

COLLECTIVE AGREEMENT

between

**SHOREWOOD PACKAGING
CORPORATION
A BUSINESS OF INTERNATIONAL
PAPER**

and

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION,
LOCAL 763-S
(Smiths Falls Plant)**

February 1st, 2003 to January 31st, 2009

109504

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ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION

- 2.01 The Company recognizes the Graphics Communications International Union and its affiliated Local Union 763-S as the bargaining agency for all employees of Shorewood Packaging Corporation, a business of International Paper Company, in Smiths Falls, save and except Supervisors, persons above the rank of Supervisor, office staff and sales staff.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of Management to:
- a) Maintain order, discipline **and** efficiency.
 - b) Hire, discharge, classify, transfer, promote, demote or discipline employees, provided

that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as provided.

- c) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

ARTICLE 4 UNION SECURITY

- 4.01 The Company and the Union agree that **all** employees must be supporters of the agency authorized to negotiate on their behalf, and it shall be a condition of employment that every employee covered by this agreement must pay dues to the Union. It shall further be required that each employee must apply for membership in the Union within sixty working days of commencement of employment, but if however,

the employee is refused membership by the Union, or subsequently has a disagreement with the Union about his/her membership, they shall not be discharged by the Company.

- 4.02 Assistants Shift Managers and/or Shift Managers will not perform work normally carried out by the members of the bargaining unit except for the purposes of training, evaluating equipment or in the case of emergency.

ARTICLE 5 COMPULSORY CHECK-OFF

- 5.01 The Company agrees to deduct Union dues from the first pay of each month of all employees certified as the bargaining unit. If any such employee is absent at the time of deduction, the dues for this month are to be deducted together with the next month's dues. The Company will remit the money thus collected to the Treasurer of the local Union during the month in which the deduction is made.

ARTICLE 6 SHOP COMMITTEE

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise elect a Shop Committee of not more than three (3) employees plus the local Union President, the secretary/treasurer and a shop steward chosen

from different job classifications and the groups listed below. The Company will recognize and deal with the said Committee with respect to any matters which properly arise from time to time during the life of this Agreement, including grievance and negotiations.

GROUP A: Maintenance Mechanic,
Maintenance Assistant, Rotary
Die Maintenance, Gluer Operator,
Platen Die Person

GROUP B: Press Operator, Press Assistant,
Cutter Creaser Hot Foil Stamping
Operator,
Third Press Person - Lemanic

GROUP C: Shredder Attendant
Reel Feed Operator,
Shipper/Receiver, Ink Room
Attendant, Ink Room store Person,
General Labour

GROUP D: Quality Assurance Technician,
Cylinder Analyst,
Janitor, MQE Pre Make-Ready

GROUP E Inspector/Sorter/Packer, Board
Trimmer.

6.02 The above Shop Committee will also assist employees in presenting their grievances. The Union agrees to supply the Company with the names of the employees constituting the Shop

Committee and to keep such list up to date at all times.

- 6.03 The Union **recognizes** that Shop Committee members have regular duties to perform in their employment and that such members will not leave their regular duties or absent themselves unreasonably without first obtaining permission from the person in charge. In accordance with this understanding, the Company will compensate such employees for time spent in investigating or adjusting grievances which involve meetings between the Company and the Union during their regular working hours and at their regular rates of pay.
- 6.04 The Company will not compensate a member of the Shop Committee for time spent traveling to or from or in attendance at any arbitration or conciliation proceedings arising out of this Agreement.
- 6.05 The Company agrees that the Union President and the Vice-president (or their respective designates) may attend a maximum of two (2) conventions per calendar year, provided written notice of at least thirty (30) days has been submitted to the Human Resources Department.

ARTICLE 7 CO-OPERATION

- 7.01 The Company agrees to co-operate with the employees, and the employees agree to co-

- operate with the Company, and in particular in matters concerning economy of operation, quality and quantity of output, protection of property, thereby ensuring peace and harmony existing throughout the plant.
- 7.02 The Union and the Company mutually agree to promote safe working conditions throughout the plant and the Company agrees to appoint a Safety Committee comprised of both Union and Management personnel.
- 7.03 The Union Committee agrees to assist the Company in the maintenance of order and cleanliness throughout the plant.
- 7.04 It is each employee's responsibility to report for work in proper physical condition in order to perform his/her assigned duties.
- 7.05 As long as it can be shown that the current employees can efficiently perform the work, no regular employee will be laid ~~off~~ as a result of contracting out.
- 7.06 Any employee requesting to see and read his/her personal office record may do so through his supervisor and with the assistance of the Union President.
- 7.07 An employee who, for a period of nine (9) consecutive months, does not incur any disciplinary action for absenteeism will be considered as having a clean record for absenteeism should any future discipline be warranted.

7.08 Any disciplinary action, for reasons other than absenteeism, contained in an employee's personal file, will be disregarded in the application of discipline, after a period of eighteen (18) months, except in the re-occurrence of an offense of a similar nature.

7.09 There will 'be no jurisdictional restrictions between any classifications in the Smiths Falls facility, including production vs. production, maintenance vs. maintenance, and production vs. maintenance. Any employee may be assigned to perform any work that he/she is qualified to safely perform.

The above language supercedes all existing language, positions statements, special agreements, letters of instruction or memorandum, grievance **answers**, arbitration awards or any other source related to jurisdictional work assignments.

The Company agrees that no employee will be laid off, terminated or suffers a reduction in wage rate as a result of the implementation of this provision. In the application of flexibility it is not the Company's intent to interfere with the seniority rights of individuals.

7.10 To foster employee participation, the Graphics Communications International Union (GCIU), and its affiliate Local Union 763-S will strongly encourage its members to actively and constructively participate in job related activities

including, but not limited to, safety, quality and training.

ARTICLE 8 SENIORITY

- 8.01 The Company and the Union each recognize that length of continuous service will be recognized for each employee in the bargaining unit. In any given situation of equal qualifications of skill and ability, the employee having the longest period of service with the Company shall be regarded as having the greater seniority.
- 8.02 A seniority list shall be published on October 1st of each year and maintained on a continuous basis consistent with employee changes. The list shall be available to the Union Shop Committee at any time.
- 8.03 New employees will be on probation for a period of sixty (60) working days after which time their seniority will date from the last date of hiring.
- 8.04 **Transfer or Promotion**
- a) Whenever there is an opportunity for transfer or promotion to a different classification, a notice with particulars of the position stated therein, will be posted on the bulletin board for a period of eight (8) consecutive days. The senior applicant shall have first consideration, and providing that

in the opinion of Management, he/she has qualifications and ability equal to those of any other applicant, that senior employee shall be given the position. An employee serving a probationary period in any job classification may not be regarded as an eligible applicant for a posted vacancy unless job posted is for a higher classification.

If, within a period of four (4) weeks from the original posting date, a requirement arises in the same classification as on the posted notice, either as a replacement for the initially successful applicant, or as an addition, a new posting will not be required unless the requirement cannot be filled from the list of original applicants.

- b) When there is an opportunity for transfer or promotion in the Press Room, in the gluing department or in the Shipping department, applicants will be considered on the basis of the following classification progression:

General Labour
Reel Feed Operator
Reel Feed Operator - MST
Ink Room Attendant
3rd Press Person- Lemanic
Press Assistant -
MST/Chesnut/Lemanic

Press Operator- MST/Chesnut

Press Operator- Lemanic

Gluing Department Progression:

General Labour

Gluer Operator

Shipping Department Progression

General Labour

Shipper/Receiver

8.05 After a job posting or job probationary period, the unsuccessful applicants will be given an explanation from the Shift Manager/Assistant Shift Manager indicating the reason for their failure to obtain/retain the position.

8.06 **Reduction of Working Staff**

- a) Where it is necessary to reduce the working staff in any classification, seniority on a plant wide basis will be the general rule so long as it does not prevent the Company from maintaining a working force of employees who are qualified (have attained the Journeyman rate) and are willing to do the work available. Employees hired within the last sixty (60) working days will be laid off first. Employees with the least seniority on a plant wide basis will be next, providing the required complement for that classification can be met by transfer of more senior and qualified persons from the next nearest classification. When such lay-offs are necessary, the Company and the Union

Shop Committee shall meet to discuss the persons affected and the problems of accomplishing the reduced work load.

- b) Where it is necessary to reduce the working staff in the positions of Maintenance Mechanic and/or Rotary Die Maintenance, seniority on a plant wide basis will be the general rule, so long as it does not prevent the Company from maintaining a workforce of employees who are qualified (hold Millwright or Tool and Die Trade Papers) and are willing to do the work available. Employees hired within the last sixty (60) working days will be laid off first. Employees with the least seniority on a plant wide basis will be next, providing the required complement for these classifications can be met by transfer of more senior and qualified persons. When such lay-offs are necessary, the Company and the Union Shop Committee shall meet to discuss the persons affected and the problems of accomplishing the reduce work load.

8.07 In the event of a lay-off, employees who have not attained the Journeyman rate for their classification, as referred to in Article 8.06 (a), shall not be deemed *sufficiently* skilled to claim seniority rights within that classification but this will not affect his/her claim to seniority on a plant wide basis. This shall affect all employees

who enter into any job classification after April 1st, 1994.

In the event of a lay-off, employees who do not hold the Trade Papers referred to Article 8:06(b), shall not be deemed to be sufficiently skilled to claim seniority rights within that classification but this will not affect his/her claim to seniority on a plant wide basis.

8.08 Unless **an** employee signifies his/her intention to return to work within three (3) days after being recalled, his/her name shall be passed over.

8.09 An employee loses all seniority if he or she:

- a) leaves voluntarily; or
- b) is discharged and not reinstated under the provisions of Article 10; or
- c) is laid off for a period in excess of one (1) year; or
- d) fails to actually return to work within five (5) working days of being recalled, without there being an acceptable reason for being unable to do so. If an employee is recalled for a temporary or short term period, "Acceptable" reason will include the employee having accepted alternative temporary employment while on lay-off but will not include refusal based on "Employment Insurance" issues or reluctance to return to work on a temporary or short-term basis.

