

B E T W E E N :

**ACCO CANADA INC.
(hereinafter referred to as "the Company")**

- and -

**COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
(hereinafter referred to as "the Union")**

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and 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, benefits and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 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 Company, the employees and the Union 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.
- 1.03 The use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 2 - RECOGNITION

- 2.01
- (a) The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in the Greater Metropolitan Toronto Area, save and except Foremen, persons above the rank of Foreman, office and sales staff, and students employed on a co-operative training programme with an educational institution.
- (b) In the event that the Company discontinues the subcontracting of work which is presently subcontracted, e.g., cafeteria, delivery, security, cleaning, and performs such functions on a direct hire basis, those functions shall be excluded from the Bargaining Unit.
- (c) The Company will not contract out Bargaining Unit work if it results in the loss of Bargaining Unit jobs. The transfer of work to another Company facility will not be considered contracting out, for the purpose of this clause.
- 2.02 Employees who are not in the Bargaining Unit shall not perform Bargaining Unit work, except for such purposes as training, instruction, demonstration, experimentation, emergencies and/or safety education.

2.03 Any employee with seniority laid off as a result of all or part of the existing operation being moved to a new location outside of the Greater Metropolitan Toronto Area will be offered employment at the new location in order of seniority, provided there is a similar or lower classified job available at that location.

ARTICLE 3 - UNION SECURITY

3.01

(a) All new employees shall, as a condition of employment, upon completion of their probationary period, make application for membership in the Union, and, when accepted into membership, shall maintain such membership in good standing throughout the term of the Agreement.

(b) Probationary Employees

A probationary employee can be terminated by the Company at its sole discretion; provided the Company is not arbitrary, discriminatory or in bad faith exercising that discretion.

(c) Temporary Agency Employees

The Company may hire employees from a temporary agency for a maximum of 14 days, in F3 categories in Manufacturing and F1 categories in Distribution, in emergency situations only.

3.02 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.

3.03

(a) The Company agrees to deduct, on the first pay day of each month, including vacation pay, an amount equal to .0090 of basic pay on an average 42 hour week for 12 hour shift workers, and .0090 of basic pay on an average 40 hour week for 5 day workers from the wages of each employee who must furnish the Company, upon employment, with a signed authorization to that effect and remit same to the Financial Secretary of Local 320.

(b) In addition, the Company will deduct on the second pay day of each month, including vacation pay, an amount equal to .0072 of basic pay on an average 42 hour week for 12 hour shift workers, and .0072 of basic pay on an average 40 hour week for 5 day workers from the employee's hourly rate and remit same to the Financial Secretary of Local 320.

(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 deductions shall include each employee's hourly rate of pay. The Union will notify the Company of any changes to Union dues deduction two weeks prior to the effective date of the change.

(d) The Company will record on each employee's T4 form the amount of Union dues deducted.

(e) The Company shall not deduct Union dues from WI or LTD payments.

3.04 All new employees must be introduced by their Supervisor to the Shop Steward of their Department on the day they start their employment.

3.05

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

TO: ACCO CANADA INC.
5 PRECIDIO COURT
BRAMPTON ONTARIO
L6S 6B7

In accordance with Article 3 of the 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 to remit same to the Financial Secretary of Local 320 Communications, Energy and Paperworkers Union C.E.P.

(b) The Company will, when hiring new employees, provide them with copies of this form for signature.

(c) The Company shall inform the Local Union when new employees are hired, immediately following processing.

ARTICLE 4 - NO STRIKE OR LOCK OUT

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work, either complete or partial, and the Company agrees that there will be no lock out of employees.

ARTICLE 5 - NO DISCRIMINATION

5.01 It is understood that the Company, the employees and the Union are bound and will abide by the provisions of the Ontario Human Rights Code. There shall be no discrimination, intimidation or coercion by the Company or the Union or its members against any employee.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes and acknowledges that the management of the Company and its facilities and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

(a) Maintain order, discipline and efficiency and in connection therewith to make, alter and apply from time to time rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause;

(b) Select, hire, transfer, assign to shifts, for training purposes only, (taking into consideration the employees' seniority and classifications), promote, demote, classify, lay-off, recall or retire employees at the normal retirement age, and to select employees for positions excluded from the Bargaining Unit;

- (c) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations for any legitimate reason;

When the Company requires a medical examination by a Company nominated physician, the Company shall pay the associated costs of that examination;

- (d) Determine the location of operations, and their expansion or their curtailment, the direction of working forces, the subcontracting of work, the schedules of operations, determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments, change, combine or abolish job classifications, determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery, equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time; the determination of financial policies, including general accounting procedures and customer relations.

- (e) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

6.02 The Company agrees that the above rights are to be exercised subject to the applicable provisions of this Agreement including the Grievance Procedure. It is understood that the express provisions of this Agreement shall be the only limitations upon the normal prerogatives of Management.

6.03 A copy of the plant rules will be posted on the Company bulletin board. The Company will discuss any changes to the Plant rules with the Union prior to their implementation.

ARTICLE 7 - UNION REPRESENTATION

7.01 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, comprising of a maximum of five (5) employees.

- (b) The Company recognizes the said Committee for the purpose of negotiating renewal amendments provided not more than five (5) such members shall attend at meetings with Management Representatives.

- (c) The Company agrees that 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 three (3) working days without prior Company approval. The Company will be given seven (7) calendar days notice in order to maintain working schedules.

- (d) The Union agrees to supply the Company with the names and titles of the Union Executive Committee and to keep such list up-to-date at all times.

- (e) The Company will provide the Union with an office within the plant. The local Union President will be allowed time off with pay as needed to attend to local union business, provided prior Management authorization has been granted. In addition, the Recording Secretary will be allowed one hour per week for the same purposes, provided it does not interfere with business operations, and that prior approval from Management has been obtained.

- (f) The Company will not offer overtime to employees whenever local Union meetings are in session.
- (g) The Executive Committee has the right to engage the National Representative to be present at Union Management meetings, negotiations, Step 3 of the Grievance Procedure or the Arbitration Procedure, as does the Company.
- (h) Any time taken off work by the Union Executive Committee for the purpose of negotiating a renewal of this Agreement shall be considered as unpaid time.
- (i) The Company will pay the full cost of meeting rooms for the purposes of negotiating a renewal of this Agreement.
- (j) Union Management meetings will be held at least once per month at a time mutually agreeable to the Company and the Union. Members of the Executive Committee who are required to attend such meetings outside their regular working hours will be paid a minimum of two (2) hours pay.

7.02 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 Company will recognize the Grievance Committee for the purpose of attending Grievance Meetings with Management at step 3 of the Grievance Procedure.
- (b) Grievance Committee members will be allowed time off without loss of pay to attend Grievance Meetings with Management. Committee members who are required to attend such meetings outside their regular working hours, will be paid a minimum of two (2) hours pay.
- (c) Both parties will seek convenient times for discussion, with the operational needs of the Plant being a major factor in the selection of meeting times.

