

COLLECTIVE AGREEMENT

between

STOREIMAGE PROGRAMS INC.,

- and -

RECEIVED
MAY 29 2007

**UNITED STEELWORKERS
LOCAL 16506-44**

May 1, 2005 to April 30, 2008

11473 (04)

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AGREEMENT

This agreement entered into at Brantford, Ontario as of the 1st day of ~~May~~, 2005.

BETWEEN:

STOREIMAGE PROGRAMS INC.

(Hereinafter referred to as "The Company")

-and-

UNITED STEELWORKERS-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,

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 shall deduct from the total amount from each pay of each employee covered by this Agreement **a sum** equal to the **Union** Dues of each employee including, where applicable, assessments.

Dues are defined for the purpose of **this** Article **as** the regular **Union** Dues in accordance with the International Union Constitution.

5.02 These dues, along with a list of names employees from whom such deductions have been made, together **with** a completed Dues remittance Form R-115, will be forwarded to the

International Secretary Treasurer
 United Steelworkers. AFL-CIO-CLC
 P.O. Box 13083, Postal Station A
 Toronto, Ontario M5W 1V7

in such **form** as shall be directed by the Union to the Company-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, The above information and Form R-115 also shall be sent to the Union office designated by the Area Co-ordinator.

- 5.03** The Union shall indemnify and save the Company harmless against all claims or other form of liability that may arise out of **any** actions **taken** in compliance **with** this article.
- 5.04** The Company, when preparing T-4 slips for the employees, will **enter** the amount of Union dues paid by the employee **during** the previous year.

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** 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 grievor** may attend Step 3 of the grievance procedure upon mutual agreement of the **Union and Employer**. 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 presented directly to the Personnel Manager or designate **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 thereby 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 last.
- (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 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 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 far 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 straightrate 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 25¢ 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 perform 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 perform.
- (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 OR 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 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 2004 will be used for all **claims in 2005, effective the date of ratification of this collective agreement**. The Ontario Dental Fee Schedule for 2005 will be used for all claims in 2006. The Ontario Dental Fee Schedule for 2006 will be used for all **claims** in 2007. The Ontario Dental Fee Schedule for 2007 will be used for all claims in 2008. Please refer to your Manulife Financial Benefit Booklet for a description of available benefits.

- *Effective May 1, 2003, there will be a \$1500.00 maximum per family member per year for level I and level 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.

27.13 The Employer agrees to reimburse each employee toward the purchase of CSA approved safety glasses, to a maximum of \$150 every 2 years, upon the employee providing the Employer with a valid receipt. It is agreed that this provision shall apply in respect of safety glasses purchased on or after February 1, 2005.

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~~.

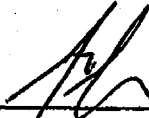
ARTICLE 32 - TERM OF AGREEMENT

32.01 ~~This~~ agreement shall be for a term of three (3) years, commencing on the first day of May 2005 and ending on ~~the thirtieth~~ (30) day of April 2008 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 6th day of March 2008 at Brantford, Ontario.

For the Company:



Larry Di Nicola




LARRY VALERIOTTE

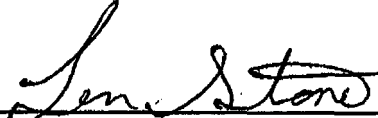


SHAWN TRELOR

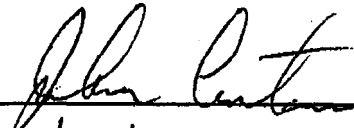
For the Union



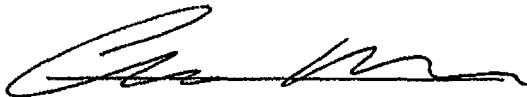
CESAR RODRIGUEZ

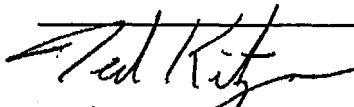


LEN STONE



JOHN CENTURINO





TED KITZMAN

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 (\$0)** 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		1-May-05		1-May-06		1-May-07	
Printing Department							
Classification							
Fully Automatic Press	A	18.90	21.84	19.18	22.17	19.76	22.84
	B	17.87	18.56	18.14	18.84	18.68	19.41
	C	16.98	17.53	17.23	17.79	17.75	18.32
	D	16.42		16.67		17.17	
Semi Automatic Press							
Hand tables	A	18.87	20.52	19.15	20.83	19.72	21.45
	B	17.84	18.56	18.11	18.84	18.65	19.41
	C	16.95	17.53	17.20	17.79	17.72	18.32
	D	16.42		16.67		17.17	
Mechanical Artists							