- e) is absent and unaccounted for, for a period of four (4) consecutive work days. His/her absence shall be considered a voluntary separation and shall be recorded as such; or
- f) becomes disabled permanently and unable to perform any work for the Company; or
- g) is absent due to illness and his/her sick leave credits have expired. This time period may be extended in exceptional circumstances.
- h) cannot be reached for recall purposes; (as long as there has been a phone call and a registered letter).

8.10 The Company will communicate with employees at the telephone number and address on file with the Company, or a registered letter directed to the employees at the last address given shall be deemed sufficient notification. In the event of failure of any communication to reach an employee because a change of address was not given to the Company by letter, and acknowledged, the responsibility will be the employee's and the Company will consider that the employee is no longer interested and his name shall be removed from the seniority list.

8.11 An employee who is transferred to a position outside the bargaining unit shall maintain his/her seniority within the Union for a period of six (6) months. If it is deemed by Management that the temporary assignment

should extend beyond the stipulated six (6) months, Management will request a meeting with the Union Executive to mutually agree upon the possibility of extending the time period. Should, during this period of time, an employee not elect to pay Union Dues, he/she will not maintain his/her seniority within the Union.

An employee electing to return to the bargaining unit in accordance with the terms contained in the paragraph above, will be returned to his/her previous position in the bargaining unit with full seniority rights as though he/she had never left. It is understood that an employee temporarily transferred to an administrative position for the purpose of vacation relief, or to replace a staff member on sick leave, will be deemed not to have left the bargaining unit for the purpose of this Article.

During his/her term of office, the Union President or designate shall be considered as having Leading Seniority for the purpose of lay-off due to work shortage.

ARTICLE 9

CLASSIFICATIONS AND JOB CHANGES

- 9.01 For changes in classification within the same group, the scale shown is maintained by moving vertically in the appropriate column to the new classification.

Promotion to a Higher Group

- a) For changes in classification which are a promotion to a higher group, the scale commences in the new group at the first three months position. In the case of a promotion, the probationary period will be (60) sixty working days for employees working eight (8) hour shifts and (40) forty working days for employees working twelve (12) hour shifts.
- b) Anyone promoted to a higher position and requesting to go back to their previous job will not be eligible to apply to a posted vacancy until the expiration of their original sixty (60) day probationary period (for employees working eight hour shifts) or forty(40)day probationary period (for employees working twelve hour shifts).
- c) Anyone requesting to be bypassed for a position, must submit that request in writing and it will remain in effect for a minimum period of one (1) year. Following that one (1) year period, should the employee wish to remove that written request, he/she must do so in writing and only then will be considered when a vacancy arises in that position.
- d) Anyone requesting to be removed from a position must give the company ten (10) working days notice in writing.

- 9.03 The application of all wage rate increases as set out in this Agreement will take place on the first full payroll date after the specified dates for such.
- 9.04 Notwithstanding the job classification of any employee; whenever lay-offs are in effect and as a consequence employees are performing other than their usual duties; after the first four (4) weeks the rate to be paid for the lower job category which the employee has temporarily accepted will be the rate for that lower category at the scale which allows full credit for his/her total length of service.
- 9.05 However, if an employee is recalled to a lower classification after being laid off, he/she will be paid the rate of the lower classification immediately.
- 9.06 The relationship **and** grouping of skills in the list of classifications has been mutually arrived at so that equal duties, responsibilities, skill and experience are paid equally; and that groups are correctly placed, one to the other in significant order. Changes in sequence of established classifications should not be made unless the function of that classification has substantially changed. Should such a change be desirable, since it affects the relationship to all other employees, it should have the consent of the majority **of** employees in each group.

9.07 **Temporary Assignment**

All employees moved by Management to a higher wage rate job, on a temporary basis, will be paid at the first three months position if the transfer is for one (1) hour or more. Should the temporary assignment exceed thirty (30) consecutive working days, such a period will then be credited to the employee as valid training and experience under Appendix "A". This will not, however, affect the probation period on a promotion job. Should the first three (3) months position in the temporary position be less than the employee's current wage rate, he or she will then be paid his/her current wage rate.

9.08 **Lead Person:**

The duties of a lead person shall be to see that the work of that department or any segment of that department shall run smoothly and with continuity. A person designated in the lead person capacity shall receive a compensation of not less than one dollar (\$1.00) per hour over and above his/her regular straight time hourly rate. If a designated person no longer performs in this capacity the added rate shall be removed.

The Company agrees to notify the Union of such persons placed in these positions, the date they are placed in these positions, their hourly rate in these positions and the day they cease to be in the capacity of a lead person. It is also,

understood that a lead person does not have the right or authority to administer disciplinary action to or against those working under him/her.

The Company agrees that during the eight (8) weeks of vacation prime time in the months of July and August each year, the lead person will not be used to fill for the shift manager if there is a conflict with vacation at the time of the lead person's request.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 A grievance is defined as a difference arising between an employee and the Company with respect to the interpretation or application of this Agreement. In the event of a difference arising, the grievance shall be presented as soon as possible, but in no event later than five (5) working days after the occurrence causing the grievance. Any grievance not so presented shall be deemed to be abandoned and shall not be entitled to consideration thereafter.
- 10.02 If an employee considers that he/she has any grievance against the Company arising out of the terms of this Agreement, an earnest effort to resolve the grievance shall be made as quickly as possible between himself/herself and the Shift Manager.

10.03 **If the grievance remains unresolved, it shall be dealt with in the following manner:**

Step 1:

The grievance must be presented by the employee in writing to the Shift Manager within five (5) working days after the occurrence causing the grievance. The Shop Steward may be present at this meeting if the employee so desires.

Step 2:

If the grievance remains unresolved following Step 1, then it shall be referred within three (3) working days of the receipt of the Shift Manager's written decision to the Plant Manager and Human Resources Manager , who will discuss the matter with the parties concerned, including the Shop Committee and shall render a decision in writing within six (6) working days.

Step 3:

If the decision of the Plant Manager and Human Resources Manager does not dispose of the grievance, it shall then be referred within five (5) working days of the Plant Manager or Human Resources Manager 's written decision to the General Manager. A meeting will be scheduled with the Union Business Agent, Management and the Shop Committee within ten (10) working days following receipt of the

grievance by the General Manager. If the grievance is not settled within ten (10) working days, as a result of the meeting referred to above, then any grievance dealing with a violation, misinterpretation, or non-application of the Agreement may be referred to Arbitration at the request of either party.

- 10.04 Failure of the Company or of the Union to reply within the time limitations prescribed above shall mean that the grievance is allowed or abandoned, as the case may be.
- 10.05 The time limitations specified herein, may be extended in writing by mutual consent of the parties involved.

ARTICLE 11 DISCHARGE CASES

- 11.01 A claim by an employee that he/she has been discharged without proper cause shall be treated as a grievance and shall be lodged in writing with the Shop Committee and the Company within three (3) working days after the employee ceases to work with the Company. The grievance shall thereupon be processed commencing with the meeting, provided for in Step 2, Article 10.03. If the employee's claim is found to be justified, he/she shall be reinstated in his/her employment with **full** compensation for the time lost at regular rates **and** without loss of seniority rights; or, without such less

compensation as may appear just and equitable to the conferring parties, the Arbitrators or the Chairman of the Arbitration Board as the case may be.

ARTICLE 12 POLICY GRIEVANCES

- 12.01 If either the Company or the Union shall consider they have a grievance on a matter of policy, as distinguished from an employee grievance, then the grievance shall be stated in writing to the other party within five (5) working days after the occurrence causing the grievance. Such a grievance, so presented, shall be deemed to have fulfilled the notification called for in Step 3, Article 10.03, and shall proceed from that point with all previous steps being waived. By mutual consent of the Company and the Union, the time limit of Article 10.03, Step 3, may be extended if a satisfactory disposition of the policy grievance would be facilitated thereby.

ARTICLE 13 ARBITRATIONS

- 13.01 When a difference between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, has been registered as an employee grievance or a policy grievance under the foregoing procedure

and remains unsolved, it shall be considered as a grievance requiring settlement by arbitration.

- 13.02 Whenever either party to this Agreement desires to submit any grievances to Arbitration, written notice shall be given to either party within ten (10) days after the last step in the grievance procedure, formally stating the subject of the grievance and at the same time nominating an Arbitrator. Within seven (7) days after the receipt of such notice, the other party shall name an Arbitrator.

The arbitrators representing the two parties shall, within forty-eight (48) hours, attempt to agree upon a Chairman of the Arbitration Board and failing such an agreement, the Minister of Labour for the Province of Ontario will be requested to name such a Chairman.

- 13.03 As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representation of both parties. It shall render a decision as soon as possible, the intention being that all decisions shall be given within seven (7) days after Arbitration proceedings have commenced.

- 13.04 Each of the parties hereto will bear the expenses of the Arbitrator appointed by them, and the parties will jointly bear the expenses, if any, of the Chairman of the Arbitration Board and other incidental expenses incurred directly by such an Arbitration.

- 13.05 No matter may be submitted to Arbitration which has not been properly processed through all previous steps of the grievance procedure.
- 13.06 The Arbitration Board shall not have authority **to** add to, alter, modify or amend this Agreement, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement.
- 13.07 In accordance with the Labour Relations Act, Statutes of Ontario, the decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it.

ARTICLE 14
HOURS OF WORK AND WORKING
CONDITIONS
TWELVE-HOUR SHIFTS - CONTINUOUS
OPERATIONS

14.01 **Work Week**

The plant will normally operate on a continuous basis, twenty four (24) hours per day, seven (7) days per week.

The work week shall begin at 7:00 a.m. on Sunday. The schedule will be comprised of four crews, working twelve (12) regular shift hours per day or night, as per the work schedule chosen. The Company and the Union expect this arrangement to be continued for the majority of employees. Any change to this

schedule will be mutually arranged between the Company and the Union.

