

Collective Agreement

between

Storeimage Programs Inc.

and

United Steelworkers of America
Local 16506-44

Begins:
05/01/2002

Terminates:
04/31/2005

11473 (03)

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AGREEMENT

This agreement entered into at Brantford, Ontario as of the 8th day of November, 2002.

BETWEEN:

STOREIMAGE PROGRAMS INC.

(Hereinafter referred to as "The Company")

- and -

UNITED STEELWORKERS OF AMERICA -LOCAL – 16506-44

(Hereinafter referred to as "The Union")

ARTICLE 1- PURPOSE

The general purpose of this Agreement is to secure for the Company and the employees through the Union, the full benefits of orderly collective bargaining machinery for the prompt and equitable disposition of grievances, to provide the fullest extent possible safe and satisfactory working conditions, hours of work, wages, economy of operation, quality and quantity of output. It is recognized by this Agreement to be the duty of the Company and the Union to co-operate fully and collectively for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes that the Union is the sole collective bargaining agent for all of its employees in Haldimand-Norfolk County and Brant County, save and except forepersons, persons above the rank of forepersons, office, creative and sales staff, security guards, persons regularly employed for not more than 24 hours a week and students employed during the school vacation period. If the facility, located at 100 Elgin Street, Brantford, Ontario, is relocated, the Company will recognize the bargaining unit.

2.02 Bargaining Unit employees placed on full time staff will be introduced to a recognized Union Representative, prior to the end of their first shift, immediately following their probationary period, by their immediate supervisor.

ARTICLE 3 - DISCRIMINATION

3.01 There shall be no discrimination by the Company or the Union of its members against any employee because of his/her race, colour, religion, political beliefs, sex or age.

3.02 The Company agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or any of its representatives with respect to any employee because of his/her membership in, or connection with, the Union and that membership in the Union by employees who are eligible to join will not be discouraged.

3.03 The Union agrees that there will be no discrimination, intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Company by any of its member or representatives, and that there will be no solicitation for membership, collection of dues, or any other Union activity on the premises of the Company, except as provided in the Collective Agreement.

3.04 [Sexual Harassment / Racial Harassment]

- (a) The Company and the Union shall make every effort to establish a working environment which is free from sexual and/or racial harassment and further agree to make every reasonable effort and endeavour to maintain a working environment which is free from sexual and/or racial harassment.
- (b) Harassment is a course of vexatious comments or conduct by any member of management or any co-worker in the bargaining unit related to a prohibited ground that is known or ought reasonably to be known to be unwelcome (Ontario Human Rights Code). Harassment refers to words used or actions taken in an abusive or persistent manner that disparage or cause humiliation which interferes with the persons ability to work or receive service. For purposes of clarity harassment includes, but is not limited to the following:
 - (i) refusing to work with or cooperate with or provide service; and/or
 - (ii) unwelcome staring or offensive gestures; and/or
 - (iii) condescending paternalistic or patronizing comments; and/or

- (iv) display of derogatory and offensive, written or visual, material, pictures and graffiti; and/or
 - (v) unwelcome inquiries or comments, including jokes or remarks that are stereotypical, degrading or derogatory.
- (c) For the purpose of this Article “sexual harassment” includes, but is not limited to the following:
- (i) unwanted, or abusive, sexual attention of a persistent nature, made by a person who knows or ought reasonably to know that such attention is unwanted or unwelcome; and/or
 - (ii) implied or expressed promise of reward for complying with a sexually oriented request; and/or
 - (iii) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; and/or
 - (iv) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work or study; and/or
 - (v) sexual assault includes any unwanted physical act(s) of a sexual nature including rape, sexual assault or any other unwanted fondling or touching.
- (d) For the purpose of this Article “racial harassment” includes but is not limited to engaging in any comment(s) or conduct by any member of management or any co-worker in the bargaining unit where such comment(s) or conduct is known, or ought reasonably to be known, to be unwelcome and such comment(s), or conduct, consists of words or action(s) related to a person’s race, colour, creed, ancestry, place of origin or ethnic origin and such comment(s), or conduct, may cause, or ought reasonably to be expected to cause, disrespect or humiliation to another person or employee.
- (e) Where the Company receives a complaint of sexual or racial harassment the Company shall:
- (i) Conduct an investigation into the complaint, including the interviewing of the complainant and the alleged harasser, and any other person(s) or employee(s) who may provide information in assisting the Company’s efforts to investigate the alleged harassment.

- (ii) The Union shall cooperate with the Company's investigation of the complaint and shall not take any direct, or indirect, action to interfere with, or impede, the investigation. Similarly, if the Union so requests, the Company will advise the Union that an investigation of a complaint is taking place.
 - (iii) The Company shall make every reasonable effort to maintain the confidentiality of the complainant and investigation until the investigation is completed.
 - (iv) Once the investigation is completed, and if the Company is satisfied that the complainant or any one else has been the *victim(s)* of harassment, confidentiality of the complaint shall be at the discretion of the Company provided the *victim(s)* consent.
- (f) Once the Company has completed its investigation and has determined that the complainant is a victim who has been subjected to harassment by the harasser, the Company shall take whatever action the Company deems appropriate in the circumstances of the case which may include:
- (i) Discipline of the harasser up to and including immediate dismissal.
 - (ii) Transferring the harasser to another location or time of work without regard for the harasser's seniority.
 - (iii) Provide for a safe work environment for the victim so that the victim may not be required to continue to work in proximity to the harasser, said accommodation to be effected without regard to seniority.
- (g) If the remedial action of the Company with regard to the harasser becomes the subject matter of a grievance and said grievance is referred to an arbitration, the Arbitrator in reviewing the grievance may:
- (i) Confirm the actions of the Company.
 - (ii) Issue such further sanctions on the harasser that is just and equitable in the circumstances.
- (h) It is further understood and agreed that the filing of a complaint by a complainant shall not be the subject matter of a grievance or arbitration. Similarly the Company's decision to investigate any complaint shall not be the subject matter of a grievance or arbitration.
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ARTICLE 4 - UNION REPRESENTATION

4.01 The Company will recognize a Bargaining Committee comprised of three (3) members of the Union duly elected or appointed by the Union plus the Plant Chairman or President, who shall be a regular employee of the Company and a representative of the International Union to deal only with such matters as are properly the subject matter of negotiations including proposals for the renewal or modification of this Agreement.

4.02 The company will recognize a Union Representative on all shifts for every zone as identified within this section. Where the Plant Chairman, President and/or the Vice President are employed in a particular zone where a Steward has been duly appointed to represent the employees in that zone, the Employer is required to recognize only the duly appointed Steward to represent any particular dispute or grievance in that zone. All Union Representatives shall be employees of the Company and members of the Union, in good standing.

Union Representatives shall not exceed in numbers of more than one (1) person for each defined zone of the Company's operations, working on the day shift. Union Representatives on the second shift will consist of one (1) person each in zone one and two where scheduling permits.

It will be the duty of the Union Representative so designated to receive, investigate and attempt to adjust Grievances as outlined in the Grievance Procedure elsewhere in this Agreement and to otherwise represent the Union.

Zone #1	Shipping
	Finishing
Zone #2	Litho
	Graphics
	Screen Room
	Ink Room
	Maintenance
	Prep Room
Zone #3	Décor
Zone #4	Woodworking
Zone #5	Warehouse

In the event there are any additions or deletions to the representation, it will be with mutual consent between the Union and the Company.

4.03 The Union acknowledges that Union Representatives have duties to perform on behalf of the Company. However, they will be allowed such reasonable time as is required in order to attend to the business of administering this Agreement. Before leaving his/her regular Company duties, the Union Representative will obtain permission from his/her Supervisor and will report back to his/her Supervisor on resuming his/her regular duties. Any Union Representative who is privileged to take up Union business in a department other than his/her own department must also obtain prior permission of the Supervisor of that department. It is recognized by the Union that whereas the Company may grant time off from his/her regular scheduled shift to a Union Representative to attend to business related to administering this Agreement, unless the business is identified as urgent, the Supervisor will determine a convenient time within one (1) working day for both parties to attend to Union business.

4.04 Time spent during his/her regular working hours by a Union Representative in connection with the administration of this Agreement will be paid for at his regular hourly rate, but the Company will not compensate a Union Representative who stays over at the end of his/her shift in order to attend to the business of administering this Agreement.

4.05 Time spent during his/her regular working hours by a Union Representative is to be shown on his/her time sheet. The Union agrees that Union Representatives will not take any more time than is absolutely required in order to attend to the business of administering this Agreement, and that if the record shows this to be too high, the Union agrees to confer with the Company.

4.06 The Union shall notify the Company in writing of the names of the Union Executive, Bargaining Committee and Union Representatives and the Company shall not be obliged to recognize the same until written notification has been received.

4.07 The Company agrees to assign work to the President, Vice President, Recording Secretary, Financial Secretary and Treasurer of the Local Union Executive during a period of layoff of more than three (3) working days provided work is available which

he/she is qualified to perform. All Union Representatives will be assigned work, within his/her zone, providing they are qualified to perform such work during any period of layoff.