Computer lotter

Vinyl Cutter

A	19.41	20.52	19.70	20.83	20.29	21.45
B	18.34	19.08	18.62	19.37	19.18	19.95
C	17.61	18.10	17.87	18.37	18.41	18.92
D	16.82		17.07		17.58	

Computer Graphic Artist

	19.41	20.52	19.70	20.83	20.29	21.45
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Camera

Platemaker

Step & Repeat

A	19.41	22.22	19.70	22.55	20.29	23.23
B	18.34	19.08	18.62	19.37	19.18	19.95
C	17.61	18.10	17.87	18.37	18.41	18.92
D	16.82		17.07		17.58	

Typesetter

A	20.42	22.22	20.73	22.55	21.35	23.23
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		B	18.95	20.13	19.23	20.43	19.81	21.04
		C	17.76	18.35	18.03	18.63	18.57	19.19
		D	17.26		17.52		18.05	
Photo Screen Maker		A	19.25	19.82	19.54	20.12	20.13	20.72
		B	18.34	19.08	18.62	19.37	19.18	19.95
		C	17.61	18.10	17.87	18.37	18.41	18.92
		D	17.10		17.36		17.88	
Ink Technician		A	21.02	22.30	21.34	22.63	21.98	23.31
		B	19.24	20.72	19.53	21.03	20.12	21.67
		C	16.95	18.95	17.20	19.23	17.72	19.81
		D	16.46		16.71		17.21	
Layout Artist Stencil	Paper		16.83	18.56	17.08	18.84	17.59	19.41

Racker Inspector

Paper Stencil Cutter

Positive Filer

15.03 17.03 15.26 17.29 15.72 17.81

Stock Handler

Screen Washer

Janitor

15.17 17.30 15.40 17.56 15.86 18.09

Schedule B

Maintenance
Department

Classification

General Maintenance A

19.42 21.12 19.71 21.44 20.30 22.08

B

18.34 19.39 18.62 19.68 19.18 20.27

C

17.73 18.00 18.54

Finishing Department**Classification**

Packer Assemble	A	16.36	17.30	16.61	17.56	17.11	18.09
	B	15.82	16.24	16.06	16.48	16.54	16.97
	C	15.40	15.74	15.63	15.98	16.10	16.46
	D	15.17		15.40		15.86	

Die Cutter	A	18.34	18.86	18.62	19.14	19.18	19.71
	B	17.30	18.02	17.56	18.29	18.09	18.84
	C	15.68	16.87	15.92	17.12	16.40	17.63
	D	15.09		15.32		15.78	

Guillotine Operator

Steel Rule Die Maker	A	19.03	20.26	19.32	20.56	19.90	21.18
	B	18.16	18.98	18.43	19.26	18.98	19.84

	C	16.16	17.71	16.40	17.98	16.89	18.52
	D	15.68		15.92		16.40	
Inventory Controller		17.30	18.34	17.56	18.62	18.09	19.18
Wet Mount Laminator	A	20.43	21.14	20.74	21.46	21.36	22.10
	B	18.95	20.13	19.23	20.43	19.81	21.04
	C	16.87	18.35	17.12	18.63	17.63	19.19
	D	16.28		16.52		17.02	
Litho Department							
Classification							
Feeder		17.15	21.90	17.41	22.23	17.93	22.90
Pressman 32"							
Second Pressmar		21.11	25.66	21.43	26.04	22.07	26.82

Pressman 48"	22.29	26.84	22.62	27.24	23.30	28.06
Pressman 50"	22.29	28.33	22.62	28.75	23.30	29.61
Litho Stripper	22.48	25.97	22.82	26.36	23.50	27.15
Helper	15.45	17.03	15.68	17.29	16.15	17.81

Schedule B

Shipping Department

Classification

Shipper/Receiver	A	18.34	18.86	18.62	19.14	19.18	19.71
	B	17.30	18.02	17.56	18.29	18.09	18.84
	C	15.68	16.89	15.92	17.14	16.40	17.65
	D	15.09		15.32		15.78	

Inventory Stockhandler	19.21	19.75	19.50	20.05	20.09	20.65
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Shippers Helper	15.17	17.30	15.40	17.56	15.86	18.09
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Truck Driver	16.24	19.41	16.48	19.70	16.97	20.29
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**Woodworking
Department**