7.03 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 for the purpose of attending meetings with the Human Resources Manager and the Plant Manager at Step 2 of the Grievance Procedure.

7.04 STEWARDS

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

2 per shift	-	Manufacturing
1 per shift	-	Distribution
- (b) Stewards will be allowed reasonable time off from their regular work to process grievances. They will not lose pay for this time off.
- (c) Stewards must have permission from their Shift Supervisor to be absent from their work in the above instance.

- (d) The Union agrees to supply the Company with the names of Shop Stewards and to keep such list up to date at all times.

ARTICLE 8 - SENIORITY

- 8.01 Newly hired employees shall serve a probationary period of four hundred and eighty (480) regular hours worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his most recent date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Company. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement. Probationary employees shall be evaluated at least twice prior to completing their probationary period. These reviews will normally be conducted after one hundred and fifty (150) hours of service and three hundred and sixty (360) regular hours of service. Both the employee and the local Union will be informed as to the status of the employee's progress.
- 8.02 Seniority for the purposes of this Agreement shall mean continuous service with the Company. Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if he voluntarily quits;
 - (b) when he retires at the mandatory age of 65;
 - (c) if he is discharged for just cause and not reinstated through the Grievance Procedure;
 - (d) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement unless the employee provides the Company with a valid reason at the earliest opportunity;
 - (e) if a period of time has elapsed from the day of lay-off equal to the employee's period of employment with the Company; twenty-four (24) months for employees with more than twelve (12) months of service;
 - (f) if he is absent from work for more than three (3) consecutive scheduled working days and fails to notify the Company, unless reasonable cause exists;
- 8.03
- (a) An up to date seniority list will be posted quarterly at a central location. Copies of the list will be given to the Union.
 - (b) When two 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 date 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.

- 8.4 In determining which employees are to be laid off or recalled from lay-off, the Company will consider the requirements of operations with seniority being the determining factor, provided employees are qualified to perform the normal duties of the job required. For the purpose of this Article, a lay-off means a lay-off of more than two (2) working days. In such a situation the most junior person in the classification on the affected shift shall be reduced first. The Company will give 14 calendar days notice, in cases of extensive extended layoffs, except in cases of emergencies such as defined in Schedule B3.
- (b) Employees on lay-off with recall rights must be first offered the opportunity to fill any vacant position before the vacancy is filled with a new hire.
- 8.05 When recalling an employee after lay-off, he shall be notified by registered mail or telegram and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Company within seventy-two (72) hours of receipt of the notice of return if he wishes the Company to hold the job open for him for the full five (5) working day period. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up-to-date at all times.
- 8.06 Employees transferred to positions outside the Bargaining Unit (temporary or permanent) will retain their Bargaining Unit seniority and continue to accumulate seniority for a further 12 months following such transfer. Such employees must continue to pay Union dues for the full 12 month period unless he forfeits his right to return to the Bargaining Unit in writing.
- Should an employee on permanent posting be transferred back to the Bargaining Unit within twelve (12) months of the original transfer, that individual will be allowed to exercise his seniority rights on any available job posting. Should there be no available job postings, he will be allowed to exercise his seniority rights over the most junior position.
- An employee who was transferred out of the Bargaining Unit on a temporary basis will return to his former Bargaining Unit position and shift.
- 8.07 Seniority shall have no application except as provided in this Article.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01
- (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b) 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 presentation in writing at Step 1.

(c) A grievance shall consist of a dispute concerning interpretation and/or application of any Article, Schedule or Clause in this Agreement.

9.02 Should a grievance arise it shall be handled as follows. Prior to filing a formal grievance, an employee will, with the assistance of his steward, refer the matter on an informal basis to his immediate Supervisor. If the grievance cannot be settled as a result of this discussion, then it may be dealt with as follows:

STEP 1

The employee shall file a written grievance with his immediate Supervisor within five (5) working days of the incident giving rise to the complaint. The immediate Supervisor shall answer the grievance within five (5) working days. The grievance shall specify the Article or Articles and subsections of the Agreement of which a violation is alleged, indicate the relief sought and be signed by the employee.

STEP 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Plant Manager within five (5) working days after receipt of the immediate Supervisor's reply at Step 1. The Plant Manager shall convene a meeting with the grievor and Chief Steward and shall answer the grievance in writing within five (5) working days of such meeting.

STEP 3

If no settlement is reached at Step 2, the grievor, the Union Grievance Committee and representatives of Management shall meet to discuss the grievance within five (5) working days of receipt of the reply of the Plant Manager. The Union's National Representative will be in attendance at this meeting. If the grievance is not settled within five (5) working days it may be referred to arbitration as hereinafter provided.

9.03 The Union or the Company may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within five (5) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Company in the case of a Company grievance. The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be bypassed except where the grievance would affect the Bargaining Unit as a whole. This Clause shall not preclude a group grievance signed by a group of employees commencing at Step 1.

9.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union.

9.05 An employee who has been discharged or suspended may file a written grievance at Step 3 within five (5) working days of the discharge or suspension.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 If a grievance remains unsettled following any of the procedures set forth in Article 9, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing to that effect no more than twenty (20) working days after the date of decision rendered at Step 3 of the Grievance Procedure.
- 10.02
- (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 appoint a nominee.
- (b) Within five (5) working days thereafter the other party shall appoint a nominee.
- (c) The two nominees so appointed shall choose a third arbitrator who will act as Chairman of the Board.
- (d) If within twenty (20) working days they fail to agree upon an impartial arbitrator such impartial arbitrator shall, at the request of either of the appointed nominees, be appointed by the Ministry of Labour for the Province of Ontario.
- 10.03 Should the three person Board of Arbitration not arrive at the 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.
- 10.04
- (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 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.
- 10.05 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will jointly and equally bear the expenses of the Chairman of the Arbitration Board.
- 10.06 The time limits specified therein may be extended by mutual agreement.

ARTICLE 11 - JOB POSTING

- 11.01
- (a) When a permanent or temporary 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. Such notice shall also indicate the shift on which the vacancy has occurred and the effective start date of the job.

(b) Such posting shall be for a minimum of three (3) calendar days per shift. An employee who wishes to be considered for the position so posted shall signify his desire by signing his name to the posting. The successful applicant shall be notified within two (2) weeks of the date the posting closes.

(c) When an employee is absent from work during the posting period, and such employee has previously made known to the Union an interest in a Job Posting, in the event that a certain vacancy is posted, a Union official may sign the employee's name on the posting by proxy. It shall be the responsibility of the Union official exercising the proxy to so advise the manager involved at the time of exercise.

11.02 During the posting time periods, the Company shall have the right to make temporary appointments.

11.03 In the event that two (2) or more employees apply the Company will consider:

(a) seniority;

(b) skill, ability and qualifications to perform the work required.

Where the factors in (b) are relatively equal, seniority shall govern. It is agreed by the parties, however, that the determination of skill, ability and qualifications of each applicant shall not be exercised in an unreasonable manner.