ARTICLE 5 - UNION SECURITY

5.01 The Company agrees to deduct in the first pay period each month from the pay due to each employee who has completed his probationary period and who covered by this Agreement a sum equal to the monthly Union Dues of each employee. Each employee, as a condition of employment shall authorize the Company to deduct these dues. Dues are defined for the purpose of this Article as the regular Union Dues in accordance with the International Union Constitution, and shall not include initiation fees or any other fees, assessments or dues for special purposes.

5.02 These dues, along with a list of names employees from whom such deductions have been made, will be forwarded to the

International Treasurer
United Steelworkers of America
P.O. **Box** 13083, Postal Station A
Toronto, Ontario M5W 1V7

not later than the last day of the month in which they are collected. Such statement shall also list the names of those employees from whom no deductions have been made and the reason.

5.03 The Union shall indemnify and save the Company harmless with respect to all dues so deducted and remitted.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of the Company to operate and manage its business in all respects in accordance with its obligations, which include, without limiting the generality of the foregoing:

- (a) The right to select, hire, promote, demote, transfer, classify, retire, lay-off and suspend employees and also the right of the Company to discipline or discharge any seniority employee for just cause, subject to the right of
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the employee, who has completed his/her probationary period, to lodge a grievance in the manner and extent herein provided.

- (b) The right to maintain order and efficiency, formulate, enforce and alter from time to time hours of work and working schedules to be observed by the employees, such hours of work and working schedules shall not be inconsistent with the provisions of the Agreement and changes to these items will be discussed between the Company and the Union President and his/her designate. The right to establish and maintain and change reasonable rules and regulations covering the operation and violation of which, shall be among the reasons for discipline or discharge.
- (c) The right to determine the work to be undertaken, the right to sub-contract work, subject to Article 18, the right to determine the methods and procedures to carry out such work, and the qualifications of any employee to perform any particular job, shall be the responsibility of the Company subject to the terms and conditions to this Agreement.

6.02 The Company and the Union agree when a disciplinary report goes into an employee's file for a particular offence the following format will be used:

- suspension one (1) day or more – Twenty (20) months
- written warnings – Eight (8) months

Provided that employee is discipline free during the specified time. After the said incident, progressive disciplinary steps will begin again. The Company should supply the Union with copies of all disciplinary reports.

6.03 Representatives from the Company and union representatives agree to meet no **less** than once per quarter to improve communication between the parties. At the meeting the Company will provide a summary of the number and duration of persons, outside the bargaining unit, regularly employed for not more than 24 hours a week. The union representatives shall be the President, Vice President, Recording Secretary, Staff representative and Chief Steward. The Company and the Union

will provide a written agenda of issues they wish to discuss no less than one (1) week in advance of the meeting.

6.04 For purposes of this Article and the terms of this Collective Agreement, the normal retirement age shall be age 65. Employees will be deemed to have retired on the first day of the month following the month in which their 65th birthday occur.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

The Company agrees that there shall be no lock-outs, and the Union agrees that there shall be no strikes, work stoppage, slow down, either complete or partial, or picketing by the Union or by the employees for any reason whatsoever during the life of this Agreement. All disputes between them shall be submitted for settlement in accordance with the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 8 - ADJUSTMENT OF DISPUTES

8.01 It is the mutual desire of the parties hereto that justified complaints arising from the interpretation, administration, or alleged violation of this Agreement by an employee or a group of employees shall be adjusted as quickly as possible and it shall be subject to appeal in the following manner:

8.02 Adjustment of dispute verbally between the employee(s) and his/her immediate supervisor, foreman/woman. The employee shall be accompanied by his/her Union Representative unless the employee chooses to waive this right. Provisions of this article also apply to reviews and the employee will also receive a copy of the review.

8.03 Failing satisfactory adjustment or answer within the next following working day, then the steps of the Grievance Procedure may be invoked as follows:

STEP NUMBER 1

8.04 The Union Representative shall state the grievance in writing upon the prescribed form and shall deliver a copy, signed by the employee(s) to the foreman/woman concerned. The foreman/woman shall state his/her decision in writing and deliver a copy to the Union Representative within the next following working day.

8.05 Such written grievance shall include the nature of the grievance remedy sought and the section(s) of the Agreement alleged to be violated.

8.06 No grievance will be considered if write-up has not taken place within ten (10) calendar days of the time that circumstances giving rise to the disagreement occurred, or the employee(s) concerned had an opportunity to be aware of such circumstances. With the exception of plant holidays or shut downs which exceed 10 days.

8.07 Failing settlement under this Step Number 1, the Union Representative shall proceed to Step Number 2 of the Grievance Procedure, within two (2) working days after the answer rendered in Step Number 1.

STEP NUMBER 2

8.08 The Union Representative shall then appeal the decision of the foreman/woman to the Superintendent. The Superintendent will meet with the employee(s) and the Union Representative within two (2) working days of receipt of written grievance. The Superintendent will give written disposition within two (2) working days of such meeting.

8.09 Failing settlement of the grievance within the said two (2) working days, then the grievance shall be dealt with under the following Step Number 3.

STEP NUMBER 3

8.10 The Chairman or the President of the Union or his designated representative shall discuss the matter with the Personnel Manager or the Company's designated representative within three (3) working days and endeavour to affect a settlement. The Company's written decision shall be given to the President or Chairman of the Union not later than five (5) working days after the meeting.

8.11 A grievance arising directly between the Union and the Company concerning the interpretation application, administration or an alleged violation of this Agreement shall be originated at Step Number 3 of the Grievance Procedure. Such grievance shall be sent by registered mail within ten (10) days of

the time that circumstances giving rise to the disagreement occurred, or the Company/Union had an opportunity to be aware of such circumstances. With the exception of plant holidays or shut downs which exceed ten (10) days. The Company/Union shall request a meeting with the Union/Company in accordance with the provisions of Article 8.10 Step Number 3, and the parties shall meet in attempt to settle the grievance. Failing settlement, the grievance may be referred to Arbitration in accordance with the provisions of Article 9.

However, it is especially understood that the provisions of the preceding paragraph may not be used by the Union to institute a grievance directly affecting an employee which such employee(s) could themselves constitute and the regular Grievance Procedure shall not be there-by passed.

8.12 A probationary employee may be discharged or otherwise disciplined at the sole and unquestioned discretion of the Company, notwithstanding the absence of just cause. A claim by an employee who has completed his/her probationary period, that he/she has been unjustly discharged shall be treated as a special grievance if written statement of such special grievance is lodged with the Company at Article 8.10 Step Number 3, and the same provisions shall apply, within three (3) working days after the employee ceased to work for the Company.

8.13 Such special grievance may be settled under the Grievance Procedure by:

- (a) Confirming the management's action in dismissing the employee who has completed his probationary period.
- (b) Re-instating the employee with or without full compensation for time lost.
- (c) Or by any other arrangement which may be just and equitable in the opinion of the conferring parties.

8.14 All Agreements arrived at under the Grievance procedure between the Company and the Union and the employees shall be final and binding upon the Company, the Union and the employees.

8.15 Any and all time fixed by Article 8 or Article 9 may, at any time be extended by mutual consent between the Company and the Union. This shall be acknowledged by the parties in writing. It is agreed that Section 48(16) of the Labour Relations Act shall have no application to this Agreement. If the time allowance or an extension thereof is not observed by the grieving parties the grievance shall be considered abandoned. The time limits in the grievance and arbitration procedure being mandatory and not merely directory. If the time allowance or any extension thereof is not observed by the party who it is alleged has violated the Agreement the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

ARTICLE 9 - ARBITRATION

9.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 8, it shall notify the other party in writing within twenty (20) working days from the final decision of whichever party is the respondent to the initial grievance.

9.02 The parties agree to discuss the advisability selecting an arbitrator of their own choosing, in accordance with the provisions of the Agreement, before seeking the appointment of an arbitrator by the Minister.

9.03 Within five (5) days from the giving of written notice of arbitration under Article 9.01, an arbitrator shall be selected in rotation from the following panel to arbitrate the grievance:

- | | |
|--------------------------|----------------|
| 1. Mr. Ross L. Kennedy | (416) 865-7373 |
| 2. Mr. Kevin M. Burkett | (416) 429-0984 |
| 3. Mr. K. Allan Hinnegan | (519) 354-5600 |
| 4. Ms. Susan Stewart | (416) 531-3736 |
| 5. Mr. Randy Levinson | (905) 648-7239 |

9.04 If an arbitrator on the panel who has been selected to arbitrate a grievance, is unable or unwilling to do so, then:

- (a) he shall not be selected to arbitrate another grievance until his name comes up again in the regular rotation of the panel;
- (b) the arbitrator who is next on the regular rotation of the panel shall be requested to arbitrate the immediate grievance.

9.05 In the event that all arbitrators on the panel are unable or unwilling to arbitrate the grievance, either party may request that the Minister appoint an arbitrator pursuant to section 48(4) of the Labour Relations Act, 1995.

