

2005 - 2011
COLLECTIVE AGREEMENT

ACG CANADA

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COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA AND ITS' LOCAL 425-G
NIAGARA PENINSULA

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2005 - 2011
COLLECTIVE AGREEMENT

BETWEEN

ACG CANADA

AND

COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA AND ITS' LOCAL 425-G
NIAGARA PEN

I N D E X

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THIS AGREEMENT ENTERED INTO THIS 1ST. DAY OF JANUARY, 2005

B E T W E E N :

ACG CANADA

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

- and -

**COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA AND ITS' LOCAL 425-G,
NIAGARA PENINSUL**

(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 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.

6.05 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.

6.06 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 single arbitrator shall be appointed upon the request of either party to this Agreement.

Selecting an Arbitrator - The party giving notice of the arbitrator shall submit with the notice, 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.

6:07 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.

6:08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to add to, alter, modify or amend any part of this Agreement, or to

adjudicate any matter not specifically assigned to him by the notice to arbitrate.

6:09 Each party hereto shall bear its' own costs of and incidental to any such arbitration proceeding. The fees and charges **of** the arbitrator shall be borne equally by the parties except that neither party is obliged to pay any part of a stenographic transcript without its' express consent. The arbitrator will have the right to award costs **to** either party in the event the matter before the arbitrator is deemed frivolous or vexatious in nature.

6:10 Where the Union fails to advance a grievance to the next step within the applicable time limits, the grievance shall be deemed to be withdrawn. Where the company fails to provide a response within the applicable time limits, the grievance shall automatically advance to the next step of the grievance procedure. The parties may agree to extend time limits provided they do so in writing.

6:11 Union Policy or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may **be**, in writing, within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grieving party. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the

written grievance. Such meeting shall take place within the framework of Step No. 2 of the foregoing grievance procedure. The Company or the Union, as the case may be, shall give its' written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within ten (10) days of the delivery of such written decision and Step No. 3 of this Agreement shall be followed.

The provisions of this Article 6.09 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves have instituted and the provisions **of** Article 6:08 shall not be bypassed.

6.12 A grievance, which has been disposed of pursuant to the grievance provisions of this Agreement, shall not again be made the subject matter **of** a grievance. A grievor shall have the right to withdraw their grievance at any stage of the proceedings.

6:13 Group Grievance

Where more than one (1) employee has exactly the same grievance arising out of exactly the same set of facts or circumstances which occurred at the same time, a group grievance shall be filed. A group grievance may be filed by listing all such employees in the grievance at Step No. 2 and signed by one or more of the grievors, as well as a Shop Steward. If requested by the

Company only one (1) of such employees listed shall be present at the grievance meeting. Such group grievance shall then be processed within the framework of the grievance procedure.

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, which will include the Local President or his/her designate. The Committee may also include any outside agent it wishes.

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 with the following information:

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

The above noted information will be posted on the main bulletin board in the plant.

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 twenty-six (26) weeks within a consecutive thirty-five (35) week period. During the 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. As of January 1, 1997, 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.

Notwithstanding the aforementioned, probationary employees will be entitled to all group benefits and the pension plan upon completion of their first thirteen weeks of employment within a twenty-six week period.

**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.

iv) Employees may be transferred out of the bargaining unit in order to fulfil specific tasks. The term of the transfer will be mutually agreeable to the Company and the Union, and may be in excess of one (1) year. At the end of the job assignment, the employee will be returned to the bargaining unit without loss of seniority and to his/her prior classification.

During the term of the assignment, the Company will remit Union dues on behalf of the transferred employee.

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 twenty-six (26) week probationary period in which to satisfactorily perform the new job. Employees who fail to satisfactorily perform the duties of the new job, including the ability to roll up a position on a 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 twenty-six (26) week 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 twenty-six (26) 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 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 the job for the Company for at least thirteen (13) weeks at some time and is familiar with the equipment.

