

1997 - 2004
COLLECTIVE AGREEMENT

ACG CANADA

&

GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION AND ITS' LOCAL 425-C,
NIAGARA PENINSULA

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1997 - 2004
COLLECTIVE AGREEMENT

BETWEEN

ACG CANADA

AND

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
AND ITS' LOCAL 425-C, NIAGARA PENINSULA

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THIS AGREEMENT ENTERED INTO THIS 1ST. DAY OF JANUARY, 2001

B E T W E E N :

ACG CANADA

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

- and -

**GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
AND ITS' LOCAL 425-C, NIAGARA PENINSULA**

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

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the employees covered by this Agreement; to provide machinery for the prompt disposition of grievances and the negotiated working conditions set out herein. The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an

efficient operation and continually improve itself in a strong, competitive market and the Union agrees to support the Company in attaining these objectives.

1.02 Where the singular is used throughout the articles within this Agreement, it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the bargaining agent of all regular full-time employees of the Company in the Regional Municipality of Niagara, save and except supervisors, persons above the rank of supervisor, office, sales staff, Flexo technician, Offset technician, mechanical supervisor, electrical supervisor, C.S.R. assistant, film co-ordinator, temporary employees, students hired during the school vacation period, and students hired as part of a co-operative training program with a university or college.

ARTICLE III - UNION SECURITY

3.01 The parties hereto agree that:

(a) all present employees who are members of the Union shall continue to be members of the Union by having their regular monthly Union dues deducted in accordance with the provisions of Article 3.02 hereof, and that all present employees who are

not members of the Union shall be required to make application for membership in the Union and shall have an amount equal to regular monthly Union dues deducted from their pay and remitted to the Union in accordance with Article 3.02 hereof.

(b) each employee hired after the date of this Agreement shall, upon shall have an amount equal to regular monthly Union dues deducted from his or her pay and remitted to the Union in accordance with Article 3:02 hereof. Dues will be prorated on a weekly basis for new employees who have not completed a full month. Upon successful completion of the probationary period set out in Article 10.01 hereof, each such employee shall be required to make application for membership in the Union and have membership and initiation fees as set out by the local Union as well as regular monthly Union dues deducted in accordance with the provisions of Article 3.02 of this Agreement.

3.02 The Company agrees to deduct the regular monthly Union dues from the employee's first pay **of** the month and forward such deductions to the Financial Secretary of the Union by cheque each month not later than the last day of the month in which such deductions are made.

3.03 The Union agrees to indemnify and save the Company harmless against any and all claims or other forms of liability that may arise out of, or by reason of, the provisions of this Article

III.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its' Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its' employees; to discipline and discharge employees in accordance with Article VII of this Agreement.
- (b) the right: to select and hire the working force and employees; to transfer, assign, promote, demote, schedule and classify employees, and to retire employees; to plan, direct and control its' operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its' commitments and objectives.

(c) the right to determine: the location and extent of its' operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment; the number of employees needed by the Company at any time and how many shall work in any job, machine, production line or crew; the number of hours to be worked; starting and quitting time; methods to be used to ensure security of the Company's property, and generally, the right to manage the enterprise and its' business without interference are solely and exclusively the right of the Company.

ARTICLE V - NO STRIKES OR LOCKOUTS

5.01 Neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, slowdown, or any suspension of or stoppage **of** or interference with work or production which shall in any way affect the operations of the Company and there shall be no sympathy strikes, and the Company agrees that it will not engage in any lockout during the term of

this Agreement.

5.02 Any employee who participates in any of the foregoing conduct will have their employment and seniority terminated.

5.03 The word "strike" and the word "lockout" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that the specifically designated grievance procedure shall be properly followed within the time limits provided.

Whenever the term "grievance procedure" is used in this Agreement it shall be considered as including the arbitration procedure.

6.02 "Grievance" shall mean a complaint or claim concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

6:03 **Step No. 1 (Verbal Complaint)**

No employee shall have a grievance until the employee has discussed their complaint with their Supervisor. If the Supervisor does not settle the matter to the employee's satisfaction, the employee may proceed to Step #2 of the grievance procedure by filing a written grievance.

The Company shall be under no obligation to consider or process a verbal complaint unless it has been made within ten (10) days from the time the circumstances upon which the complaint is based were known or should have been known by the grievor. The Supervisor shall respond to the verbal complaint within five (5) days.

6.04 Step No. 2

An employee's grievance must be submitted in writing to their Supervisor within twelve (12) days of receipt of the Supervisor's response at Step No. 1. The written grievance shall set out the facts and issues giving rise to the grievance, the article or articles **of** the Collective Agreement allegedly violated and the remedy desired. The grievance shall be signed by the grievor and the grievor's Steward and dated. If a meeting is held at this step, the persons in attendance will include the grievor and Steward, the grievor's Supervisor and the Department Manager. The Supervisor will respond to the written grievance within seven (7) days of receipt **of** such grievance or of the meeting, if a meeting **is** held, and the giving of such answer will terminate Step No. 2.

Step No. 3

If the grievance is not settled at Step No. 2, the grievance must be moved to Step No. #3 within five (5) days after the receipt of the Step No.2 decision, but not thereafter, by being

presented to the Department Manager within the aforesaid five (5) days. If a meeting is held at this step, the persons in attendance will be the Steward and/or Chief Shop Steward and a Union Representative, together with the Department Manager, Manager of Human Resources, and Senior Management. Such meeting will be arranged at a mutually agreed time. Either party may require the attendance of the grievor. The Manager of Human Resources will give a written reply by the end of the fifth (5th) working day following the receipt of the grievance by the Department Manager, or of the meeting, if a meeting was held, and the giving of such answer will terminate Step No. 3.

Step No. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within such ten (10) days from the delivery of the decision at Step No. 3, but not thereafter. If a request for arbitration is not **so** given within such ten (10) day period, the decision at Step No. 3 shall be final and binding upon both parties to this Agreement and upon any employee affected thereby. A board of arbitration shall be established upon the request of either party to this Agreement, except that if both parties agree, then a single arbitrator will be appointed.

Board of Arbitration - Upon such request being made the parties to

this Agreement shall forthwith each appoint one (1) member to the Board of Arbitration and the two (2) members shall select a third person as chairperson. If the two members fail to select a third person (7) days after the appointment of the last of them, or if either party fails to name a member to the Board of Arbitration, the chairperson shall be selected by the Minister of Labour for Ontario at the request of either party hereto. The Board of Arbitration thus formed shall hear the matter and issue a decision, and such decision shall be final and binding upon the parties hereto and upon any employee affected thereby. The decision of the majority shall be the decision of the Board of Arbitration and if there is no majority decision, the decision of the chairperson shall be the decision of the Board.

Single Arbitrator - Where the parties agree to the use of a sole arbitrator, the party giving notice shall, in such notice, submit a list of names acceptable to it to act as sole arbitrator. The party receiving the notice shall accept one of the suggested names within one (1) week **of** the receipt of the notice. If none of the names on the list are acceptable, the party receiving the notice shall respond with its' own list of names. If the parties are unable to agree to an arbitrator within seven (7) days of this response, the parties will then request the Minister **of** Labour for the Province of Ontario to assist them in selecting an arbitrator, pursuant to Section 48 of the Labour Relations Act, 1995.

ARTICLE VII - DISCHARGE

7:01 The discharge of an employee who has not completed their probationary period, hereinafter referred to as a "probationary employee" shall be at the sole discretion of the Company providing the decision is not arbitrary, discriminatory, or in bad faith, and shall not be subject to the grievance procedure, or arbitration.

7.02 The discipline or discharge **of** an employee who has completed their probationary period, hereinafter referred to as a "seniority employee" shall be subject to being grieved by such employee in accordance with the provisions hereof provided such employee feels they have been discharged without proper cause.

7.03 A claim by a seniority employee that they have been discharged without proper cause shall be treated as a grievance and shall commence at Step No. 2 of Article 6.04 provided a written grievance signed by the employee and the employee's Steward is presented to the Human Resources Manager within five (5) days after the discharge.

ARTICLE VIII - UNION REPRESENTATIVES

8.01 For the purpose of negotiating a renewal of this Agreement, the Company agrees to recognize a Negotiating Committee which will be comprised of not more than four (4) employees from the bargaining unit, no more than one (1) of whom shall be from any

one (1) department.

8.02 The Company acknowledges the right of the Union to elect one (1) Shop Steward from each of A, B, C and D shifts for the purpose of representing employees in the handling of grievances. One of such Shop Stewards shall be elected as Chief Steward. A Shop Steward who is working an off-shift shall be subject to be called in to a meeting to expedite the processing of a grievance. In order for an employee to be eligible to be a Steward the employee must have successfully completed their probationary period. No floor representative shall leave their work to investigate a dispute or grievance without the express permission of their supervisor.