14.02 **Hours of Work**

Under this shift arrangement, the working time which has been established mutually between the employees and Management is as follows:

- a) Day Shift - 7:00 a.m. to 7:00 p.m.
- b) Night Shift - 7:00 p.m. to 7:00 a.m.
- c) The schedule for breaks shall be as follows:
 - after 2 hours - 10 minute break
 - after 4 hours - 30 minute break
 - after 6 hours - 10 minute break
 - after 8 hours - 30 minute break
 - after 10 hours - 10 minutes break
- d) Under the continuous shift schedule, employees will work thirty-six (36) and forty-eight (48) hour weeks. The company agrees that during the time changes between daylight savings and standard time the one-hour change will be divided between the two twelve-hour shifts scheduled on those days.

14.03 **Regular Overtime**

- a) Pertaining to twelve (12) hour shift work schedules: on the weeks in which thirty-six (36) hours are scheduled and worked, the thirty-six hours will be paid at straight time. Any employee that works the required

schedule will be paid at the applicable overtime rate for all hours worked over thirty-six **(36)**.

- b) Pertaining to twelve (12) hour shift work schedules: on the weeks in which forty-eight (48) hours are scheduled and worked, the first forty-four (44) hours will be paid at straight time. All hours over forty-four (44) will be paid at the applicable overtime rate.
- c) Pertaining to eight (8) hour shift work schedules: all employees will be paid at the applicable overtime rate for all hours worked over forty scheduled hours in one week.
- d) Daily overtime at the rate of one and one half times will be paid only when the employee is not afforded the opportunity to work his/her regular scheduled workweek by the Company action of layoff due to lack of work or other actions beyond the control of the Company, i.e. Power failure, fire, or similar causes.
- e) The language in Article 14, 14.03 – Overtime – governs all overtime work at the Smiths Falls facility inclusive of daily, and weekend work by any employee of the bargaining unit. (The Daily Overtime Provisions will be eliminated January 31, 2005.)

14.04 **Statutory Holidays**

- a) Statutory holidays begin at 7:00 a.m. on the day of the holiday and end at 7:00 a.m. on the following day.
- b) A twelve hour statutory pay will be paid for all statutory holidays.
- c) At the present time, it is the Company's intention to not operate except in instances of business necessity on statutory holidays: however, should work be required on a statutory holiday, the employee will be compensated at double time their regular hourly rate, (the double time provision will be eliminated January 31, 2008), provided the employee works the day before and the day after the holiday, (in accordance to the local employment standards act). Straight time compensation on statutory holidays is applicable only if an alternative holiday is offered. If alternative holidays are considered it will be on a plant wide basis after notification and consultation with the proper Union representatives.

14.05 **Shift Premiums**

Effective February 1, 1997, a premium of ninety cents (\$0.90) per hour shall be paid for all hours scheduled and worked between 7:00 p.m. and 7:00 a.m.

Weekend Premium

A premium of one dollar (\$1.00) per hour shall be paid for all hours scheduled and worked between 7:00 p.m. Friday night and 7:00 p.m. Sunday night. This weekend premium will not be included in the determination of overtime premium.

EIGHT HOUR SHIFTS - FIVE DAY WORK WEEK

14.06 **Work Week**

Should the workload in this plant be reduced to a point whereby it is deemed expedient by Management to revert to a five day, forty (40) hour work week, it shall be on the basis of eight (8) regular shift hours per day or night through five consecutive working days.

14.07 **Hours of Work**

Should this decision be made, the arrangement of working time is as follows:

a) Day Shift

7:00 a.m. to 3:00 p.m. Monday to Friday and inclusive of a ten (10) minute break in the period prior to a (30) minute paid lunch break, and a (10) minute break in the period following.

b) Afternoon Shift

3:00 p.m. to 11:00 p.m. Monday to Friday and inclusive of ten (10) minute break in

the period prior to a thirty (30) minute paid lunch break, and a ten (10) minute break in the period following

c) Night Shift

11:00 p.m. to 7:00 a.m. Monday to Friday and inclusive of a ten (10) minute break in the period prior to a thirty (30) minute paid lunch break, and a ten (10) minute break in the period following.

14.08 **Shift Premiums**

Effective February 1, 1997, a premium of ninety cents (\$0.90) shall be paid for all hours scheduled and worked on the afternoon and night shifts

14.09 **Overtime**

All work performed on the second day following the completion of forty (40) regular shift hours shall be paid for on the basis of double time. (This provision will be eliminated January 31, 2008.)

**TWELVE-HOURSHIFTS& EIGHT
HOUR SHIFTS**

- 14.10 Employees must be at their place, ready to work, at the starting time of their shift and it is agreed that machines must be kept operating through the break periods, lunch periods and shift change. In order to make this possible, break and lunch periods will be staggered.

- 14.11 At the end of each shift, a five minute period is to be allowed to employees to wash-up and this wash-up period is also to be staggered over a twenty minute span prior to the shift change, in order to maintain continuous operation.
- 14.12 In cases where employees from the oncoming shift are late, the outgoing employees are expected to co-operate in keeping the equipment operating until the incoming personnel arrive.
- 14.13 In cases where an employee from the oncoming shift will be absent from work for any cause, they shall notify the Shift Manager or Assistant Shift Manager, or charge hand (if the Shift Manager is not on shift) of their absence, at least two (2) hours ahead of the commencement of their shift whenever possible.
- 14.14 The Company will not require full time employees to work less than their regular scheduled shift in any day or night during their regular work week, except at the employee's request for time off, or in circumstances due to fire, accident, power failure, heating failure, or any emergency over which the Company has no control.
- 14.15 Except where it is beyond the reasonable control of the Company where the shifts to be worked in a work week are to be changed, any employee involved in the said change will be

given a minimum of forty-eight (48) hours notice.

14.16 Out of Town Assignment

An employee who has an out-of-town assignment at the Company's request will be compensated up to a maximum of eight hours per day at straight time if he/she normally works an eight hour shift, or up to a maximum of twelve hours per day at straight time if he/she normally works a twelve hour shift. This, however, will not apply to educational and/or training-related assignments.

**ARTICLE 15
OVERTIME PROVISIONS**

15.01 It is understood that the Company may require employees to perform work in excess of their regular scheduled hours with the understanding that overtime is voluntary.

15.02 Any authorized work performed by an employee in excess of their regular shift period shall be considered as overtime and paid for at the rate of time and one-half for the first four hours and double time thereafter. Overtime shall be computed on a daily basis. (Daily overtime provisions will be eliminated January 31, 2005.)

15.03 All work performed by an employee on his/her scheduled day off will be paid as follows:

- a) during the months of June, July and August
 - on the basis of double time for all hours worked; (This provision will be eliminated January 31, 2008.)
 - b) for all months other than those noted above
 - on the basis of time and one-half for the first three hours and double-time thereafter. (Daily Overtime Provisions will be eliminated January 31, 2005).
- 15.04 In cases of acceptable absenteeism, employees will not be required to make up regular shift hours in order to qualify for the overtime provisions for the 2 previous paragraphs; however, employees disciplined for unauthorized absenteeism must first make up their regular shift hours if called upon to work an additional day. (Daily overtime provisions will be eliminated January 31, 2005 and this section will no longer be applicable.)
- 15.05 All overtime work is to be performed by Union Members and will be shared as equitably as circumstances permit among all employees actually performing the overtime work or from the same department. However, in order to keep the plant operative and where no qualified employee is prepared to work overtime, a staff member can be substituted.
- 15.06 No employee will be required to work excessive amounts of overtime.

15.07 The overtime rate will be calculated at the rate of normal shift and not the shift during which overtime is worked.

15.08 When an employee agrees to work overtime on a specific shift of activity, it is a commitment to the Company. Therefore, failure to actually report for work at the specified time on an overtime shift will be treated by the company in the same way as failure to report on a regular shift.

15.09 **Call Time**

Any employee who is specially called in outside his/her normal shift time will be paid four hours at straight time for the call-in. Normal overtime rates will then be applied to all hours worked up to the starting time of his/her regular shift. One hour's pay at straight time will be paid if the plant phones for a call-in and the problem is solved by the telephone call, which must be authorized by Management.

Call Time is intended to address instances where an employee is called in to work, outside of his /her regular hours, because of a specific emergency situation, and he/she is required to report to the plant as soon as possible.

15.10 **Overtime Break**

An employee who works on an overtime basis for four (4) hours immediately prior to or following his/her scheduled shift, will be entitled to a thirty (30) minute break to be taken

at **shift** change and a ten (10) minute break to be taken at the scheduled break time for the shift.

15.11 When overtime is required for the Inspector/Sorter/Packer category, the following is the order in which employees are to be asked, in order to ensure that overtime is distributed on a fair and equitable basis:

- a) the Inspector/Sorter/Packer on the pertinent shift, by rotation;
- b) the General Labourers on the pertinent shift, by rotation;
- c) the Inspector/Sorter/Packer on the other two shifts, by rotation;
- d) the General Labourers on the other two shifts, by rotation;
- e) the Board Trimmers on the pertinent shift, by rotation;
- f) the Board Trimmers on the other two shifts, by rotation.
- g) the Janitor on the pertinent **shift**, by rotation;
- h) the Janitor on the other two shifts, by rotation.

When employees are changed from one shift to another, they are to be placed in proper order of seniority.

Probationary employees are not to be asked to work overtime until all of the above employees have had the opportunity to accept or refuse.

When an employee refuses overtime, it shall be counted as having been worked for the purpose of rotation.

For health and Safety reasons, overtime preceding or following regular scheduled twelve hour shifts will not be allowed, except in cases of dire emergency.

15.12 Missed Overtime Opportunity

When an employee is missed for overtime based on their right to overtime the following procedure will apply. If **an** Employee due to seniority or other factors is entitled to available work, then the Employee will be offered an opportunity to work and replenish the time missed.

When it is determined that an error has occurred the overtime work distributed to an Employee will be worked outside the normal overtime procedures. Examples are safety, training, cleaning, painting and etc. The work opportunity will be given to the Employee in a reasonable amount of time agreed to by the Employee.

ARTICLE 16
BEREAVEMENT LEAVE

16.01 In the event **of a** death in an employee's immediate family as defined below, the company will grant leave with pay to the

employee, for the purpose of making arrangements and attending the funeral.