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 the job for the Company for at least three (3) months at some time and is familiar with the equipment;

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 the job for the Company for at least three (3) months at some time and is familiar with the equipment. 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 that is reasonable in the circumstances shall be determined by Management.

During a layoff in the pressroom all employees can bump down to the next position (positions) provided such senior employee has satisfactorily performed the job for the Company for at least three months at some time in either the Flexo or Offset departments and has familiarity with the equipment.

11.05(a) 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.

(b) During any and all lay-offs the senior in-plant union official can be bumped down in his or her department, but not out of his or her department.

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 room during a short term or long term lay-off, the senior employee in the department and on the shift and has familiarity with the equipment who normally performs the position or has performed the duties of the position for at least three 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 W.S.I.B., 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 re-instated;
- (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 eighteen 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 eighteen month 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 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 same rotation as those worked by the other twelve (12) hour shift departments.

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

12:03 (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.

12:03(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 supervisor.

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.

During a lay-off, laid-off employees will be recalled to work before the overtime procedure is applied. To facilitate this process during a temporary lay-off, laid-off employees who wish to be recalled prior to their next scheduled shift will sign a recall sheet provided by the Company. The recall sheet will show the day(s) and shift(s) the employee will work if recalled. **If** a laid-off employee is not available to receive the recall, the next senior qualified employee will be contacted immediately.

Employees not at work for any reason the shift prior to the commencement of the temporary lay-off, will be required to notify their supervisor of the shift(s) and day(s) they will work, if called. No employee will be recalled for more shifts than they are laid-off from.

In the event no one has signed the recall list, or all employees on it have worked an equal number of shifts they have been laid off from, the overtime procedure as described in Article 12:05(ii) will be used. Employees who have signed the recall or overtime list and then refuse the recall or overtime opportunity, will be considered to have called off work. The aforementioned language will not apply in instances where the plant, **or** department(s) are closed or are working with a reduced

headcount on a designated holiday.

- (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) For the purposes of this article, twelve-hour shift employees may be scheduled to attend a maximum **of** three (3) training sessions per calendar year. These specific sessions shall occur during the employees

scheduled three-day work week. Employees will be paid their regular straight time rate **of** pay for the first four (4) hours of each training session. In the event the training session exceeds four (4) hours, the employee will be reimbursed at time and one half their regular rate of pay for all hours in excess of the four (4) straight time hours.

- (v) Eight-hour shift employees may be scheduled to attend a maximum of three (3) training sessions per calendar year. These specific sessions shall occur on the employees scheduled days off. Employees will be paid their regular straight time rate of pay for the first four (4) hours of each training session. In the event the training session exceeds four (4) hours, the employee will be reimbursed at time and one half their regular rate of pay for all hours in excess **of** the four (4) straight time hours.

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 that working safely is a condition of employment, and to support this principle agree 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 Committee 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 employees are required to wear hearing protection in all designated areas.

13.05 Safety Footwear

13.05(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)

13.05(b) All employees must wear approved footwear when they are in the plant.

13.05(c) Effective January 1, 2005 the safety shoe allowance will be increased to one hundred and ten dollars (\$110.00). 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 one hundred and ten dollars (\$110.00) in 2005, one hundred and twenty dollars (\$120.00) in 2006 and 2007, one hundred and thirty dollars (\$130.00) in 2008, one hundred and

forty dollars (\$140.00) in 2009, one hundred and fifty dollars(\$150.00) in 2010 and one hundred and sixty dollars (\$160.00) in 2011 **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 one hundred and ten dollars (\$110.00) in 2005, one hundred and twenty dollars (\$120.00) in 2006 and 2007, one hundred and thirty dollars (\$130.00) in 2008, one hundred and forty dollars (\$140.00) in 2009, one hundred and fifty dollars(\$150.00) in 2010 and one hundred and sixty dollars (\$160.00) in 2011 on their next paycheque.

13.05(d) Safety footwear that is purchased through the safety shoe allowance program is for the exclusive use of the employee.

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's medical consultant.

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 Functional Abilities form to their supervisor or the supervisor on duty upon their return from the treating physician.