8.03 The Union shall notify the Company in writing of the names of Stewards and the Company shall not be required to recognize any such personnel until it has been so informed.

ARTICLE IX - NEW EQUIPMENT

9:01 If, during the life of this Agreement, the Company introduces new equipment or processes, the Company agrees to provide the Union President or his designate at least fourteen (14) calendar days notice **of** such change. "New equipment" shall be interpreted as the introduction of equipment that is significantly different from existing equipment, or significantly alters existing work processes. In the event of such introduction, the Company

shall provide the Union President as well as post on the main bulletin board a letter with the following information;

- the nature of the new equipment or process
- the approximate date the Company intends to introduce the new equipment or process
- the possible impact such introduction may have on the workforce, and
- if appropriate, the proposed rate of pay for classifications required by the new equipment or process

Upon receipt of the Company's notice, the Union will have fourteen (14) calendar days to request a meeting with the Company to negotiate where appropriate rates of pay relative to the new equipment or process.

If the parties are unable to agree on the rate(s) of pay within fifteen (15) days following their meeting, the matter may be referred by either party directly to arbitration as described in Section VI and modified by article 9:02.

9:02 The jurisdiction **of** the arbitrator shall be limited to determining whether the new equipment is subject to the provisions of this article and to determining wages in respect to such new equipment, which would result in major changes in job responsibilities.

If the parties are unable to reach an agreement upon the rate of pay for the classification required by the new equipment, the

parties shall prepare and sign a joint Request for Arbitration containing the "Final Offer" of each party. Neither party shall amend its Final Offer thereafter and it is each party's Final Offer as set out in the Request for Arbitration, which shall be placed before the arbitrator.

The arbitrator's jurisdiction will be limited to hearing both parties' submissions, and selecting the Final Offer that is most appropriate in all **of** the circumstances.

9:03 The new wages, when adopted, shall be retroactive to the date the new equipment went into full-time operation.

9:04 The time limits set out in this article and Section VI may be extended by mutual agreement.

ARTICLE X - SENIORITY

10:01 An employee shall not have any seniority, and shall be considered as a probationary employee until the employee has worked for the Company for a period **of** thirteen (13) weeks within a consecutive twenty-six **(26)** week period. During such probationary period the probationary employee will have no seniority rights other than those granted under Article **VI**, as modified by Article **VII** of the Collective Agreement. Upon completion of the probationary period an employee's seniority will be backdated to the date of hire. From the date of this Agreement onward, in the case **of** more than one (1) employee attaining seniority on the same

day, such employees shall be placed on the seniority list in alphabetical order.

10.02 Promotions to Positions Beyond the Scope of this Agreement

The following provisions apply to a bargaining unit employee who is transferred by the Company to a position beyond the scope of this Agreement:

- (i) The employee may, at the discretion of the Company, be returned to the bargaining unit within a period of one (1) year from the date of such transfer, and
- (ii) If so returned to the bargaining unit, shall be granted seniority equal to the seniority lost at the time of transfer to the non-bargaining unit position plus the time, up to one (1) year, served in such non-bargaining unit position.
- iii) In the event an employee at the Company's discretion is returned to the bargaining unit, the employee will be responsible through a schedule of payroll deductions to pay additional Union dues equivalent to the amount the employee would have paid had the employee never left the bargaining unit, or for a period of one year, whichever is less.

10.03 Promotions to Regular Full-Time Bargaining Unit Positions

In all cases of promotion to full-time vacancies within the bargaining unit which the Company desires to fill, the

following factors shall be considered:

- (a) seniority;
- (b) skill, efficiency, productivity and versatility;
- (c) fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively equal in the judgment of the Company, seniority shall govern, subject to grievance.

"Promotion" as used in this Agreement shall be deemed to mean a regular full-time transfer to another job classification.

The term "regular full-time bargaining unit position" as used herein means a position that is expected to last more than six (6) months.

During the posting period the Company may temporarily fill the vacancy as it sees fit. In order to be eligible to apply the applicant must be qualified to perform the job in accordance with the Company's quality and production standards, or if not, the applicant must have performed satisfactorily in the immediately prior position in line of progression. The Company will consider applications and apply the foregoing provisions of this Article 10.03.

The Company agrees to advertise regular full-time vacancies that occur within the bargaining unit save and except those in Pre-press Lead Hand, Bindery Co-ordinator and P.I.C. positions for a period of ten (10) calendar days. Employees who

are on vacation during the entire posting period may make application for the vacant position within three (3) days of the end of their vacation. This does not apply to employees who take additional time off through leaves of absence, illness, switching of shifts or other similar occurrences. Upon request, the Company will furnish the Chief Steward with the names of those employees who are absent from work during the posting period. During the posting period the Company may temporarily fill the vacancy as it sees fit. In order to be eligible to apply the applicant must be qualified to perform the job in accordance with the Company's quality and production standards, or if not, the applicant has performed satisfactorily in the immediately prior position in line of progression. The Company **will** consider applications and apply the foregoing provisions **of** this Article 10.03.

10.04 **Exception to Job Posting**

The Company has the right to appoint Lead Hands and PICs or any position beyond the scope of this Agreement, or discontinue such appointments. The decision to appoint and the persons to be so appointed and the decision to discontinue such person or such appointment **shall** be in the sole discretion of the Company and shall not be subject to the job posting procedure.

10.05 **An** employee selected by the Employer to fill **a** vacancy as per Article 10.03 will be allowed a three month probationary period in which to satisfactorily perform the **new** job. Employees, who

fail to satisfactorily perform duties of the new job, including the ability to roll up a position on a pres crew, will be returned to their previous classification. Employees who are unsuccessful in completing their probationary period will be excluded from applying to a similar position for a period of one (1) year from the date they were removed from the posted position. The three-month probationary period may be extended by mutual agreement by the Company and the Union.

10:06 An employee must work twenty-four (24) hours in their assigned occupation during the regular payroll week in order for that week to be counted towards their progression period, or their new employee probationary period, or their new job probationary period as the case may be.

10:07 Progression and or probationary periods for employees who have posted to new job classifications will be extended by an amount of time equal to the time the employee is absent from the newly bid occupation. If an employee is absent from the new occupation for a period of four (4) weeks or longer and has completed seven (7) weeks or **less** of the thirteen (13) week probationary period, the probationary period will be started again.

ARTICLE XI - LAY-OFF AND RECALL

11.01 Definitions

(a) "Temporary lay-off" is defined as a lay-off of seven (7) days or less.

(b) "Short-term lay-off" is defined as a lay-off of eight (8) days or more but not more than thirty (30) days.

(c) "Long-term lay-off" is defined as a lay-off of thirty-one (31) days or more.

11:02 A seniority employee who is subject to a temporary lay-off of more than one (1) shift shall exercise seniority within their department on the shift that the employee is working, i.e. A, B, C, or D as the case may be, by displacing an employee who has less seniority in a lower paid job classification, provided such senior employee has satisfactorily performed such job for the Company for at least thirteen (13) weeks at some time. Notwithstanding the foregoing a seniority employee who is subject to a temporary lay-off of one (1) shift or less may exercise their seniority as described above. An employee bumped from their department or shift under this Article 11:02 shall be laid-off from the plant.

11.03 An employee subject to a short-term lay-off shall exercise their seniority as follows, provided the employee is qualified to perform the work required:

Firstly - within the employee's Department, by displacing an employee in a lower-paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least three (3) months at some time;

Thereafter - within another Department in the plant, by

displacing an employee in an equal or lower-paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least three (3) months at some time. In the press departments only (Flexo and Offset), an employee who has exhausted their bumping rights within their department shall bump from one delivery position to another, without having previously held the position for three (3) months. If there *is* no such job, such employee shall be laid off.

If, as a result of this article, only the employees in the classifications listed below remain on their shift, and if they continue to perform their regular job duties, their rate of pay will not be reduced. This applies to the following classifications: Pre-press Lead, Bindery Co-ordinator, Bindery Person in Charge.

11:04 In case of a long term lay-off, the procedure set out in Article 11:03 above will apply except that once an employee is no longer able to bump within their department, the employee shall bump within another department in the plant by displacing an employee in an equal or lower paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least thirteen (13) weeks at some time. If, through passage of time, the senior employee is no longer fully qualified, the employee will be provided with a reasonable amount of re-

training. The amount of re-training which is reasonable in the circumstances shall be determined by Management.

