COLLECTIVE AGREEMENT

BETWEEN

BINGO PRESS & SPECIALTY LIMITED

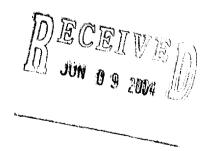
hereinafterreferredto as "The Company"

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)

AND IT'S LOCAL 462

hereinafter referred to as "The Union"



EFFECTIVE DATE: APRIL 1^{st,} 2003 TERMINATION DATE: MARCH 31ST, 2006

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ARTICLE 1 - PURPOSE

1:01 The purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one party to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the understandings covering rates of pay, hours of work, grievance procedure and conditions of employment.

ARTICLE 2 - SCOPE AND RECOGNITION

2:01 Bingo Press & Specialty Limited recognizes National Automobile Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) and its Local462 as the bargaining agent with respect to rates of pay, hours of work and other conditions of employment for its employees in the City of St. Catharines, Ontario save and except supervisors, persons above the rank of supervisor, office, clerical and sales staff, Electronic Service Technicians, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and security guards.

ARTICLE 3 - NO DISCRIMINATION/HARASSMENT

- **3.01** The parties agree that there shall be no discrimination, interference, restriction or coercion as a result of an employee's membership or activities in the Union or lack thereof.
- 3.02 The parties recognize that harassment as defined by the Human Rights Code of Ontario is against the law. The Company opposes workplace harassment and is committed to ensuring that all employees will enjoy a safe work environment free from unreasonable interference, intimidation, hostility or offensive behavior on the part of customers, visitors, managers or co-workers.
- 3.03 Complaints will be treated fairly and evenhandedly in order to prevent frivolous or malicious accusations with ultimate resolution under the Human Rights Code of Ontario.

ARTICLE 4 - INTERPRETATION

4.01 In this Agreement unless otherwise indicated by the context, the plural shall include the singular and the masculine shall include the feminine and vice versa.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and agrees that it is the exclusive function of the Company to manage its affairs and operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and enhance its public reputation and confidence and to direct its employees to achieve the Company's goals in such manner as it determines.

5.02 Without restricting the generality of the above, the Union also acknowledges that it is the exclusive function σ management to:

- (A) maintain order and efficiency;
- (B) hire, promote, demote, transfer, layoff, retire, classify, reclassify, evaluate, appraise;
- (C) discipline, suspend or discharge employees for just cause without notice subject to the grievance/arbitration procedure.
- (D) make, establish, maintain, enforce and alter from time to time reasonable rules and regulations, policies and practices relating to the protection of its property, the maintenance of confidential information regarding customers and clients, the promotion of safety and the general conduct and procedures for employees; and
- **(E)** generally manage the enterprise and without restricting the generality of the foregoing, to plan, direct, locate, extend, curtail or cease operations, to control and inspect operation systems, methods and services, to abolish or change any job, department, operation and service, to assign duties, to determine reporting relationships, to direct employees, to determine the complement, classification and location of employees from time to time, to alter and evaluate standards and performance, the methods, procedures and the kinds and location of equipment and facilities to be used and services provided, to introduce new and improved methods or facilities, to determine the schedules of work and overtime.
- **5.03** The Company's failure to exercise any function hereby reserved to it or in exercising any function or right in a particular way shall not **be** deemed a waiver of its rights to exercise such functions or rights, nor preclude the Company from exercising the same in some other manner not in conflict with the express provisions of this Agreement.
- 5.04 The Company agrees that these functions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE 6 - UNION SECURITY

- 6.01 Employees at the time of the ratification of this Agreement will have Union dues and any special assessments as directed by the Union deducted from their wages in the third pay of each month as a condition \mathbf{d} their continued employment.
- 6.02 New employees are required to pay an Initiation Fee and must sign an "Application for Membership Card" as a condition of their employment. Union dues will be deducted from new employees on the next dues deduction pay. Copies of the application for membership card signed in the previous month shall be forwarded to the Union Office with the monthly dues remittance.
- 6.03 The Company agrees to deduct the amounts specified by the Union as Local Union Initiation Fees, regular Union dues and special assessments from the wages of employees

covered by this Agreement and remit such monies to the Union presently located at 274 Alliance Road, Unit #1, Milton, Ontario, L9T 2V2, on or before the 15th of the month following the month in which such deductions were made along with Form RW201. The Company will at the same time submit a list of employees, in alphabetical order, from whose pay such deductions have been made including their addresses and rates of pay.