14.05(a) Employees absent from work due to illness or injury for more than seven (7) calendar days will, upon request of the Employer, be required to contact the H.R. department on a regular basis thereafter, providing details of their treatment and medical status. Contact must be made during regular business hours. If no one is available to take the call, a message should be left with the HR department providing the appropriate information. A return call, confirming the receipt of the information will be made by the Employer. In addition to the above, the injured or ill employee will, upon request of the Employer, be required to provide the Company with a Functional Abilities Form completed by the treating physician. Any cost associated with obtaining a completed Functional Abilities Form will be borne by the Employer.

14:06 Attendance

Employees whose attendance level falls below the plant norm will be required to provide medical notes that are dated the day of the illness, and have an original signature by 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 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

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.

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. For the purposes of this article only, the following will apply:

- (i) **An** employee who is less than fifteen (15) minutes late for his/her shift, either immediately preceding or following a holiday will be considered to have worked the entire shift and be eligible for the holiday pay.
- (ii) An employee who is late or absent from work the shift either immediately preceding or following a holiday as a result of an act of God i.e. snow storms, car accidents, etc., who provide documentation acceptable to the Company, will be considered to have worked the entire shift and be eligible for the holiday pay.
- (iii) An employee who is fifteen (15) minutes or more late, or is absent from work due to illness will not be entitled to holiday pay for any reason.

Employees who are in receipt of weekly indemnity or W.S.I.B. benefits and as a result have not worked their regularly scheduled shift immediately before a holiday and/or their first full regularly scheduled shift immediately after the holiday will receive holiday pay during their first twelve (12) months of 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. The test date for determining 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. The test date for determining personal day 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.

PERSONAL DAY ENTITLEMENT CHART

SHIFT	All Employees	5+ Yrs	15+ Years
8 hour	4	5	8
12 hour	3	4	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.

19.02(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.

19.02(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.

In the event of a lay-off from work, employees may take one week of vacation time and use it as individual days to reduce the financial hardship of the lay-off once they have used the following number of personal days:

<i>Shift</i>	<i>Eight Hour</i>	<i>Twelve Hour</i>
<i>All Employees</i>	2	1
<i>Five + Years Seniority</i>	3	2
<i>Fifteen + Years Seniority</i>	4	3

For the purposes of this article only, one (1) week of vacation for twelve (12) hour shift employees will be the equivalent of forty-two (42) straight time hours of pay at the employees current pay rate, or three and one half (3.5) days.

Eight (8) hour shift employees will have one (1) week of

vacation be the equivalent of five (5) regular days of work.

Twelve (12) hour shift employees who utilize the one (1) week of vacation on a per day basis when laid-off from work will be paid in the following manner: The first day used will equal twelve (12) hours **of** regular pay, the second day used will equal twelve (12) hours of regular pay, the third day used will equal twelve (12) hours **of** regular pay, and the fourth day used will be equal to six (6) hours **of** pay.

A vacation week that is initially used for single days of pay during lay-offs but has not been fully used, will have the balance of the unused days paid out at the same time any personal days are paid out at the end of the year.

19.04 The following departments will have their own separate vacation schedules:

- Pressroom
- Material Handling
- Bindery
- Mechanical Maintenance
- Electrical Maintenance
- Pre-Press
- Clerical

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 the pressroom and maintenance, 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. One employee from each vacation schedule may be off at the same time.

The maintenance department will have one (1) vacation planner for the electrical group and one (1) for the mechanical group. One employee from each group shall be **off** at a time.

19.09 Departments that 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 In the pressroom, each shift **shall** have its' own vacation schedule. Two pressroom employees per shift may take vacation at the same time, except for the month of November when one person 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 A regular full-time employee who is absent from work as a result of illness or injury and is in receipt of Weekly Indemnity or WSIB benefits shall have the weeks or days they are in receipt of the aforementioned benefits treated as regular earnings for the purposes of calculating the following year's vacation pay. Regular earnings will mean the employees hourly rate in their home occupation at the time of injury including shift premiums and scheduled fourth (4th) days for twelve (12) hour shift employees, but excluding all other overtime or roll-up provisions. This

article will remain in effect for employees who are in receipt of Weekly Indemnity or WSIB benefits for a maximum period of twelve (12) months.