In the press departments (Flexo and Offset) only, an employee may bump from one delivery position to another without having previously held the position for thirteen (13) weeks.

11.05 Notwithstanding anything contained in this Article XI, in a temporary lay-off as defined in Article 11.01(a) or a short-term lay-off as defined in Article 11.01(b), Pre-press Lead Hands, Bindery Co-ordinators and Bindery PICs (Person In Charge) shall not be subject to being bumped from their crew by another employee.

11.06 Recall From Lay-Off

When a job becomes available for less than one calendar week (Monday - Sunday or Sunday - Saturday) in a department from which employees are laid off, the most senior employee who normally works in that department who is laid off from the plant will be recalled to that job provided the employee is qualified to perform the job.

When a job becomes available for one calendar week, or more, as defined above, the most senior employee laid off from that department, whether working in another department or laid off from the plant, will be recalled to that job, provided the employee is qualified to perform the job. It is understood that in cases where the Company has received little or no notice of a vacancy lasting one calendar week or longer, they will endeavour to fill the

vacancy in the manner described above as soon as practicable. When work becomes available in that department on a regular full time basis and no one is on lay off from the department, the job will be posted.

If a vacation occurs in the press departments (Flexo and Offset) during a short-term or long term lay-off, the senior employee in the department and on the crew who normally performs the position or has performed the duties of the position for at least three (3) months will fill the vacancy.

11.07 In cases of temporary work becoming available, employees who have been on lay-off will be offered such temporary work in order of seniority before the Company uses temporary personnel, subject to the following:

- (a) Such persons must have committed in writing that they will come in when called,
- (b) No call-in pay or overtime pay will be paid for such temporary work,
- (c) The employee shall be paid at the rate in the progression applicable to the amount of time he has worked on such job.

11:08 Notice of Lay-Off

In the case of short-term lay-off, the Company shall give employees affected by such lay-off twenty-four (24) hours notice prior to the start *of* the lay-off.

In the case of a planned long term lay-off the Company shall give employees affected by such lay-off three (3) days notice prior to the start of the lay-off.

The notice periods described above will not be applicable in situations where the cause of the lay-off is beyond the control of ACG Canada.

When an employee who is given such notice uses their seniority to displace another employee, the original notice given shall be deemed to be notice to the employee who is laid off from the plant. The notice of lay-off provided for herein need not be given to an employee who is ready to return to work after being on Workers' Compensation, sickness and accident or other leave of absence unless such employee has given their supervisor more than five (5) days' notice of the date of their intended return to work.

11.09 Loss of Seniority and Employment

A seniority employee shall lose their seniority standing and employment and the employee's name shall be removed from the seniority list for any of the reasons set out hereinafter. The loss of employment set out herein is deemed to be a specific penalty under Section 44(9) of the Ontario Labour Relations Act.

- (a) If the employee quits the employ of the Company;
- (b) If the employee is discharged for proper cause and is not reinstated;

- (c) If an employee who is recalled to work after a lay-off fails to notify the Company within one (1) day that they accept the recall or fail to return to work within five (5) days after being telephoned or notice of recall has been sent by registered mail, delivery or courier, to the last address that the Human Resources Office has in its' files for the employee.

It is the responsibility of an employee to ensure that the Company's employment files contain the employee's correct name, address, telephone number and social insurance number, or if the employee is not going to be reachable at the foregoing address or telephone number, an address or telephone number at which the employee can be reached. If the employee fails to do so, the Company will be relieved of any obligation to the employee not fulfilled because of such failure. An employee who is not able to return to work on the designated date shall lose their right to that specific recall and the Company may recall the next eligible employee. However, if such employee was not able to return to work on the designated date as result of a bona fide, verified illness or accident, such employee will have the right to exercise their seniority to displace the person who was recalled in the employee's place when they were not able to return to work on the designated date, when the employee provides evidence satisfactory to the Company that the employee has fully

recovered and is in a fit condition to return to work and perform the work required.

- (d) If the employee overstays a permitted leave of absence or vacation without securing extension of such leave of absence or vacation from the Human Resources Manager.
- (e) If the employee is absent from the employee's duties for three (3) consecutive days without permission.
- (f) In the event of the employee not performing work for the Company for a period of one (1) year. Effective January 1, 2002 the one (1) year period will be extended to eighteen (18) months.

11.10 Seniority List

The Company will post a seniority list on bulletin boards and will revise such list semi-annually. No grievance shall be raised with respect to such list or its' accuracy more than thirty (30) calendar days after the list has been posted.

11.11 In the event the Company and Union agree to extend the one (1) year time limit as described in Article **11:09** (f) as a result of an employee's impending return to work from sickness or injury, the employee will not continue to accrue seniority past the one (1) year time limit. Effective January 1, 2002, the **one** (1) year time limit described in Article **11:09** will be extended to eighteen (18) months, however the employee will not continue to accrue seniority past the first twelve (12) months **of** absence.

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 The provisions of this Article XII are not to be interpreted as a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime pay.

If the Company decides to change work schedules, the Company will notify the Union and employees of the intended change and will, upon request of the Union, meet to discuss the matter. Notwithstanding the foregoing, schedules of the following are subject to change without notice: quality assurance, maintenance, bindery, truck drivers and all bargaining unit clerks.

12:01(a) As soon as practicable in 1994 the Maintenance Department will begin to work twelve (12) hour shifts, on the rotation as those worked by the other twelve (12) hour shift departments.

Effective October 3, 1994 until July 1, 1995 the Maintenance Department will revert to the eight (8) hour shift schedule presented during negotiations.

Effective July 2, 1995 until March 31, 1996 the Maintenance Department will return to the twelve (12) hour shift schedule worked by the other twelve (12) hour shift departments.

From April 1, 1996 until the expiry of this Agreement, the

Maintenance Department will work the eight (8) hour shift schedule presented during negotiations.

It is understood that: upon request by the Maintenance Department the rotation back to eight (8) hour shifts may be waived. In this instance it is understood that the department will stay on twelve (12) hour shifts permanently.

12.02(i) An employee working an eight (8) hour shift will receive two (2) paid break periods of fifteen (15) minutes each and a twenty (20) minute lunch period.

(ii) An employee working a twelve (12) hour shift will receive three (3) paid break periods of fifteen (15) minutes each and a twenty (20) minute lunch period.

(iii) The break periods and lunch periods referred to in this Article 12.02 may be staggered so that work continues during such period. Where work continues through an employee's lunch period, (e.g. Pressroom, Maintenance), such lunch period will be paid. No other employee's lunch period will be paid unless the employee is directed by supervision to work through such lunch period.

12.03 **Overtime**

(a) For employees working an eight (8) hour shift the following will apply:

(i) Work performed in excess of eight (8) straight time hours in the day or forty (40) straight time hours

in the week shall be considered overtime and paid at time and one-half (1-1/2) the employee's straight time rate of pay.

- (ii) Work performed on Sunday will be paid at two (2) times the employee's straight time rate of pay provided the employee has worked forty (40) straight time hours during the week.
 - (iii) Overtime will be paid for each full, fifteen (15) minute period worked.
 - (iv) No overtime will be paid without the express written authorization or consent of the employee's Supervisor.
- (b) For employees working a twelve (12) hour shift the following will apply:
- (i) If the employee **is** scheduled to work a three (3) day work week the employee will be paid time and one-half (1-1/2) the employee's straight time rate for hours worked in excess of twelve (12) straight time hours in the day and for hours worked in excess of thirty-six (36) straight time hours in the week.
 - (ii) If the employee is scheduled to work a four (4) day work week the employee will be paid time and one-half (1-1/2) the employee's straight time rate for

hours worked in excess of twelve (12) straight time hours in the day and thirty-six (36) straight time hours in the week.

(iii) Overtime will be paid for each full, fifteen (15) minute period worked.

No overtime will be paid without the express written authorization or consent of the employee's foreman.

12:03 (c) The method for determining pay calculations for an employee who has worked in both an eight (8) hour and twelve (12) hour shift department in the same pay period will be decided based on the majority of shift type the employee worked that week. In the event an even number of twelve (12) and eight (8) hour shifts are worked, the pay calculation will be determined by the type of shift the department the employee is currently assigned to normally works.

12:03 (d) Employees who work a full week in an eight hour shift department, and the following week work in a twelve hour shift department will have the Sunday considered as the first day of the week for the twelve (12) hour shift segment when determining overtime pay.

12:03 (e) When an overtime situation is created as described in 12:03 (a) or (b), the employee will be paid the premium rate as required in 12:03 (a) or (b) for the unscheduled time worked, and at

the rate of pay for the occupation the employee worked in, regardless of the employee's regular occupation. This article will also apply to employees who, as a result of a lay-off, work in departments other than their own.