- 6.04 The Union shall notify the Company of the amount of regular Union dues following ratification of the Agreement. If the amount of deduction **is** modified during the term of the Agreement, the Company shall be given thirty (30) days to effect the new amounts.
- **6.05** Where an employee does not have sufficient wages in any pay period to permit such deductions, the Company shall make such deductions from subsequent wages as directed by the Union.
- 6.06 The Union agrees to hold the Company completely harmless from and against all claims and demands against the Company by any person arising out of the deductions under this Article.
- 6.07 The Company will show the full amount of Union dues paid by employees during the previous calendar year on their T-4 slips.
- 6.08 The Company agrees to provide the following data to the Union;
 - employees transferred into or out of the bargaining unit
 - employees on a prolonged leave of absence or illness
 - employees on lay-offs or recalls
 - the death of an employee
 - notification of supervisor changes
 - copy of overtime posting/the hours worked in a month

ARTICLE 7 - NO CESSATION OF WORK

- 7.01 In view of the orderly procedures established in this Agreement for the handling of grievances, the Union, its officers, representatives or the employees agree that there will be no strike, picketing, slowdown or work stoppage either complete or partial during the life of this Agreement.
- 7.02 The Company agrees that there will be no lockout of employees during the life of this Agreement.
- 7.03 The term "strike" and "lockout" shall be defined in accordance with the definitions set out in the Ontario Labour Relations Act.
- 7.04 The Union agrees that it will not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other employer and the

employees of such other employer.

- 7.05 If employees engage in any of the above mentioned conduct, the Union agrees that the Union, its officers or representatives shall immediately cease and/or repudiate such conduct when it **is** made aware.
- 7.06 The Union and its members agree that they will continue to perform their normal duties on the Company's premises notwithstanding the activities or conduct of any Union or any person or group of persons.
- 7.07 It is agreed that employees contravening the provisions of this Article will be subject to severe disciplinary action up to and including discharge.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 (A) The Company agrees to recognize a maximum of eight (8) Union Stewards, and eight (8) Alternate Union Stewards each with more than twelve (12) months seniority and one of whom shall be a Plant Chairperson as appointed by the Union for the purposes of handling grievances. The Union shall notify the Company in writing of the names of such stewards at the time of their appointment as well as subsequent changes and the Company shall not be required to recognize any steward until it has been notified.
- (B) An alternate steward will be recognized during periods of absence of a shop steward.

8.02 The Stewards will be designated as follows:

Two (2) from Bingo Two (2) from Bingo Press

Two (2) from Nevada Two (2) from Building "B"

- **8.03** The stewards shall be permitted necessary time off work without loss of pay for the purpose of processing grievances during working hours in the plant provided:
- (A) they obtain prior permission from their Supervisor which shall not be unreasonably withheld;
- (B) if the steward's presence is requested by the aggrieved employee, the steward must obtain prior permission from the aggrieved employee's Supervisor;
- (C) subject to operational requirements, such time off shall be of reasonable length and shall not unduly impair the efficient operation of the business; and
- (D) they report back to their Supervisor before resumption of their duties.
- 8.04 (A) The Union Bargaining Committee members shall be the Plant Chairperson and three (3) other employees each having more than twelve (12) months seniority appointed

by the Union as well as a full-time Staff Representative of the Union. Time spent at negotiations shall be with pay. The Company shall pay regular wages to such employees when absent for negotiations.

- (B) The Union Bargaining Committee shall upon one week's notice, in writing, be allowed off work one (logay, without pay, in the month preceding the month in which the contract expires and one further day without pay following ratification of a Memorandum of Agreement.
- 8.05 (A) The Company will recognize a full-time representative of the Union for the purposes provided in this Agreement upon notification, in writing, from the Union. Such representativemay enter the plant to interview employees and deal with the administration of the Agreement upon obtaining prior permission from the Manager Human Resources or designate. It is agreed that such visits will be timed to cause as little disruption as possible to the normal conduct of the Company's business. The representative shall not enter the production areas of the plant, but may visit the lunchroom. If privacy is required, the Company will attempt to allocate a private area for such meeting.
- (B) If there is an interim appointment as full time representative by the Union for any reason, they shall verbally notify the Manager Human Resources or designate. The Company shall not be required to recognize such interim full-time representative of the Union until it has been so notified.
- 8.06 No individual member or group of members shall undertake to represent the Local Union at a meeting with Management without proper authorization from the Local Union.
- 8.07 Except as otherwise provided in this Agreement or as necessary in connection with the processing of grievances, the Union agrees that neither it nor any of the employees will engage in Union activities during working hours or hold meetings at any time on the Company's premises or distribute or cause to be distributed any flyers, pamphlets, Union publications or the like during working hours or on the Company's premises. The Union will be allowed to distribute its newsletter by arrangement through the Manager Human Resources or designate.
- 8.08 The Company agrees that employees may wear Union pins and logos while on duty, provided they meet safety requirements.
- 8.09 Except as otherwise specifically provided in this Agreement, all correspondence from the Union to the Company arising out of this Agreement or incidental thereto shall be forwarded to the Manager Human Resources or designate.
- 8.10 A Union Steward will be present at a meeting when any member of the bargaining unit is expected to be suspended or discharged. Such member will be allowed fifteen (15)