9.06 Should any arbitrator be unable to hear a grievance within sixty (60) calendar days or such longer period of time acceptable to both parties after the grievance has been referred to him/her then his/her name shall be passed over to the next in line.

9.07 No matter shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure set out in Article 8 of the Agreement.

9.08 If the grievance is not processed in accordance with the prescribed time limits set out in Article 8 of the Agreement, the grievance shall be deemed to be settled on the basis of the last written response given by the union or the Company.

9.09 Each grievance submitted to arbitration shall be heard separately unless otherwise mutually agreed by both parties.

9.10 The issue(s) raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue(s). The decision of the arbitrator shall be final and binding on the parties to the Agreement.

9.11 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor to alter, modify, add to or amend any part of the Agreement.

9.12 In the case of a discharge grievance where the decision of the arbitrator involves the payment of the compensation to the employee, it is understood that compensation awarded will not exceed the employee's normal salary based on his/her regular non-overtime hours of work less any monies earned or received by way of other employment or unemployment insurance. It is understood that compensation awarded shall be subject to all statutory deductions.

9.13 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 9, shall not be made the subject of another grievance, excluding any grievance disposed under the provisions of Article 8, Step 1 and Step 2.

9.14 The parties will each pay one half (1/2) of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

9.15 Arbitrations shall be heard at Brantford, Ontario unless otherwise agreed by the parties in writing.

ARTICLE 10 - UNION NOTICES

10.01 The Company will provide bulletin boards for the Union. All notices, except for the regular monthly Union notices, must be approved by the Personnel Director or his representative.

10.02 It is agreed that the Union shall not distribute or cause to be distributed any hand bills, pamphlets, literature or Union information on Company premises or time, except for arrangements agreed to between the Union and the Company.

10.03 The Company will post additions or changes in supervisory staff and/or areas of responsibility.

ARTICLE 11 - JURY DUTY

The Company agrees to pay any seniority employee who may be required to serve as a juror or as a Crown or Material Witness subpoenaed to an appearance in which the employee has no personal involvement, the difference, if any, between the amount paid to him for his/her jury service or as a Crown or Material Witness and employee's base rate of pay for the normally scheduled number of hours the employee would have otherwise worked on condition that proof of such services and fees received is provided by the employee.

ARTICLE 12 - SENIORITY

12.01 A probationary employee who is assigned to a position which has been identified as full time position by the Company will work for a period of sixty (60) accumulative working days or 480 hours whichever comes first, in that position before acquiring seniority rights. If laid off and rehired within one year he/she will be credited with probationary time accumulated. Probationary employees are not entitled to benefits until the day after completing their probationary period described above. If more than one (1) employee is hired on the same date, seniority will be determined by alphabetical order, by surname, beginning with the letter "A".

12.02 Seniority shall be lost and services terminated if any employee:

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged, subject to the employee's right to grieve under Article 8;
- (c) when recalled from lay-off, fails to report to work within three (3) working days after recall notice, unless prevented from reporting because of illness or accident, acceptable proof to be provided to the Company upon receipt of recall notice. The Company will, on the first day of endeavouring to contact an employee for the purpose of recall through telephone contact, mail a notice to the last known address of the employee by registered mail and the number of days above shall remain at 3 for employees living within Brantford City Limits and 5 if the employee's last known address is outside Brantford City Limits. It is the responsibility of the employee to advise the Personnel Department of a current address and telephone number where he/she can be reached. Employees on temporary layoff, as referred to in Article 13.04, must report for work by the beginning of his/her next regular work shift after notification;
- (d) is absent three (3) working days without notifying his/her supervisor or the Personnel Department;
- (e) is absent due to illness or accident for more than one (1) year and has less than five (5) years seniority at time such absence commenced;
- (f) is absent due to illness or accident for more than two (2) years and has more than five (5) years seniority at time such absence commenced;
- (g) fails to report to work on termination of leave of absence unless the employee notified his/her Supervisor or the Personnel Department giving just reason for his/her inability to report to work and has the approval of the Company for any extension of his/her leave of absence;
- (h) is laid off and in the case of an employee with less than five (5) years seniority at the time of layoff, is continuously laid off for more than 12 months;

- (i) is laid off and in the case of an employee with more than 5 years of seniority at the time of lay-off, is continuously laid off for more than 24 months.

12.03 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) when on approved leave of absence without pay not exceeding six (6) months;
- (b) when absent due to lay-off not exceeding one (1) year, if the employee's seniority is less than 5 years, at the time of lay-off.

OR

when absent due to lay-off not exceeding two (2) years, if the employee's seniority is more than 5 years, at the time of lay-off

- (c) when in receipt of Weekly Indemnity Benefits;
- (d) when in receipt of Workers' Compensation;
- (e) when awarded Workers' Compensation through the appeal process.

12.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) when on approved leave of absence without pay exceeding six (6) months;
- (b) when absent on account of accident or illness after termination of Weekly Indemnity Benefits.

12.05 An employee who transfers out of the bargaining unit on or after May 1, 2002 shall retain his accrued seniority to the date of transfer from the bargaining unit and is transferred back to the bargaining unit, will be credited with the seniority accrued prior to his transfer from the bargaining unit. This right to transfer back to the bargaining unit shall be available to any one-(1) employee only one-(1) time.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 In cases of lay-off and recall from lay-off within an occupational classification, the following factors shall be considered: skill and ability to perform the work available and where these factors are relatively equal, seniority shall govern.

13.02 The periods of notice will not be required in the event of the lay-off of probationary employees. In the event that a temporary lay-off becomes permanent, the period of notice given on the temporary lay-off will be applied to the permanent lay-off notice period.

13.03 If there is a shortage of work, on a given shift in one department, the employee(s) affected by the shortage of work will be transferred by seniority, starting with the most junior employee, to another department, or job, provided he/she has the necessary skill and ability, and providing the work is available. The transferred employee(s) rate of pay shall be the higher of their own rate or the next highest rate for the classification to which they are transferred, printed in the agreement.

13.04 The Company will post and give written notice of impending lay-offs of three (3) working days or less to a designated Union Executive and to the employees in the following manner:

- (a) In the event of lay-offs three (3) working days or less, day shift employees will be notified by 2 o'clock of the previous working day and the afternoon shift employees will be notified at the beginning of their last scheduled shift. Exercise of seniority rights in temporary lay-offs is limited to displace probationary employees only.
 - (b) Where an employee is laid off for a period of three (3) days or less and the Company subsequently determines that the lay-off will extend beyond three (3) days, the Company may give notice of such extended lay-off to the employee at any point during the initial three (3) day lay-off period and such notice shall be credited towards the calculation of the notice required under Article 13.04, paragraph 2 of the Collective Agreement in regard to lay-offs extending greater than three (3) days. Additionally, the notice initially given to the employee
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prior to the commencement of the original three (3) day lay-off period shall also be credited towards the calculation of the notice required under Article 13.04, paragraph 2 of the Collective Agreement in regard to lay-offs extending greater than three (3) days

- (c) The Company agrees to consult with the Union in advance in instances where a lay-off of three (3) days or less is extended beyond three (3) days. During such consultation, the Company will provide the Union with the reasons for the extension of the lay-off and the anticipated length of such extension

13.05 The Company will post and give written notice of impending lay-offs of more than three (3) working days to a designated Union Executive and to the employees in the following manner:

- (a) Day shift employees will be notified at least two (2) working days in advance.
- (b) Afternoon shift employees will be notified at the beginning of their second shift prior to the first day of lay off.
- (c) An employee who will be laid off for more than three (3) working days shall be able to exercise seniority established in another occupational classification provided he/she has the skill and ability. The orientation provided to employees exercising their seniority rights will be limited to sufficient instruction to preserve health and safety, machinery and material and such ordinary supervision that another employee with prerequisite skills and ability would be given. This will include instructions on where material and tooling is stored. If after up to a maximum of five (5) working days he/she is unable to maintain acceptable quality and productivity, he/she will be laid off without notice and will not be allowed to exercise his/her seniority in any other classification other than a labour classification.
- (d) A lay-off will be determined by identifying classifications that are redundant due to lack of work. The junior employees in those classifications will be notified of

lay-off and allowed the option of being laid off or exercising their seniority to displace a junior employee subject to Article 13.01. After the original employees notified and any affected employees have exercised their seniority rights the junior employees without recourse will be laid off.

- (e) All employees who exercise their seniority rights to displace junior employees in other classifications will be paid at the top of the C wage band for the classification unless they have previously held that classification and progressed beyond that rate. In that case they will be paid at the current rate for their previous progression in the classification. Employees working within a recognized apprenticeship or training program may, by mutual agreement, be removed from the reduction in work force program.