An employee must return to their regular full-time duties for a period of thirty (30) calendar days to re-qualify for this article.

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) scheduled work days, or such fewer days as the employee may be absent, immediately following the date of death.

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 2005 the weekly contribution per employee shall be increased from twenty-seven dollars (\$27.00) to

twenty-nine dollars and fifty cents (\$29.50) and all employees upon entry into the plan shall be required to contribute fourteen dollars (\$14.00) per week; in the first full pay period in 2006 the weekly contribution per employee shall be increased from twenty-nine dollars and fifty cents (\$29.50) to thirty-two dollars (\$32.00), and the employees' contributions from fourteen dollars (\$14.00) to nineteen dollars (\$19.00) per week; in the first full pay period in 2007 the weekly contribution per employee shall be increased from thirty-two dollars (\$32.00) to thirty-four dollars and fifty cents (\$34.50), and the employees' contributions from nineteen dollars (\$19.00) to twenty-four dollars (\$24.00) per week; in the first full pay period in 2008 the weekly contribution per employee shall be increased from thirty-four dollars and fifty cents (\$34.50) to thirty-seven dollars (\$37.00), and the employees' contributions from twenty-four dollars (\$24.00) to twenty-nine (\$29.00) per week; in the first full pay period in 2009 the weekly contribution per employee shall be increased from thirty-seven dollars (\$37.00) to thirty-nine dollars and fifty cents (\$39.50), and the employees' contributions from twenty-nine dollars (\$29.00) to thirty-four (\$34.00) per week; in the first full pay period in 2010 the weekly contribution per employee shall be increased from thirty-nine dollars and fifty cents (\$39.50) to forty-two dollars (\$42.00), and the employees' contributions from thirty-four dollars (\$34.00) to thirty-nine (\$39.00) per week; in the first full pay period in 2011 the weekly contribution per employee shall be increased from forty-two dollars (\$42.00) to forty-four dollars and

fifty cents (\$44.50), and the employees' contributions from thirty-nine (\$39.00) per week to forty-four dollars (\$44.00) 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.

22.01(b) The selection of the pension fund manager, administrator, and the investment funds is the responsibility of the Company.

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:

- Twelve (12) hour shifts: four (4) shifts or less
- 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 employees, as detailed in Article 10.01, who are actively at work are entitled to the benefits contained herein.

23.03 The Company agrees to pay on behalf of eligible 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:

23.03 (a) Life Insurance:

Term

Life Ins.	-	\$22,000
A.D.& D	-	\$18,000

23.03 (b) Weekly Indemnity:

66-2/3% of the employee's basic weekly earnings, to a maximum payment of \$547.00 per week. Payment shall be from the 1st day of accident or hospitalization and 4th day of illness, for a period of twenty-six (26) weeks.

23.03 (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 Sun Life.

ii) Vision Care - Effective January 1, 2006, one hundred and fifty dollars (\$150.00) per 24 month period. Effective January 1, 2008, one hundred and sixty dollars (\$160.00) per 24 month period. Effective January 1, 2010, one hundred and seventy dollars (\$170.00) per 24 month period.

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

(iv) Supplementary Health Care

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

i) Preventive - 80% reimbursement to maximum of \$1,500.00. Effective January 1, 2007, 80% reimbursement to a maximum of \$1,600.00. Effective January 1, 2009, 80% reimbursement to a maximum of \$1,700.00. Effective January 1, 2011, 80% reimbursement to a maximum of \$1,800.00

ii) Restorative - 60% reimbursement to maximum of \$1,500.00. Effective January 1, 2007, 60% reimbursement to a maximum of \$1,600.00. Effective January 1, 2009, 60% reimbursement to a maximum of \$1,700.00. Effective January 1, 2011, 60% reimbursement to a maximum of \$1,800.00.