- a) Five (5) calendar days leave of absence with pay for husband, wife, children, mother or father.
- b) Three (3) calendar days leave of absence with pay for step-mother, step-father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other person for whom the employee has been receiving tax relief as a wholly dependent person maintained by the employee.
- c) One (1) day leave of absence with pay will also be granted on the day of the funeral of a brother-in-law, sister-in-law and spouse's grandparents.

16.02 Pay shall be at the employee's regular base rate and shall be paid only for claims which occur on a day or days on which the employee would be regularly scheduled to work and shall not be applicable to paid holidays, vacations or non-paid leave of absence.

16.03 Should a death, as noted in Article 16.01, occur during the vacation of the employee, the stipulated number of bereavement days (calendar) shall be added to the end of said vacation period. These days may not be transferred to any other time.

ARTICLE 17
JURY DUTY AND CROWN WITNESS

17.01 Jury Duty

The Company will pay an employee who is required to serve on a jury the difference between his/her normal pay and the amount of compensation received for such service. The employee will present proof of service and the amount of pay received.

17.02 Crown Witness

The Company will pay an employee who is required to appear as a crown witness in any court of law in Ontario the difference between his/her normal pay and the amount of compensation received for such service. The employee will present proof of service and the amount of pay received.

ARTICLE 18
LEAVE OF ABSENCE

18.01 The Company may grant a leave of absence without pay to any employee for legitimate personal reasons and any person who is absent with written permission shall not be considered to be laid off. In the case of a leave of absence without pay, seniority will be frozen at the level attained prior to the leave of absence. In this case, all costs (employee and employer costs) of normal benefits will be payable by the employee.

18.02 Contingent upon its efficient operation, the Company may grant leave of absence without **pay** to a maximum of five (5) Union Representatives in order to attend labour conventions, etc.

Requests for such leave shall be submitted to the Company in writing at least ten (10) working days in advance of such leave.

The Company will continue to pay the employee's benefits and the Union will reimburse the employee for his/her wages for the period of such leave.

ARTICLE 19

STATUTORY HOLIDAYS

19.01 a) The following will be recognized by the Company as paid statutory holidays:

New Years Day	Labour Day
Easter Holiday	Thanksgiving Day
Victoria Day	Day Before Christmas
Dominion Day	Christmas Day
August Civic Holiday	Boxing Day

b) Additional Holidays

Employees shall be entitled to two (2) additional holidays to be taken each year during Christmas week. One of these days may be taken on the employee's birthday, provided the Company is notified in

writing of this intention no later than February 1st of the year in which the holiday is to be taken. Pay for the above stated holiday(s) shall be subject to conditions (a) and (b) of Article 19.02.

In addition to the above, any employee attaining twenty-five (25) to twenty nine (29) years of service will be entitled to one (1) day paid holiday each year on the anniversary date or on the closest day to it, should it fall on a non-scheduled working day.

19.02 To qualify for statutory holiday pay, both of the following conditions must be fulfilled:

- a) The probationary period for newly hired employees must be completed; any statutory holiday occurring during this period will be paid for retroactively after the employee's first sixty (60) working days.
- b) Provided the employee works the full working day before and the full working day after the holiday, except in cases of legitimate illness, and then only if the employee has worked sometime during the week before or the week after the holiday, or in cases specifically authorized by Management the employee will be paid a regular day's pay at his/her current basic rate.

19.03 Should a Statutory Holiday occur on a normally

scheduled working day within an employee's vacation period, the vacation period will be extended by one (1) day, either at the beginning or at the end of the vacation period. Should the Statutory Holiday occur on a non-scheduled working day within an employee's vacation period, one day's wages calculated at the employee's base rate of pay will be paid for the Statutory Holiday.

19.04

An employee required to work on any of the above statutory holidays will receive his/her regular pay plus payment at double the basic rate for all hours worked. (The double time provision will be eliminated January 31, 2008.)

Compensation for Statutory and Additional Holidays is based on the normal hours of work (i.e. eight hour/twelve hour shifts) at the time at which the Holiday is taken.

Hours not worked but paid for as holiday pay allowance for holidays which occur on an employee's normally scheduled work day shall be counted as time worked for the purpose of computing weekly overtime. This is applicable only to employees who do not work on the holiday, but would have worked had she/he not been observing the holiday. For employees who work on a holiday, the holiday pay allowance of eight (8) or twelve (12) hours will not be counted as time worked for the purpose of computing weekly overtime.

ARTICLE 20 VACATIONS

- 20.01 For employees with less than one (1) year's service, the Company will comply with the provisions of the Employment Standards Act.
- 20.02 Employees with one (1) year of service as of the last Saturday in June shall be entitled to two (2) weeks vacation at four percent (4%) of total earnings for the previous year,
- 20.03 Employees with four (4) years of service as of the last Saturday in June shall be entitled to three (3) weeks vacation at six percent (6%) of total earnings for the previous year.
- 20.04 Employees with nine (9) years of service as of the last Saturday in June shall be entitled to four (4) weeks vacation at eight percent (8%) of total earnings for the previous year.
- 20.05 Employees with twenty (20) years of service as of the last Saturday in June shall be entitled to five (5) weeks vacation at ten percent (10%) of total earnings for the previous year.
- 20.06 Employees with thirty (30) years of service as of the last Saturday in June shall be entitled to six (6) weeks vacation at twelve (12%) of total earnings for the previous year.
- 20.07 Vacation pay will be computed annually on the twelve month working period ending at 11:00 p.m. on the last Saturday in June.
- 20.08 In the event the employee has scheduled

vacation prior to the availability of the previous year's earnings information, the employee will receive, immediately prior to proceeding on vacation, an advance approximately equivalent to one week's vacation pay at his/her basic rate in effect, or as of the last Saturday in June, for each week of vacation entitlement being taken.

Any adjustment required further to the above mentioned advance will be made once the earnings information has been determined.

- 20.09 Should an employee leave the service of the Company, he/she shall be entitled to vacation pay in accordance with his/her length of service and earnings received to the date of termination.
- 20.10 Vacations must be taken annually within twelve months of the last Saturday of June and are not cumulative.
- 20.11 Lay-off time will be counted as service for vacation pay purposes up until such time as the employee is stricken from the seniority list.
- 20.12 Vacations, other than those taken during the summer shutdown, must be requested in writing a minimum of two (2) weeks in advance and must be mutually agreed upon between the employee and his/her Shift Manager in order to ensure the orderly operation of the plant, yet the choice of the fourth (4th) week of vacation will be granted on the basis of seniority.
- 20.13 Employees will be allowed to take either their fourth or fifth week of vacation entitlement in

two separate increments provided each increment is taken within a given week and provided they submitted their request for such increments to the Human Resources Department in writing at least one month prior to the earliest requested increment. Approval for such requests will be granted on the same basis as outlined in Article 20.11. The vacation pay will be paid out at the time the vacation is taken.

ARTICLE 21 SAFETY SHOES AND PROTECTIVE CLOTHING

- 21.01 The Company agrees to subsidize the purchase of approved safety shoes for all employees up to a maximum of ninety (\$95.00) as of the date of ratification.

Such subsidy shall be paid once each calendar year, provided the employee submits the required proof of purchase. All employees are required to wear safety shoes during working hours.

- 21.02 The Company agrees to provide one additional pair of safety shoes per year to Press Operators, Press Assistant, Third Press Person-Lemanic, Ink Room Attendants, Maintenance employees and General Labourers, where required.

The Company agrees to provide one additional pair of safety shoes for those I.S.P. who are

- regularly working on the make-ready for the presses.
- 21.03 The Company agrees to provide standard work clothes to maintenance personnel on an annual basis as follows:
- two pairs of pants and two shirts; or
 - two coveralls; or
 - two shop coats
- 21.04 a) The Company agrees to provide three pairs of coveralls to Ink Room personnel in rotation (laundered).
- b) The Company agrees to provide one pair of short-sleeved coveralls to each Press Crew member, such clothing to be maintained by the employee.

21.05 **Tool Replacement Policy**

The Company agrees to replace lost tools (providing this does not result in obvious abuse, in the perception of Management - in which case discussions will be held with the Union Committee pertaining to continuation of this particular policy). Additionally, broken and worn out tools will be replaced by the Company upon presentation of these items to the Maintenance Department Manager. This policy only applies to hourly personnel employed within the Maintenance Department.

- 21.06 If an employee should leave the Company

within four (4) weeks of receiving payment for safety shoes and/or protective clothing, the amount forwarded will be deducted from his/her cheque.

- 21.07 The Company agrees to provide eyeglass coverage for the employee and his dependents, as prescribed by a licensed optometrist or ophthalmologist, up to a maximum of \$150.00 once every 24 months. It is a requirement that eyeglasses worn by employees in the plant have approved safety lenses.

ARTICLE 22

GROUP WELFARE PLAN

- 22.01 The Company agrees to pay for all regular employees the current premium cost of the supplementary benefit plans for extended hospital and medical services, sickness and accident, weekly indemnity, long-term disability, dental care, life, accidental death and dismemberment insurance and employee assistance program, which are described in the Group Insurance booklet.

- 22.02 The Company will continue such benefit payments on behalf of regular employees as long as they are in receipt of normal wages from the Company.

In the event of absence due to illness or maternity leave, the Company will maintain benefit coverage, at its expense, on behalf of the

employee for a period up to six (6) months following the beginning of the absence.

ARTICLE 23

SEVERANCE PAY

- 23.01 In the event the Company permanently discontinues all of its manufacturing operations at its Smiths Falls, Ontario facility, the Company and the Union agree that an employee's sole entitlement to severance pay, however characterized, shall be to receive the notice or payment in lieu of notice under Section 57 of the Ontario Employment Standards Act (the "Act") and 150% of the severance pay stipulated under Section 58 of the Act. Such notice and/or notice and payment shall be in full satisfaction of all statutory payments to which employees may be entitled under Section 57 and 58 of the Act or awards for wrongful termination, wrongful discharge or awards under similar or related common law principles. The payments under this section are intended to be a "contractual severance pay scheme" under section 58 (7)(b) of the Act.