12.04 There shall be no duplication of overtime payment nor compounding of overtime and any other premium.

12:05 The parties hereto agree with the principle that overtime should be distributed equitably among qualified employees who normally and regularly perform the dominant portion of the work required, without favouritism, subject to the following:

(i) In the press room overtime will be distributed equitably within the crews of the press, consistent with sound business practice when unscheduled single day absences within the regular crew occur.

In the press departments only (Flexo and Offset), if overtime becomes available in one department and the other department's same shift **has** been called off, the overtime opportunity will first be offered to those employees who have been called off for that shift in the manner described below in Article 12:05(ii). If no employees on the called off shift have signed the overtime list, Article 12:05(ii) will be observed. Those employees, who enter their name on the overtime list and then refuse the overtime opportunity, will be considered

to have called off work.

- (ii) In every department there shall be a weekly list upon which employees commit themselves to overtime, which they are prepared to work. Overtime will be offered to those employees in the department in which the overtime is required in rotation in order of seniority in accordance with the foregoing principles. When the Company excuses an employee from overtime work offered to him, the employee will be considered to have worked the overtime for the purpose of this Article 12:05. In the event the Company overlooks an entitled employee in making work, crew or overtime assignment, such employee shall not be entitled to money payment for such missed assignment, but shall be entitled to preference in a future overtime assignment or assignments in order for the employee to make up the lost work opportunity. This language will not apply to employees who are laid-off and are missed during a recall.

- (iii) Whenever an overtime opportunity is worked in the pressroom, the supervisor shall fill in the position worked and the name of the person who worked it on the manning schedule.

- (iv) 12.06 Call-In

When an employee is required to wear a beeper and has

punched out and has left Company property and is then called in by the Company to do work for which the employee has had no prior notice the employee shall be compensated as follows:

- (i) The employee shall be paid four (4) hours of straight-time pay for that week whether called in or not. However, if the employee is in fact called in, such four (4) hours pay shall be applied to the first call-in for which the employee shall receive the foregoing four (4) hours of straight-time pay or such four (4) hours pay shall be applied to actual time worked during such first call-in at the appropriate rate for such actual hours worked if such is greater than the four (4) hours at straight-time pay.
- (ii) Each call-in thereafter the employee shall receive a minimum of four (4) hours straight-time pay or shall be paid the appropriate rate for all hours actually worked, whichever is greater.

12.07 When an employee who is not required to wear a beeper has punched out and has left the Company property and is then called in by the Company to do work for which the employee has no prior notice, the employee shall receive a minimum of four (4) hours straight time pay or shall be paid the appropriate rate for all hours actually worked, whichever is greater.

- (i) If a call-in occurs in the maintenance department

between the hours of midnight and 5 a.m. the employee called in will be allowed to start his regular shift at a later time, equal to the time spent during the call-in, without affecting his regular shift pay. If an employee who has been called in between the hours of midnight and 5:00 a.m. elects not to work his regular shift following the call-in, he will not receive any regular shift pay.

- (ii) If a call-in occurs in the maintenance department after 5 a.m., the employee will stay to join his regular shift, but can leave earlier, equal to the time worked prior to his regular shift, and still get full shift pay plus the overtime premium for the time worked prior to his regular shift.

ARTICLE XIII - SAFETY AND HEALTH

13.01 The Union agrees to co-operate with the Company in its' endeavour towards improving working conditions by such means as education of employees on safety, working habits, increasing the morale of the employees and obtaining good housekeeping within the plant.

13.02 The Company and the Union recognize the need for a safe working environment. Therefore, a joint Health and Safety Commit-

tee is established in accordance with the provisions of the Occupational Health & Safety Act of Ontario. The Union shall be entitled to appoint two (2) employees to the Health and Safety Committee, The Health and Safety Committee shall carry out its' duties in accordance with the provisions of the Occupational Health & Safety Act of Ontario.

13.03 Each employee is required to use or wear equipment or protective devices necessary to protect themselves from injury or hazardous conditions. Employees shall report any suspected health or safety hazard to the employees' Supervisor.

13.04 The Company will post signs warning of unsafe noise levels in the plant and will continue the practice of providing hearing protection equipment for employees working in those designated areas and the current practice with respect to cost sharing of certain such equipment shall continue. It is agreed and understood that deliverypersons in the Flexo departments and all classifications with the exception of the deliveryperson in the Offset department shall wear both earplugs and muffs in order to provide proper hearing protection.

13.05 Safety Footwear

(a) Approved footwear must meet the following standards:

- For General Plant and Maintenance - CSA Grade **No. 1** (Green tag, six or eight inch leather boot)
- For all other departments - CSA Grade No. 1 (Green Tag,

choice of shoe or boot)

- (b) All employees must wear approved footwear when they are in the plant.
- (c) Effective January 1, 2001 the safety shoe allowance will be increased to eight dollars (\$80.00). The footwear may be purchased in one of two ways:
 - i) From a shoe truck at the plant parking lot: The driver/salesperson will submit the bill for payment to the Company. Any cost over eighty dollars (\$80.00) in 2001, ninety dollars (\$90.00) in 2002 and 2003 and one hundred dollars (\$100.00) in 2004 will be deducted through payroll on the next paycheque.
 - ii) From any local shoe outlet: The employee will submit the original receipt of purchase (with no other purchases shown on the receipt), to the Human Resources office, to receive an allowance up to eighty dollars (\$80.00) in 2001, ninety dollars (\$90.00) in 2002 and 2003 and one hundred dollars (\$100.00) in 2004 on their next paycheque.

13.06 Uniforms

The current practice of providing employees with five (5) uniforms over a two (2) week cycle will continue during the term of operation of this Agreement. Employees who are not in office/clerical type occupations may, at their discretion, order five (5) T-shirts through the Company every 24 months. Employees who choose this option will not be permitted to use/order uniform shirts for a

period of 24 months from the date of receipt of the ordered T-shirts. Defacing or otherwise altering uniforms, including T-shirts, is a breach of Company rules. T-shirts may only be ordered during the first week of May each year. Employees not wearing their uniforms while at work will be subject to disciplinary action. When an employee leaves the employ of the Company the employee must turn in all uniforms; if an employee fails to do so, the Company has the right to deduct the cost of the uniforms not turned in from wages due and owing the employee.

ARTICLE XIV - LEAVE OF ABSENCE

14.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Human Resources Manager in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specific period of time. Granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation other than four (4) weeks of premiums to be paid with respect to benefits set out in Article XXIII hereof. The employee shall not work in any other position during such leave of absence unless agreed to **by** the Company in writing.

14.02 Maternity Leave

Maternity leave shall be in accordance with the Employment Standards Act of Ontario.

14.03 Leave for Union Business

The Company will grant leave of absence without pay to not more than two (2) delegated Union members to attend Union conventions or conferences provided the Company is given reasonable notice when the request is made. Not more than one (1) person from a shift will be allowed leave at the same time. No person granted leave of absence pursuant to the provisions of this Article 14:03 shall be absent for more than one (1) week nor shall all persons granted leave pursuant to this Article be granted more than an aggregate of twenty-one (21) days leave per calendar year.

14.04 Disability Leave

An employee who because of illness or injury requires absence from work shall furnish evidence of such illness or injury, which may include examination by a Company-appointed physician if requested by the Company.

The employee shall furnish supplementary medical evidence of disability from time to time as requested by the Company. Failure or refusal to furnish such evidence of disability or to attend for a medical examination will result in the termination of the employee's employment and seniority. Before any employee on disability leave may return to work the employee must satisfy the

Company that they are fit and able to perform the work required, which may include a note from the Company doctor.

14.05 **Modified Duties** - Employees who are injured while at work and seek medical attention for said injury will notify the treating physician of the availability of modified work at the plant. The injured employee will return a completed Treatment Memorandum form to their supervisor or the supervisor on duty upon their return from the treating physician.