NOTE: The maximum reimbursements 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 \$1,700.00. Effective January 1, 2007 the lifetime maximum will be

increased to \$1,750.00. Effective January 1, 2009 the lifetime maximum will be increased to \$1,800.00. Effective January 1, 2011 the lifetime maximum **will** be increased to \$1,850.00.

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

23.03(f)

- i) Employees will assume 10% **of** the cost of the premium increase **of** all group benefits from 2004 to 2005.
- ii) Employees will assume 10% of the cost of the premium increase from 2005 to 2006.
- iii) Employees will assume 20% of the cost **of** the premium increase for all group benefits from 2006 to 2007.
- iv) Employees will assume 20% of the cost of the premium increases for all group benefits from 2007 to 2008.
- v) Employees will assume 30% of the cost of the premium increases for all group benefits from 2008 to 2009.
- vi) Employees will assume 30% of the cost of the premium increases for all group benefits from 2009 to 2010.
- vii) Employees will assume 30% of the cost of the premium increases for all group benefits from 2010 to 2011.

It is understood that at no time will the employees' share of the premium payment exceed 20% **of** the total premium cost.

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 policy of positive enrolment.

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.

Employees named in the Memorandum of Settlement dated December 13, 1996, will be paid under the "Grandfathered" rates shown in Appendix "B", 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 paragraph 2 of the attached Letter of Agreement
- iii) the employee works overtime in a classification other than his own

24.02 Effective January 1, 2005 all employees will receive an increase of twenty five cents (\$0.25) to their rate. Effective January 1, 2006 all employees will receive a general increase of 2.25%. Effective January 1, 2007 all employees will receive a general increase of 2.25%. Effective January 1, 2008 all employees will receive a general increase of 2.50%. Effective January 1, 2009 all employees will receive an increase of fifty-five cents (\$0.55) to their rate. Effective January 1, 2010 all employees will receive a general increase of 2.75% to their rate. Effective January 1, 2011 all employees will receive a general increase of 3% to their rate.

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, 2005 and shall remain in force and effect and shall not be re-openable save and except as otherwise herein expressly provided until the thirty-first (31st) day of December, 2011, 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 2011 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 , 2005

**COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION OF CANADA
AND ITS' LOCAL 425-G,
NIAGARA PENINSULA**

ACG CANADA

LETTER OF AGREEMENT

Between

ACG CANADA

And

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA, LOCAL 425-G**

Employees who are named in the December 13, 1996 Memorandum of Settlement **will** have their rate of pay Grandfathered. Employees named in this document will receive all general increases. The rates of pay for the grandfathered positions are published in Appendix "B" of this Agreement.

Employees named in the Memorandum **of** Settlement who, as a result **of a** lay-off, are required to exercise their bumping rights will receive the grandfathered rate of pay where applicable.

Only employees who are receiving a grandfathered rate of pay will be entitled to overtime pay at the grandfathered rate.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 2005

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 42G, NIAGARA PENINSULA**

ACG CANADA

APPENDIX "A"WAGE RATESPRESS WAGE STRUCTUREProgression

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Deliveryperson:							
Start	13.58	13.89	14.20	14.56	15.11	15.53	16.00
13 Weeks	14.11	14.43	14.75	15.12	15.67	16.10	16.58
39 Weeks	14.55	14.83	15.16	15.54	16.09	16.53	17.03
52 Weeks	14.89	15.23	15.57	15.96	16.51	16.96	17.47
Roll Tender	19.95	20.40	20.86	21.38	21.93	22.53	23.21
2nd Pressperson	22.32	22.82	23.33	23.91	24.46	25.13	25.88
1st Pressperson	25.23	25.80	26.38	27.04	27.59	28.35	29.20

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 \$.55/hr. will be added to the above rates when working night shift.

