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# **COLLECTIVE AGREEMENT**

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B E T W E E N:

**PCL PACKAGING CORPORATION**

(hereinafter referred to as "the Employer")

**of the First Part**

- and.

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION,  
AND ITS LOCAL 593**

(hereinafter referred to as "the Union")

**of the Second Part**

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**TERM OF AGREEMENT**

**January 1, 2003**

**to**

**December 31, 2005**

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### **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

### **ARTICLE 2 - SCOPE & RECOGNITION**

- 2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certification issued by the Ontario Labour Relations Board on the 10<sup>th</sup> day of March, 1980, that is, all employees of PCL Packaging at Oakville, Ontario, save and except supervisors, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the content so applies.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and acknowledges that the management of its operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the forgoing the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations (which will be reasonable and uniformly administered) policies and practices to be observed by its employees, discipline or discharge employees who have acquired seniority for just cause. The Employer will advise the Union prior to making or altering a rule or regulation, policy or practice to be observed by its employees;

- b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees at age 65, select employees for positions excluded from the bargaining unit;
  - c) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity of standards, the establishment of work or job assignments, the qualifications of an employee to perform any particular job; use improved methods, machinery and equipment; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times; the determination of financial policies, including general accounting procedures and customer relations;
  - d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
- 3.02 Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 3.03 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.
- 3.04 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union.
- 4.02 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer
- 4.03 Every employee who **is** now or hereinafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereinafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union **as** a condition of his/her employment, provided that an employee in the appropriate bargaining unit who **is** not required to maintain their

membership or apply for and maintain their membership in the Union shall, as a condition of his/her employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- 4.04 The Employer shall on a monthly basis, deduct from the wages due to all employees, including probationary employees, and pay to the Union the amounts of uniform dues, initiation fees and/or assessments as designated by the Financial Secretary of the Union. Such deductions shall be made from the first pay in each month and shall be forwarded to the Secretary Treasurer of the Union or other properly designated official within ten (10) days after the date the deduction is made. The Employer shall furnish to the Union, with such payments a list of the names of those employees for and on behalf of whom deductions have been made, their classifications, as well as additions to and deletions from the bargaining unit.

#### **ARTICLE 5 - NO STRIKES OR LOCK-OUTS**

- 5.01 There shall be no lock-outs by the Employer or strikes by the employees during the life of the Agreement.
- 5.02 The terms "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*.

#### **ARTICLE 6 - REPRESENTATION**

- 6.01 One steward and one alternate steward shall be elected or appointed in accordance with the following schedule for a total of eleven (11) stewards and eight (8) alternates. The Employer will recognize as stewards employees who have completed their probationary period under this Agreement. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified. An alternate steward may only act in the absence of the steward.
- 6.02 A steward may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.
- 6.03 The Employer will recognize a Grievance Committee consisting of not more than three (3) employees of the Employer for the purpose of Step 3 of the Grievance Procedure. Such employees shall have completed their probationary period under this Agreement and be either stewards or officers of the Union.



- 6.04 There will be a Union-Management Committee consisting of not more than five (5) employees of the Employer, one from each Department, who have completed their probationary period under this Agreement and representatives of the Employer. The Committee shall meet from time to time, as mutually agreed, to discuss matters of mutual interest. A Committee meeting shall be held at least once (1) every two months.
- 6.05 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Negotiating Committee consisting of not more than three (3) employees of the Employer. The Employer will recognize as members of the Negotiating Committee employees who have completed their probationary period under this Agreement. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer shall not be required to recognize any Committee member until it has been so notified.
- 6.06 No stewards or committee member shall leave their work to investigate or process any grievance or to meet with the Employer without prior consent of their supervisor or foreman, no steward may enter any department other than their own without first obtaining the consent of the supervisor or foreman of the department. Consent shall not be unreasonably withheld. It is understood that stewards and committee members will not absent themselves from their regular duties unreasonably. No member of the Negotiating Committee shall leave their work to participate in negotiations with the Employer without the prior consent of the Plant Manager, or his/her designate. Consent shall not be unreasonably withheld. Bargaining committee members will be given time off work without pay for negotiations.
- 6.07 The Union may have the assistance of a representative of the National Union at any meeting with the Employer held pursuant to the provisions of this Agreement.
- 6.08 Employees will be permitted to place calls, using the plant public telephone, to a Union Committee member or Steward at his/her home when a serious problem arises during working hours and there is no Union representative present, except where there has occurred serious insubordination or an assault or fighting or where an employee or employees in question appear intoxicated or under the influence of drugs.

#### **ARTICLE 7 - NO DISCRIMINATION**

- 7.01 There shall be no discrimination by the Employer or the Union or any employee against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, disability, sexual orientation, record of offences or same sex partnership status as these terms are defined in the Human Rights Code.

## ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss their complaint with his/her immediate supervisor. Such a complaint shall be brought to the attention of the immediate supervisor within ten (10) working days of the incident giving rise to the complaint. The immediate supervisor shall state his/her decision verbally within five (5) working days of receiving the complaint. When computing "working days" for the purpose of this Article, days of rest shall not be included.