Classification

Cabinet Maker	A	19.42	20.52	19.71	20.83	20.30	21.45
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	B	18.36	19.08	18.64	19.37	19.20	19.95
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	C	17.63	18.18	17.89	18.45	18.43	19.00
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	D	17.10		17.36		17.88	
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Machine Operator

Assembler, Stockkeeper,

Warehouseman

Plastic
Fabricator, Spray
Painter

A	18.90	19.42	19.18	19.71	19.76	20.30
B	17.86	18.56	18.13	18.84	18.67	19.41
C	16.98	17.53	17.23	17.79	17.75	18.32
D	16.42		16.67		17.17	

Trim Saw

Moulder Operato

Tenoner

A	19.42	20.52	19.71	20.83	20.30	21.45
B	18.36	19.08	18.64	19.37	19.20	19.95
C	17.63	17.71	17.89	17.98	18.43	18.52

Plastic
Assembler

Packer A

16.36	17.30	16.61	17.56	17.1	18.09
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B	15.82	16.24	16.06	16.48	16.54	16.97
C	15.40	15.74	15.63	15.98	16.10	16.46
D	15.17		15.40		15.86	

17.71 16.61 17.98 17.11 18.52

B	15.82	16.24	16.06	16.48	16.54	16.97
C	15.40	15.74	15.63	15.98	16.10	16.46
D	15.17		15.40		15.86	

General Labourer

Overall Pant

15.03 17.03 15.26 17.29 15.72 17.81

MEMORANDUM OF UNDERSTANDING

Maintenance Department Foreman:

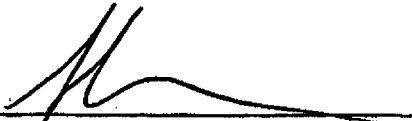
The maintenance department **foreman** is a salaried employee whose responsibility is to oversee the installation **and** removal of equipment. To insure that the Company's equipment is in good **working** order **and** to **maintain** the continuity of production and **safety** of **the** employees 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 5th day of MAY

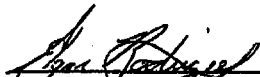
~~2008~~
~~2005~~ *by*

For the Company:

For the Union



Larry DiNicola



Edgar Rodriguez

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

**UNITED STEELWORKERS
LOCAL 16506-44**

RE: PERFORMANCE BONUSES

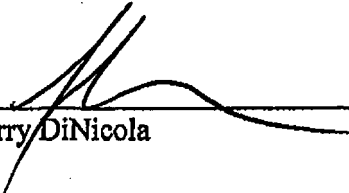
The **Union** and the employees hereby acknowledge the **right** of the Company to declare and provide Performance Bonuses to individual employees **on** the following basis -

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 5th day of May, ²⁰⁰⁶~~2005~~.

For the Company:


Larry DiNicola

For the Union


Edgar Rodriguez

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

UNITED STEELWORKERS
LOCAL 16506-44

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

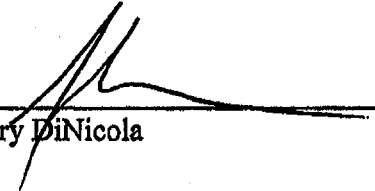
The parties hereby **agree** that effective **as** of May 1, 2002 the operation, application, administration and/or interpretation of Article 25 is hereby suspended and shall **remain** suspended for so **long as** the Collective Agreement commencing May 1, 2002 **remains** in effect **unless and until 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**.

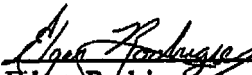
The parties further **agree** that there shall be no grievance or arbitration of any **issue** with respect to the operation, application, administration and/or interpretation of Article 25 **so long as** the suspension of the operation, application, administration and/or interpretation of Article 25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

Dated at Brantford this 5TH day of May, ~~2005~~²⁰⁰⁶ *ER*

For the **Company**:

For the Union


Larry DiNicola


Edgar Rodriguez

LETTER OF UNDERSTANDING

Between:

STOREIMAGE PROGRAMS INC.,

- and -

UNITED STEELWORKERS
LOCAL 16506-44

RE: JOB DESCRIPTIONS

Within sixty (60) days from the date of ratification, the Company and the Union shall meet with a view to reviewing classifications and to developing job descriptions that reflect the duties being performed by the employees.

Dated at Brantford this 5th day of May, ~~2005~~ ²⁰⁰⁶ *ER*

For the Company:

For the Union


Larry DiNicola


Edgar Rodriguez

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