13.06 Notwithstanding Article 13.04, in the event of a lay-off of more than three (3) working days, Article 4.07 will be applied in a manner which reflects Articles 13.05, where possible, as follows:

- (a) An employee covered by Article 4.07 will be assigned available work within his/her zone, which he/she is qualified to perform, in accordance with seniority and bumping procedures in Articles 13.05, as if Articles 13.06 and 13.07 are restricted to the employee's zone.
- (b) In the event the available work in the employee's zone is being performed by employees with greater seniority, the employee covered by Article 4.07 will bump into the job within the zone he/she is qualified to perform which is held by the least senior of the remaining employees in the zone.
- (c) An employee covered by Article 4.07 will be assigned work outside his/her zone only if there is no work available in his/her zone which he/she is qualified to perform.
- (d) If work subsequently becomes available sufficient to generate a posting within the zone vacated by an employee under (c) above, such work will be offered to the most senior such employee.

13.07 Recall from lay-off

- (a) Employees will be recalled from lay-off status within the department or plant in the reverse order of lay-off, provided they have the **skill** and ability to do the work required. No employee will be employed in the classification in which there has been a reduction of work force until all qualified employees on transfer or lay-off have been notified to determine whether or not they wish consideration for the job vacancy available.

- (b) **As** workload by classification requires recall, the most senior employee displaced from that classification will be recalled to that classification from the position to which they bumped or from lay-off. If a position, left vacant by such a recall, needs to be filled it will be filled similarly until one (1) employee has been recalled from lay off.

ARTICLE 14 - SENIORITY PREMIUM

The Company agrees to pay a seniority premium of five (**5**) cents per hour to all employees with more than five (5) years but less than ten (10) years of service, a seniority premium of ten (10) cents per hour to all employees with more than ten (10) years but less than fifteen (15) years of service and a seniority premium of fifteen (15) cents per hour to all employees with more than fifteen (15) years of service.

ARTICLE 15 - PROMOTIONS, DEMOTIONS, AND TRANSFERS

15.01 The Company agrees to post notice of permanent and temporary vacancies occurring within the Bargaining Unit on the bulletin boards for a period of not less than three (3) working days.

“Temporary” job vacancies shall mean any temporary vacancy as a result of illness, approved leave of absence or any other non-permanent absence for a period projected to be two (2) weeks or more excluding scheduled vacations.

15.02 When vacancies or new classifications occur, such openings will be posted on the plant bulletin boards for three (3) working days. Written applications to fill such vacancies shall be

made with the Personnel Department within the said three (3) days mentioned in Article 15.01. If no applicant has the necessary qualifications for a job posting any such applicant who is currently involved in relevant and approved external education will be considered and if selected will be given the necessary training.

The Company will consider the applications on knowledge, skill and ability to do the job. Where these are relatively equal, the seniority of the employee(s) shall govern. In the event of a dispute, the employee(s) with the greatest seniority will be given five (5) working days to prove his/her ability. The Union will be provided with copies of applications for all job postings.

15.03 The Company will not fill any vacancy with persons from outside the Bargaining Unit if there are qualified Bargaining Unit employees available with the necessary skill and ability.

15.04 A promoted or transferred employee may voluntarily revert to his former position in the Bargaining Unit within thirty (30) working days provided work is available and the job vacancy remains in existence. If work is unavailable and the job vacancy is no longer in existence, the employee may bump the most junior employee in the Company providing he/she has the skill and ability.

15.05 All applied for promotions and transfers shall be for a trial period of up to thirty (30) working days after which the promotion or transfer shall become permanent. During the said trial period the Company may return the employee to his/her former position and all other moves from this reversal will also be reversed.

15.06 Demoted employees voluntary or otherwise shall be entitled to receive the level of pay according to his skill and ability of the lower classification except in the case of returning to the position from which he/she was promoted, in which event the former wages shall be paid, after adjusting in accordance with any general increase or decrease since his/her promotion.

15.07 An employee who is awarded a posted position shall not be eligible to again apply for a posted vacancy for a period of twelve (12) months. An employee may however, apply for a posted vacancy in less than twelve months if one of the following conditions is met:

- (a) the employee is fully trained and is meeting quality and production standards;
- (b) the employee has been laid off from the posted position for thirty (30) days;
- (c) by mutual agreement between the Company and the Union.
- (d) **All** promotions, demotions and/or transfers resulting from a reduction of work force and/or implementation of bumping rights shall be considered temporary for an indefinite period.

All employees affected will retain the right to work in his/her department/classification from which he/she was displaced.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 HOURS OF WORK

The normal scheduled hours of work in any department on the day shift shall be eight (8) hours per day, five days per week, Monday to Friday. The normal hours of work in any department on the second shift shall be ten (10) hours per shift, four shifts per week, Monday to Thursday inclusive. Employee(s) required to work shifts shall do so on a rotating basis.

The Company does not guarantee to provide work for the above hours or for any other hours, but will endeavour to provide the Union with two (2) working days notice of any general change in such hours.

16.02 OVERTIME

Overtime shall be paid at the rate of time and one-half of the employee's base rate for **all** the hours worked on Saturday or for hours worked in excess of eight (8) hours per day with the exception of the employees working on the second shift as specified in Article 16.01 who will be paid overtime at the rate of time and one-half for hours worked in excess of ten (10) hours per day.

16.03 Overtime shall be paid at the rate of double time the employee's base rate for hours worked on Sunday or on a Plant Holiday.

16.04 Overtime worked for employee convenience by special arrangement with prior permission of the Company, shall be paid at straight time.

16.05 Overtime Selection

(a) When overtime is required, the Supervisor shall endeavour to advise those employees required to work overtime at least four hours prior to the time the overtime will commence. Where reasonable and practical overtime will be offered by seniority beginning with the most senior of the employees in the classification and then to those in the department with the skill and ability. Employees are expected to cooperate and perform overtime when requested. If a need remains the company will consult the weekly overtime volunteer posting for employees with demonstrated skill and ability and where skill and ability are comparable select the senior employee for the overtime assignment. The posting will be a regular weekly posting allowing employees to write their names on days for potential overtime assignments that may be required. The company will consider names written on the posting 24 hours in advance of the overtime to be worked (names written after that will not necessarily be considered). If overtime is scheduled, employees whose names are on the posting, for that day, will be required to work. If a need still remains the company will utilize any measure possible to complete the required hours. The rate paid to employees selected for overtime who do not normally perform the work done in this overtime period will be the top of **A** rate for the classification if it **is** less than the employees current rate and the next highest rate published in the agreement if the employees current rate **is** less than the top of **A** for the classification.

(b) Employees selected from the posting process who are from a department that requires overtime will be first applied to their departmental requirements. **As** overtime assignments are cancelled the overtime co-ordinator in

Human Resources will be advised and make the necessary adjustments to maintain accurate assignments by entitlement. Employees whose right has been accidentally overlooked will receive a maximum of 3 hours pay at 1.5 times the rate defined in 16.05 (a).

- (c) Employees absent from work at the time overtime is being assigned (normally with as much notice as possible), for any reason other than performance of employment related assignments will not be entitled to consideration for the overtime scheduled during their absence. Those absent on employment related matters will be required to respond to a single phone call to the last known personal phone number. Similarly notice of cancellation of overtime assignments will be deemed delivered to absent employees by a single phone call to the last known personal phone number.
- (d) An employee temporarily transferred *to* a department at a time when overtime is required, will be considered an employee of the department and so entitled to overtime as other departmental employees during the period of transfer.
- (e) The rate paid to employees selected for overtime who do not normally perform the work done in this overtime period will be the top of **A** rate for the classification if it is less than the employees current rate and the next highest rate published in the agreement if the employees current rate is less than the top of **A** for the classification.

16.06 Employees working overtime more than three (3) hours beyond normal quitting time shall be allowed fifteen (15) minutes off to eat their supper meal without loss of pay. Employees working 'unscheduled' overtime will be allowed \$7.50 meal allowance, if the hours worked exceed (2.5) hours.

16.07 Lunch Periods - Employees will be granted a thirty (30) minute lunch period without pay during their working shift.

16.08 Rest Periods - **All** employees shall be granted and the Company shall pay for two (2) ten-minute break periods per normal shift. Employees working overtime beyond their normal shift shall have an additional ten (10) minute break after the end of their normal shift, before starting their overtime.

16.09 Wash-up Period - The Company will allow a period of three (3) minutes for the purpose of washing up immediately prior to the lunch period and at the end of each shift.

16.10 In the case of an employee failing to punch in unless the time card is approved by the Supervisor or instructed by the Supervisor not to do so or due to travel, one-half (1/2) hour at straight rate will be deducted from his/her pay in the pay period in which it occurs.

ARTICLE 17 - WAGES

17.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the schedule of job classifications and wage rates in effect of the date hereof and as set out in Schedule "B" which attached hereto and forms part of this Agreement.

17.02 The sub-classifications and rate changes will governed as follows:

- (a) Classifications with "A", "B", "C" and "D" subclassifications:
 - (i) "D" - starting rate of new employee
 - (ii) "C" - if an employee is retained as a permanent employee he will automatically go to the bottom of the "C" rate and he will receive rate increases of 25¢ per hour every six (6) months until he/ she reaches the top of "C" rating.
 - (iii) "B" - The employee must be capable of performing the required standard of a "B" classification as determined by the employee's immediate supervisor at a merit review of "C" employees to be conducted at least every six (6) months. Such an employee will commence at the bottom of the "B" rate and will receive rate increases of 25¢ per hour every six (6) months until he/she reaches the top of the "B" rating.
 - (iv) "A" - The employee must be capable of performing the required standard of an "A" classification as determined by the employee's immediate supervisor at a merit review of "B" employees to be conducted at least every six (6) months. Such an employee will commence at the bottom of the "A" rate and will receive rate increases of 25¢ per hour every six (6) months until he/she reaches the top of the "A" rate.