11.04 If no suitable applicants apply, the Company reserves the right to hire from outside to fill the vacancy, or appoint the employee of its choice, provided no employee is forced to transfer to the vacant position against his will, other than on a temporary basis.

11.05 Should the successful applicant for such vacancy be unsatisfactory at any time within four hundred and eighty (480) regular hours (three hundred and twenty (320) regular hours for job levels F3 and F2) he shall be returned to his former job and the vacancy may be filled without further posting. In doing so, the Company will select the next candidate as per the criteria in 11:03. "Regular hours" shall mean hours worked on the job in question.

Should the successful applicant for such vacancy be unsatisfactory upon completion of four hundred and eighty (480) regular hours if the employee has posted into the job after successful cross-training in the job, or the employee has previously held the position, he shall be returned to his former job and the vacancy may be filled without further posting.

"Regular hours" shall mean hours worked on the job in question.

11:06 The top rate is to be achieved in six (6) months.

A successful applicant shall have the right to return to his former job, within the first eighty four (84) hours from the date he was transferred to the new job classification, without loss of seniority. An employee returning to his previous job will be paid his previous rate of pay.

- 11.07 Any employee who has successfully bid under this Article may return to the previous job within eighty-four (84) hours from the actual start of his successful bid. The employee will not be entitled to bid on another posted job for six (6) months from the actual date the applicant was declared the successful bidder, except for temporary postings. Any employee who is awarded a position and declines shall be ineligible to post for another position for three (3) months.
- This restriction will not apply where the individual is returned to his former position by the Company.
- 11.08 Any job which is vacant because of illness, accident, vacation, leave of absence or temporary transfer shall not be deemed to be vacant for the purposes of this Article.
- 11.09 The successful applicant shall receive the new rate upon being assigned to the vacant position, but no later than two (2) weeks following the removal date of the posting wherever possible.

ARTICLE 12 - BULLETIN BOARDS

- 12.01 The Company shall furnish the Union with a bulletin board in each location for the purposes of posting notices relating to Union business. Such notices must be approved by the Human Resources Department prior to being posted and such approval will not be unreasonably withheld.

ARTICLE 13 – HEALTH AND SAFETY

- 13.01 The Company will make reasonable provision for the health and safety of its employees during the hours of their employment. It is understood that the Company, the employees and the Union are bound by and shall abide by the provisions of the Occupational Health and Safety Act.
- 13.02 With the exception of Article 13.03, 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 employees from injury, shall be provided by the Company, and must be worn by the employee.
- 13.03
- (a) The Company will contribute one hundred percent (100%) of the cost of one pair of safety boots per calendar year for each employee, who is required by the Company to wear safety boots, to a maximum of one-hundred and thirty-five (\$135.00). Safety footwear may be purchased from the safety shoe vehicle that calls at the Plant or any other source provided that such footwear is CSA Approved. Tool Room employees will be allowed to utilize this provision on a six month basis. Exceptions will be considered on an individual basis.
- (b) Designated employees who require protection from adverse weather conditions shall be provided with the appropriate outerwear.
- (c) When an employee is required to wear safety glasses on a regular basis and such employee normally wears prescription glasses, the Company shall contribute one hundred percent (100%) of the cost of one pair of prescription safety glasses as required, but no

more frequently than every two (2) years to a maximum of two hundred (\$200.00).

- 13.04 It is understood that a Safety Committee has been established in accordance with the Occupational Health and Safety Act. The Union shall appoint one from each shift at each location, plus a Co-chair person to the Safety Committee. In addition, one person shall be appointed to represent the interests of the Office staff. Two members of the Committee will be designated as Co-chairpersons.
- 13.05 The Committee will meet monthly and at such other times as may be necessary.
- 13.06 When the Chairman of the Safety Committee investigates an accident, one of the Union appointed members of the Safety Committee will be in attendance.
- 13.07 Copies of the Chairman's report of any accident will be provided to all members of the Safety Committee.
- 13.08 It is understood that the responsibilities of the Safety Committee shall be to:
- 1) Carry out inspection of the place of work;
 - 2) Receive copy of accident notices and investigations on events which caused or could have likely caused an accident;
 - 3) Identify situations which may be a source of hazard for the workers;
 - 4) Make the recommendations deemed appropriate to the Health & Safety Committee and the worker;
 - 5) Assist workers in the exercise of their rights as recognized by legislation on occupational health and safety;
 - 6) Accompany the inspector during inspection visits;
 - 7) Intervene in cases where the worker refuses to perform work which could endanger his health or physical integrity;
 - 8) To file complaints with the V-P of Operations and/or the Company General Manager as appropriate;
 - 9) To participate in the identification and evaluation of characteristics of job locations and work performed by workers and the identification of contaminants and hazardous materials present in the workplace.
- 13.09 The Company agrees to continue a system of audiometric testing, to be conducted every two (2) years.

ARTICLE 14 - TEMPORARY TRANSFERS

- 14.01 When an employee is assigned on a temporary basis to perform work in a higher rated job, he shall be paid at the rate of the job to which he is transferred or the employee's own occupational rate, whichever is greater.

- 14.02 Temporary transfers shall not exceed 21 calendar days unless mutually agreed by the Company and the Union.
- 14.03 Where temporary transfers are required within a Department, the most senior capable Department employee on the shift will be offered the transfer. This will not, however, preclude the Company from maintaining crews that are fully capable of performing the work required.
- 14.04 Experience acquired on a temporary transfer shall not be considered for the purposes of qualifications under Article 11.
- 14.05 Temporary transfers shall be used only for emergency purposes, replacement of absenteeism, vacation replacement, job posting coverage, leaves of absence, and shall not be a replacement for overtime opportunities. Temporary transfers over 21 calendar days will be mutually agreed between the Company and the Union.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 Leave of absence without pay may, at the discretion of the Company, be granted, without loss of seniority, for a maximum of six (6) months, provided that an application is made in writing.
- 15.02 Pregnancy and Parental Leave:
- The company agrees to comply with the Pregnancy and Parental Leave provisions of the Employment Standards Act.
- The Company shall grant one (1) day parental leave with pay upon the birth or legal adoption of a child. This day must be taken within two (2) weeks of the actual birth or adoption date.

ARTICLE 16 - BEREAVEMENT LEAVE

- 16.01
- (a) The Company shall pay an employee the equivalent of up to one week's average pay at the employee's straight time hourly rate for all regular time lost, in the event of the death of the employee's spouse, child, mother, father, stepchild, stepmother, or stepfather. Payment will be based upon shift: i.e. 12 hr shift pattern, 42 hrs - 5 day shift pattern, 40 hrs.
- (b) The Company shall pay an employee up to three (3) days pay or two (2) days pay, whichever is applicable, based upon shift, at the employee's straight time hourly rate for all regular time lost in the event of the death of an employee's mother-in-law, father-in-law, sister, brother, grandmother, grandfather or grandchild, stepsister, stepbrother.
- (c) The Company shall pay an employee up to one (1) day's pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's sister-in-law or brother-in-law.
- 16.02 Payment for (a), (b) and (c) above shall be made for the purpose of giving the employee time off to make arrangements for and/or attending the funeral. Probationary employees shall not be entitled to payment under this Article.