minutes after the meeting to discuss the disciplinary matter with the Union Steward.

- **8.11** The Company agrees to notify the Plant Chairperson of a scheduled induction/orientation session so that he or his delegate may attend in the presence of a Company representative to meet new employees that will be members of the bargaining unit for purposes of introducing the Union and its benefits.
- **8.12** The Company agreed to provide a Union Office with a desk, chair, phone, fax and locking filing cabinet, for the exclusive use by the Union Committee.
- 8.13 It is agreed that the Chief Steward will be assigned to the day shift.
- **8.14** The Company agrees to allow the Plant Chairperson, five **(5)** hours per week, paid by the Company, to conduct Union business. This time will be designated, one **(1)** hour per day, between **2:30** p.m. and **3:30** p.m. Monday through Friday.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

9.01 Should any difference arise between the Company and any of the employees, or between the Company and the Union, as to the interpretation, application or alleged violation of any of the provisions of the Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

Complaint: The parties agree that a grievance may not be processed unless the employee or employees concerned have met to discuss the complaint with their Supervisor within five (5) working days from the occurrence of the incident which gave rise to the complaint. The employee or employees may request the presence of their Union Steward at this meeting if they so desire. The Supervisor shall render a verbal decision on the complaint within two (2) working days following such meeting.

9.02 Grievance Procedure A. Step No. 1

- 1. Failing satisfactory resolution as a complaint and within three (3) working days of the verbal decision by their Supervisor, employees may present a grievance in writing to their Department Manager on a form approved by the parties. Such grievance shall be dated, state the nature of the grievance, the clause or clauses alleged to have been violated and shall be signed by the grievor and the Union Steward.
- 2. The Department Manager or designate shall meet to discuss the grievance with the Grievor and if so requested the Union Steward within three (3) working days of receiving the grievance and shall render a written decision on the grievance within three (3) working days following such meeting.

The Union will make a determination **as** to the merits in proceeding with the grievance.

B. Step No. 2

- 1. Failing satisfactory resolution of the grievance at Step No. 1, the Union Steward may refer the grievance in writing to the Manager Human Resources within three (3) working days from the date of the written decision at Step No.1.
- 2. The Vice President, Manufacturing and the Manager, Human Resources or their respective designates shall meet to discuss the grievance with the Plant Chairperson, National Representative and a Steward with the grievor, if so requested by either party, within three (3) working days of receiving the grievance at Step No. 2 and shall render a written decision on the grievance within five (5) working days following such meeting.

C. Step No. 3 - Arbitration

- 1. If a resolution is not arrived at with the rendering of the decision at Step No. 2, the matter in dispute may be referred to arbitration. The party referring the matter to arbitration shall notify the other party in writing of its intention to so proceed within ten (10) working days.
- 2. (A) The notice from the referring party shall contain the name of such party's nominee to a Board of Arbitration. The recipient of such notice shall inform the other party of the name of its nominee to the Board of Arbitration within five (5) working days. Within ten (10) working days of the recipient's notice, the members nominated by the parties to the Board of Arbitration shall endeavor to agree upon some impartial person to act as Chairperson for the Board of Arbitration. If the parties fail to name a nominee or the nominees are unable to agree upon a Chairperson, either party may request the Minister of Labour for the Province of Ontario to appoint a Chairperson in accordance with the relevant provisions of the Ontario Labour Relations Act.
- (B) If agreed by both the Company and the Union, the matter in dispute may be referred to a Mediation/Arbitration settlement process, instead of proceeding to an Arbitration hearing, which shall be binding upon the parties.
- 3. Any person who has been involved in an attempt to negotiate or settle the grievance may not be appointed to a Board of Arbitration.
- 4. The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to make or substitute any new provisions in lieu thereof, or to give any decision or award contrary to the terms of this Agreement or in any way to modify, add to or detract from any provision of this Agreement.
- 5. The Board of Arbitration shall hear and determine the grievance, including any question as to whether the grievance is arbitrable and shall issue a decision or award which shall be final and binding upon the parties hereto and upon any employee or employees concerned.