ARTICLE 24

SPECIAL AGREEMENTS

24.01 **Short Term Absence**

In all departments where crews exist the senior qualified employee on the shift, and within the

classification where the vacancy occurs, shall be used to fill temporary vacancies of less than seven (7) days duration. This will be accomplished by moving up on the crew within the classification concerned. If the short-term temporary vacancy extends beyond seven (7) days, the senior qualified employee in the classification will fill the extension of the temporary vacancy. The transfer of the senior qualified employee in the classification will be made concurrently at the beginning of the next workweek.

If the above paragraph is not applicable for whatever reason, the Company may move employees to a higher classification on a short-term basis (not to exceed two (2) consecutive days per week) in order to decrease the hardship caused by last minute approvals for time off and late notification of absenteeism.

24.02 **Professional Development**

The Professional Development (Training) Program is provided as an instrument to increase and enhance the level of training for all employees in various positions throughout the plant. It ultimately will provide each person with the opportunity to become familiar with different jobs and to assess whether or not that individual might wish to apply for other positions in the future. By the very nature of the Program, job appreciation is enhanced through the workforce.

The method of implementation is as follows:

1. A "training position" is posted, similar to a job posting. The selection is made using the same criteria as is used for job postings.
2. The "trainee" is paid at his/her present rate of pay.
3. The "trainee" is placed with the employee who holds the job and who will provide the training. The "trainee" is an additional person and is not responsible for doing the job on his/her own. However, should this occur, the "trainee" would then receive the base rate for that position, provided there is no qualified person to step in.
4. This period of training does not replace the probationary period of any position, however, it is agreed that the time spent by the employee will be credited to him/her should that employee successfully post for the position at such time as it might become available.

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

ARTICLE 25

NOTICES

- 25.01 Notices shall be given in writing and deemed to be properly served if delivered by registered mail to:

Shorewood Packaging Corporation
A Business of International Paper Company
6 Hershey Drive
Smiths Falls, Ontario
K7A-4T6

Graphic Communications International Union
Local 763-S
C/O Shorewood Packaging Corporation
A Business of International Paper Company
6 Hershey Drive
Smiths Falls, Ontario
K7A-4T6

ARTICLE 26

STRIKES AND LOCK-OUTS

- 26.01 The Union and the Company agree that no strikes, lock-outs or work stoppages shall occur during the life time of this Agreement by virtue of any grievance. The Union reserves the right to refuse to execute any struck work received

from any other employer whose employees belong to or are affiliated with the Union. Orders transferred by a customer shall not be defined as struck work.

ARTICLE 27

TERM OF AGREEMENT

27.1 Term of Agreement

This agreement shall remain in full force and effect from, February 1, 2003 to midnight January 31, 2009 and shall continue in effect from year to year thereafter unless terminated in accordance with the provisions of Article 27 - Term of Agreement below:

- (a) If either party shall desire to change any provision of this Agreement, it shall give written notice of such desire to the other party not less than ninety (90) days in advance of the termination date.
- (b) The giving of notice provided in Paragraph (a) above shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching written agreement prior to the termination date.
- (c) If the parties have not reached agreement on or before the termination date, all provisions of the Agreement shall remain in effect until a new agreement is signed or the right to

strike or lockout occurs, whichever occurs first, it being understood that at such point either parties actions will be in accordance with the provisions of Paragraph (d) below:

- (d) After the parties have followed the guidelines of the "Ontario Employment Standards Act" and fail to reach an agreement either party may give written notice to the other party of intent to terminate the Agreement in ten (10) days. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period attempts to reach an agreement shall be continued. If the parties fail to resolve their difference before the specified time has elapsed, all obligations under this Agreement are automatically cancelled.

WITNESSETH

THIS AGREEMENT made this February 1, 2003 by and between THE SHOREWOOD PACKAGING CORPORATION, A BUSINESS OF INTERNATIONAL PAPER COMPANY, having its principal office and place of business in Smiths Falls, Ontario, Canada for purposes of this labour agreement (herein referred to as the "Company") and GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, AND ITS LOCAL 763-S, affiliated with AFL-CIO & CLC (herein referred to as the "Union"), WITNESSETH:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed at Smiths Falls, Ontario, Canada as of the day and year first above written.

SHOREWOOD PACKAGING
CORPORATION
A BUSINESS OF INTERNATIONAL
PAPER COMPANY

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION & ITS
LOCAL 763-S


Company Representative Signatures:



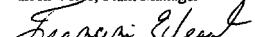
Don Parneil, Human Resources



Bob Curran, General Manager



Darrell Veres, Plant Manager

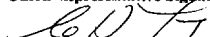


Francine Weagle, Human Resources

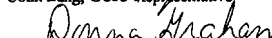


Al Johnson, Gravure Manager

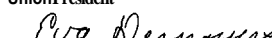
Union Representative Signatures:



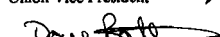
Colin Lang, GCIU Representative



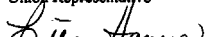
Union President



Union Vice President



Union Representative



Union Representative

Union Representative

APPENDIX "A"
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2003 TO JANUARY 31, 2004
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey Them After
Press Operator Lemanic									
-Charge Hand	1	23.88	24.44	24.97	25.51	26.08	26.61	26.08	26.61
Press Operator MST									
/Chesnut-Charge Hand	2	22.73	23.29	23.88	24.42	24.99	25.55	24.99	25.55
Platen Die Person	2	22.73	23.29	23.88	24.42	24.99	25.55	24.99	25.55
Press Assistant	3	20.63	20.99	21.22	21.42	21.64	22.02	21.64	22.02
Cutter/Creaser/Hot Foil									
/Stamping Operator	3	20.63	20.99	21.22	21.42	21.64	22.02	21.64	22.02
Maintenance Mechanic	4	19.87	20.31	20.73	21.16	21.59	22.02	21.59	22.02
Rotary Die Maintenance	5	19.52	20.01	20.50	21.00	21.50	22.02	21.50	22.02
Gluer Operator	5	19.52	20.01	20.50	21.00	21.50	22.02	21.50	22.02

Cylinder Analyst	6	19.52	19.76	19.99	20.22	20.44	20.69	20.44	20.69
GC Technician	6	19.52	19.76	19.99	20.22	20.44	20.69	20.44	20.69
Third Press Person									
Lemanic	7	18.01	18.37	18.73	19.10	19.45	19.82	19.45	19.82
Ink Room Attendant	8	17.67	18.00	18.38	18.74	19.14	19.52	19.14	19.52
Maintenance Assistant	8	17.67	18.00	18.38	18.74	19.14	19.52	19.14	19.52
Reel Feed Operator	9	17.22	17.37	17.53	17.67			17.53	17.67
Shipper/Receiver	10	16.99	17.22	17.46	17.67			17.46	17.67
Quality Assurance									
Technician	10	16.99	17.22	17.46	17.67			17.46	17.67
MQE-Pre-Make Ready	10	16.99	17.22	17.46	17.67			17.46	17.67
Shredder Attendant	11	16.24	16.62	16.99	17.22			16.99	17.22
Board Trimmer	12	16.24	16.62	16.99				16.62	16.99
Janitor	12	16.24	16.62	16.99				16.62	16.99
General Labour	13	15.99	16.18	16.44	16.59			16.44	16.59
Inspector/Sorter/Packer	14	15.73	15.93	16.18	16.34			16.18	16.34

APPENDIX "A"
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2004 TO JANUARY 31, 2005
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey There After
Press Operator Lemanic- Charge Hand	1	24.48	25.05	25.59	26.15	26.73	27.28	26.73	27.28
Press Operator MST /Chesnut-Charge Hand	2	23.30	23.87	24.48	25.03	25.61	26.19	25.61	26.19
Platen Die Person	2	23.30	23.87	24.48	25.03	25.61	26.19	25.61	26.19
Press Assistant	3	21.15	21.51	21.75	21.96	22.18	22.57	22.18	22.57
Cutter/Creaser/Hot Foil /Stamping Operator	3	21.15	21.51	21.75	21.96	22.18	22.57	22.18	22.57
Maintenance Mechanic	4	20.37	20.82	21.25	21.69	22.13	22.57	22.13	22.57
Rotary Die Maintenance	5	20.01	20.51	21.01	21.53	22.04	22.57	22.04	22.57
Gluer Operator	5	20.01	20.51	21.01	21.53	22.04	22.57	22.04	22.57

Cylinder Analyst	6	20.01	20.25	20.49	20.73	20.95	21.21	20.95	21.21
GC Technician	6	20.01	20.25	20.49	20.73	20.95	21.21	20.95	21.21
Third Press Person									
Lemanic	7	18.46	18.83	19.20	19.58	19.94	20.32	19.94	20.32
Ink Room Attendant	8	18.11	18.45	18.84	19.21	19.62	20.01	19.62	20.01
Maintenance Assistant	8	18.11	18.45	18.84	19.21	19.62	20.01	19.62	20.01
Reel Feed Operator	9	17.65	17.80	17.97	18.11			17.97	18.11
Shipped Receiver	10	17.41	17.65	17.90	18.11			17.90	18.11
Quality Assurance									
Technician	10	17.41	17.65	17.90	18.11			17.90	18.11
MQE-Pre Make-Ready	10	17.41	17.65	17.90	18.11			17.90	18.11
Shredder Attendant	11	16.65	17.04	17.41	17.65			17.41	17.65
Board Trimmer	12	16.65	17.04	17.41				17.04	17.41
Janitor	12	16.65	17.04	17.41				17.04	17.41
General Labour	13	16.39	16.58	16.85	17.00			16.85	17.00
Inspector/Sorter/Packer	14	16.12	16.33	16.58	16.75			16.58	16.75