- 16.03 When any of the employee's immediate family, as previously described in (a) (b) & (c) dies while an employee is on vacation, the applicable bereavement leave will be provided and the affected portion of the employee's vacation shall be re-scheduled at a mutually agreeable time.
- 16.04 All of the above leaves must be taken at the time of the death, and cannot be deferred to a later date.

ARTICLE 17 - JURY DUTY/SUBPOENAED WITNESS

- 17.01 An employee who is selected for service as a juror or subpoenaed as a witness will be compensated for loss of pay from his regularly scheduled shift due to such jury or witness duty. Such compensation will be based on his regular scheduled hours at his straight time hourly rate less the fee received for his services as a juror or witness. It is understood that this Clause shall not apply to employees subpoenaed as witnesses for arbitration hearings.
- 17.02 In order to qualify for payment under this Article, an employee must:
- (a) inform his immediate Supervisor as soon as possible after his selection for service as a juror or receipt of subpoena as a witness;
 - (b) provide a written statement for the Company indicating the date or dates of service as a juror or witness, the time so spent and the fees received for services as a juror or witness.

ARTICLE 18 - TECHNOLOGICAL CHANGE

- 18.01 In the event that the Company intends to introduce a technological change which will adversely affect the job security of any employees in the Bargaining Unit, the Company will provide the Union with at least ninety (90) days notice thereof and meet with the Union to discuss ways of alleviating the adverse impact on any affected employees. Such items as retraining and job posting shall be implemented where possible.
- 18.02 Where an employee is displaced to a lower paid position due to technological change, they will continue to be paid their pre-displacement job rate for a period of six (6) months.
- For the next six (6) months they will be paid half the difference between their pre-displacement job rate and the rate for the job they are performing.
- At the end of this twelve (12) month period, their rate will be adjusted to the rate for the job they are performing.

In cases of redundancy only, the displaced employee will continue to be paid his pre-displacement job rate for a period of four (4) months.

ARTICLE 19 - SCHEDULES

19.01 The following Schedules are included herein and form part of the Agreement:

Schedule "A"	Wage Schedules
Schedule "B"	Shift Premium, Call-in Pay, Reporting Pay, Coveralls, Shopcoats, Aprons, Meal Allowance, Meal and Travel Allowance, Lead Hands.
Schedule "C"	Hours of Work and Overtime.
Schedule "D"	Group Insurance (OHIP, Group Life Insurance Plan, Short Term Long Term Sick Leave, Pension Plan, Medical Plan, Insurance Policies, Vision Care).
Schedule "E"	Vacations
Schedule "F"	Paid Holidays
Schedule "G"	Tool Allowance

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall be effective from February 12th 2001, and shall remain in force until February 11th, 2004 inclusive. Unless either party gives to the other party written notice of termination or a desire to amend the Agreement, then it shall continue in effect without change from year to year hereafter until terminated in the manner hereinafter provided.

20.02 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.

20.03 If notice of amendments or of termination is given by either party, the other party agrees to meet within fifteen (15) days of 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 purposes of negotiations.

ARTICLE 21 - SEVERANCE ALLOWANCE

21.01 If the Company decides to close the Plant or a major portion thereof, the Company shall provide the Union with a minimum of 90 days notice of such closure or partial closure. Employees with one (1) year of service or more will receive 1 and ½ weeks' pay at their current classified rate for each completed year of service to a maximum of twenty six (26) weeks.

DATED at Metropolitan Toronto this

day of

For the Company

Evelyn Humphries

Scott Smyth

Lance Fielding

Margaret Charbonneau

For the Communications, Energy and Paperworkers Union, Local 320, C.E.P.

Donald D'Souza

Lance Sequeira

Tom Marji

Bill Carter

Jim Kiofos

For the Communication, Energy and Paperworkers Union, National Office

Robert Smart

SCHEDULE "A"

WAGE SCHEDULES

	EFFECTIVE FEBRUARY 12,2001		EFFECTIVE FEBRUARY 11,2002		EFFECTIVE FEBRUARY 10, 2003	
	START	SIX MONTHS	START	SIX MONTHS	START	TWELVE MONTHS
FACTORY I						
Order Picker/Picker	14.77	18.15	15.06	18.51	15.37	18.88
Hang/Kugler Set Up Operator Labelling & Returns						
FACTORY II						
Hang/Kugler Packer Set Up Label Maker and Planner Labelling /Returns Helper ABC Assembler/Packer	13.34	16.24	13.60	16.56	13.88	16.90
FACTORY III						
Ring Placer Janitor Material Handler	12.37	14.30	12.62	14.59	12.87	14.88
Engineer Technician	28.77	29.67	29.34	30.26	29.93	30.87
Senior Electrical Technician	36.76	38.03	37.50	38.79	38.25	39.57
Maintenance Electrician	28.77	29.67	29.34	30.26	29.93	30.87
TRADESPERSON I						
Tool & Die Maker Maintenance/Machinist A Maintenance Apprentice Maintenance /Machinist B	20.93 22.72 22.72	25.25 24.20	21.35 23.17 23.17	25.76 24.68	21.77 23.63 23.63	26.27 25.18
TRADESPERSON II						
Maintenance/Building /Machine Vinyl Set Up Operator – flats Heat Seal Set Up Operator Receiver Finished Goods Receiver Raw Materials	18.57	21.93	18.95	22.37	19.32	22.82
TRADESPERSON III						
Shipper ABC Set Up/ Operator Warehouse Person Finished Goods	16.68	20.93	17.01	21.35	17.35	21.77

Warehouse Person Raw Materials

- * 1st year apprentice will be paid at 70% of the job rate
- * 2nd year apprentice will be paid at 80% of the job rate
- * 3rd year apprentice will be paid at 90% of the job rate
- * 4th year apprentice will be paid at the job rate

SCHEDULE "B"

SHIFT PREMIUMS, CALL-IN PAY, REPORTING PAY

1. SHIFT PREMIUM

- (a) A shift differential of seventy five (75) cents per hour will be paid for all hours worked on the 2nd shift and eighty (80) cents per hour for the third shift. The fourth shift will receive ninety (90) cents per hour.

Effective February 11th, 2002, the shift differential for all shifts will increase by .5 cents per hour in each year of the Agreement.

- (b) Shift differentials will not be added to the employee's hourly rate for the purpose of calculating overtime payment. However, the employees working overtime before or after a shift which bears a premium shall have the premium paid for the additional hours so worked.

2. CALL-IN PAY

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 6 hours pay at the employee's regular hourly rate of pay for employees on a 12 hour shift, and 4½ hours for all other shifts, or the applicable overtime rate as outlined in Schedule "C", Clause (2).