### **STEP 1**

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint he/she may, with the assistance of his/her steward, refer such a matter, on a written grievance form supplied by the Union, to his/her immediate supervisor no later than five (5) working days from the date of the verbal reply from his/her immediate supervisor. The complaint shall constitute a formal grievance at Step 1. The immediate supervisor shall answer the grievance in writing within three (3) working days. The grievance shall contain a brief statement of the nature of the grievance, indicate the relief sought and be signed by the employee or the employees involved.

### **STEP 2**

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Plant Manager who shall answer the grievance in writing within five (5) working days. The grievance must be filed with the Plant Manager within five (5) working days of the receipt of the immediate supervisor's reply at Step 1. Should a meeting be required at Step 2 the Union steward shall be in attendance.

### **STEP 3**

If no settlement is reached at Step 2, the Grievance Committee and representatives of management shall meet within five (5) working days of receipt of the reply of the Plant Manager to discuss the grievance. If the grievance is not settled within five (5) working days, it may be referred to arbitration as hereinafter provided.

- 8.03 A Union Policy grievance or an Employer grievance may be initiated beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.
- 8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedures may be extended by mutual agreement in writing between the Employer and the Union. No grievance may be submitted concerning the termination of employment of a probationary employee.
- 8.05 Any grievance arising out of a temporary layoff shall commence as a Step 1 grievance unless the Company advises that the layoff is permanent, at which time the layoff may be treated as a termination and proceed immediately to Step 3.

#### **ARTICLE 9 - DISCHARGE & SUSPENSION CASES**

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to interview his/her steward before leaving the Employer's premises, unless in the circumstances it is necessary to require the employee to leave the plant immediately.
- 9.02 An employee who is discharged or suspended may file a grievance at Step 3 of the Grievance Procedure within five (5) working days after such discharge or suspension.
- 9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling, subject to this Article and Article 10:
- a) confirming the Employer's action;
  - b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
  - c) disposing of the grievance in any other manner which may be just and equitable.

- 9.04 Any written disciplinary action issued to an employee shall be issued no later than the sixth (6<sup>th</sup>) working day of the employee following the date of the offence or the date when the offence became known to the Employer. The Union shall receive from the Employer a copy of all written disciplinary actions issued to employees. Such copies shall be delivered to the Union within seven (7) calendar days of the date of issue.
- 9.05 A steward will be present at any meeting between an employee and the Employer involving a recorded verbal warning, written warning, suspension or discharge of the employee or where there is more than one management representative, unless the employee indicates prior to the meeting that he/she does not wish a steward to be present. The absence of a steward shall not invalidate any action taken pursuant to this Article.

#### **ARTICLE 10 - ARBITRATION**

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) calendar days of the reply under Step 3.
- 10.02 In the event of a failure to agree, after seven (7) calendar days, either party can request the appointment of an arbitrator by the Office of Arbitration for the Province of Ontario. The Arbitrator will hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon the Company and any employee affected by it.
- 10.03 It is expressly understood that the Arbitrator shall not have jurisdiction to award interest on any monies payable by virtue of his/her award.
- 10.04 Each of the parties hereto will jointly share the expenses of the Arbitrator, if any.
- 10.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

## ARTICLE 11 - SENIORITY

- 11.01 Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority under the following conditions:
- a) while he/she is actively at work for the Employer after he/she has completed his/her probationary period as set out in Article 11.02;
  - b) during any period when he/she is prevented from performing his/her work for the Employer by reasons of injury arising out of and in the course of their employment for the Employer and for which they are receiving compensation under the provisions of the *Workplace Safety and Insurance Act*, subject to Article 11.04;
  - c) during any layoff and during any period of absence due to illness, or written leave of absence, subject to Article 11.04.
- 11.02 Newly hired employees shall serve a probationary period of **six** hundred (600) hours actually worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have their seniority dated back to date **of** hire. During the probationary period **an** employee shall be considered as being employed on a trial basis and may be discharged **at** the discretion of the Employer. The discharge of **a** probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement, unless the employee can demonstrate that the Company's decision was made in bad faith.
- 11.03 Seniority lists will be supplied to the Union and posted on the bulletin boards quarterly on January 1", April 1", July 1" and October 1" of each year of this Agreement.
- 11.04 Seniority once established for an employee shall be forfeited and employee's employment be deemed to be *terminated* under the following conditions:
- a) if he/she voluntarily quits;
  - b) if he/she retires;
  - c) if he/she is discharged for just cause and not reinstated through the Grievance Procedure;
  - d) if he/she fails to report for duty after a layoff or leave of absence in accordance with the provisions of the Agreement;
  - e) if twelve (12) months have elapsed from the day of layoff;

- f) if he/she is absent from work for three (3) scheduled working days without notifying the Employer, and providing a documented acceptable reason for such absence;
  - g) if he/she is absent from work for more than twelve (12) months due to accident or illness.
- 11.05 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority for six (6) months after promotion. If transferred back into the bargaining unit within the first four (4) months, they will return to their original position. If employees return within the last two (2) months, it will be to a position over which they may exercise their seniority rights, provided they have the skill and ability to perform the work.

#### **ARTICLE 12 - BULLETIN BOARDS**

- 12.01 The Union shall have the use of two (2) bulletin boards in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted.