APPENDIX "A" - Continued - Page 2**PRE-PRESS WAGE STRUCTURE**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Start	16.45	16.82	17.20	17.63	18.18	18.68	19.24
13 Weeks	17.43	17.82	18.22	18.68	19.23	19.73	20.32
39 Weeks	18.39	18.80	19.22	19.70	20.25	20.81	21.43
52 Weeks	19.70	20.14	20.59	21.10	21.65	22.25	22.92
65 Weeks	20.94	21.41	21.89	22.44	22.99	23.62	24.33
Lead Person	23.56	24.09	24.63	25.18	25.73	26.44	27.23

A trainee will progress to a higher rate pending favourable evaluation by their Lead Person, Pre-press 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 \$.55/hr. will be added to the above rates when working night shift.

APPENDIX "A" - Continued - Page 3**MATERIAL HANDLING WAGE STRUCTURE**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Start	14.51	14.84	15.17	15.55	16.10	16.54	17.04
13 Weeks	15.48	15.83	16.19	16.59	17.14	17.61	18.14
39 Weeks	16.79	17.17	17.56	18.00	18.55	19.06	19.63
52 Weeks	18.36	18.77	19.19	19.67	20.22	20.78	21.40
Shipping/ Courier Clerk	19.48	19.92	20.37	20.88	21.43	22.02	22.68

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** \$.55/hr. will be added to the above rates when working night shift.

APPENDIX "A" - Continued - Page 4**MAINTENANCE DEPARTMENT
WAGE STRUCTURE****ELECTRICAL AND MECHANICAL**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Start	17.02	17.40	17.79	18.23	18.78	19.30	19.88
52 Weeks	18.99	19.42	19.86	20.36	20.91	21.49	22.13
104 Weeks	20.59	21.05	21.52	22.06	22.61	23.23	23.93
156 Weeks	21.56	22.05	22.55	23.11	23.66	24.31	25.04
208 Weeks	22.59	23.10	23.62	24.21	24.76	25.44	26.20
260 Weeks	23.57	24.10	24.64	25.26	25.81	26.52	27.32
Lead Person	24.57	25.12	25.69	26.33	26.88	27.62	28.45
Plumber	23.07	23.59	24.12	24.72	25.27	25.96	26.74

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.

BUILDING MAINTENANCE

Housekeeper	14.67	15.00	15.34	15.72	16.27	16.72	17.22
Bldg Mntnce Lead	16.21	16.57	16.94	17.36	17.91	18.40	18.95
Facility Maintainer	17.31	17.70	18.10	18.55	19.10	19.63	20.22

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 \$.55/hr. will be added to the above rates when working night shift.

APPENDIX "A" - Continued - Page 5

BINDERY WAGE SCHEDULE

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Start	12.99	13.28	13.58	13.92	14.47	14.87	15.32
13 Weeks	13.55	13.85	14.16	14.51	15.06	15.47	15.93
39 Weeks	14.10	14.42	14.74	15.11	15.66	16.09	16.57
52 Weeks	14.67	15.00	15.34	15.72	16.27	16.72	17.22
Bindery PIC	21.79	22.28	22.78	23.35	23.90	24.56	25.30
Co-Coordinator	18.36	18.77	19.19	19.67	20.22	20.78	21.40
Lead Person	15.21	15.55	15.90	16.30	16.85	17.31	17.83

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 \$.55/hr. will be added to the above rates when working night shift.

APPENDIX "A" - Continued - Page 6**CLERICAL WAGE STRUCTURE**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>JOB GRADE 111</u>							
Operations Reporting Start	15.68	16.03	16.39	16.80	17.35	17.83	18.36
13 Weeks	16.30	16.67	17.05	17.48	18.03	18.53	19.09
<u>JOB GRADE 1</u>							
Paper Clerk CSR Clerk/Samples Start	15.49	15.84	16.20	16.61	17.16	17.63	18.16
13 Weeks	16.15	16.51	16.88	17.30	17.85	18.34	18.89

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

Appendix "B"GRANDFATHERED CLASSIFICATIONS
WAGE STRUCTURE

<u>CLASSIFICATION</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Deliveryperson	16.74	17.12	17.51	17.95	18.50	19.01	19.58
Bindery Operator	16.15	16.51	16.88	17.30	17.85	18.34	18.89
Bindery Lead	16.30	16.67	17.05	17.48	18.03	18.53	19.09
Housekeeper	15.74	16.09	16.45	16.86	17.41	17.89	18.43
<i>Bldg. Maint.</i> Lead	17.36	17.75	18.15	18.60	19.15	19.68	20.27

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.