3. REPORTING PAY

An employee who reports for work as usual on a regular working day, unless notified not to report before leaving home, and for whom no work at his regular job is available, shall be offered at least 6 hours work for employees on a 12 hour shift, and 4½ hours for all other shifts, at the employee's current rate of pay, or, at the Company's option, will be paid for six (6) hours or four and one half (4½) hours, as appropriate, in lieu of work. This provision shall not apply if the failure or the inability to notify is beyond the control of the Company.

4. COVERALLS, SHOPCOATS, APRONS

Coveralls or shopcoats will be provided by the Company to employees in the Tool Room and to employees in Production Set-Up classifications where grime, dirt and grease are a factor. In addition, aprons will be provided as required in the Manufacturing area. Employee requests for replacement shall be considered on a case by case basis.

5. MEAL ALLOWANCE

Employees who work more than two (2) hours beyond the end of their shift and were not notified that they were required to do so on their previous shift will receive a meal allowance of \$15.00.

6. LEAD HANDS

Lead Hands who may be appointed, at the discretion of the Company, shall be paid a premium of five (5%) percent per hour of the highest classified rate led in addition to the hourly rate for their classification. In no event should the premium amount be less than ninety (90¢/hr) cents per hour. The Lead Hand rate shall be incorporated into the employee's regular rate for the calculation of vacation pay, holiday pay and overtime.

SCHEDULE "C"

HOURS OF WORK AND OVERTIME

1. HOURS OF WORK

(a) There are two (2) shift patterns of work:

- 12 hour shift pattern
- 5 day shift pattern

12 Hour Shift Pattern

There shall be six (6) twelve (12) hour shifts.

	1st shift	Week 1	Monday to Wednesday	6:00 a.m. - 6:00 p.m.
		Week 2	Monday to Thursday	6:00 a.m. - 6:00 p.m.
a.m.	2nd shift	Week 1	Monday to Wednesday	6:00 p.m. - 6:00
		Week 2	Monday to Thursday	6:00 p.m. - 6:00 a.m.
	3rd shift	Week 1	Thursday to Sunday	6:00 a.m. - 6:00 p.m.
p.m.		Week 2	Friday to Sunday	6:00 a.m. - 6:00
	4th shift	Week 1	Thursday to Sunday	6:00 p.m. - 6:00 a.m.
a.m.		Week 2	Friday to Sunday	6:00 p.m. - 6:00
	5 th shift	Week 1	Wednesday to Saturday	6:00 a.m. – 6:00 p.m.
		Week 2	Wednesday to Friday	6:00 a.m. – 6:00 p.m.
	6 th shift	Week 1	Tuesday to Thursday	12:00 noon – 12:00 a.m.
		Week 2	Tuesday to Friday	12:00 noon – 12:00 a.m.

There shall be one (1) half hour paid lunch period and three (3) 15 minute paid breaks for all twelve (12) hour shift workers.

5 Day Shift Pattern

A.	1st shift	Monday to Thursday	6:30 a.m. - 4:00 p.m.
		Friday	6:30 a.m. - 10:30 a.m.

(i.e. Distribution)

There shall be one (1) half hour unpaid lunch period and two (2) 15 minute breaks.

B.	1st shift	Monday to Thursday	7:30 a.m. - 5:00 p.m.
		Friday	7:30 a.m. - 11:30 a.m.

(i.e. Building Maintenance)

There shall be one (1) half hour unpaid lunch period and two (2) 15 minute breaks.

- the
- (b) The above hours of work may be changed by mutual agreement between the Company and Union.
 - (c) An employee who is late by eight (8) minutes or more will have fifteen (15) minutes deducted. The same formula will apply for each fifteen (15) minute period thereafter. Consistent lateness may be made the reason for disciplinary action.

Notice of Shift Change

The Company shall provide at least one (1) week's advance notice to employees in the event of a long term or permanent change to the employee's shift schedule, except where bumping and/or recall rights are being exercised; subject to 8.04 of the Collective Agreement.

2. **OVERTIME**

- (a) On a scheduled work day, all employees will be paid time and one half (1 ½) for the first four (4) overtime hours, and double time (2 x) for all hours worked thereafter. Before any overtime is paid, an employee must complete his/her scheduled daily hours at regular time. On a non-scheduled work day, payment shall be made at time and one half (1 ½) for the first four (4) hours and double time (2 x) for all hours worked thereafter; with the exception of Saturdays, Sundays and Statutory Holidays where all hours will be paid at double time (2 x). This does not include the sixth (6th) shift, where payment for overtime will be made at time and one half (1 ½) for the first four (4) hours, and double time for all subsequent hours.

Double time will be paid for the 2 days prior to the normal start day of the employees' shift.

time; i.e. . if the shift normally starts on Monday, Saturday and Sunday will be paid at double

double time; . if the shift starts on a Thursday, (week one), Tuesday and Wednesday are paid at

double . if the shift starts on Friday (week two), Wednesday and Thursday are paid at time.

- if the shift starts on a Tuesday, Sunday and Monday will be paid at double time.

time. - if the shift starts on a Wednesday, Monday and Tuesday will be apid at double

- (b) 1. Overtime will be distributed in a department within a classification as equitably as practicable among employees qualified to perform the work. Overtime will be distributed equally among all employees within the classifications of Receiver Finished Goods, Shipper and Warehouseperson Finished Goods in Distribution, *and between* Receiver Raw Materials and Warehouseperson Raw Materials in Manufacturing, provided they are qualified to perform the work, either through cross-training or by having held the position previously. The individual will also earn the applicable rate of pay for the job performed.

2. An employee will not be allowed to choose which day he wants to work. When the employee's turn to work arises, the very first day available will be given to that employee. The employee has the right to accept or decline that day if he so chooses.

3. If an employee decides to decline the day offered, it will be given to the next person on the list until the rotation is completed and that employee will in turn head the list once more. A decline will be marked as a "D" on the overtime sheet.
4. If an employee is absent on his regular shift, the Company will contact the next employee on the overtime list to fill in. If, at this time the employee declines to come in, or if he is not at home, the Company will go to the next person on the list and an "N/A" (not available) will be put against his name. This means he will be the first in line when the next overtime opportunity arises. If more than one employee is unavailable on a certain day, the system of rotation will follow based on whose turn it was first.
5. An employee on vacation will not be permitted to work on the days of his regular shift as overtime. However, the days preceding and following his regular shift are open for overtime.
6. Employees may be offered overtime for less than the whole shift.
7. Seniority is not to be used when determining overtime opportunities.
8. Overtime records will be updated on a weekly basis.
9. When overtime is being offered on the shift and an employee is not at work, the Company will not be required to contact said employee at home. The next employee on the rotation will be offered the overtime and the employee not at work will be marked as not available (N/A) as per 4.
10. There will be no switching of overtime allowed.

The Company and the Union may mutually agree to change the above rules.

Note: The current practice shall apply to overtime distribution within the same job classification (i.e. overtime opportunities on the 1st shift shall be first offered to the 3rd shift, followed by the 4th shift, etc.)