- (b) Classifications with no sub-classifications. If an employee is retained as a permanent employee he/she will receive increases of 2.5¢ per hour every six (6) months until he/she reaches the top rate of the classification.
- (c) Changes in rate shall become effective at the start of the first pay period following the effective date of the increase.

17.03 All individual rates in excess of the maximum rate in the classification will be “Red Circled” and will be given half (1/2) the agreed to rate increase.

ARTICLE 18 - WORK ASSIGNMENTS

18.01 Work Assignment and Shift Changes

It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments. The Company reserves the right to institute new shifts or to make such changes in hours as are required by its operation.

18.02 Technological Change

In order for the Company to remain competitive in the market place, it is necessary that the Company implement ways to upgrade the equipment or technology that will be made available on the market from time to time, and such equipment may or may not qualify as a new job qualification.

Where new jobs, combination of jobs, new equipment or technology qualifies for an adjustment in the rate of pay, the Company will submit the job classification, responsibility, and rates of pay to the Bargaining Unit for approval. The Company will implement the new equipment and proceed with the operation of the equipment. But if agreement is not reached within a reasonable time period (60 days) the Union can proceed through the grievance procedure commencing at step three.

18.03 Contracting In

- (a) The term “Contracting In” shall refer to an arrangement, contractual or otherwise, whereby the Company arranges for work that would otherwise normally be assigned to employees within the bargaining unit within the Company

plant(s) whereby said work is performed by persons employed by another employer (Employment Agency) other than the Company and the Company arranges that the work is performed inside the Company's plant(s). It is understood and agreed that persons employed by an Employment Agency and assigned to work at the Company's plant(s) pursuant to any Contracting In arrangement, are not employees of the Company. The term "Contracting In" is not deemed to include the term "Contracting Out" as defined in this Agreement.

- (b) It is recognized that due to the nature of the operation, it is necessary to the Company to continue to Contract In the use of Employment Agency(s) however the Company will not Contract In the use of Employment Agency(s) so as to cause layoff or reduction of qualified workforce.
- (c) Where the Company determines that there is a need to layoff employees in the bargaining unit and there are persons supplied by an Employment Agency(s) pursuant to a Contracting In arrangement working in the plant, who would otherwise continue to work during the layoff, those employees designated to be laid off will be given the opportunity to signify in writing their intention to perform work that would otherwise be performed by persons supplied by Employment Agency(s).
- (d) In selecting employee(s) who elect(s) to work pursuant to (c) above during a layoff of three (3) working days or less, the Company shall be entitled to select the employee(s) who has the present ability to perform the work without training or familiarization and without regard to seniority or Article 13 of the Collective Agreement.
- (e) In selecting employee(s) who elect(s) to work pursuant to (c) above during a layoff of more than three (3) working days, the Company shall select the necessary number of employees to perform the work pursuant to Article 13 of the Collective Agreement provided the employee(s) selected has the skill and ability to perform the work.
- (f) The rate of pay for an employee designated to be on layoff who elects to work in lieu of layoff pursuant to this article, shall be at the bottom level of the current published "C" rate for the department where the work is being performed.

- (g) It is understood and agreed that where the complement of employees of the Company is supplemented with persons supplied by an Employment Agency(s) pursuant to a Contracting In arrangement and employees of the Company are laid off at the completion of a particular job or project where persons supplied by an Employment Agency(s) pursuant to a Contracting In arrangement worked on the job or project simultaneously with employees from the Company, said Contracting In arrangement is not deemed to have been the cause of said layoff as contemplated by (b) above notwithstanding the simultaneous use of persons supplied by an Employment Agency(s) pursuant to a Contracting In arrangement on the particular job or project.

18.04 Contracting Out

- (a) The term “Contracting Out” shall be synonymous with and inclusive of the term “Subcontracting” and shall refer to any arrangement, contractual or otherwise, whereby the Company arranges for work that would otherwise normally be assigned to employees within the bargaining unit whereby said work is performed by employees of another employer (the Subcontractor) other than the Company, and said Subcontractor arranges for and undertakes to perform the work at a location(s) designated by the Subcontractor other than the plant(s) owned and operated by the Company, with its own workforce under its own direction. The term “Contracting Out” is not deemed to include the term “Contracting In” as defined in this Agreement.
- (b) It is recognized that due to the nature of the operation, it is necessary for the Company to continue to use outside contractors for purposes of Contracting Out work. It is understood however, that the Company will not subcontract work, which would normally be performed in the plant by Bargaining Unit employees on lay-off, or on transfer, nor will the Company use sub-contracting to cause layoff, or reduction of qualified work force.
- (c) The Company will notify the Bargaining Unit when the Company enters into a significant contract resulting in a portion of the work being sub-contracted due customer

demand, economic or overload situations. The Company and the Union agree, that the use of outside contractors will be in the best interest of both parties.

ARTICLE 19 - PLANT HOLIDAYS

19.01 The following days will be observed as paid holidays to all employees other than probationary employees. If they fall on Saturday or Sunday, they will be celebrated Friday or Monday as agreed upon between the Company and the Union.

New Years Day	Victoria Day	Thanksgiving Day
Heritage Day	Canada Day	Day Before Christmas
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

Heritage Day will be allocated as a day to be taken during the Christmas shutdown period annually. This day will be decided at a meeting held between the Company and the Union.

19.02 The above Plant Holidays will be paid for at the base rate of the employee's regular job. The Company may refuse holiday pay to an employee if he/she is absent on either the last scheduled working day before or the first scheduled working day after the Holiday. However, payment for the Holiday shall be made if the employees worked within seven (7) calendar days either before or after the Holidays, but was sent on the qualifying days due to "legitimate illness, lay-off" proof being provided to the Company or authorized leave of absence. Employees in receipt of Sick and Accident Benefits qualify for holiday pay. Employees in receipt of Workers Compensation shall not qualify for Holiday Pay.

19.03 In the event an employee works on a Plant Holiday above, he/she will be paid for that day at the rate of double time the employee's base rate of pay, plus his/her holiday pay.

19.04 When a holiday falls within an employee's vacation and is a Holiday for which the employee otherwise would have been paid such an employee shall receive an additional day's vacation in lieu of the Holiday or at some other date by mutual agreement with his/her immediate Supervisor.

19.05 A Plant Holiday counts for eight (8) or ten (10) hours worked, relating to normally worked shift, for purpose of computing weekly overtime.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 The Company in its discretion may grant leave of absence to employees who have completed their probationary period without pay, for legitimate reasons including illness and accident. Leave of absence shall be for a fixed period of time, not to exceed nine (9) months and may be renewed at the discretion of the Company.

20.02 Application for leave of absence must be made in writing to his/her supervisor. All leaves of absence must be authorized in writing by the Personnel Manager.

20.03 The Company will grant a maternity leave of absence without pay to female employees with no less than one (1) year seniority under the following conditions:

- (a) the pregnant employee must request a leave of absence in writing 2 weeks in advance of the date she intends to begin her leave. A doctor's certificate stating the anticipated date of delivery must be submitted with the request,
- (b) the leave of absence will not exceed 17 weeks and will be granted in accordance with the Employment's Standard Act 2000. **On** a basis of a Doctor's Certificate, the Company may grant additional leave of absence. A Doctor's Certificate stating that the employee is capable of performing work must be submitted prior to her return of work.

20.04 An employee who wishes parental leave as per The Employment Standards Act 2000 must request a leave of absence in writing two (2) weeks in advance of the start date of above. An adoption certificate or proof of the child's birth must be submitted with the request.

20.05 An employee elected or nominated by the Union to attend Union conventions or meetings shall be granted a leave of absence without pay provided the proficient operations of the Plant are not unduly affected and that the Company is given at least one (1) week's notice in writing by the Union of such absence. Not more than four (**4**) employees in total or two (2) employees from any one department shall be entitled to such leave of absence at any

one time. Notwithstanding “absence without pay” in the first sentence of this subsection, a total of one hundred (100) hours cumulative for all members, shall be paid by the Company per contract year. It is agreed and understood that these one hundred (100) hours shall be used at the discretion of the Union. The Company and the Union agree that these hours are to be paid on the base rate, at straight time. Seniority will accumulate during such period.