#### **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 The Company may, at its discretion, grant a leave of absence without pay or benefits to employees for personal reasons satisfactory to the Company, provided that such leave does not interfere with the Company's operations and provided that any request for leave of absence is made in writing at least two (2) calendar weeks prior to the start of such leave, where possible, and the reason for the leave of absence is stated in detail. An employee who fails to return to work at the expiry of the leave of absence shall be considered to have voluntarily quit. The Company shall not unreasonably deny such request.
- 13.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave absence granted, the purpose of the leave and the terms, if any, on which it was granted.
- 13.03 The Employer shall grant a leave of absence of not more than ten (10) calendar days without pay to not more than three (3) employees at any time to attend a Union conference, convention or other function. Such leave of absence must be requested by the Union by notice in writing at least five (5) working days prior to the date of the employees expected absence from work. The extent to which such leaves of absence will be granted in any one year or at any one time will be determined by the Employer

based upon the requirements of operation. Such requests will not be unreasonably denied.

- 13.04 An extended leave of absence, without pay and with accumulation of seniority, shall be granted by the Employer to one (1) employee designated by the Union to conduct Union business on a full-time basis for the Union. Such leave may be for a maximum of one (1) year unless extended by mutual agreement for a further one (1) year period.
- 13.05 The Employer will grant maternity/parental leave in accordance with the *Employment Standards Act*.

#### **ARTICLE 14 - LAYOFF & RECALL PROCEDURES**

- 14.01 a) If a layoff is anticipated, the Employer will meet with the Union to discuss if the circumstances of this are practicable.
- b) A reduction in the number of employees in a job classification due to lack of work will be deemed to be a layoff for the purpose of this Article.
- 14.02 Employees shall be laid off in the inverse order of seniority provided that the remaining employees have the **skill**, ability and qualifications to perform the normal required work, in accordance with the Flow Chart set forth in Schedule "D" to this Agreement.
- 14.03 Articles 14.01 and 14.02 shall not apply in cases of layoffs of three (3) calendar days or less.
- 14.04 Employees shall be recalled from layoff in order of seniority provided they have the skill, ability and qualifications to perform the normal required work available, in accordance with the Flow Chart set forth in Schedule "D" to this Agreement.
- 14.05 When recalling an employee after layoff he/she shall be notified by registered mail or by telegram and allowed seven (7) calendar days to report for work and in the meantime if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the seven (7) day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Human Resources Manager within two (2) working days of the notice of return to work if he/she wishes the Employer to hold the job open for him/her for the full seven (7) day period. It shall be the employee's responsibility to keep the Employer notified as to any change in address or telephone number so that they will be up to date at all times. Special considerations may be given to employees

who leave the country during an extended layoff, provided that the employee has notified the Employer in advance of his/her intended absence. Special considerations shall not be unreasonably withheld.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

- 15.01 The Employer shall pay an employee up to three (3) days' pay at the employee's straight-time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, mother, father, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son or daughter. The Employer shall pay an employee up to one day's pay at the employee's straight-time hourly rate in the event of the death of the employee's sister-in-law, brother-in-law, son-in-law or daughter-in-law. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. **If** requested, the employee will provide proof of death to the Employer.
- 15.02 Probationary employees shall not be entitled to payment pursuant to this Article.

#### **ARTICLE 16 - JURY DUTY**

- 16.01 When an employee is summoned to and reports for jury duty, or is called and reports as a crown witness, they shall be paid the difference between the daily amounts received for such jury duty or crown witness service, and their basic straight-time pay provided such day or days were regularly scheduled days of work, provided he/she advises his/her supervisor as soon as he/she receives the jury duty notification or court summons and provided he/she returns to work if excused from duty during regular working hours, if released during the first half of their shift.

#### **ARTICLE 17 - HEALTH & SAFETY**

- 17.01 The Employer will make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer shall provide safety apparel, except footwear, that it requires employees to wear to protect them from injury. The Employer will continue to provide safety glasses to employees in accordance with current Company practice.
- 17.02 There shall be established a joint Health and Safety Committee consisting of four (4) members and one (1) Certified Member/Co-Chair appointed by the Union, plus representatives of the Employer. The functions, powers, and terms of reference of the



Joint Health and Safety Committee shall be **as** outlined in the *Occupational Health and Safety Act*, as amended from time to time. Meetings will be held monthly, Minutes of each meeting shall be maintained and distributed to all members of the Committee and copies shall be posted in the plant. Committee members shall be notified of the time of all such meetings and remunerated in accordance with the provisions of the Agreement or any applicable legislation.

- 17.03 The Employer shall contribute one hundred dollars (\$100.00) per employee in the calendar year towards the cost of one pair of safety shoes for each employee who has completed his/her probationary period. Press and maintenance employees can receive **up** to two (2) pairs per year on an "as needed" basis.

[Effective January 1, 2004, delete current Article 17.03 and replace with the following:

"The Employer shall contribute up to one-hundred fifty dollars (\$150.00) per employee in the calendar year towards the cost of safety shoe(s), provided the employee has completed his or her probationary period. Press and maintenance employees can receive up to two-hundred fifty dollars (\$250.00) per calendar year."

Effective January 1, 2005, delete current Article 17.03 and replace with the following:

"The Employer shall contribute **up** to two-hundred dollars (\$200.00) per employee in the calendar year towards the cost of safety shoe(s), provided the employee has completed his or her probationary period. Press and maintenance employees can receive up to three-hundred dollars (\$300.00) per calendar year."