- (c) The Company will endeavour to provide as much notice as possible when requesting employees to work overtime. All overtime shall be on a voluntary basis.

3. Pension Plan - (Group RRSP)

Eligibility

Employees who have completed 6 months of continuous service.

Membership is voluntary. An employee who does not elect to enrol as a member of the plan when first eligible to do so, may do so on the first pay day of any subsequent month.

An employee who has enrolled as a member of the plan shall be permitted to withdraw from membership in the plan while in the employ of the Company.

Contributions

Employee contributions to the plan may be made by payroll deduction or as a lump sum.

Employees may contribute any amount within statutory limits on a payroll deduction basis. The minimum annual payroll contribution is 2% of earnings. Once set, the amount of any employee's payroll contribution may only be changed quarterly.

Acco Canada Inc. will match employee payroll contributions up to a maximum of 5% of an employee's earnings.

Lump sum contributions to the group RRSP may be made at any time during the year. There are no minimums.

Spousal contributions to the plan are allowed.

Contributions to the plan must be within the limits imposed by the Income Tax Act of Canada.

A member shall not be permitted to withdraw any or all of the employer's contributions to the plan while in the employ of the Company. This provision will only be waived for Home Ownership loans.

The transfer of the proceeds of an RRSP held outside of the company to the group RRSP is allowed.

Each member may direct the investment of all contributions made to his/her account within the investment options available under the group RRSP policy.

Investment

The Company will appoint the Group Carrier to handle the investment of all contributions to the Group RRSP. Any changes in Carrier must be mutually agreed by both the Company and the Union.

A number of investment options will be available to employees for the investment of all contributions to the Group RRSP.

Administration

The general administration of the group RRSP will be the responsibility of the Company. The Company shall appoint a Retirement Committee which will be responsible for the interpretation and application of the plan. Any questions or disputes about the operation of the plan will be referred to the Retirement Committee for settlement and the decision of the Retirement Committee will be final and binding upon all concerned.

The members of the Retirement Committee shall be appointed from time to time and shall serve at the pleasure of the Board of Directors of the Company. At least two members of the Committee shall be from the Bargaining Unit and appointed by the Local Union. There will be one meeting per year.

The Company appointed Carrier will handle all administration of the plan with respect to the investment of contributions, periodic statements and the issuing of tax certificates.

Retirement Benefits

Upon retirement, an employee may elect to use the proceeds of his/her account to purchase retirement income, continue as a member of the group RRSP (with no further payroll contributions), transfer his/her proceeds to a private RRSP, or withdraw cash. All of these options will be subject to the limitations imposed under the Income Tax Act of Canada.

Termination of Employment

If a member terminates employment with the company, other than as a result of death or retirement, his active participation in the plan will cease. He/she shall be entitled to remain as a non-active member of the group RRSP, receive a lump sum settlement equal to the value of his/her plan, or transfer the proceeds to a private RRSP.

Death Benefits

Where any employee dies while a member of the plan, the full value of his/her plan will be available to his/her beneficiary (beneficiaries) under the plan.

Expenses

All normal and reasonable expenses incurred in the operation of the group RRSP shall be paid by the company.

4. Major Medical Plan

The Company will pay one hundred (100%) percent of the premium cost of the existing major Medical Plan (no deductible).

SCHEDULE "E"

VACATIONS

- (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 April 1st to March 31st.
- (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 March 31st will be entitled to receive, during the next vacation year, seven (7) hours of vacation for each full month worked from date of hire to March 31st to a maximum of eighty four (84) hours for 12 hour shift employees. 40 hour shift employees will receive 6.5 hours of vacation for each full month worked from the date of hire to March 31st, to a maximum of 80 hours vacation. In addition, the employee will receive four (4%) percent of all wages earned the preceding vacation year.
- (e) For employees with one (1) full week of vacation or more as of April 1st, each week of vacation pay will be calculated at 2% of gross earnings in the previous vacation year or 40/42 hours pay (40 hours for the 5 day shift pattern) (42 hours for the 12 hour shifts) at the employees' regular rate of pay at time of vacation, whichever is greater, provided the employee has worked a minimum of 1040 hours during the previous vacation year.
- (f) Employees with one (1) full year, but less than five (5) full years of continuous service as of April 1st will receive two (2) weeks' vacation with pay at four (4%) percent of all wages earned during the preceding vacation year.
- (g) Employees with five (5) full years, but less than ten (10) years of continuous service as of April 1st will receive three (3) weeks vacation with pay equal to six (6%) percent of all wages earned during the previous vacation year.
- (h) Employees with ten (10) full years, but less than eighteen (18) full years of continuous service as of April 1st will receive four (4) weeks vacation with pay equal to eight (8%) percent of all wages earned during the previous vacation year.
- (i) Employees with eighteen (18) full years, but less than twenty five (25) years of service as of April 1st will receive five (5) weeks vacation with pay equal to ten (10%) percent of all wages earned during the previous vacation year.
- (j) Employees with 25 years or more of continuous service as of April 1st will receive 6 weeks of vacation with pay equal to twelve (12%) percent of all wages earned during the previous vacation year.
- (k) Employees who attain (5) full years, ten (10) full years, eighteen (18) full years, or twenty five (25) full years of continuous service during the vacation year, are eligible for their third, fourth, fifth or sixth week of vacation respectively, upon attainment of their service anniversary date.
- (l) For the purposes of vacation entitlement, years of service shall include all time worked with the Company, save and except that an employee who was terminated from the Company shall lose all previous years of service should the employee be re-hired at a later date. Length of service will not be broken by an approved leave of absence or by a lay-off not exceeding twenty four (24) months.

Vacation Scheduling

- (a) The Company will prepare a vacation schedule for the convenience of employees whenever possible and practical.
- (b) Vacation schedules will be maintained in each Department.
- (c) Employees will be asked by their Supervisor prior to April 1st for their selection of vacation dates. Should an employee fail to select vacation dates by April 30th, the employee may lose the right of selection to a junior employee.
- (d) The choice of an employee's vacation once approved by the Supervisor shall be signified by the employee's initials on the vacation schedule chart, and thereafter can only be changed by mutual agreement between the Supervisor and the employee.
- (e) When a choice of vacation is in dispute between two or more employees, seniority will be the deciding factor.
- (f) 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; third, fourth, fifth, or sixth weeks may be taken as work requirements permit.
- (g) The Company shall have the final determination as to when each employee shall take the employee's vacations, but will co-operate in an endeavour to arrange a mutually satisfactory time.
- (h) It is understood that the Company may shut down the plant, either totally or partially, for summer vacation purposes during July and August. The Company shall post the date of shutdown by February 14th.

Vacation Pay on Lay-Off or Termination

On termination of employment or lay-off of more than 13 weeks, employees will receive any vacation pay owed them.

SCHEDULE "F"

PAID HOLIDAYS

- (a) The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day or days celebrated in lieu thereof:

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

(plus one floating holiday to be scheduled at the discretion of the Company each year).