ARTICLE XV - TEMPORARY TRANSFERS

15.01 *An* employee who is temporarily transferred to a different job classification shall be paid as follows:

- (a) If the transfer is for the convenience of the Company, and if the rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive their regular rate of pay;
- (b) If the transfer is for the convenience of the employee, or for any reason other than exercising their seniority to avoid a lay-off, the employee shall receive the Tier 2 rate of whatever classification the employee enters. **In** the event an employee exercises their seniority to avoid a lay-off the employee will continue to receive the Tier 1 rate of whatever classification the employee enters.
- (c) If the transfer is to a higher-rated classification, the

employee will receive the higher rate of pay in the employee's own tier, except if the employee is in a job classification in which there is a wage progression. In that case, the employee shall, if the employee has not completed the progression, receive a premium of fifty cents (\$.50) an hour. If the employee has completed the progression and is at the top rate for such progression, the employee shall, when transferred to a higher-rated job, receive the higher rate of pay of the job in the employee's own tier to which the employee is transferred. When a bargaining unit employee is temporarily transferred to act as a relief Supervisor the employee shall receive a premium of one dollar (\$1.00) per hour for each hour so worked in addition to the employee's regular rate of pay.

- (d) Employees who are temporarily transferred to act **as** a relief Supervisor and normally work twelve (12) hour shifts, will be paid on the basis of an eight (8) hour shift if they were scheduled for a three-day week, or twelve (12) hour shift if they were scheduled for a four (4) day week. Shift premiums are excluded in this calculation.
- (e) Effective January 1, 2002 pre-press and clerical classifications that normally have summer students employed in them will be posted prior to the hiring a student for the summer. The purpose of this article is to ensure that regular full-time employees who have either had previous pre-press or

clerical work experience applicable to the Company's needs, or who have successfully completed applicable school courses may post for the aforementioned positions during the months of May to August inclusive. This time frame may be extended or reduced based on the Company's vacation replacement requirements. Applicants will be assessed on the basis of article 10:03. Successful applicants will be paid the entry-level rate for the job.

ARTICLE XVI - GENERAL

16.01 Collective Agreement Copies

The parties hereto agree that each employee should receive a copy of the Collective Agreement and the parties hereto agree to share the cost of printing the Agreement on a fifty/fifty (50/50) basis.

16.02 Bulletin Board

The Company will provide a locked bulletin board for the use of the Union for posting of notices of Union meetings or other matters of interest to the employees but shall not include political material. The bulletin board key will be kept in the Human Resources Department. All such notices must be signed by the proper officer of the Union and submitted to the Manager of Human Resources for approval before being posted. Such notice shall be removed after being posted for thirty (30) calendar days.

16.03 New Job Classification

When the Company establishes a new job classification coming within the scope of this Agreement the Company shall provide the Union president, or his designate, notice of the new job classification, and the proposed rate of pay for the proposed classification. Upon receipt of the Company's notice, the Union will have fourteen (14) calendar days to request a meeting with the Company to discuss the proposed rate of pay for the new classification. If the parties are unable to agree to a rate within fifteen (15) days following the meeting, the matter may be referred by either party directly to arbitration as described in Section VI and modified by article 16:04.

16:04 The jurisdiction of the arbitrator will be limited to determining the rate of pay for the new classification.

If the parties are unable to reach agreement upon the rate of pay for the new classification, the parties shall prepare and sign a joint Request for Arbitration containing the "Final Offer" of each party. Neither party shall amend its Final Offer thereafter and it is each party's Final Offer as set out in the Request for Arbitration, which shall **be** placed before the arbitrator.

The arbitrator's jurisdiction will be limited to hearing

both parties' submissions, and selecting the Final Offer that is most appropriate in all of the circumstances.

16:05 The new wages, when adopted, shall be retroactive to the date the new classification became effective.

16:06 The time limits set out in this article and Section VI may be extended by mutual agreement.

ARTICLE XVII - DESIGNATED HOLIDAYS

17.01 The following days shall be observed as designated holidays:

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

17.02 An employee who has completed their probationary period shall receive holiday pay at their regular straight time rate of pay exclusive of premiums for the number of straight time hours which, but for the holiday, the employee would have been normally scheduled. Regularly scheduled hours worked in your home department on a designated holiday will be counted for the purpose of determining eligibility for premium pay.

17.03 In order to be eligible for payment for such holiday pay the employee must work their last full regularly scheduled shift

immediately before the holiday and their first full regularly scheduled shift immediately after the holiday. Employees who are in receipt of weekly indemnity, or Workers' Compensation benefits and as a result have not worked their immediate regularly scheduled shifts before and after a holiday will receive holiday pay during their first six months absence from work. Effective January 1, 2002 employees in receipt of weekly indemnity, or Workers' Compensation benefits and as a result have not worked their immediate regularly scheduled shifts before and after a holiday will receive holiday pay during their first twelve (12) months absence from work.

17.04 An employee who is required to work on any of the holidays listed in Article 17.01 hereof shall be paid for each such hour worked on such holiday at the rate of one and one-half (1-1/2) times his regular straight time rate of pay, and in addition shall receive the holiday pay provided for herein.

17.05 Where a designated holiday falls on a non-working day for an employee or during their vacation, the employee shall receive the holiday pay provided for herein but shall not receive another day off as a designated holiday.

17.06 Where an employee is employed in a continuous operation and works on a designated holiday the employee shall be paid at the rate of time and one-half (1-1/2) their rate of pay for each hour worked, and where the employee qualifies hereunder for the holiday

with pay, the employee shall be paid their regular wages in addition, but shall not receive another day off as a designated holiday.

17:07 If work is required to be performed on a holiday, but the entire department is not needed, the higher seniority employees will have the choice of whether to work or not, providing that the remaining employees may competently perform the work required. This article applies to all departments except the press departments. Effective January 1, 2002 the higher seniority employee will have the choice of whether to work the holiday or not, providing the remaining employees may competently perform the work required.

ARTICLE XVIII - PERSONAL DAYS

18:01 Personal days are to be used in accordance with the provisions of this Article XVIII, for sick days or personal business days. Personal days used for sick days following or preceding a designated holiday, will not qualify the employee for the holiday pay. To receive these days off other than for sickness, the Department Supervisor must be notified no later than the Monday preceding the week the request is for. When the Supervisor is not **so** informed the employee will not be paid for the day. The granting of such personal days will be at the Supervisor's discretion taking into consideration the Department or

plant's ability to maintain an efficient workforce. The pay for a personal day is straight time at the person's base rate, exclusive of any premiums. Personal days earned in a payroll year are to be taken in the next payroll year. Payroll year is defined as per Article 19:01. Personal days are not accumulative from year to year. Personal days are not considered as hours worked in the calculation of premium pay.

18:02 Employees Working Eight (8) Hour Shifts

An employee working an eight (8) hour shift schedule will receive one (1) eight (8) hour personal day for each three (3) continuous months worked in the previous year, not to exceed four (4) personal days in any given year. Effective May 23rd 1999 all eight (8) hour shift employees with five (5) or more years of service will receive an additional personal day. The test date for determining the fifth (5th) year of entitlement will be the first payday in the following year. For the purpose of this clause only, absences for any reason, of twenty-one (21) consecutive calendar days or more will be interpreted as breaking continuous months worked.

18:03 Employees Working Twelve (12) Hour Shifts

An employee working a twelve (12) hour shift schedule will receive one twelve (12) hour personal day for each four (4) continuous months worked in the previous year, not to exceed three (3) personal days in any given year. Effective May 23rd 1999 all twelve (12) hour shift employees with five (5) or more years of service

will receive an additional personal day. The test date for determining the fifth (5th) year of entitlement will be the first payday in the following year. For the purpose of this clause only, absences for any reason, of twenty-one (21) consecutive calendar days or more will be interpreted as breaking continuous months worked.

18:04 Employees Working Eight (8) Hour Shifts

Effective the first full pay week in 2002 all eight (8) hour shift employees with fifteen (15) years of service will receive two (2) additional personal days. Effective the first full pay week in 2004 all eight (8) hour shift employees with fifteen (15) years of service will receive one (1) additional personal day. The test date for determining the fifteenth (15th) year entitlement will be the first payday in the following year. These personal days are automatically given, and will not be lost except for absences of greater than one (1) year.

18:05 Employees Working Twelve (12) Hour Shifts

Effective the first full pay week in 2002 all twelve (12) hour shift employees with fifteen (15) years of service will receive one (1) additional personal day. Effective the first full pay week in 2004 all twelve (12) hour shift employees with fifteen (15) years of service will receive one (1) additional personal day. The test date for determining the fifteenth (15th) year entitlement will be the first payday in the following year.

These personal days are automatically given, and will not be lost except for absences of greater than one (1) year.

PERSONAL DAY ENTITLEMENT CHART

YEAR	2001		2002		2003		2004	
Shift	8HR	12HR	8HR	12HR	8HR	12H	8HR	12HR
All Employees	4	3	4	3	4	3	4	3
Five+ years seniority	5	4	5	4	5	4	5	4
Fifteen+ years seniority	5	4	7	5	7	5	8	6

ARTICLE XIX - VACATION WITH PAY

19.01 For the purposes of this Article XIX, the anniversary date of the employee's last date of hire is the qualifying date for determining vacation entitlement. Vacation payment is calculated as a percentage of earnings exclusive of vacation pay accumulated during the previous payroll year. "Payroll year" is defined as the 52 weeks in the previous year used for payroll purposes. Every seventh year, the payroll year will consist of 53 weeks.