- 17.04 The Employer may require employees to submit to medical examinations by a qualified medical practitioner authorized to practice medicine in the Province of Ontario at the Employer's expense and at **no loss** of regular straight-time pay to the employee. In the event that the results of such a medical examination indicate that the employee suffers from a condition which affects his/her ability to perform his/her normal job functions or may affect other employees, the medical report of the examining physician will be provided to the employee.

#### **ARTICLE 18 - HOURS OF WORK & OVERTIME**

- 18.01 **A** workday shall be defined as a 24 hour period commencing with the start of an employee's regular scheduled shift.

- 18.02 The regular work week shall consist of 84 hours worked over a two (2) week period. Seven (7) shifts of twelve (12) hours in each two (2) week period or 37½ or 40 hours worked in a five (5) day operation, to be scheduled at the discretion of the Employer,
- 18.03 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.
- 18.04 a) Where overtime is on a voluntary basis, the rate of pay will be one and one-half times the rate of the job being performed. Where the overtime is required by the Employer, the rate of pay will be one and one-half times the employee's regular rate of pay. In order to receive overtime pay, an employee must work at least the normal work hours which is 84/80/75 hours; in the two (2) week period. Employees shall receive overtime pay at a rate of time and one-half for all hours worked in excess of their regular work schedule in the two (2) week period.
- b) Overtime will be paid in situations where an employee has worked overtime hours in good faith but had been prevented, by circumstances beyond his/her control, from completing his/her normal scheduled work week. These circumstances must be documented and acceptable to the Company. Examples of acceptable reasons would be a doctor's note advising he/she was unfit for duty or being involved in a car accident, or being admitted to hospital.
- 18.05 The Employer will post schedules on the Thursday preceding the effective date of the schedule. The Employer will not change posted schedules for the purpose of avoiding the payment of overtime. Where the Employer finds it **necessary** to change scheduled shifts hours, they will make every effort to provide at least three (3) days notice of such change. If such notice is not possible, the first shift of the changed schedule shall be paid at time and one-half the regular. Premiums may not be paid under more than one clause of this Agreement. When changes are requested by the employees, no premiums will apply.
- 18.06 a) Employees scheduled to work regular eight (8) hour shifts will be paid shift premium of forty-five cents (0.456) per hour and fifty-five cents (0.55¢) per hour respectively for all work performed on the employee's regularly scheduled afternoon and midnight shifts.
- b) Employees scheduled to work the continental night shift (between the hours of 8:00 p.m. and 8:00 a.m.) will be paid a continental night shift premium of sixty-one cents (0.61¢) per hour for all work performed on the employee's regular scheduled continental night shift.
- c) This premium shall be paid only for actual hours worked and no overtime or premium shall be calculated thereon.

- 18.07 a) The Saturday premium shall be one dollar (\$1.00) per hour for all hours worked on Saturday by employees on the regular scheduled continental shift.
- b) There shall be a Sunday premium in the amount of one dollar and fifty cents (\$1.50) per hour for all hours worked on Sunday by employees in the regularly scheduled continental shift.

18.08 a) Shift Hours, Lunch and Rest Periods

- i) Continuous operations will operate on the basis of two twelve hour shifts. The shifts start and stop at 8:00 a.m. and 8:00 p.m.
- ii) Any department scheduled to operate Monday to Friday, 24 hours per day have shifts that run from:

7:00 a.m.	until	3:00 p.m.
3:00 p.m.	until	11:00 p.m.
11:00 p.m.	until	7:00 a.m.

The above schedule of hours shall apply except in cases where, due to special circumstances, different work periods may be required on a regular continuous basis in which case, the Employer will thoroughly discuss the special circumstances with the Union before establishing revised starting and stopping time and before the change is instituted.

b) Regular Eight Hour Shifts

There shall be a thirty (30) minute unpaid lunch period and two (2) paid **fifteen (15)** minute rest periods. Lunch and rest periods will be scheduled by the manager.

c) Regular Twelve Hour Shifts

There shall be four (4) paid rest periods per twelve hour shift of **20, 30, 20,** and 20 minutes. All breaks will be scheduled by the lead hand or manager.

- 18.09 a) Overtime shall be on a voluntary basis. If the Employer is unable to enlist a sufficient number of qualified volunteers, the Employer reserves the right to schedule qualified employees to work overtime in reverse order of seniority.

- b) The Employer will distribute overtime as evenly as practical among the employees who normally perform the required work by department. An employee who refuses an overtime assignment will be deemed to have worked for the purpose of equalization.

- 18.10 Shift exchanges between employees will be limited to three (3) exchanges in any one pay period and provided that the supervisors of both shifts have given approvals in writing. All requests for shift exchanges should be made in writing at least one (1) week prior to the first proposed exchange of shift.
- 18.11 Should an employee be required to perform overtime work in excess of two (2) hours in conjunction with their regular shift and is not notified of such overtime prior to the day on which the overtime is worked, they shall be provided with a meal allowance of five dollars (\$5.00).
- 18.12 The Employer will give twenty-four (24) hours notice of any change in an employee's schedule. If less than twenty-four (24) hours notice is given, the employees affected by the change will be paid one and one-half times their straight-time hourly rate for all hours worked on the first work day of such changed schedules.
- 18.13 Employees who attend Joint Health and Safety Committee meetings and scheduled information meetings, shall be paid at time and one-half their regular straight-time rate if the meeting time extends their hours past their normal work week. Persons attending outside training sessions will receive straight hourly time at the rate of eight (8) hours per day with applicable mileage and per diem or any other arrangements as may be mutually agreed upon.