20.06 International Union Leave

- (a) In the event that an employee is elected as an official of the United Steelworkers of America or appointed by the District Director of the United Steelworkers of America as a staff representative of the Union, the employee, upon written request by the International Office of the Union, will be granted a special leave of absence for the term of his/her elected office or appointment.
- (b) Company service for any such employee as specified above shall be retained for the period prior to his/her leave of absence and for the purpose of Article 12 Seniority only shall accumulate during such leave.
- (c) The Company will extend group insurance benefits (except weekly indemnity) provided that an employee, qualified under Article 20.06 (a), pays the premium amount for the coverage, by supplying monthly post dated cheques for the period of the leave and providing the insurance carrier is willing to continue benefits under this arrangement. In the event that a cheque is returned for any reason this coverage will be immediately discontinued for the individual employee.
- (d) The Company will extend group RRSP contributions provided that an employee, qualified under Article 20.06 (a), pays the amount of 3% times their hourly rate times 8 times working days in the month, by supplying monthly post dated cheques for the period of the leave and providing RRSP trustee is willing to continue benefits under this arrangement. In the event that a cheque is returned for any reason this benefit will be immediately discontinued for the individual employee.

ARTICLE 21 - NO WORK ON REPORTING

21.01 The Company agrees that an employee reporting for work on his/her designated shift unless otherwise notified the previous day in the case of day workers or a minimum of four hours prior to the start of the shift in the case of shift workers, shall be provided with least with four (4) hours of work for persons working the eight hour shift, or five hours of work for persons working the ten (10) shift, at his/her current rate of pay. If no work is available, the employee will be paid at his/her current rate of pay, four (4) hours on the eight (8) hour shift or five (5) hours on the ten (10) shift at the discretion of the Company.

21.02 The foregoing will apply where the Company has failed to post a notice or notify the employees as required, unless the inability to provide such notice is caused by being unable to reach employee by telephone or a breakdown in electrical or other service fire, accident, or other emergency beyond the control of the Company. An employee not at work on the day such notice is given or posted shall receive no pay for reporting.

However, in the event of a temporary shutdown due to lack of work, or materials, shortage of power, Act of God, or any other cause beyond the control of the Company after four (4) hours on the eight hour shift or five (5) hours on the ten hour shift, the employee will be paid only for the number of hours worked.

21.03 Substitute work shall be offered by the Supervisor to the employee and if the employee refuses to accept substitute work he/she will not be paid any reporting pay.

21.04 An employee who has completed his/her shift and has left the Company premises/punched out and is then recalled to work extra time, shall be paid time and a half, and will not receive less than the equivalent of four hours pay at the employees regular rate of pay for such additional work.

ARTICLE 22 - VACATIONS

22.01 The Company agrees to provide vacations as per schedule below. Earnings and years of service will be calculated on the twelve (12) month period ending June 30th.

- (a) Under six (6) months of service (4%) of total earnings.

- (b) One week vacation and four percent (4%) of total earnings for service between six (6) months and twelve (12) months.
- (c) Two weeks vacation and four percent (4%) of total earnings for service over one (1) year.
- (d) Three weeks vacation and six percent (6%) of total earnings for service over five (5) years.
- (e) Four weeks vacation and eight percent (8%) of total earnings for service over ten (10) years.
- (f) Five weeks vacation and ten percent (10%) of total earnings for service over twenty (20) years.

For the purpose of this clause, length of service shall mean length of service with the Company or any predecessor Company since 1961.

- (a) An employee may express his/her preference for the time of vacation and due consideration will be given and where possible his/her wishes will be granted at the convenience of the Company, based on departmental seniority and classification.
- (b) Vacations must be taken at the time most conducive to the efficient operation and maintenance of the plant and as scheduled by the Company.
- (c) Vacation schedules shall be posted the first week of January and completed March 1st of each year.
- (d) Vacations shall not be cumulative nor may they be substituted or exchanged without the permission of the Supervisor.
- (e) Vacations will be taken before the end of the calendar year unless unforeseen production requirements necessitate rescheduling in the following year.

ARTICLE 23 - BEREAVEMENT PAY

23.01 In the event of the death of a member of a permanent employee's immediate family, the employee will be granted a leave of absence with pay for time necessarily lost from work to a maximum of three (3) working days up to and including the day of the funeral at his/her regular rate of pay plus COLA for the

purpose of making arrangements for and attending the funeral. In the event that the burial does not immediately follow the funeral, one (1) Bereavement Day may be held over to permit the employee to attend the burial. In the event of the **loss** of a spouse or child the leave with pay will be 5 working days.

23.02 The term “member of an employee’s immediate family” referred to in Article 23.01 means spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather. For purposes of this Article, the term spouse is deemed to include common-law spouse as defined by the *Ontario Family Law Act*. Furthermore, the term spouse is deemed to apply to persons of the same sex provided such persons have maintained a relationship equivalent to a common-law relationship as defined by the *Ontario Family Law Act*.

23.03 In order to qualify for bereavement pay it shall be the employee’s responsibility to notify his/her supervisor as soon as possible following such bereavement.

23.04 In the event that a bereavement and funeral occurs in an employee’s vacation period, leave of absence or lay off, payment of wages under Article 23.01 and 23.03 shall not apply.

23.05 In the event the employee is unable to attend the funeral of a member of the employee’s immediate family, as defined in Article 23.02, one (1) working day will be paid.

ARTICLE 24 - TRAVELLING ALLOWANCE

24.01 Employees who are requested to work for the Company away from the plant will be entitled to following provisions:

- (a) Transportation to and from destinations will be provided by the Company. In the event that an employee uses his/her own vehicle, the current travel allowance of twenty-six (26) cents per kilometre will be paid by the Company.
- (b) Employees travelling on Company business on Saturdays will be paid at the rate of time and one half of the employee’s base rate for all the time travelled. Employees travelling on Company business on a Sunday or Statutory Holiday will be paid at the rate of double time of the employees base rate for the time travelled. The Company reserves the right to determine the method of travel, route

and departure time for the employees travelling on Company business.

- (c) Living expenses such as hotel rooms, meals, (to a maximum of \$22.00 per day for meals), etc., will be paid by the Company, as well as taxi fares, telegrams and telephone calls connected with Company business. Itemized expense accounts must be rendered together with all receipts and vouchers covering same.
- (d) When working on the job, conditions covering rates hours of work, overtime, etc., will be the same as when working in the home plant, and an accurate account of straight time and overtime work must be kept on the special forms provided for that purpose.

ARTICLE 25 - COST OF LIVING BONUS

25.01 A Cost of Living Bonus shall be determined on the basis of the Consumer Price Index using 1961+100. A Cost of Living Bonus of one cent (\$.01) per hour increase or decrease for each 1.0 point increase or decrease in the "Index" will be paid to all employees covered by this Agreement. These adjustments will be made in a like manner quarterly on all hours worked. The Statistics Canada Consumer Price Index released May 18, 1990, 494.2 (April CPI) will be the starting index for the quarterly adjustment. The Cost of Living Bonus will be paid on the first pay after the quarterly calculation. Notwithstanding the above, no COLA bonus will be paid until such time as the COLA exceeds 28¢ per hour per employee based on the formula and calculations stated in Article 25.01.

25.02 The Cost of Living Bonus amount will be added to the base rate annually.

ARTICLE 26 - SAFETY

26.01 The parties agree to co-operate in the prevention of accidents and enforcement of safety rules of the Plant, and Occupational Health & Safety Act of Ontario.

26.02 Employees who are injured at work and after having been treated by a physician and sent home because of such injuries, shall be paid at the rate of wages applicable for the balance of the

scheduled shift in which the injury occurred. In order to qualify for payment, the injured employee is also required to report to his Supervisor (unless physically unable) prior to leaving the plant.

26.03 The Company and the Union shall maintain a joint Health and Safety Committee in compliance with the Occupational Health and Safety Act consisting of not less than two (2) members elected or appointed by the Union and two (2) members appointed by the Company.

26.04 Employees must receive their WHMIS training within 45 days of their date of hire.

ARTICLE 27 - HEALTH CARE BENEFITS

27.01 The Company agrees to pay the full cost of Ontario Health Insurance Services for all permanent employees and their dependents.

27.02 The Company agrees to pay the 100% of the premium for Extended Health Care as outlined in the Manulife Financial Benefit Booklet.

27.03 The Company agrees to pay the billed premium of Group Life Insurance in the amount of one (1) times the employees annual base earnings, with accidental death and disability benefits for all permanent employees with the exception of those employees over 70 years of age, for whom the Company will pay the cost of such insurance in the amount of \$5,000.00. When the employee reaches his/her seventieth birthday, the insurance provided under this clause shall be reduced to the sum of \$5,000.00.

The Company will pay for a Dependent Life Insurance benefit in the amount of \$5,000.00 spouse and \$2,500.00 for each dependent child.

27.04 The Company agrees to pay the billed premium of sickness and accident coverage for permanent employees. The amount of weekly disability benefit will be 66 2/3% of his/her regular base rate plus cost of living not to exceed the maximum weekly Unemployment Insurance Benefit in effect under the Employment Insurance Regulations, as at the commencement of disability, and will continue for a maximum of twenty-six (26) weeks. The weekly disability benefit will be payable from the

first day of accident or from the eighth day of sickness. If the first day of hospitalization occurs before the eighth day of sickness, the benefits will commence on the day of hospitalization. If a surgical procedure is performed, (day surgery) the Health Care Benefit will be provided from the fourth day following such surgery. If a Doctor's certificate is provided to the Company the benefit will be provided from the fourth day following such surgery. If a doctor's certificate is provided to the Company the benefit will be provided from the day following such surgery.

