	2.0%
Carbonette, D.J.	5 days	2.0%
Cassidy, M.J.	5 days	2.0%
Duford, P.E.	5 days	2.0%
Gadde, R.G.	5 days	2.0%
Jelley, C.J.	5 days	2.0%
Knox, J.T.	5 days	2.0%
Ladouceur, A.F.	5 days	2.0%
McIntosh, I.M.	5 days	2.0%
McKlusky, J.J.	5 days	2.0%
Neely, L.	5 days	2.0%
O'Connor, E.A.	5 days	2.0%
Paquette, G.A.	5 days	2.0%
Richards, R.A.	5 days	2.0%
St. John, R.H.	5 days	2.0%
Thomsing, F.H.	5 days	2.0%
Williams, P.D.	5 days	2.0%
Eadie, W.M.	2 days	0.8%
Eddie, M.	2 days	0.8%