#### **ARTICLE 19 - CALL-IN PAY**

- 19.01 An employee who is called in and reports for work outside his/her regularly scheduled hours of work will be paid at time and one-half or a minimum of four (4) hours pay at their straight-time hourly rate, whichever is greater. This clause shall not apply to an employee who is called in early to perform work which continues into his/her regularly scheduled starting time.
- 19.02 **Stand-off Allowance**
- a) Stand-off commences at the end of a call-in and will apply when the call-in period overlaps into the hours between 12:01 a.m. and 5:30 a.m. Stand-off will be six (6) hours for call-ins lasting up to two hours and forty minutes and eight (8) hours for call-ins lasting over two hours and forty minutes, without loss of wages for the hours that the stand-off extends into the regular scheduled shift.
  - b) Stand-off shall apply on weekends and holidays but shall be computed at the straight-time hourly rate. In order to qualify for stand-off pay, an employee must have been scheduled to work the hours for which stand-off is paid and must work the remaining scheduled hours beyond the stand-off period.

19.03 Stand-by Pay

An employee, when required to stand-by for call-ins during his/her off hours, will receive stand-by pay of four (4) hours at his/her straight-time hourly rate, for each one week period. Employees on stand-by duty are expected to carry the pager and be at the plant within a reasonable time when called. Substitutions must be requested on a change of shift request form, and must be approved by the manager in advance.

**ARTICLE 20 - REPORTING PAY**

- 20.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at their straight-time hourly rate, or if no work at all is available, shall receive four (4) hours' pay at their straight-time hourly rate.
- 20.02 The provisions of this paragraph shall not apply in the event of strikes, power, water, or air failure or any other conditions beyond the control of the Employer which prevent the Employer from providing work, or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided their current address and telephone number to the Employer.

**ARTICLE 21 - TEMPORARY TRANSFERS**

- 21.01 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred, the employee shall receive their regular rate of pay during such temporary transfer.
- 21.02 If the rate of pay for the job to which he/she is transferred is higher than the employee's regular rate of pay for the job from which he/she has been transferred, the employee shall receive the higher rate of pay for the job to which he/she has been transferred, provided the temporary transfer is for at least four (4) hours in a shift.

**ARTICLE 22 - PAID HOLIDAYS**

- 22.01 The following shall be recognized as holidays to be paid for on the basis of twelve (12) times the employee's straight-time hourly rate in the case of employees on a twelve (12) hour shift. In the event of a plant shutdown on a holiday, an employee on

a twelve (12) hour shift who was otherwise scheduled to work on the day of such holiday will be paid for the holiday on the basis of twelve (12) times the employee's straight hourly rate, instead of the forgoing. Other employee's shall receive eight (8) hours pay.

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

- 22.02 An employee will be paid for the holiday provided he/she:
- a) works his/her last scheduled shift before and first scheduled shift after such holiday and works on such holiday if he/she is scheduled to work unless excused by the Employer; and
  - b) is not on leave of absence or layoff for more than fourteen (14) days, sick leave of more than eight (8) days, or Workers' Compensation.
- 22.03 Probationary employees shall receive only the statutory holidays prescribed by the *Employment Standards Act, 2000* and in accordance with the provisions of the *Employment Standards Act, 2000*.
- 22.04 If an employee works on any of the said holidays he/she shall be paid for all hours worked on the holiday at one and one-half times his/her straight-time hourly rate in addition to his/her holiday pay as herein provided.
- 22.05 If any of the above holidays fall or are observed during an employee's vacation, he/she shall be entitled to eight (8) hours pay at his/her straight-time hourly rate or an extra day of vacation for each such holiday that occurs during the vacation.

### ARTICLE 23 – VACATIONS

- 23.01 An employee who on the 31<sup>st</sup> day of May in each year has:
- a) one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks vacation per year with pay equal to 4% of the amount of employee's total wages in the previous year.

- b) five (5) years or more of continuous service but **less** than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation per year with pay equal to 6% of the amount of the employee's total wages in the previous year;
- c) ten (10) years or more of continuous service with the Employer shall receive four (4) weeks vacation per year with pay equal to 8% of the amount of the employee's total wages in the previous year;
- d) twenty (20) years or more of continuous service with the Employer shall receive five (5) weeks vacation per year with pay equal to 10% of the amount of the employee's total wages in the previous year.

23.02 The term "total wages" does not include the previous year's vacation pay.

23.03 The Employer will grant up to two (2) weeks of vacation during the period May 1<sup>st</sup> to September 1<sup>st</sup>, and up to three (3) weeks consecutively during the remainder of the vacation year. The employee's third or fourth weeks of vacation shall be taken at a time mutually agreed upon between the Employer and the employee. Vacation periods shall be scheduled by January 31<sup>st</sup>. Prior to January 31<sup>st</sup>, vacations shall be scheduled giving preference to seniority. Requests for extended vacation beyond two (2) weeks during the May to September peak period may be granted at the discretion of the Employer provided the request is made to the Employer in writing by January 2<sup>nd</sup>, of the year in which the vacation is intended to be taken. The Employer shall respond to the request in writing no later than February 15<sup>th</sup> and such request shall not be unreasonably denied.