MEMORANDUM OF SETTLEMENT

LETTER OF UNDERSTANDING

Between

ACG CANADA

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

OF CANADA, LOCAL 425-G

RE: INCOME INFLATION PROTECTION

The purpose of this Letter of Agreement is to ensure that if the Consumer Price Index (CPI) exceeds the negotiated wage increases during certain specified years by certain specified amounts designated affected employees shall receive monetary recognition.

A The Consumer Price Index (CPI) published by Statistics Canada for December 2010 shall be compared with the CPI published for 2009. If the December 2010 CPI exceeds the December 2009 CPI by in excess of one percent (1%) of the negotiated general increase, the Company shall increase the base rates in the Collective Agreement by one-half of one percent (0.5%) effective the first pay possible in 2010. For each additional increase in the 2010 CPI over the 2009 CPI of greater than one percent (1%), the Company shall increase the base rates in the Collective Agreement by one-half of one percent (0.50%) to a maximum increase of two

percent (2%) greater than the general increase.

B The Consumer Price Index (CPI) published by Statistics Canada for 2011 shall be compared with the CPI published for 2010. If the December 2011 CPI exceeds the December 2010 CPI by in excess of one percent (1%) of the negotiated general increase, the Company shall increase the base rates in the Collective Agreement by one-half percent (0.50%) effective the first pay period possible in 2011. For each additional increase in the 2011 CPI over the 2010 CPPI of greater than one percent (1%), the Company shall increase the base rates in the Collective Agreement by one-half percent (0.50%) to a maximum increase of two percent (2%) greater than the general increase.

This Letter of Understanding expires on December 31, 2011.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 2005

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

ACG CANADA

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physician **of** the availability of modified work at the plant. The injured **employee will** return a completed Functional abilities form to their supervisor or the supervisor on duty upon their return from the treating physician.

14.05(a) Employees absent from work due to illness or injury for more than seven (7) calendar days will, upon request of the Employer, be required to contact the H.R. department on a regular basis thereafter, providing details of their treatment and medical status. Contact must be made during regular business hours. If no one is available to take the call, a message should be left with the HR department providing the appropriate information. **A** return call, confirming the receipt of the information will be made by the Employer. In addition to the above, the injured or ill employee will, upon request **of** the Employer, be required to provide the Company with a Functional Abilities Form completed by the treating physician. Any cost associated with obtaining a completed Functional Abilities Form will be borne by the Employer.

14:06 **Attendance**

Employees whose attendance level falls below the plant norm will be required to provide medical notes that are dated the day of the illness, and have an original signature **by** the treating physician.

ARTICLE XV - TEMPORARY TRANSFERS

15.01 **An** employee who is temporarily transferred to a different

vacation be the equivalent of five (5) regular days of work.

Twelve (12) hour shift employees who utilize the one (1) week of vacation on a per day basis when laid-off from work will be paid in the following manner: The first day used will equal twelve (12) hours of regular pay, the second day used will equal twelve (12) hours **of** regular pay, the third day used will equal twelve (12) hours **of** regular pay, and the fourth day used will be equal to six (6) hours **of** pay.

A vacation week that is initially used for single days Of pay during lay-offs but has not been fully used, will have the balance of the unused days paid out at the same time any personal days are paid out at the end of the year.

19.04 The following departments will have their own separate vacation schedules:

- Pressroom
- Material Handling
- Bindery
- Mechanical Maintenance
- Electrical Maintenance
- Pre-Press
- Clerical

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