- (b) To qualify for payment by the Company for the above mentioned holidays, an employee must meet the following conditions:
- (i) have been continuously employed by the Company and worked a minimum of 480 hours or 90 calendar days, which ever comes first, (not including overtime) immediately prior to the date of the holiday;

(There will be no waiting period for holiday payment in the case of employees exercising their recall rights)
 - (ii) report for full time work on the working days immediately preceding and following the holiday, unless the employee is absent on either day due to medically certified illness or the employee has obtained an approved Leave of Absence.
- (c) Payment for work performed on any of the above described holidays shall be on the basis of double time the regular rate per hour in addition to the employee's regular holiday pay.
- (d) 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.
- (e) Any of the above holidays may be changed by mutual agreement between the Company and the Union.
- (f) If an employee is prevented by lay-off or certified illness from working the employee's shift 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 or certified illness provided the employee was at work some time in the thirty (30) day period immediately prior to the holiday(s).

SCHEDULE "G"

TOOL ALLOWANCE

A tool allowance will be paid to Tool Room employees only during each year of this Agreement. It will be one hundred and fifty-five (\$155.00) dollars. It is understood that the Company shall continue to provide the required tools for those employees involved in Set-up duties in the Manufacturing area. Payment will be made in September of each year.

LETTER OF UNDERSTANDING - #1

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company and the Union agree that during the life of this Agreement, they will meet to review Job Evaluation programs that are in compliance with the Pay Equity Act. Such review will commence within 30 days of the Job Evaluation request in writing.

Dated at Toronto, this _____ day of _____ 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth

J. Kiofos

M. Charbonneau

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union

National Office

R. Smart

LETTER OF UNDERSTANDING - #2

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company and the Union agree that during the life of this Agreement, they will continue the joint Employee Assistance Program.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries
L. Sequeira

L. Fielding
DeSouza

S. Smyth

M.
T. Marji

W. Carter

D.

J. Kiofos

Charbonneau

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #3

Between

ACCO CANADA INC.

and

COMMUNICATION, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company agrees that during the life of this agreement, it will commit to train Bargaining Unit members, at a rate of two (2) per physical inventory to allow for increased participation in inventory. Once the list of employees selected by Department for inventory training is established, training shall commence by seniority.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S.
J. Kiofos

Smyth

M.
T. Marji

Charbonneau

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #4

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company and the Union agree that the system of Job Evaluation shall be maintained during the term of the Collective Agreement as a method of reviewing new or changed jobs.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E.
L. Sequeira

Humphries

L
D. DeSouza

Fielding

S.
J. Kiofos

Smyth

M. Charbonneau
T. Marji

Carter

W.

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #5

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION

and its

Toronto Local 320

The Company agrees to observe two (2) minutes silence each April 28th, the National Day of Mourning for people who have suffered fatalities on the job, however, the silence will be held two minutes before the break.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding
DeSouza

D.

S. Smyth

J. Kiofos

M. Charbonneau

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #6

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

HEALTH AND SAFETY

The Company agrees that we are committed to Bill 208 and will conform to that legislation.

Dated at Toronto, this _____ day of _____, 2001

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth

J. Kiofos

M. Charbonneau

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #7

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

BUMPING RULES

1. A displaced employee may only bump or fill a vacancy laterally or down. Employees must return to their posted job and shift when their company seniority allows them to do so. However, in order to avoid lay-off out of the Company, an employee with seniority may bump into a higher classification provided he has been officially cross trained and deemed to be qualified, or held the position through a temporary job posting.
2. In order to bump, an employee must have successfully completed the probationary period and acquired previous job/machine experience through a permanent job posting only.
3. **Method of Bumping:**

All vacancies will be filled before and/or during the implementation of a lay-off. Subsequent options will be reviewed by Human Resources and the Union Executive. Seniority will govern if the employee is qualified to do the job. Displaced employees will be given a list of job options they can bump into.
4. **Evaluation Procedure:**

Employees will be given a familiarization period of twelve (12) hours in order to ensure that he can perform the basic duties of the new position. The employee will then be evaluated after 84 hours.
5. **Number of Bumps per Person:**

An employee may try several positions, but may only bump once within the same classification. This restriction will not apply where an individual is deemed unsatisfactory by the Company.

6. Bumping will be allowed among all shifts.
7. All F-3 classified positions will be open to bumping by seniority, not job content.
8. An employee displaced from his posted job shall retain their *pre-displacement* wage rate for a period of 30 worked days.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

E. Humphries

L. Fielding

S. Smyth

M. Charbonneau

For the Communications, Energy and Paperworkers Union
Local 320

L. Sequeira

D. DeSouza

J. Kiofos

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #8

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION

and its

Toronto Local 320

The Company agrees that the following classifications have been deleted, and if they are at any time reinstated, they will revert to their former positioning:

GROUP LEADER Engineering Technician

TRADESPERSON II Receiver

Kiefel Set Up Operator
Vinyl Set-Up Operator – Assbembly
Colpitts Set-Up Operator – 2Up
CDM Set-Up Operator

TRADESPERSON III Guillotine Set Up / Operator
Auto Data Line Set Up / Operator
Clip Line Set Up / Operator
Heat Seal 1 Up

Colpitts Set-Up Operator – 1 Up

FACTORY I ABC Machine Set Up / Operator
Auto Heat Seal (Turn Table)
Set Up / Operator
Parts & Repairs Person
Material Co-ordinator

FACTORY II Shuttle Heat Seal Set Up / Operator
Shanklin Set Up / Operator

Repack

FACTORY III

Hand Riveting Machine Assembler
Poly Shrink / Bagger
Accoflex Manual Assembler
No. 3 Clip Line Operator
Label Maker and Planner
Labelling (ABC)
Data Hook Assembler
Hand Stripper
Kiefel Take Off Person

FACTORY IV

Data Hook Assembler
Colpitts Stripper
Hand Assembler
Collator
Foil Stamper
Hand Stripper
Packing
Labelling

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth

J. Kiofos

M. Charbonneau

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union
National Office
R. Smart

LETTER OF UNDERSTANDING - #9

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company agrees that if at any time the Provincial Government restores the previous OHIP plan, replacing the present Health Card System with individual and family premiums, the Company shall pay the inflation-adjusted premium.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth

J. Kiofos

M. Charbonneau

T. Marji

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #10

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

MEAL AND TRAVEL ALLOWANCE

The Company agrees that should the position of "Driver" be re-instated, and where he/she is off location for more than 10 (ten) consecutive hours, he/she would receive a meal allowance as follows:

Meal allowance	\$24.00 per day
Accommodation	\$70.00 per day

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth
Kiofos

J.

M. Charbonneau
Marji

T.

Carter

W.

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #11

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

The Company and the Union agree that WEDNESDAY shall be the pay day for the Bargaining Unit, except for those weeks where Monday is a Statutory Holiday. In these instances, the pay day will be Thursday of the same week.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth
Kiofos

J.