19:01(a) If an employee fails to work their full scheduled shift immediately before or after their vacation, the employee will be required to forfeit a personal day without pay for each scheduled day not worked. In the event the employee does not have any or enough personal days left in the current year, they will be forfeited from the following year. If an employee provides documentation suitable to the Company, which verifies they missed

work for reasons beyond their control, a personal day may be used at the employee's discretion.

19:02 (a) An employee with one (1) year of continuous service, but less than five (5) full years of continuous service as of the anniversary date of their date of hire will receive two (2) weeks vacation with pay equivalent to four percent (4%) of their earnings exclusive of vacation pay in the previous payroll year.

(b) An employee with five (5) years of continuous service, but less than ten (10) full years of continuous service as of the anniversary date of their date of hire will receive three (3) weeks vacation with pay equivalent to six percent (6%) of their earnings exclusive of vacation pay in the previous payroll year.

(c) An employee with ten (10) years or more of continuous service as of the anniversary date of their date of hire will receive four (4) weeks vacation with pay equivalent to eight percent (8%) of their earnings exclusive of vacation pay in the previous payroll year.

19.03 All allotted vacation time must be taken during the calendar year of entitlement. Pay in lieu of vacation is not allowed except where an employee has given up part of their scheduled vacation at Management's request, or has been unable to commence such scheduled vacation due to serious accident or illness, and there is not enough time left in the calendar year for it to be rescheduled. The exception with reference to serious

illness or accident does not apply to an illness or accident which occurs after the employee has commenced such vacation. In such case the employee shall receive vacation pay for such unused vacation time. Vacations may not be taken one (1) day at a time.

19:04 The following departments will have their own separate vacation schedules:

- Offset
- Flexo
- Paper Handling
- Bindery
- Shipping
- Mechanical Maintenance
- Electrical Maintenance
- Pre-Press
- General Plant
- Quality Assurance
- Unionized Clerks

19.05 Supervisory personnel will not be included on the departmental vacation schedule.

19.06 Vacation preference will be based on plant seniority.

19.07 An employee must select their vacation within two (2) scheduled working days or the employee will be moved to the bottom of the selection list. Employees with three (3) or more weeks vacation will select their first two (2) weeks of vacation on their first pass at the vacation schedule. Once all employees have selected their initial two (2) weeks, the procedure will repeat itself, with employees selecting the balance of their outstanding vacation.

Eligible employees may take more than two (2) consecutive

weeks of vacation as long as they follow the foregoing vacation selection procedure.

19.08 Departments other than pressroom which operate on twelve (12) hour shifts will have two (2) vacation schedules. One schedule for "A" and "B" shifts, the second for "C" and "D" shifts.

19.09 Departments which have twelve (12) and eight (8) hour shift employees will have the eight (8) hour shift employees included on the twelve (12) hour shift vacation schedule.

19.10 Effective the 1992 vacation year, due to the number of employees in the Offset and Flexo Departments, vacation schedules will be broken down one step further to crews i.e. "D" shift will have two (2) vacation schedules - one for Offset and one for Flexo. With the exception of the month of November, two Flexo department employees may take vacation.

19.11 Vacations for eight (8) hour shift employees will run from Monday to Monday. Vacations for twelve (12) hour shift employees will run from Sunday to Sunday. Employees may arrange to trade shifts with other employees in order to have the Sunday off, if they work a twelve (12) hour shift schedule. Employee shift changes must be approved in advance by supervision, and must not incur any additional overtime.

Example: "A" crew is scheduled to work Friday, Saturday and Sunday. If you want the Sunday off in conjunction with your vacation, you would have to find a competent individual from either

"C" or "D" crew to work your Sunday shift, and you in turn will work their Tuesday shift. This example can be applied to any other day of the week as long as overtime pay is not incurred.

19.12 PIC's and AC's who work on the same press may not take vacation at the same time.

19.13 The back-ups for Department Supervisor may not pick the same weeks of vacation as the Supervisor.

19.14 Vacation planners will be posted November 1st of each year.

19.15 The position of unionized clerk shall be backed up or filled by another unionized clerk when vacations occur. In the interim period while a unionized clerk is being trained to be a back up, or in an emergency situation, the Company may use a non-unionized employee.

ARTICLE XX - BEREAVEMENT LEAVE

20.01 When death occurs in a seniority employee's immediate family, i.e. husband, wife, child, parent, brother, sister, mother or father of his or her current husband or wife, the employee, on request, will be excused for a period not to exceed three (3) consecutive days, or such fewer days as the employee may be absent, immediately following the date of death up to and including the day of the funeral.

20.02 When death occurs to the grandparent or grandchild of a

seniority employee, the employee will be granted a bereavement leave of one (1) day on the day of the funeral.

20.03 Pay shall be at the employee's base rate of pay, exclusive of any premiums for the number of regular straight time hours that the employee was scheduled to work during such day. Notwithstanding anything contained herein no employee shall receive pay for any day upon which such employee would not otherwise have worked.

20.04 The employee's Supervisor must be notified as soon as possible.

ARTICLE XXI - JURY DUTY

21:01 Each seniority employee who is summoned to and reports for jury duty as prescribed by applicable law shall be paid by the Company the difference between such employee's regular base rate exclusive of premiums for the number of hours that the employee otherwise would have been scheduled to work and the daily mileage reimbursement paid by the court. In order to receive payment under this section, an employee must meet all **of** the following eligibility requirements:

- a) The employee shall have given at least one (1) week's notice to their Department Supervisor that the employee has been summoned for jury duty;
- b) The employee shall provide the Company with a "Certificate of

Jurors Attendance" as evidence that jury duty was attended on the days for which the employee claims payment;

- c) The employee would otherwise have been scheduled to work for the Company on the day or days for which the employee claims payment.

ARTICLE XXII - PENSION RETIREMENT FUND

22:01 The current Pension Retirement Fund which is in effect shall be continued for the life of this Agreement except that in the first full pay period in 2002 the weekly contribution per employee shall be increased from twenty-one dollars (\$21.00) to twenty-three dollars (\$23.00), and all employees upon entry into the plan shall be required to contribute seven dollars (\$7.00) per week; in the first full pay period in 2003 the weekly contribution per employee shall be increased from twenty-three dollars (\$23.00) to twenty-five dollars (\$25.00), and the employees' contributions from seven dollars (\$7.00) to eight (\$8.00) per week; in the first full pay period in 2004 the weekly contribution per employee shall be increased from twenty-five dollars (\$25.00) to twenty-seven dollars (\$27.00), and the employees' contributions from eight dollars (\$8.00) to nine (\$9.00) per week;

22:01(a) In all cases, the pension plan document shall be controlling in all matters pertaining to qualification of employees for benefits thereunder, and in all matters pertaining to the

existence of, and the extent of benefits and conditions.

22 :02 The Company and Union's policy regarding retirement is as follows: **All** employees covered by this Agreement shall retire from the Company the day following their sixty-fifth (65) birthday.

22 :03 The following is a summary of when, or at what point pension contributions and/or accrued pensionable service may be temporarily suspended, or terminated:

(i) Leaves of Absence: Contributions and accrued pensionable service stop after four (4) weeks.

(ii) Lay-off: Contributions and accrued pensionable service stop after thirteen (13) weeks.

(iii) Temporary or Total Disability (Non-Work Related): Pension contributions and accrued pensionable service will continue for a period of one (1) year from the date the employee last worked. **An** employee must have returned to work for a period of not less than three (3) months in order to qualify for this section again.

(iv) ~~Temporary or Total Disability (Work Related)~~: Pension contributions and accrued pensionable service will continue for a period of one (1) year from the date the employee last worked.

(v) Maternity/Parental Leave: Pension contributions and accrued pensionable service will continue to accrue for the duration of either of these leaves.

(vi) Disciplinary Absences: Pension contributions and accrued pensionable service will continue as follows:

a. Twelve (12) hour shifts: four (4) shifts or less

b. Eight (8) hour shifts: five (5) shifts or less

In cases where disciplinary absences are of longer duration than those shown above, pension contributions and pensionable service will stop on the first shift absent and will resume on the employee's first day back to work.