23.04 The vacation year for purposes of accumulating vacation time will be January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation time earned must be taken by December 31<sup>st</sup> of the following year in which it is earned, (example: vacation earned in 1993 must be taken by December 31<sup>st</sup>, 1994). For any vacations not taken by December 15<sup>th</sup>, monies will be paid out in lieu in the last pay in December of that year.

#### **ARTICLE 24 - JOB POSTING**

24.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification, the Employer will post a notice of the vacancy for a period of seven (7) working days (excluding Saturday and Sunday) on plant bulletin boards and will attempt to inform employees who may be off work (vacation, sick, WI or WSIB). The notice will specify the nature of the job, the shift, qualifications required and rate of pay. An employee who wishes to be considered for the position so posted shall signify his/her desire by making formal

application on forms supplied by the Employer in accordance with the provisions of the posting.

- 24.02** In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the skill, ability and qualifications of the individuals to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of posting or if no suitable applications are received, the Employer reserves the right to hire. The Employer will post, within ten (10) calendar days of the closing date, the name of the successful applicant. In the event that the Employer selects an applicant other than the most senior applicant, the Employer will, if requested, meet with the plant chairman and outline the reasons for its selection.
- 24.03** Should the successful applicant for such vacancy be unsatisfactory, or should the employee request to be returned to their former job, at any time during this first thirty (30) working days on the job, he/she shall be returned to his/her former job and the vacancy may be filled without further posting after the Employer has reviewed the original list of applicants.
- 24.04** Any employee who has successfully bid for a permanent position under this Article shall not be entitled to bid on a posted job in another department for twelve (12) months from the date of his/her successful bid, except with the Employer's permission.
- 24.05** Temporary vacancies of less than thirty (30) working days duration shall not be deemed to be vacant for the purpose of this Article. The selection of Trainees for back-up positions shall be made pursuant to the provisions of the Article.
- 24.06** Newly hired employees may not bid on posted jobs for a period of six (6) months after completing their probationary period and may only be promoted where no other suitable applicants have applied.

#### **ARTICLE 25 - JOB CLASSIFICATIONS AND RATES OF PAY**

- 25.01** The job classifications and rates of pay shall be as set forth in Schedule "A, B & C" to this Agreement.
- 25.02** In the event that the Employer establishes a new job classification during the term of the Agreement, the parties shall meet with a view to agreeing upon a rate of pay for the new job classification. Should the parties be unable to agree upon an appropriate rate of pay for this job classification, the rate of pay proposed by the Employer shall



be implemented and the question postponed to the next negotiations for renewal of this Agreement. Any adjustment to the rate of pay for the new job classification which is agreed upon between the parties at that time shall be retroactive to the date of implementation of the new job classification.

#### ARTICLE 26 • FRINGE BENEFITS

**26.01** The Employer shall pay 100% of the costs of the Ontario Health Insurance Plan as per current legislation.

**26.02** The Employer shall pay the following contributions toward the premium cost of the Group Insurance Plans for all employees who have completed their probationary period with the Employer.

a) Group Life Insurance and Basic **Accidental Death & Dismemberment** Insurance.

The benefit to be provided is \$10,000.00 face value of insurance per each employee.

- The entire premium cost.

b) Optional Group Life and Accidental Death & Dismemberment Insurance.

- 50% of the premium cost.

c) Major Medical.

- The entire premium cost.

d) Dental Plan

- The entire premium cost.

Fees shall be reasonable and customary for the service provided in the area where the expense is insured and will be limited to the maximum fee level of the dental fee guide in effect in the Province of Ontario on the date the expense is incurred.

e) Weekly Indemnity Plan.

- 70% of the premium cost.

The benefit to be provided is payable on the 1<sup>st</sup> day of accident, the 1<sup>st</sup> day of hospitalization, the 8<sup>th</sup> day of illness to a maximum of twenty-six (26) weeks

duration in the amount of 66 2/3% of regular weekly earnings to the maximum allowable under the **Employment Insurance Act**. The waiting period for continental shift employees shall be amended to 42 scheduled working hours. The improvements in the Weekly Indemnity Plan and Benefits shall apply only to claims made under the said Weekly Indemnity Plan, the circumstances giving rise to which occurred after the effective date of the said improvements.

f) **Vision Care Plan**

- The entire premium cost

The present Company Staff vision care plan provides up to \$200.00 per two (2) year period. The Company will waive the yearly deductible under Vision Care. (All other benefit allocations will remain the same.)

26.03 All the benefits mentioned in this Article shall be as more particularly described and set forth in the respective plan documents and policies of insurance. Any dispute over payment of benefits under such plans or policies shall be adjusted between the employee and the insurer concerned, but the Employer **will** use its best efforts *to* adjust and settle any such dispute.

ARTICLE 27 - PENSION PLAN

27.01 The Employer will continue its Pension Plan for employees. Participation in the Plan by employees shall be mandatory after one (1) year of continuous service with the Employer. Employees shall contribute to the Plan in the amount of 1% of the employees' regular hourly rate of pay for each regular scheduled hour worked by the employee. The Employer shall contribute the amount of 2.5% to the Plan at the employee's regular hourly rate of pay for each regular scheduled hour worked by the employee. In addition, employees may voluntarily contribute up to the yearly maximum contribution limits set by the Canada Customs and Revenue Agency.