M. Charbonneau
Marji

T.

Carter

W.

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #12

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

BANKING HOURS

The purpose of this Letter of Understanding is to agree on the procedures to allow Union Members to bank certain overtime hours.

- Employees will be allowed to bank only double time hours for the two days prior to the normal start day of the employees' shift.
- Can only bank complete shifts. Payments can be made upon request for banked hours.
- Employees will take two full days off for every full banked hour shift, with prior approval of their Shift Supervisor.
- All banked hours must be cleared by 31st of December each year.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth
Kiofos

J.

M. Charbonneau
Marji

T.

Carter

W.

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

LETTER OF UNDERSTANDING - #13

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION

and its

Toronto Local 320

OVERTIME CALL-IN PROCEDURE

The purpose of this Letter of Understanding is to ensure that the Company maintains a reasonable and flexible work schedule and coverage in order to service our customers.

▪ Short Term Non-Attendance (up to one week)

The Company may call employees to fill this vacancy on an overtime basis, however employees in the same job classification will be called first.

▪ Long Term Non-Attendance

Any non-attendance in excess of one week, the position can be filled with a temporary person.

If the non-attendance exceeds thirty (30) days, the Company will post the position when required.

The normal posting procedure will apply.

Employees who are successfully cross trained and are the successful applicant for a temporary posting shall receive the top rate in six (6) months. Such employees shall be credited for time spent in such posting for the purposes for their rate of pay as per Schedule "A" for any future temporary and/or permanent job postings.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

D. DeSouza

S. Smyth
Kiofos

J.

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T.

Carter

W.

For the Communications, Energy and Paperworkers Union
National Office

LETTER OF UNDERSTANDING - #14

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
and its
Toronto Local 320

RE: ARTICLE 11:03
CROSS TRAINING PROCEDURE

The purpose of this Letter of Understanding is to agree on the procedures to be used for Cross Training. Cross Training will be provided by the Company at its expense for the purpose of expanding the skill and ability of Bargaining Unit members.

1. Cross Training will be provided for the following job classifications with the corresponding estimated duration and frequency:

Letter of Understand 14: Cross Training

JOB	Estimated Duration	Trainees per Session	Sessions per Year
Heat Seal	4 weeks	1	1 per year
Warehouse (Raw)	2 weeks	1	1 per 24 mos
Warehouse (F.G.)	2 weeks	1	1 per year
Hang/Kugler	3 weeks	1	1 per 24 mos
Picker/Packer	2 weeks	1	1 per year
Label Maker/Planner	1 weeks	1	2 in 1st year 1 per 24 mos thereafter
Assembly Packer	2 weeks	1	2 in 1 st year 1 per 24 mos thereafter
Receiver Finished Goods	2 weeks	1	1 per year
Receiver (Raw)	2 weeks	1	1per 24 mos
Shipper	2 weeks	1	1 per 24 mos
Returns	3 weeks	1	1 per 24 mos

Training start date to be three weeks after posting date. The Company will determine where the training requirement is, and conduct the cross training on that particular shift.

2. For each Cross Training session, the Company shall use a job posting as per Article 11:01.
3. In the event that two (2) or more employees apply, the Company will consider seniority as the determining factor.

4. For the duration of the Cross Training session, the employee will be paid at the start rate for that classification, or their current rate, whichever is greater.
5. Should the successful applicant be unsatisfactory at any time during the training period, he shall be returned to his former job. He shall not become eligible to be cross trained in that classification for two years from the date of his successful bid. Any successful applicant will be limited to 1 (one) training session per year.
6. Should the successful applicant complete the Cross Training successfully, then he shall be returned to his former job. He shall also be considered by the Company as having the skill and ability to perform the job for which the Cross Training was just completed.
7. In situations where the Company has clear advanced knowledge of new jobs becoming available, the required training will be accelerated to cover the new positions on all four shifts.
8. Qualified employees who have successfully completed the Cross Training program may be used in Temporary Transfer situations, in accordance with Article 14:05.

Dated at Toronto, this _____ day of _____, 2001.

For the Company

For the Communications, Energy and Paperworkers Union
Local 320

E. Humphries

L. Sequeira

L. Fielding

DeSouza

S. Smyth
Kiofos

J.

M. Charbonneau
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T.

W. Carter

For the Communications, Energy and Paperworkers Union
National Office

R. Smart

PLANT RULES

- (1) During working hours, employees must remain on the premises at their assigned job, unless approval to leave has been obtained from their supervisor.
- (2) If at any time a Kronos card is miswiped, your Shift Supervisor must be notified immediately.
- (3) The Human Resources Department must be advised within 5 working days of any change in home address, phone number, dependants for tax purposes, hospitalization, etc.
- (4) Upon return from any absence, employees must report to their Shift Supervisor.
- (5) The Shift Supervisor must be contacted immediately, if you are unable to get to work for any reason or if you will be more than one hour late. Sending notice with another employee is not acceptable and will be treated as an unknown absence.
- (6) If absent for three or more days without permission, a doctor's certificate must be handed to your Shift Supervisor or sent to the H.R. Department explaining reason for absence.
- (7) Use or removal of any Company property, including materials and product components from Company premises, must be authorized by the Shift Supervisor before any such items are removed from the premises.
- (8) All excess clothing (that are not required while working) must be kept or stored in the appropriate area - i.e. coat racks and lockers which have been supplied by the Company.
- (9) Violation of any of the following rules may be considered sufficient cause for discipline.
 - 9.1 Tardiness (not being available for work at the normal starting time).
 - 9.2 Absenteeism without just cause. (See #6 above)
 - 9.3 Negligent or careless workmanship.
 - 9.4 Violation of Safety Rules.

Violation of any of the ABOVE rules may be cause for the following disciplinary action:

First Offence: VERBAL WARNING
Second Offence: WRITTEN WARNING
Third offence: 1 DAY SUSPENSION
Fourth Offence: 3 DAY SUSPENSION
Fifth Offence: DISMISSAL

- (10) Violation of any of the following rules and participation in any of the following offenses may be considered sufficient cause for disciplinary action up to and including immediate dismissal.
- 10.1 Fighting
 - 10.2 Insubordination
 - 10.3 Intoxication; carrying or consuming intoxicating beverages or illegal drugs on Company premises, or reporting for duty while under the influence of alcohol or illegal drugs.
 - 10.4 Disorderly conduct on premises
 - 10.5 Falsifying reports
 - 10.6 Swiping other employees' Kronos cards
 - 10.7 Destroying or defacing Company property
 - 10.8 Sleeping on duty
 - 10.9 Theft
- (11) In taking disciplinary action, the Company shall not consider any previous disciplinary action involving the employee provided that a twelve (12) month period has elapsed from the date of the last similar infraction.
- (12) Each starting time, at the beginning of a shift or at the end of a break period, will be signalled by a warning bell which will sound 3 minutes before the scheduled starting time.
- (13) All employees must be at their work stations and must begin working as soon as the starting bell sounds.