ARTICLE XXIII - BENEFITS

23.01 The benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence of and extent of benefits and conditions.

23.02 The Company's only obligation hereunder is to pay the amount or portion or premiums contracted for but the Company shall not be considered to be an insurer with respect to any benefit or plan referred to herein. Only full-time seniority employees who are actively at work are entitled to the benefits contained herein.

23.03 The Company agrees to pay on behalf of seniority employees who qualify pursuant to the provisions hereof the premiums or portions or premiums designated which are necessary to

obtain the insurance policies that will provide the following benefits:

(a) Life Insurance:

<i>Effective:</i>	<u>Jan. 1/01</u>	<u>Jan. 1/02</u>	<u>Jan 1/03</u>	<u>Jan 1/04</u>
<i>Term</i>				
<i>Life Ins.</i>	- \$19,000	\$20,000	\$21,000	\$22,000
<i>A.D. & D</i>	- \$15,000	\$16,000	\$17,000	\$18,000

(b) Weekly Indemnity:

66-2/3% of the employee's basic weekly earnings to a maximum payment of \$427.00 per week. Payment shall be from the 4th day of accident or hospitalization and 4th day of illness, for a period of fifteen (15) weeks. Effective January 1, 2000 the maximum payment will increase to \$447.00 per week. Effective January 1, 2002 payment shall be from the 1st day of accident or hospitalization and 4th day of illness, for a period of twenty-six (26) weeks with the maximum payment increasing to \$487.00 per week. Effective January 1, 2003 the maximum payment will increase to \$527.00 per week. Effective January 1, 2004 the maximum payment will increase to \$547.00 per week.

(c) Extended Health Insurance: To cover the following:

- i) Prescription Drug Plan - A managed health care drug plan, providing 100% reimbursement for eligible drugs following generic substitution and therapeutic cross selection, commonly referred to as Plan 50 through Clarica.
- ii) Vision Care - Effective January 1, 1999, \$100.00 per 24 month

period. Effective January 1, 2002, \$120.00 per 24 month period. Effective January 1, 2003, \$130.00 per 24 month period. Effective January 1, 2004, \$140.00 per 24 month period.

(iii) Semi-Private Hospital Coverage with a ten dollar (\$10.00) per night deductible.

(iv) Supplementary Health Care

(d) Dental Insurance: (Note: Employee contribution - 15% of premium cost, deducted weekly)

i) Preventive - 80% reimbursement to maximum of \$1,500.00

ii) Restorative - 60% reimbursement to maximum of \$1,500.00.

NOTE: The \$1,500.00 referred to in (i) and (ii) hereof is a combined maximum for both Preventive and Restorative care per calendar year.

iii) Orthodontic - 50% reimbursement to a lifetime maximum of \$1,200.00. Effective January 1, 2001 the lifetime maximum will be increased to \$1,500.00. Effective January 1, 2002 the lifetime maximum will be increased to \$1,600.00. Effective January 1, 2003 the lifetime maximum will be increased to \$1,700.00.

(e) Employees will assume the full cost of the retail sales tax as applied to health care benefits.

23 :04 Whenever applicable, benefit claims for dependents will be co-ordinated between the Company's benefit carrier and the spouse's benefit carrier. Further to this, all employees will

fully co-operate with the Company's plan to start positive enrolment for all applicable benefits beginning January 1, 1997.

ARTICLE XXIV - WAGES

24.01 The wage rates set out in Appendix "A" attached hereto shall be in effect for the life of this Agreement.

a) Employees who are hired after February 28, 1992 will be paid under the tier 2 rates shown in Appendix "A".

b) Employees hired prior to February 28, 1992 will be paid under the tier 1 rates shown in Appendix "A", until any one of the following occurs:

i) the employee successfully posts to a new job classification

ii) the employee exercises their bumping rights as per Part 2 of the Letter of Agreement

iii) the employee works the overtime in a grandfathered classification as described in Part 3 of the Letter of Agreement

24.02 Effective December 31, 2000 all employees **will** receive a general increase of 2.75% to their rate.

a) Effective December 31, 2001 all employees will receive a general increase of \$.52 to their rate.

b) Effective December 29, 2002 all employees will receive a general increase of 3.0% to their rate.

- c) Effective December 28, 2003 all employees will receive a general increase of 3.0% to their rate.

In addition to the general increases detailed above, specific classifications covered by this Collective Agreement shall receive specified rate adjustments. These adjustments are detailed in the Memorandum of Agreement signed by both parties and are reflected in the rates shown in Appendix "A" of this Agreement.

24:03 Arrears and Deductions

In the event an employee receives an overpayment of any kind, the Company shall first be required to notify the employee of the overpayment before the amount of the overpayment may be deducted from the employee's next pay. In the event that the employee does not agree that there has been an overpayment, no deduction shall be made until Article VI has been exhausted.

The Company shall be authorized to deduct all outstanding arrears for contractual deductions from an employee's paycheque upon their return to work from any type of leave.

ARTICLE XXV - DURATION

25:01 This Agreement shall become effective on the first (1st) day of January, 1997 and shall remain in force and effect and shall not be reopenable save and except as otherwise herein expressly provided until the thirty-first (31st) day of December, 2004, and

shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 25:02 hereof of its desire to negotiate amendments to this Agreement.

25.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) and not less than thirty (30) days prior to the 31st day of December 1996 or during similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 2002

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION
AND ITS' LOCAL 425-C,
NIAGARA PENINSULA**

ACG CANADA

LETTER OF AGREEMENT
Between

ACG CANADA

And

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
LOCAL 425-C

During the negotiation of this collective agreement, both the Union and the Company agreed that during the term of the collective agreement the Tier 11 rates for a number of classifications would be eliminated. In addition to the elimination of some Tier II rates, the following matters were agreed to.

Employees who are currently in the Tier pay scale as of the date of ratification for the classifications of a) Delivery, b) Bindery Operator c) Bindery Lead d) Store Copies e) General Plant, and f) Housekeeping, will have their rates of pay grandfathered. Employees in these classifications will receive all general increases as described in the Memorandum of Settlement. The names of all grandfathered employees who will be affected are listed in the Memorandum of Settlement. The rates of pay for the grandfathered positions are published in Appendix "B" of this Agreement.

Employees who as a result of a lay-off are required to exercise their bumping rights will bump into the same Tier of rates they were in prior to the lay-off. Employees who are required to bump into the classifications named in Part I of this Agreement will receive the grandfathered rate of the classification.

Employees who work overtime in the classifications described in Part I of this Agreement will receive the rate of pay published in Appendix "A" of the Collective Agreement for the classification they perform the work in. Employees who work overtime in any other classification will be paid the rate of pay Published in Appendix "A" of the Collective Agreement and at the Tier rate the employee is currently in.

Employees who are receiving the grandfathered rate of pay as described in Part I of this Agreement and work overtime in their home position will receive the grandfathered rate of pay.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 2002

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION
AND ITS' LOCAL 425-C,
NIAGARA PENINSULA**

ACG CANADA

APPENDIX "A"WAGE RATES

DEPT. #301 AND #305 - PRESS WAGE STRUCTURE

Progression

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Deliveryperson:				
Start	12.04	12.56	12.94	13.33
13 Weeks	12.55	13.07	13.46	13.86
39 Weeks	12.96	13.48	13.88	14.30
52 Weeks	13.28	13.80	14.21	14.64
Roll Tender	18.05	18.57	19.13	19.70
2nd Pressperson	20.29	20.81	21.43	22.07
1st Pressperson	23.02	23.54	24.25	24.98

A trainee will progress to a higher rate pending favourable evaluation by their 1st Pressperson, Supervisor, Production Manager and Plant Manager, according to Trainee Pressperson Progression Rates.