27.05 The Company will pay 100% of the cost of the monthly premium for the cost of the Group Life Insurance Plan and 100% of the cost for the Weekly Disability Plan, and also 100% of the cost of Ontario Health Insurance as outlined in Article 27.01 for laid off employees for the balance of the month in which their layoff occurs. If recalled prior to the end of thirteen (13) weeks, the Company will pick up premiums for the period of layoff.

27.06 The Company will pay the cost of monthly premiums for Ontario Health Insurance Plan, as outlined in Article 27.01. Group Life Insurance Plan and Weekly Indemnity Plan for an employee with seniority who is on authorized leave of absence on account of illness or injury, up to but not exceeding a period of twenty six (26) weeks from the date on which the absence commenced, provided however, that the employee is actively at work for the Company at the date of commencement of the illness or injury.

27.07 The Company will pay 100% of the monthly premiums for the Manulife Financial Dental Care Benefit. The Ontario Dental Fee Schedule for 2001 will be used for all claims in 2002. The Ontario Dental Fee Schedule for 2002 will be used for all claims in 2003. The Ontario Dental Fee Schedule for 2003 will be used for all claims in 2004. The Ontario Dental Fee Schedule for 2004 will be used for all claims in 2005. Please refer to your Manulife Financial Benefit Booklet for a description of available benefits.

- Effective date of ratification, there will be a \$1,200.00 maximum per family member per year for level I and II services.
- Effective May 1, 2003, there will be a \$1,500.00 maximum per family member per year for level I and II services.

27.08 The Company will pay the cost of the monthly premiums for the Extended Health Care Plan for an employee with seniority who is on authorized leave of absence on account of illness or injury, up to but not exceeding a period of twenty six (26) weeks from the date on which the absence commenced, provided that the employee is actively at work for the Company at the date of commencement of the illness or injury.

27.09 The Company will pay the cost of the monthly premiums for the Extended Health Care Plan for laid off employees for the first thirty (30) days of layoff.

27.10 If a laid off employee obtains employment with another employer all benefits will be terminated, on the date employee obtains other employment.

27.11 Employees who are off work because of Workmen's Compensation disability, will be covered by the above plans during their entire period of absence. However, if it is determined by the Workmen's Compensation Board that the injured employee will be unable to return to our employ, the Company will cease to pay the premiums of his/her behalf.

27.12 Effective May 1, 2002 the Vision Care Benefit will be in the amount of \$200.00 every 24 months.

ARTICLE 28 - SAFETY SHOE ALLOWANCE

28.01 Effective date of ratification, the Company agrees to reimburse each employee toward the purchase of C.S.A. approved safety shoes of up to \$100.00 per contract year, with a valid receipt.

ARTICLE 29 - FOREMEN, SALARIED EMPLOYEES AND NON-BARGAINING UNIT EMPLOYEES

29.01 The Company agrees that it will not increase the duties of salaried or supervisory personnel so as to reduce the number of hourly rated employees in the Bargaining Unit. However, the Company reserves the right to control extent of duties performed by salaried and supervisory personnel for the following reasons:

- (a) volume of business in any individual department on a controlled basis.

- (b) work which presently falls within the foremen's or salaried employees' regular duties.
- (c) when instructing employees in the performance of their duties.
- (d) when qualified employees are not readily accessible.
- (e) in an emergency.
- (f) on experimental work.
- (g) on jigs and fixtures.

It is not the intent of the Company to employ salaried people performing hourly functions or use salaried employees for the performance of overtime work in the classification of an hourly rated employee who is available and willing to work.

29.02 It is further understood that the Company will not use students that are in the plant for job experience or college work-sharing programs, for production work that is performed by Union employees, if there are Union employees on lay off that have the skill and ability to do the job.

ARTICLE 30 – EMPLOYEE PENSION PLAN

Effective October 1, 1990 the Group Registered Retirement Savings Plan will be deposited into interest bearing funds or other Mutual funds as provided by the company and selected by the employee, in each of the individual's name. The Company will contribute 3% of the employee's gross earnings for employees having completed one (1) year of employment with the Company. The employee may make a basic contribution to the plan from zero (0) to eight (8) percent of his/her basic earnings. If an employee wishes to transfer funds to an individual RRSP they are advised to see Personnel between February 1st and February 28th annually.

ARTICLE 31 - AMENDMENTS TO AGREEMENT

Amendments to this agreement may be made with mutual consent of the Company and the Union in the following manner:

The party desiring an amendment shall notify the other party in writing, setting forth the amendment proposal. The other party shall within ten (10) days after receipt of such notice, reply in writing stating whether it accepts or rejects the proposed amendment(s) or whether it requests a conference to discuss the same. If a conference is requested, the same shall be held between the duly authorized representative(s) of the parties of this Agreement within ten (10) days after the delivery of the notice requesting such conference. If the parties hereto mutually agree upon the form of the proposed amendment(s) it shall forthwith be considered as incorporated in this Agreement. **If** both parties hereto do not agree upon the form of this proposed amendment(s) no such amendment shall be made.

Any amendment(s) to this agreement must be in writing and must be signed by the Union Negotiating Committee and by the Personnel Director or his designated representative and one other management official of the Company.

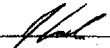
ARTICLE 32 - TERM OF AGREEMENT

32.01 This agreement shall be for a term of three (3) years, commencing on the first day of May 2002 and ending on the thirtieth (30) day of April 2005 and from year to year after that unless either party give notice in writing to the other within ninety (90) days of expiration of said term of its desire to bargain with a view to the renewal, with or without modification of this agreement.


32.02 The parties shall meet and commence bargaining within fifteen (15) days of receipt of such notice or within such further period as they may agree upon.

Signed this 8th day of November 2002 at
Brantford, Ontario.

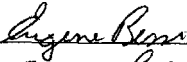
For the Company:



Janice Lake




Harry DiNicola

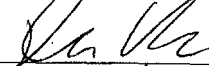


EUGENE BESSI

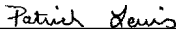
For the Union




TONY DA COSTA



Dean Kovacs



Patrick Lewis



RON WYATT

SCHEDULE "A"

1. Shift premiums shall be forty cents (.40) per hour for the second and third shift. This shall not apply in the case of overtime hours worked by the regular day shift.
2. The Company agrees to pay a premium of fifty cents (.50) per hour, over and above his/her base rate, to an employee working as a lead hand.
3. When an employee other than a lead hand is advised by his supervisor that he/she is left in charge, he/she will be paid a premium of \$0.50 per hour for hours that he/she is left in charge.
4. Employees engaged in on-site installation will be paid a premium of \$1.00 per hour for on-site installation time. Employees identified as being left in charge will receive an additional 50¢ per hour for on-site installation time.

SCHEDULE "B"

Schedule B		May 1, 2002		May 1, 2003		May 1, 2004	
Printing Department							
Classification							
Fully Automatic Press	A	17.98	20.78	18.34	21.20	18.71	21.62
	B	17.00	17.67	17.34	18.02	17.69	18.38
	C	16.16	16.69	16.48	17.02	16.81	17.36
	D	15.63		15.94		16.26	
Semi Automatic Press							
Hand tables	A	17.95	19.53	18.31	19.92	18.68	20.32
	B	16.97	17.67	17.31	18.02	17.66	18.38
	C	16.13	16.69	16.45	17.02	16.78	17.36
	D	15.63		15.94		16.26	
Mechanical Artist							
Computerlotter							
Vinyl Cutter	A	18.47	19.53	18.84	19.92	19.22	20.32
	B	17.45	18.16	17.80	18.52	18.16	18.89
	C	16.76	17.23	17.10	17.57	17.44	17.92
	D	16.00		16.32		16.65	

Computer Graphic Artist		18.47	19.53	18.84	19.92	19.22	20.32
Camera Platemaker Step & Repeat	A	18.47	21.15	18.84	21.57	19.22	22.00
	B	17.45	18.16	17.80	18.52	18.16	18.89
	C	16.76	17.23	17.10	17.57	17.44	17.92
	D	16.00		16.32		16.65	
Typesetter	A	19.43	21.15	19.82	21.57	20.22	22.00
	B	18.03	19.16	18.39	19.54	18.76	19.93
	C	16.90	17.46	17.24	17.81	17.58	18.17
	D	16.42		16.75		17.09	
Photo Screen Maker	A	18.32	18.86	18.69	19.24	19.06	19.62
	B	17.45	18.16	17.80	18.52	18.16	18.89
	C	16.76	17.23	17.10	17.57	17.44	17.92
	D	16.27		16.60		16.93	
Ink Technician	A	20.00	21.23	20.40	21.65	20.81	22.08
	B	18.31	19.72	18.68	20.11	19.05	20.51
	C	16.13	18.03	16.45	18.39	16.78	18.76
	D	15.67		15.98		16.30	