APPENDIX "A"
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2005 TO JANUARY 31, 2006
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey There After
Press Operator									
Lermanic-Charge Hand	1	25.09	25.68	26.23	26.80	27.40	27.96	27.40	27.96
Press OperatorMST									
/Chesnut-Charge Hand	2	23.88	24.47	25.09	25.66	26.25	26.84	26.25	26.84
Platen Die Person	2	23.88	24.47	25.09	25.66	26.25	26.84	26.25	26.84
Press Assistant	3	21.68	22.05	22.29	22.51	22.73	23.13	22.73	23.13
Cutter/Creaser/Hot Foil									
/Stamping Operator	3	21.68	22.05	22.29	22.51	22.73	23.13	22.73	23.13
MaintenanceMechanic	4	20.88	21.34	21.78	22.23	22.68	23.13	22.68	23.13
Rotary Die Maintenance	5	20.51	21.02	21.54	22.07	22.59	23.13	22.59	23.13
Gluer Operator	5	20.51	21.02	21.54	22.07	22.59	23.13	22.59	23.13

Cylinder Analyst	6	20.51	20.76	21.00	21.25	21.47	21.74	21.47	21.74
GC Technician	6	20.51	20.76	21.00	21.25	21.47	21.74	21.47	21.74
Third Press Person									
Lemanic	7	18.92	19.30	19.68	20.07	20.44	20.83	20.44	20.83
Ink Room Attendant	8	18.56	18.91	19.31	19.69	20.11	20.51	20.11	20.51
Maintenance Assistant	8	18.56	18.91	19.31	19.69	20.11	20.51	20.11	20.51
Reel Feed Operator	9	18.09	18.25	18.42	18.56			18.42	18.56
Shipper/Receiver	10	17.85	18.09	18.35	18.56			18.35	18.56
Quality Assurance									
Technician	10	17.85	18.09	18.35	18.56			18.35	18.56
MQE-Pre Make-Ready	10	17.85	18.09	18.35	18.56			18.35	18.56
Shredder Attendant	11	17.07	17.47	17.85	18.09			17.85	18.09
Board Trimmer	12	17.07	17.47	17.85				17.47	17.85
Janitor	12	17.07	17.47	17.85				17.47	17.85
General Labour	13	16.80	16.99	17.27	17.43			17.27	17.43
Inspector/Sorter/Packer	14	16.52	16.74	16.99	17.17			16.99	17.17

APPENDIX "A"
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2006 TO JANUARY 31, 2007
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey There After
Press Operator									
Lemnic-Charge Hand	1	25.72	26.32	26.89	27.47	28.09	28.66	28.09	28.66
Press Operator MST									
/Chesnut-Charge Hand	2	24.48	25.08	25.72	26.30	26.91	27.51	26.91	27.51
Platen Die Person	2	24.48	25.08	25.72	26.30	26.91	27.51	26.91	27.51
Press Assistant	3	22.22	22.60	22.85	23.07	23.30	23.71	23.30	23.71
Cutter/Creaser/Hot Foil									
/Stamping Operator	3	22.22	22.60	22.85	23.07	23.30	23.71	23.30	23.71
Maintenance Mechanic	4	21.40	21.87	22.32	22.79	23.25	23.71	23.25	23.71
Rotary Die Maintenance	5	21.02	21.55	22.08	22.62	23.15	23.71	23.15	23.71
Gluer Operator	5	21.02	21.55	22.08	22.62	23.15	23.71	23.15	23.71

Cylinder Analyst	6	21.02	21.28	21.53	21.78	22.01	22.28	22.01	22.28
GC Technician	6	21.02	21.28	21.53	21.78	22.01	22.38	22.01	22.28
Third Press Person									
Lernanic	7	19.39	19.78	20.17	20.57	20.95	21.35	20.95	21.35
Ink Room Attendant	8	19.02	19.38	19.79	20.18	20.61	21.02	20.61	21.02
Maintenance Assistant	8	19.02	19.38	19.79	20.18	20.61	21.02	20.61	21.02
Reel Feed Operator	9	18.54	18.71	18.88	19.02			18.88	19.02
Shipper/ Receiver	10	18.30	18.54	18.81	19.02			18.81	19.02
Quality Assurance									
Technician	10	18.30	18.54	18.81	19.02			18.81	19.02
MQE-Pre Make-Ready	10	18.30	18.54	18.81	19.02			18.81	19.02
Shredder Attendant	11	17.50	17.91	18.30	18.54			18.30	18.54
Bóard Trimmer	12	17.50	17.91	18.30				17.91	18.30
Janitor	12	17.50	17.91	18.30				17.91	18.30
General Labour	13	17.22	17.41	17.70	17.87			17.70	17.87
Inspector/Sorter/Packer	14	16.93	17.16	17.41	17.60			17.41	17.60

APPENDIX “A”
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2007 TO JANUARY 31, 2008
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey There After
Press Operator									
Lermanic-Charge Hand	1	26.36	26.98	27.56	28.16	28.79	29.38	28.79	29.38
Press operator MST									
/Chesnut-Charge Hand	2	25.09	25.71	26.36	26.96	27.58	28.20	27.58	28.20
Platen Die Person	2	25.09	25.71	26.36	26.96	27.58	28.20	27.58	28.20
Press Assistant	3	22.78	23.17	23.42	23.65	23.88	24.30	23.88	24.30
Cutter/Creaser/Hot Foil									
/Stamping Operator	3	22.78	23.17	23.42	23.65	23.88	24.30	23.88	24.30
Maintenance Mechanic	4	21.94	22.42	22.88	23.36	23.83	24.30	23.83	24.30
Rotary Die Maintenance	5	21.55	22.09	22.63	23.19	23.73	24.30	23.73	24.30
Gluer Operator	5	21.55	22.09	22.63	23.19	23.73	24.30	23.73	24.30

Cylinder Analyst	6	21.55	21.81	22.07	22.32	22.56	22.84	22.56	22.84
GC Technician	6	21.55	21.81	22.07	22.32	22.56	22.84	22.56	22.84
Third Press Person									
Lemanic	7	19.87	20.27	20.67	21.08	21.47	21.88	21.47	21.88
Ink Room Attendant	8	19.50	19.86	20.28	20.68	21.13	21.55	21.13	21.55
MaintenanceAssistant	8	19.50	19.86	20.28	20.68	21.13	21.55	21.13	21.55
Reel Feed Operator	9	19.00	19.18	19.35	19.50			19.35	19.50
Shipper/ Receiver	10	18.76	19.00	19.28	19.50			19.28	19.50
Quality Assurance									
Technician	10	18.76	19.00	19.28	19.50			19.28	19.50
MQE-Pre Make-Ready	10	18.76	19.00	19.28	19.50			19.28	19.50
ShredderAttendant	11	17.94	18.36	18.76	19.00			18.76	19.00
Board Trimmer	12	17.94	18.36	18.76				18.36	18.76
Janitor	12	17.94	18.36	18.76				18.36	18.76
General Labour	13	17.65	17.85	18.14	18.32			18.14	18.32
Inspector/Sorter/Packer	14	17.35	17.59	17.85	18.04			17.85	18.04

APPENDIX "A"
CLASSIFICATIONS AND HOURLY RATES OF PAY, FEBRUARY 1, 2008 TO JANUARY 31, 2009
TRAINING AND EXPERIENCE PERIODS IN CLASSIFICATION GROUP

Classification	Group	1-3 Months	4 Month	10 Month	16 Month	22 Month	28 Month	1-3 Months	Journey There After
Press Operator									
Lemnic-Charge Hand	1	27.02	27.65	28.25	28.86	29.51	30.11	29.51	30.11
Press operator MST									
/Chesnut-Charge Hand	2	25.72	26.35	27.02	27.63	28.27	28.91	28.27	28.91
Platen Dic Person	2	25.72	26.35	27.02	27.63	28.27	28.91	28.27	28.91
Press Assistant	3	23.35	23.75	24.01	24.24	24.48	24.91	24.48	24.91
Cutter/Creaser/Hot Foil									
/Stamping Operator	3	23.35	23.75	24.01	24.24	24.48	24.91	24.48	25.01
Maintenance Mechanic	4	22.49	22.98	23.45	23.94	24.43	24.91	24.43	24.91
Rotary Die Maintenance	5	22.09	22.64	23.20	23.77	24.32	24.91	24.32	24.91
Glucr Operator	5	22.09	22.64	23.20	23.77	24.32	24.91	24.32	24.91

Cylinder Analyst	6	22.09	22.36	22.62	22.88	23.12	23.41	23.12	23.41
GC Technician	6	22.09	22.36	22.62	22.88	23.12	23.41	23.12	23.41
Third Press Person									
Lemanic	7	20.37	20.78	21.19	21.61	22.01	22.43	22.01	22.43
TrkRoom Attendant	8	19.99	20.36	20.79	21.20	21.66	22.09	21.66	22.09
Maintenance Assistant	8	19.99	20.36	20.79	21.20	21.66	22.09	21.66	22.09
Reel Feed Operator	9	19.48	19.66	19.83	19.99			19.83	19.99
Shipper/ Receiver	10	19.23	19.48	19.76	19.99			19.76	19.99
Quality Assurance									
Technician	10	19.23	19.48	19.76	19.99			19.76	19.99
MQE-Pre Make-Ready	10	19.23	19.48	19.76	19.99			19.76	19.99
Shredder Attendant	11	18.39	18.82	19.23	19.48			19.23	19.48
Board Trimmer	12	18.39	18.82	19.23				18.82	19.23
Janitor	12	18.39	18.82	19.23				18.82	19.23
General Labour	13	18.09	18.30	18.59	18.78			18.59	18.78
Inspector/Sorter/Packer	14	17.78	18.03	18.30	18.49			18.30	18.49



Memorandum of Understanding

January 31, 2003

Colin D. Lang, Spokesperson,
Smiths Falls Negotiations
Graphics Communications International Union

Dear Sir,

In our 2003 negotiations process we discussed the issue of timely discipline in the absenteeism progressive discipline process. In response to the Union Agenda item #16 we agree that it is in the best interest of the Company and Union to administer discipline judiciously. In normal situations two weeks is ample time to notify all parties of the issue and discipline to be administered. We will make every effort to complete the process in that time frame.