ARTICLE 28 - GENERAL

28.01 The Employer will print the Collective Agreement in booklet form and provide sufficient copies for distribution to the employees.

ARTICLE 29 - PLANT CLOSURE

29.01 In the event of a plant closure, the Employer and the Union agree:

- a) the Employer will notify the Union at least **sixty (60)** calendar days before the expected date of close down.
- b) the notice shall specify the reasons for the close down and the projected date, although the date may be extended without affecting the validity of the notice.
- c) severance pay to employees affected by the close down shall be in accordance with the ***Employment Standards Act*** of Ontario. Employees shall be paid all accrued unused vacation pay to date of termination.
- d) the Employer and the Union agree to cooperate with Human Resources Development Canada in establishing a Relocation Committee to assist employees displaced by the close down.

**ARTICLE 30 - TERM OF AGREEMENT**

- 30.01 This Agreement shall commence on the 1<sup>st</sup> day of January 2003, and end on the 31<sup>st</sup> day December 2005, and shall continue **from** year to year **thereafter** unless either party gives notice in writing **to** the other not less than thirty (30) days nor more **than** ninety (90) days prior to the expiry date hereto that the parties intend to terminate this Agreement or to negotiate revisions thereto.

LETTER OF UNDERSTANDING RE SKILL AND ABILITY

IT IS UNDERSTOOD AND AGREED THAT "Skill and Ability" under Article 14.02 of the Collective Agreement shall mean the skill and ability to achieve competent performance with a short indoctrination period of two (2) to three (3) hours. Any person having satisfactorily performed the job within the last two (2) years will be given the opportunity to fill the position.

EXECUTED AT OAKVILLE, ONTARIO

This 18 day of March, 2003

FOR THE EMPLOYER

Pat Leonard  
Bill King  
Ontario

FOR THE UNION.

Teal King  
Beaul King  
Dave Gould

## APPENDIX "A"

### LETTER OF UNDERSTANDING

Re: Temporary Agency Staff

Where due to business requirements, the Employer finds it necessary<sup>1</sup> to supplement the full time work force, the Employer may engage Temporary Agency employees. The Employer will, at the same time, attempt to hire full time employees to replace the Temporary Agency employees. The Employer will pay to the Union the equivalent of the monthly dues for each month that the Temporary Agency employee is engaged.

Should a Temporary Agency employee actually work 600 hours, the Agency employee will be deemed to have completed his or her probationary period and become a full time employee of the Employer with seniority back dated to the date of hire. A Temporary Agency employee will not be eligible to work overtime unless no full time employee of the Employer is available.

Prior to engaging Temporary Agency employees in accordance with this Letter of Understanding, the Employer will discuss the circumstances with the Union.

This Letter of Understanding does not apply to persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

## APPENDIX "B"

### LETTER OF UNDERSTANDING

#### Re: Criteria to Move from Operator to Senior Operator

##### CRITERIA

In order for an employee to move from Extrusion Operator to Senior Extrusion Operator, Press Operator to Senior Press Operator, Conversion Set-up to Senior Conversion Operator, or T-Shirt Operator to T-Shirt Technician the employee must:

1. Successfully pass required tests such as:
  - A. Mechanical aptitude
  - B. Vocabulary
  - C. Number perception
2. Have a good performance record in their current position
3. Have good attendance
4. Know more than one process/machine in their department
5. Possess a good safety record

##### STEPS

1. The Company will identify a list of volunteers who wish to move from their current position of Operator to Senior Operator in one of the Extrusion, Press, Conversion or T-Shirt Departments,
2. Among volunteers in Step 1, above, the Company will identify those employees who meet the established criteria in their current position, as determined by the Company.
3. Among employees identified in Steps 1 and 2 above, the Company will train employees, on a seniority basis, to meet the requirements for a Senior Operator.

The Company may determine, in its sole discretion, the number of employees to be mined at any given time and over what time period.

4. The Company will determine, in its sole discretion, whether the employee has successfully completed the training so as to meet the eligibility requirements of a Senior Operator.

If an employee is unsuccessful in completing the necessary training, the employee will be returned to their previous classification of Operator.

Notwithstanding Article 24 - Job Posting, or any other Article of the Collective Agreement, the Company will not be required to post vacancies for the Senior Extrusion Operator, Senior Press Operator, Senior Conversion Operator, or T-Shirt Technician classifications.