Trainees with previous press experience who perform their job duties above normal expectations may be moved through the progression scale at an accelerated rate at the supervisor's discretion.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium will increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 it will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 2

PRE-PRESS WAGE STRUCTURE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	13.59	15.27	15.73	16.20
13 Weeks	14.51	16.19	16.68	17.18
39 Weeks	15.42	17.10	17.61	18.14
52 Weeks	16.65	18.33	18.88	19.45
65 Weeks	17.82	19.50	20.09	20.69
Lead Person	20.29	21.97	22.63	23.31

A trainee will progress to a higher rate pending favourable evaluation by their Lead Person, Pre-press Manager, Technical Manager and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 3

SHIPPING WAGE STRUCTURE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	12.92	13.44	13.84	14.26
13 Weeks	13.84	14.36	14.79	15.23
39 Weeks	15.07	15.59	16.06	16.54
52 Weeks	16.55	17.07	17.58	18.11
Shipping Coordinator	17.61	18.13	18.67	19.23
Shipping Expediter	17.61	18.13	18.67	19.23

A trainee will progress to a higher rate pending favourable evaluation by their Supervisor and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium will increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 4**PAPER HANDLING WAGE STRUCTURE**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	12.92	13.44	13.84	14.26
13 Weeks	13.84	14.36	14.79	15.23
39 Weeks	15.07	15.59	16.06	16.54
52 Weeks	16.55	17.07	17.58	18.11

A trainee will progress to a higher rate pending favourable evaluation by their Supervisor and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 5**ELECTRICAL AND MECHANICAL WAGE STRUCTURE**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	15.29	15.81	16.28	16.77
52 Weeks	17.14	17.66	18.19	18.74
104 Weeks	18.65	19.17	19.75	20.34
156 Weeks	19.57	20.09	20.69	21.31
208 Weeks	20.54	21.06	21.69	22.34
260 Weeks	21.46	21.98	22.64	23.32
Lead Person	22.46	22.98	23.67	24.38
Plumber	20.99	21.51	22.16	22.82

For employees to receive the 5th Year, and 100% rate, they must have an appropriate trade licence in one of the department's trades - Machinists, Millwright, Electrician and Electronics.

The rate increase from year to year, and percentage to percentage, depends on work performance, job knowledge and favourable evaluation by the Supervisor, and Management, on a yearly basis.

Any trainee who is on progression who works in a higher paid classification will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium will increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 6

GENERAL PLANT WAGE STRUCTURE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	12.04	12.56	12.94	13.33
13 Weeks	12.57	13.09	13.48	13.88
39 Weeks	13.10	13.62	14.03	14.45
52 Weeks	13.58	14.10	14.52	14.96
Lead Person	N/A	15.10	15.52	15.96
Housekeepers	13.07	13.59	14.00	14.42
Facility Maintainer				
Start	12.12	12.64	13.02	13.41
13 Weeks	12.92	13.44	13.84	14.26
26 Weeks	13.71	14.23	14.66	15.10
39 Weeks	14.50	15.02	15.47	15.93
52 Weeks	15.56	16.08	16.56	17.06

A trainee will progress to a higher rate, pending favourable evaluation by their Supervisor and Plant Manager.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium will increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 it will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 7

BINDERY WAGE SCHEDULE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Start	11.49	12.01	12.37	12.74
13 Weeks	12.01	12.53	12.91	13.30
39 Weeks	12.54	13.06	13.45	13.85
52 Weeks	13.07	13.59	14.00	14.42
Bindery PIC	19.78	20.30	20.91	21.54
Co-Coordinator	16.55	17.07	17.58	18.11
Lead Person	13.58	14.10	14.52	14.96
Scheduler	13.07	13.59	14.00	14.42
Mail/Store Copies	13.07	13.59	14.00	14.42

A trainee will progress to a higher rate, pending favourable evaluation by their Co-Coordinator, Bindery MIC, Manager and Plant Manager.

Any trainee who is on progression, who works in a higher paid classification will receive \$.50 per hour more while performing these duties.

A shift premium of \$.40/hr. will be added to the above rates when working night shift. Effective the first pay period in 2002 the shift premium will increase to \$.45/hr., in 2003 it will increase to \$.50/hr., and in 2004 it will increase to \$.55/hr.

APPENDIX "A" - Continued - Page 8**CLERICAL WAGE STRUCTURE**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
<u>JOB GRADE 111</u>				
Pre-press Expediter: Operations Reporting start	14.02	14.54	14.98	15.43
13 Weeks	14.61	15.13	15.58	16.05
<u>JOB GRADE 1</u>				
PAPER CLERK SAMPLE CLERK CSR CLERK/SAMPLES start	13.85	14.37	14.80	15.24
13 Weeks	14.47	14.99.	15.44	15.90

A trainee will progress to a higher rate, pending favourable evaluation by their Supervisor.

Appendix "B"

GRANDFATHERED CLASSIFICATIONS WAGE STRUCTURE

<u>CLASSIFICATION</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Deliveryperson	15.02	15.54	16.01	16.49
Bindery Operator	14.47	14.99	15.44	15.90
Bindery Lead	14.61	15.13	15.58	16.05
Store Copies	14.47	14.99	15.44	15.90
General Plant	14.61	15.13	15.58	16.05
Housekeeper	14.08	14.60	15.04	15.49

NOTICE TO ALL EMPLOYEES
RE: ACG CANADA
WORKPLACE AND SEXUAL HARASSMENT POLICY

The Company and the Union recognize and agree that it is a fundamental right of all employees to enjoy a workplace that is free from harassment, including sexual harassment.

Both parties agree that harassment is unacceptable in the workplace. Complaints of this nature will be dealt with as required. This policy sets out what is workplace and sexual harassment, what options are available to employees who believe they are being harassed, and what are the legal duties facing managers and supervisors to respond to harassment complaints.

What is Harassment?

The Ontario Human Rights Code defines illegal harassment as follows:

"harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

It is discriminatory for any employee or the employer to harass an employee because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation,

age, record of offences, marital status, family status or handicap.

Harassment is illegal. Both the harasser and the Company can be liable. Harassment will not be tolerated. A finding of harassment will result in appropriate discipline.

Options for Dealing with Harassment Concerns

Any employee who believes that he or she has been subjected to harassment may take any or all of the following actions:

1. Take Personal Action

An employee can let the person know that their behaviour or comments are unwelcome. The person who is told should treat the request seriously and stop if requested.

2. Ask for Assistance

Any employee can ask for assistance in resolving their concern from the union steward or from their supervisor. The employee should suggest what will help resolve the concern. Both the union steward and all supervisors will treat the request seriously and in confidence. The objective is to resolve the concern and to make sure that the workplace is free from harassment. There will be no reprisal for bringing forward any legitimate concern.

3. File a Formal Complaint.

An employee can file a complaint in writing about harassment by any employee or supervisor that is based on any of the grounds that are protected by the Human Rights Code. Formal concerns must be filed within a reasonable time of the incident having taken place. **All** formal complaints will be investigated. **All** formal complaints will be reported to Corporate Human Resources.

Supervisors' and Managers' Responsibilities

1. Supervisors and Managers have legal duties to respond to workplace harassment. They must act when claims of harassment come to their attention. Supervisors will take appropriate action to resolve concerns.

2. Supervisors will advise the plant Human Resources Manager of any complaint of harassment. A record will be made that is kept separate from the employee's file unless a finding of harassment is made.

LETTER OF UNDERSTANDING

Between

ACG CANADA

And

GRAPHIC COMMUNICATIONS INTERNATIONAL

UNION LOCAL 425-C

RE: INCOME INFLATION PROTECTION

The Company and the Union agree that in recognition of the parties extending the life of the existing contract an additional three (3) years in 2002, 2003, and 2004 an income inflation protection plan will be provided. The purpose of this Letter of Agreement is to ensure that if the Consumer Price Index (CPI) exceeds the negotiated wage increases during the aforementioned years by one percent (1%) designated affected employees shall receive monetary recognition.

A) The Consumer Price Index (CPI) published by Statistics Canada for December 2002 shall be compared with the CPI published for 2001. If the December 2002 CPI exceeds the December 2001 CPI by in excess of four percent (4%) each employee on the payroll of the Company as of the date of ratification of the extension who is still on the Company's payroll as of December 31, 2002 shall

receive a one-time lump sum payment of \$200.00, less statutory deductions. This amount shall be payable not later than the first pay period in February 2003.

B) The Consumer Price Index (CPI) published by Statistics Canada for December 2003 shall be compared with the CPI published for 2002. If the December 2003 CPI exceeds the December 2002 CPI by in excess of four percent (4%) each employee on the payroll of the Company as of the date of ratification of the extension who is still on the Company's payroll as of December 31, 2002 shall receive a one-time lump sum payment of \$200.00, less statutory deductions. This amount shall be payable not later than the first pay period in February 2004.

C) The Consumer Price Index (CPI) published by Statistics Canada for December 2004 shall be compared with the CPI published for 2003. If the December 2004 CPI exceeds the December 2003 CPI by in excess of four percent (4%) each employee on the payroll of the Company as of the date of ratification of the extension who is still on the Company's payroll as of December 31, 2004 shall receive a one-time lump sum payment of \$200.00, less statutory deductions. This amount shall be payable not later than the first pay period in February 2005.

This Letter of Understanding expires on December 31, 2004.

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DATED AT STEVENSVILLE, ONTARIO THIS

DAY OF _____, 2001

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION
AND ITS' LOCAL 425-C,
NIAGARA PENINSULA**

ACG CANADA