However, there will be instances wherein administering progressive discipline can't be completed in the normal time frame. When this occurs management will notify the proper Union Representative of the situation and proceed with the discipline as soon as reasonably possible.

Donald Parnell

Human Resources Manager

Labor Negotiator Shorewood Packaging

January 17, 2003



Memorandum of Understanding

January 31, 2003

Colin D. Lang, Spokesperson,
Smiths Falls Negotiations

Dear Sir,

In our 2003 negotiations process we discussed the rotation of ISP employees in positions where rotation of employees is to occur. This memorandum is to help articulate the practice of rotating employees **on any piece of equipment**. In response to the Union Agenda item #15 we agree **that** an employee should rotate positions.

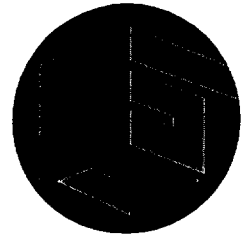
Rotation will normally occur in four-hour intervals unless there are circumstances that would dictate otherwise. On occasion a customer quality or a job size allotment may interrupt the rotation process. We will monitor and ensure that the rotation schedule is followed in normal circumstance.

Donald Parnell

Human Resources Manager

Labor Negotiator Shorewood Packaging

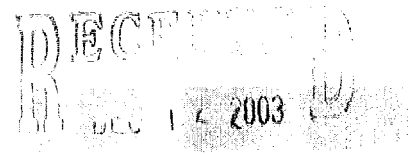
Revised January 17/03



Shorewood Packaging

Benefit Booklet

Manulife WSIB, EAP, Canada Life



Manulife Group Policy Number: GO091514 & G0097387

Class: Smiths Falls Hourly Employees

Employee Name: _____

Certificate Number: _____

Plan Administrator: Linda Bell

Important Note:

The purpose of this booklet is to outline the benefits for which you are eligible as an Employee of Shorewood Packaging. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy, the terms of the Group Policy will apply.



BASIC LIFE INSURANCE

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, *this* benefit is payable to your estate.

Benefit Amount – \$40,000.00

Termination Age – your benefit amount terminates at age 65 or retirement, whichever is earlier.

Retiree Benefit Amount (age 60 to 65) – \$2,000.00

Submitting a Claim – your beneficiary must complete the Life Claim form, which is available from your Plan Administrator. The completed claim form must be submitted within 90 days from the date of the loss.

Conversion Privilege – If your benefits terminate or reduce, you may be eligible to convert your basic life insurance to an individual policy, without medical evidence. You must apply for the individual policy, and pay the first monthly premium within 31 days of the termination of your basic life insurance. For more information on the conversion privilege, please see your Plan Administrator.

OPTIONAL LIFE INSURANCE

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Basic Life Insurance Benefit. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

Benefit Amount – increments of \$10,000 to a maximum of \$300,000. All amounts are subject to Evidence of Insurability.

Termination Age – age 65 or retirement, whichever is earlier.

Exclusions – if death results from suicide any amount of Optional Life Insurance that has been in effect for less than one year will not be payable.

DEPENDENT LIFE INSURANCE

If one of your dependents dies while insured, the amount of this benefit is paid to you.

Benefit Amount - \$5,000 spouse; \$4,000 each dependent child.

Termination Age – employee's age 65 or retirement, whichever is earlier.

DEPENDENT OPTIONAL LIFE INSURANCE

Benefit Amount – increments of \$10,000 to a maximum of \$300,000 for spouse (children not applicable), All amounts are subject to Evidence of Insurability.

Termination Age – employee's age 65 or retirement, whichever is earlier.

ACCIDENTAL DEATH AND DISMEMBERMENT

If you sustain an injury through external, violent, and accidental means while insured, and suffer a loss specified in the Schedule of Losses below, this benefit provides financial assistance to you or your beneficiary. In the event of your death, the benefit is payable to your beneficiary. For all other losses, the benefit is payable to you.

Benefit Amount – \$32,000

Termination Age – your benefit amount terminates at age 65 or retirement, whichever is earlier

Schedule of Losses – a loss shown in this schedule is covered provided it:

- is caused by accidental means, directly and independently of any other condition or cause;
- occurs within 365 days from the date of the injury; and
- is total and irreversible or irrecoverable.

The amount payable for each **loss** is a percentage of your Accidental Death and Dismemberment benefit which was in effect as of the date of the injury.

- Loss of life – 100%
- Loss of both Hands or both Feet – 100%
- Loss of Sight of both Eyes – 100%
- Loss of one Hand and one Foot – 100%
- **Loss** of one Hand and Sight of one Eye – 100%
- Loss of one Foot and Sight of one Eye – 100%
- **Loss of** Speech and Hearing in both Ears – 100%
- Quadriplegia (paralysis of both upper and lower limbs) – 100%
- Paraplegia (paralysis of both lower limbs) – 100%
- Hemiplegia (paralysis of upper and lower limbs of one side of the body) – 100%
- **Loss of** use of both Arms, both Feet or both Hands – 100%
- Loss, or loss of use, of each Arm or Leg – 75%
- Loss, or loss of use, of each Hand; Loss of each Foot; Loss of Sight in each Eye – 66 2/3%
- Loss **of** Speech – 50%
- Loss of Hearing in Both Ears – 50%
- Loss of Thumb and Index Finger on the Same Hand – 33 1/3%
- Loss of Hearing in Each Ear – 16 2/3%

No more than 100% of the amount for which you are insured under your Accidental Death and Dismemberment benefit will be paid for all losses which result from any one accident.

Exclusions – no Accidental Death & Dismemberment benefits are payable if the loss results from:

- Suicide or self-inflicted injuries.
- War or insurrection.
- Illness or disease, or the medical treatment of the same.
- Committing or attempting to commit an assault or criminal offence.
- Injuries sustained while operating a motor vehicle under the influence of any intoxicant, including alcohol.

Extended Health Care



Overall Benefit Maximum - Unlimited

Deductible - \$15 Individual \$30 Family, per calendar year. This does not apply to Drugs, Hospital Care, Out-of-Canada Emergency Medical Treatment and Vision.

Drug Deductible – 15% of the total cost of each prescription.

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- Medically necessary for the treatment of sickness or injury and recommended by a physician.
- Incurred for the care of a person while covered under this Plan Document.
- Reasonable taking all factors into account.
- Not covered under the Provincial Plan or any other government-sponsored program.
- Legally insurable.

Hospital Care

- Charges, in excess of the hospital's public ward charge, for semi-private accommodation, provided.
 - The person was confined to hospital on an in-patient basis, and
 - The accommodation was specifically elected in writing by the patient

Your Group Benefits

- Confinement in a convalescent care facility which starts within 14 days of discharge from a hospital confinement of at least 5 days, up to a maximum of 180 days per disability
- Charges for any portion of the cost of ward accommodation, utilization or co-payment fees that are not covered

Direct Drugs

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- Drugs or medicines for the treatment of an illness or injury, which by law or convention require **the** written prescription of a physician or dentist
- Oral contraceptives
- Injectable medications
- Life-sustaining drugs
- Preventive vaccines and medicines (oral and injected)
- Diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- The administration of injectable medications
- Drugs, biological **and** related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- Viagra

Vision Care

- Eye exams, once per calendar year
- Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$150 during any 2 calendar years
- If contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar years
- Visual training, to a maximum of \$200 per lifetime



Professional Services (Benefit Percentage 90% Medical Services, Supplies and Professional Services)

Services provided by the following licensed practitioners:

- Chiropractor - \$200 per calendar year
- Osteopath - \$200 per calendar year
- Podiatrist - \$200 per calendar year
- Massage Therapist – 20 visits per calendar year
- Naturopath - \$200 per calendar year
- Speech Therapist - \$200 per calendar year
- Physiotherapist- \$200 per calendar year
- Psychologist- \$200 per calendar year

Expenses for some of these Professional Services may be payable in part by Provincial Plans. In those provinces, expenses under this Benefit Program are payable only after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician is required for services provided by a massage therapist.

Private Duty Nursing

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- A registered nurse, or
- A registered nursing assistant (or equivalent designation) who has completed an approved medications training program

Covered expenses are subject to a maximum of \$5,000 per calendar year.

Before the services begin, it is advisable that you submit a detailed treatment plan with cost estimates. You will then be advised of any benefit that will be provided.

Ambulance

- Licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available.

Medical Equipment

- Rental or, when approved by Manulife, purchase of:
 - Mobility Equipment: crutches, canes walkers, and wheelchairs
 - Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Prostheses, Supports and Hearing Aids

- External prostheses
- Surgical stockings, up to a maximum of 4 pairs per calendar year
- Surgical brassieres, up to a maximum of 4 per calendar year
- Braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- Stock-item orthopedic shoes and modifications or adjustments to stock-item orthopedic shoe or a modified stock-item orthopedic shoe, up to a maximum of 1 per calendar year (must be constructed by a certified orthopedic footwear specialist)
- Casted, custom-made orthotics, up to a maximum of \$150 per calendar year (recommendation of either a physician or a podiatrist is required)
- Cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 5 calendar years

Other Supplies and Services

- Ileostomy, colostomy and incontinence supplies
- Medicated dressings and burn garments
- Oxygen
- Charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- Treatment required as a result of a medical emergency which occurs while temporarily outside the province of residence, provided the Provincial Plan also covers the covered person who receives the treatment during the absence from the province of residence.
- Referral outside Canada for treatment, which is available in Canada, to a maximum of \$3,000 every 3 calendar years



For all non-emergency medical treatment out-of Canada:

- The treatment must be recommended by a physician practicing in Canada, and
- It is advisable that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be notified of any benefit that will be provided

Charges for the following are payable under this expense:

- Physician's services
- Hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program
- The cost of special hospital services
- Hospital charges for out-patient treatment
- Licensed ambulances services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- Medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial **Plan**.

Submitting a Claim

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim form, except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an Out-of-Province/Out-of-Canada claim form. Claim forms are available from you plan administrator.

Dental Care



Deductible – Nil

Dental Fee Guide-- Fee Guide for General Practitioners which was in effect 1 year prior to the current Fee Guide for your Province of Residence.