## APPENDIX "C"

### Schedule "A"

#### JOB CLASSIFICATIONS AND RATES OF PAY

EFFECTIVE January 1, 2003

CLASSIFICATION	PROBATIONARY RATE	REGULAR RATE
Senior Extrusion Operator	16.22	17.62
Extrusion Operator	14.95	16.30
Extrusion Helper	13.88	14.68
Senior Press Operator	16.22	17.62
Press operator	14.95	16.30
Press Helper	13.88	14.68
Senior T-shirt Technician	18.59	19.98
T-Shirt Technician	17.13	18.52
T-shirt Operator	14.95	16.30
T-Shirt Helper	12.84	13.68
Senior Conversion Operator	16.22	17.62
* Conversion Technician (Grandfathered)		16.90
Conversion Set-up	14.95	16.30
Conversion Helper	12.84	13.68
Machine Operator	12.07	12.89
Shipper/Receiver	15.02	16.57
Material Handler	15.02	16.57
Shipper/Receiving Helper	13.88	14.68
Maintenance Technician	22.74	24.45
Maintenance Helper	18.59	19.98
Preventative Maintenance Technician	16.46	17.32
Storeskeeper	16.05	17.36

1. Lead Hand Premium: 0.75 cents per hour
2. Service Premium: 0.20 cents per hour upon 30 months of continuous service

Schedule "B"

JOB CLASSIFICATIONS AND RATES OF PAY

**EFFECTIVE: January 1, 2004**

<b>CLASSIFICATION</b>	<b>PROBATIONARY RATE</b>	<b>REGULAR RATE</b>
Senior Extrusion Operator	16.58	18.02
Extrusion Operator	15.29	16.67
Extrusion Helper	14.19	15.01
Senior Press Operator	16.58	18.02
Press Operator	15.29	16.67
Press Helper	14.19	15.01
Senior T-shirt Technician	19.01	20.43
T-shirt Technician	17.52	18.94
T-shirt Operator	15.29	16.67
T-shirt Helper	13.13	13.99
Senior Conversion Operator	16.58	18.02
'Conversion Technician (Grandfathered)		17.28
Conversion Set-up	15.29	16.67
Conversion Helper	13.13	13.99
Machine Operator	12.34	13.18
Shipper/Receiver	15.36	16.94
Material Handler	15.36	16.94
Shipper/Receiving Helper	14.19	15.01
Maintenance Technician	23.25	25.00
Maintenance Helper	19.01	20.43
Preventative Maintenance Technician	16.83	17.71
Storeskeeper	16.41	17.75

1. Lead Hand Premium: 0.75 cents per hour
2. Service Premium: 0.20 cents per hour upon 30 months of continuous service



**Schedule "C"**

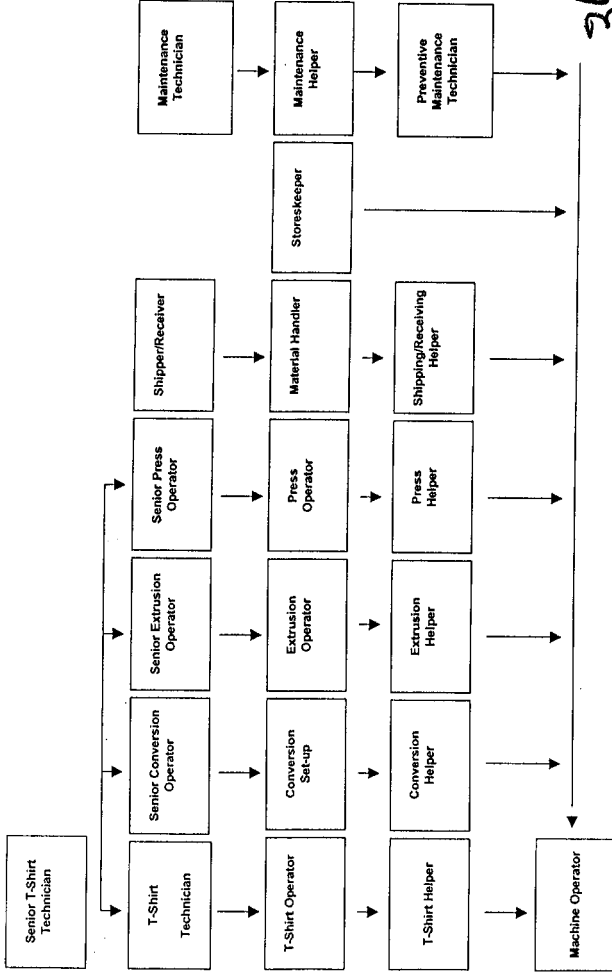
**JOB CLASSIFICATIONS AND FATES OF PAY**

**EFFECTIVE: January 1, 2005**

<b>CLASSIFICATION</b>	<b>PROBATIONARY FATE</b>	<b>REGULAR RATE</b>
Senior Extrusion Operator	17.04	18.52
Extrusion Operator	15.71	17.13
Extrusion Helper	14.58	15.42
Senior Press Operator	17.04	18.52
Press Operator	15.71	17.13
Press Helper	14.58	15.42
Senior T-shirt Technician	19.53	20.99
T-shirt Technician	18.00	19.46
T-shirt operator	15.71	17.13
T-shirt Helper	13.49	14.37
Senior Conversion Operator	17.04	18.52
*Conversion Technician (Grandfathered)		17.76
Conversion Set-up	15.71	17.13
Conversion Helper	13.49	14.37
Machine Operator	12.68	13.54
Shipper/Receiver	15.78	17.41
Material Handler	15.78	17.41
Shipper/Receiving Helper	14.58	15.42
Maintenance Technician	23.89	25.69
Maintenance Helper	19.53	20.99
Preventative Maintenance Technician	17.29	18.20
Storeskeeper	16.86	18.24

1. Lead Hand Premium: 0.75 cents per hour
2. Service Premium: 0.20 cents per hour upon 30 months of continuous service

SCHEDULE "D"  
LAYOFF AND RECALL CHART



HC