	Layout Artist Paper Stencil		16.01	17.67	16.33	18.02	16.66	18.38	
	Racker Inspector								
	Paper Stencil Cutter								
	Positive Filer		14.30	16.21	14.59	16.53	14.88	16.86	
	Stock Handler								
	Screen Washer								
	Janitor		14.44	16.46	14.73	16.79	15.02	17.13	
	Schedule B								
R	Maintenance Department								
	Classification								
		General Maintenance	A	18.47	20.10	18.84	20.50	19.23	20.91
			B	17.45	18.45	17.80	18.82	18.16	19.20
			C	16.87		17.21		17.55	
	Finishing Department								
	Classification								
		Packer Assembler	A	15.57	16.46	15.88	16.79	16.20	17.13
			B	15.05	15.46	15.35	15.76	15.66	16.08
			C	14.66	14.97	14.95	15.27	15.25	15.58
		D	14.44		14.73		15.02		

Die Cutter	A	17.45	17.94	17.80	18.30	18.16	18.67
	B	16.46	17.15	16.79	17.49	17.13	17.84
	C	14.92	16.05	15.22	16.37	15.52	16.70
	D	14.36		14.65		14.94	
Guillotine Operator Steel Rule Die Maker	A	18.11	19.28	18.47	19.67	18.84	20.06
	B	17.28	18.06	17.63	18.42	17.98	18.79
	C	15.38	16.85	15.69	17.19	16.00	17.53
	D	14.92		15.22		15.52	
Inventory Controller		16.46	17.45	16.79	17.80	17.13	18.16
Wet Mount Laminator	A	19.44	20.12	19.83	20.52	20.23	20.93
	B	18.03	19.16	18.39	19.54	18.76	19.93
	C	16.05	17.46	16.37	17.81	16.70	18.17
	D	15.49		15.80		16.12	
Litho Department Classification Feeder		16.32	20.83	16.65	21.25	16.98	21.68

Truck Driver		15.45	18.47	15.76	18.84	16.08	19.22
Classification							
Cabinet Maker	A	18.48	19.53	18.85	19.92	19.23	20.32
	B	17.47	18.16	17.82	18.52	18.18	18.89
	C	16.78	17.30	17.12	17.65	17.46	18.00
	D	16.27		16.60		16.93	
Machine Operator, Assembler, Stockkeeper, Warehouseman							
Plastic Fabricator, Spray Painter	A	17.98	18.48	18.34	18.85	18.71	19.23
	B	16.99	17.67	17.33	18.02	17.68	18.38
	C	16.16	16.69	16.48	17.02	16.81	17.36
	D	15.63		15.94		16.26	
Trim Saw Moulder Operator Tenoner	A	18.48	19.53	18.85	19.92	19.23	20.32
	B	17.47	18.16	17.82	18.52	18.18	18.89
	C	16.78	16.85	17.12	17.19	17.46	17.53

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Plastic Packer Assembler	A	15.57	16.46	15.88	16.79	16.20	17.13
	B	15.05	15.45	15.35	15.76	15.66	16.08
	C	14.66	14.97	14.95	15.27	15.25	15.58
	D	14.44		14.73		15.02	
Dry Mount Laminator	A	15.57	16.85	15.88	17.19	16.20	17.53
	B	15.05	15.45	15.35	15.76	15.66	16.08
	C	14.66	14.97	14.95	15.27	15.25	15.58
	D	14.44		14.73		15.02	
General Labourer							
Overall Pant		14.30	16.21	14.59	16.53	14.88	16.86

MEMORANDUM OF UNDERSTANDING


Maintenance Department Foreman:

The maintenance department foreman is a salaried employee whose responsibility is to oversee the installation and removal of equipment. To insure that the Company's equipment is in good working order and to maintain the continuity of production and safety of the employees in the Company. The maintenance supervisor will determine what work has to be performed relative to a malfunction or breakdown of equipment; these investigations will sometimes involve physical work to be performed to determine these problems.

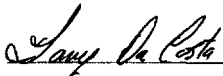
Dated at Brantford this 8th day of November, 2002.

For the Company:

For the Union



Janice Locke



Tony DaCosta

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

**UNITED STEELWORKERS OF AMERICA
LOCAL 16506-44**

RE: PERFORMANCE BONUSES

The Union and the employees hereby acknowledge the right of the Company to declare and provide Performance Bonuses to individual employees on the following basis -

1. The Performance Bonus shall be based on each individual employee's overall performance in the calendar year immediately preceding the week of December 31 of each calendar year period, as well as the individual employee performance on individual job assignments during the same calendar year.
2. In assessing each individual employee's overall performance and each individual employee's job assignments performances during the said calendar year period, the company shall be entitled to take into consideration but not limited to the following:
 - a) The individual employee's contribution to the company having exceeded the delivery date schedule(s) defined by the customer.
 - b) The employee's contribution in meeting or exceeding the quality standards criteria set by the customer.
 - c) The individual employee's attendance and punctuality records.
 - d) The employee's disciplinary record.
 - e) The employee's willingness to work overtime and any other individual contribution that the employee has demonstrated in order to ensure that the


Company has met or exceeded the delivery and quality expectations set by the customer.

3. It is understood and agreed that the declaration of Performance Bonuses, if any, and the amount of such Performance Bonuses paid out to each individual employee shall be at the sole discretion of the Company.
4. It is further understood and agreed that the administration, application or interpretation of this Letter of Understanding and the pay-out or non-pay-out of Performance Bonuses if any, shall not be the subject matter of any Grievance(s) or arbitration.


Dated at Brantford this 8th day of November, 2002.

For the Company:

For the Union



Janice Locke



Tony DaCosta

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

**UNITED STEELWORKERS OF AMERICA
LOCAL 16506-44**

**RE: SUSPENSION OF OPERATION, APPLICATION,
ADMINISTRATION AND/OR INTERPRETATION
OF ARTICLE 25 - COST OF LIVING BONUS**


The parties hereby agree that effective as of May 1, 2002 the operation, application, administration and/or interpretation of Article 25 is hereby suspended and shall remain suspended for so long as the Collective Agreement commencing May 1, 2002 remains in effect unless and until the parties execute a written Memorandum of Agreement expressly signifying that the suspension has been lifted and that the operation, application, administration and/or interpretation of Article 25.02 has been reinstated.

The parties further agree that there shall be no grievance or arbitration of any issue with respect to the operation, application, administration and/or interpretation of Article 25 so long as the suspension of the operation, application, administration and/or interpretation of Article 25 remain in effect.

Dated at Brantford this 8th day of November, 2002.

For the Company:

For the Union



Janice Locke



Tony DaCosta

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

UNITED STEELWORKERS OF AMERICA
LOCAL 16506-44

**RE: APPLICATION OF ARTICLE 18.02 WITH
RESPECT TO THE USE OF UPGRADED
EQUIPMENT**

The Company agrees to meet with the Union within sixty (60) days following ratification of the Collective Agreement for purposes of discussing issues raised by the Union regarding the application of Article 18.02 with respect to the use of upgraded equipment.

It is understood and agreed that the Company's participation in this meeting is without prejudice to any position that the Company may take asserting that the issue raised in the application of Article 18.02 is non-arbitrable.

It is further understood and agreed that the Company's participation in any such meeting is not deemed to cure any stale date objection that the Company may raise asserting that the issue raised by the Union is stale dated and therefore non-arbitrable.

Dated at Brantford this 8th day of November, 2002.

For the Company:

For the Union



Janice Locke



Tony DaCosta

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LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

UNITED STEELWORKERS OF AMERICA
LOCAL 16506-44

**RE: SELECTION OF ADDITIONAL ARBITRATORS
FOR PURPOSES OF ARTICLE 9.03**

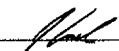
Whereas the parties agree that it is in their mutual interest to increase the slate of named arbitrators by two (2), the parties agree to apply the following procedure in selecting two (2) additional arbitrators:

- (1) Within sixty (60) days of confirmation of ratification of the terms of this Collective Agreement, the Union shall supply the Company with a list of six (6) names of arbitrators selected from the approved list of arbitrators established by the Ministry of Labour.
- (2) Within one week of receipt of said list, the Company shall notify the Union in writing of it's choice of one (1) arbitrator from the list of six (6) names provided by the Union.
- (3) Within sixty (60) days of confirmation of ratification of the terms of this Collective Agreement, the Company shall supply the Union with a list of six (6) names of arbitrators selected from the approved list of arbitrators established by the Ministry of Labour.
- (4) Within one week of receipt of said list, the Union shall notify the Company in writing of it's choice of one (1) arbitrator from the list of six (6) names provided by the Company.
- (5) Once written notifications of the selections outlined in Paragraphs 2 and 4 above have been communicated, the selected arbitrators shall be deemed to have been added to the list of arbitrators in Article 9.03.

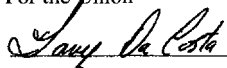
Dated at Brantford this 8th day of November, 2002.

For the Company:

For the Union



Janice Locke



Tony DaCosta