Benefit Percentage--

100% for Level I – Basic Services

80% for Level II – Supplementary Basic Services

50% for Level III – Dentures

50% for Level IV – Major Restorative Services

50% for Level V – Orthodontics

Benefit Maximums--

\$1,000 per calendar year combined for Level I and Level II

\$2,000 per calendar year combined for Level III and Level IV

\$2,000 per lifetime **for** Level V

Level I – Basic Services

- Complete oral exam, one per 2 calendar years
- Full-mouth x-rays, one per 2 calendar years
- Recall exams, bitewing x-rays, light scaling and polishing, and fluoride treatments, once every 9 months
- Routine diagnostic and laboratory procedures
- Initial oral hygiene instruction, plus one recall
- Fillings, retentive pins and pit and fissure sealants. Replacement fillings are covered provided:
 - The existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or
 - The existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam

- Pre-fabricated full coverage restorations (metal and plastic)
- Space maintainers (appliances placed for orthodontic purposes are not covered)
- Minor surgical procedures and post surgical care
- Extractions (including impacted and residual roots)
- Consultations, anesthesia and conscious sedation
- Injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II – Supplementary Services

- Surgical procedures not included in Level I (excluding implant surgery)
- Periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - Scaling not covered under Level I, and root planning, up to a combined maximum of 16 units per calendar year;
 - Provisional splinting; and occlusal equilibration, up to a maximum of 8 units per calendar year
- Endodontic services which include root canals and therapy, root amputation, apexifications and periapical services;
 - Root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime
 - Re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment

Level III – Dentures

- Initial provision of full or partial removable dentures
- Replacement of removable dentures, provided the dentures are required because:
 - A natural tooth is extracted and the existing appliance cannot be made serviceable

Your Group Benefits

- The existing appliance is at least 36 months old or the existing appliance is temporary and is replaced with the permanent denture within 12 months of its installation.
- Denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture.
- Expenses for dentures required solely to replace a natural tooth which was missing prior to becoming covered for this expense are not payable

Level IV – Major Restorative Services

- Crowns and onlays when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay
- Inlays covering at least 3 surfaces, when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay.
- Initial provision of fixed bridgework
- Replacement of bridgework, provided the new bridgework is required because:
 - The existing appliance is at least 36 months old; or
 - The existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation
- Expenses for bridgework required solely to replace a natural tooth which was missing prior to becoming covered for this expense are not payable

Level V – Orthodontics

- Orthodontic services (for dependent children only, provided treatment commences prior to reaching age 19)

Pre-Determination of Benefits

It is recommended that **you** submit a detailed treatment plan, before the treatment begins.

Weekly Indemnity (Short Term Disability)

A qualifying period will apply before WI benefits take effect. If the disability is due to an accident there is no qualifying period. If the disability is due to sickness there is a 24 scheduled working hours qualifying period.

In order to qualify for weekly income benefits you must meet the entitlement criteria. You must be continuously disabled throughout the qualifying period and you must be receiving ongoing care and treatment from a physician.



The benefit amount is 66.7% of your weekly earnings to a maximum of \$600 per week.

To submit a claim you and your physician are required to complete the Weekly Income Claim Form. These forms are available from and must be returned to your Plan Administrator.

LONG TERM DISABILITY (LTD)

If you become totally disabled due to illness or injury which prevents you from performing the essential duties of:

- Your own occupation, during the Qualifying period and the 2 years immediately following the Qualifying period.
- Any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.

A qualifying period will apply before LTD benefits take effect, This qualifying period is 182 days during which you must be receiving regular, ongoing treatment from a physician.

In order to qualify for LTD benefits you must meet the entitlement criteria. You must be continuously totally disabled throughout the qualifying period. Manulife must receive medical evidence how your illness or injury prevents you performing the duties of your occupation. You must be receiving regular, on going care and treatment from a physician that is appropriate to your condition. If the nature of your disability and your treatment is under dispute, Manulife may require an examination by an independent expert.

The benefit amount is 66.7% of your monthly earnings to a maximum of \$1,500 per month.

The amount of this benefit can be reduced when additional sources of disability benefits and all sources of other income are considered.

If you become partially disabled after qualifying for LTD benefits, Manulife will pay a partial disability benefit. You will be considered partially disabled if your illness or injury only allows you to work in a reduced capacity so that your pre-disability earnings are reduced by 15% or more.

To submit a claim you are required to complete the Long Term Disability claim form. These forms are available from and must be returned to your plan administrator.

MATERNITY TOP-UP

Maximum payment period is six week – Benefits commence on earlier of “scheduled maternity leave date or delivery date.

The following information must be provided at the time of the claim:

- Date Employment Insurance payments began and amount of payment (this can be obtained from the EI stub).
- Date of birth of child and confinement date in hospital.



Forms are available from and must be returned to your plan administrator.

HEALTH AND DENTAL COVERAGE FOR RETIREES



As a retiring member of a group benefits plan underwritten by Manulife Financial, you can now apply to provide yourself and your spouse with individual health and dental benefits.

This opportunity to enroll in the Follow Me Plan is a benefit of the employee group plan. It entitles you to apply for an individual policy without completing a medical questionnaire, provided Manulife Financial received the application within 60 days of your leaving the group plan. You will pay your premiums directly to Manulife Financial.

All applicants must reside in Canada, at least 50 years of age and must have been covered under a Manulife Financial group Extended Health Care plan for at least six consecutive months immediately before retiring. Coverage can also be extended to include spouses at a special low couple rate. All applicants and their spouses must be covered by a Canadian government health insurance plan.

Applying:

- Complete an Application form (available from your plan administrator). Be sure to indicate whether you wish to include coverage for your spouse.



Health and Safety / WSIB

Shorewood makes every effort to provide a working environment that complies with federal and provincial health and safety laws. It is your responsibility to act in a safe manner and obey all written or expressed safety rules and regulations. You must familiarize yourself with company safety rules and make suggestions for additional safety measures. Accidents are costly and painful to Shorewood and you. Our collective goal should be the elimination of all workplace injuries.

As an employee, your responsibilities include, but are not limited to:

- Obey safety rules.
- Report unsafe or hazardous conditions in writing to department supervisors, the health and safety manager and the plant manager.
- Report accidents to supervisors and seek first aid for injuries.
- Use safety equipment provided by the company at all times.
- Exercise maximum care and good judgment at all times.

A work-related **injury** or illness is caused by physical, chemical or biological hazards in your workplace.

What are your responsibilities immediately after you are ill or injured at work?

- Obtain proper medical treatment. You must take “the package” to the medical facility with you. This package consists of a Functional Abilities form and an Authorization to Return to Work form. The package is available from your health and Safety Manager.
- Contact **your** supervisor and Health and Safety Manager as soon as possible after the injury
- Maintain communication with your supervisor and Health and Safety Manager throughout your recovery and when you return to work.
- Assist your Health and Safety Manager in identifying appropriate employment which provides allowances for your abilities.
- Provide the Workplace Safety and Insurance Board (WSIB) with any information requested about your progress in returning to work.
- Cooperate with your Health and Safety Manager and the WSIB in the Early and Safe Return to Work process.

Shorewood has a legal and ethical responsibility to re-employ their workers in a modified or regular work capacity.

For additional details regarding health and safety procedures visit with your Health and Safety Manager.



EMPLOYEE ASSISTANCE PROGRAM

Everyone has problems at some time in their lives. Sometimes these difficulties become too large to handle alone if they are left unresolved.

Shorewood Packaging acknowledges that the emotional and physical well being of their employees is very important. The EMPLOYEE ASSISTANCE PROGRAM'S trained professional counselors work to meet this need.

The request may be made by you (the employee) or one of your immediate family members. You simply contact the E.A.P. counselor to make a confidential appointment. Your employer need never know. An appointment will be set up at a time and place that is convenient to you.

The goal is solely to help the employee to return to full emotional and physical health and not as a disciplinary tool.

The program is 100% confidential except by law (subpoena, child abuse). The counselor is not an employee of Shorewood Packaging. Since the program is confidential, an employee's job security is not affected in any way.

TOLL FREE NUMBER

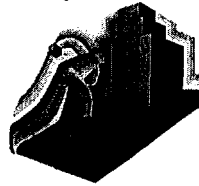
1-888-471-2228

or

1-613-342-4610

GROUP RETIREMENT PLAN – CANADA LIFE

All regular full-time employees of Shorewood Packaging are eligible to participate in the Plan after one year's service.



Pension Arrangements:

- Deferred Profit Sharing (DPSP).
- Group Registered Retirement Savings Plan (RRSP).
- All Shorewood contributions are directed **to** your DPSP account.
- Your contributions are directed to your Group RRSP account
- You choose how to invest your accounts in both the DPSP and Group RRSP.
- Shorewood contributes 3% of **your** earnings to your DPSP account.
- You do not have to contribute, but you can elect to make contributions to your account in the Group RRSP.
- **If** you make contributions to the Group RRSP, Shorewood will match 50% of these contributions up to a maximum of 2% of earnings towards your DPSP account.
- Your contributions to the Group RRSP are based on your own personal RRSP limit. This depends on your earned income in the prior year, the prescribed value of your pension in the prior year, how much you have or will be contributing to your individual RRSP, and how much unused RRSP room you have from prior years. Revenue Canada informs you of this limit each year on your tax assessment notice.
- Company contributions are limited under the Income Tax Act.
- Easy to read statements (every quarter) provide you with your account balance, current investment selection and contribution information as at the end of the statement period.

Your Group Benefits

119-01

There are several ways you can stay informed about your account's investment growth and opportunities:

- Customer Care Centre – Call 1-800-387-2679, extension 5290.
- VIP line -- Call 1-800-363-4847 and enter your certificate number and your confidential PIN number. If you don't remember your PIN number call the Customer Care Centre.
- VIP net – Gives you the same access to your account as the VIP Line, but via the Internet. (www.canadalife.com).

When you terminate, you can transfer your balances to your own individual RRSP.

When you retire, you can use your balances to buy a lifetime pension from an insurance company.