- 6. If the Board of Arbitration awards compensation, it shall be based on the employee's regular rate of pay for the number of normal hours of work the employee would otherwise have worked less any monies earned or attributable to the employee including any Employment Insurance or Workers' Safety and Insurance benefits received or receivable by the employee in respect of the period of discharge.
- 7. Each party shall pay the fees and disbursements for their nominee to the Board of Arbitration and one-half of the fees and disbursements for the Chairperson of the Board of Arbitration.
- 8. Except where a Board of Arbitration has declined jurisdiction, an employee can not take any court action without having first exhausted the Grievance Procedure.
- 9. Notwithstanding anything contained in this Agreement, either party may request the Minister of Labour pursuant to Section 49 of the Ontario Labour Relations Act, to refer **a** grievance to **a** single Arbitrator.
- 10. No matter may be submitted to arbitration which has not been properly carried through all Steps of the grievance procedure.

9.03 Discharge Grievance

- (A) Employees shall not be discharged except for just cause. A grievance alleging unjust discharge shall be submitted by the Plant Chairperson, Union Representativeor, if both are absent, a Union Steward, at Step No. 2 of the grievance procedure. Notwithstanding the foregoing, the Company may at its sole discretion terminate employees during their probationary period for any reason without recourse to the grievance procedure by the employee or the Union.
- (B) It is understood and agreed that the causes for which the Company may impose severe disciplinary action up to and including discharge include but are not restricted to the following:
- 1. consuming, possessing or being under the influence of alcohol or harmful or illegal drugs while on duty;
- sleeping while on duty;
- 3. indecent behavior;
- 4. theft or dishonesty:
- 5, breach of confidentiality;
- 6. willful destruction of Company property;
- 7. fighting
- 8. endangering their own life of the lives of others;
- 9. falsification of employment application relating to employment history or criminal record and

10. criminal conviction for an offense

9.04 Company Grievance

The Company may file a grievance in writing at Step No. 2 of the procedure on the form set out in Step No. I within five (5)working days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose. The Plant Chairperson and the National Representative, if so requested, shall meet with the Vice President Manufacturing and the Manager - Human Resources or their respective designates to discuss the grievance within three (3) working days of its receipt and shall render a written decision on the grievance within three (3) working days following such meeting.

9.05 Policy Grievance

The Plant Chairperson, Union Representativeor, if both are absent, a Union Steward, may submit a grievance concerning an issue which directly affects the interests of the Union as a party to the Agreement at Step No. 2 of the grievance procedure; it being understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance.

9.06 Group Grievance

The Plant Chairperson, Union Representativeor, if both are absent, a Union Steward, shall have the right to initiate a group grievance involving 3 or more aggrieved employees identified by clock number and name at Step No. 2 of the procedure.

9.07 General

- (A) When it is necessary at any step of the procedure for a grievance submission, or reply by mail, it shall be by registered mail or fax. The document shall be deemed to be presented on the date that it is registered or faxed and shall be deemed to be received on the date that it is delivered to the appropriate representative of the recipient party.
- (B) The time limits in the grievance procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld where there are reasonable grounds for the extension and the party consenting to the extension will not be prejudiced by such extension nor shall such extension for any one grievance be a precedent or waiver of the time limits for subsequent grievances.
- (C) No disciplinary action shall remain against an employee's record for a period longer than six (6) months of employment from the date of assessment for a verbal warning or written warning, and one year (10) employment for the suspension of an employee.

ARTICLE 10 - UNION/MANAGEMENT MEETING

10.01 Upon the submission of an agenda by either party, a Union/Management meeting shall be held at a mutually agreed upon time and place for the purposes of discussing such agenda and other matters of mutual concern. These meetings shall not be used to discuss

items which would normally be handled through the grievance procedure nor shall they be held more frequently than once a month.

10.02 The Committee shall be composed of three (3) members from each party.

ARTICLE 11 - BULLETIN BOARDS

- 11.01 The Company agrees to permit the Union to post notices of meetings or Union business on Bulletin Boards supplied by the Company and provided that such notices are initialed by both the Plant Chairperson and the Manager Human Resources or their respective designates.
- 11.02 These Bulletin Boards will be located in (1) the press area, (2) at the Nevada area punch clock, (3) at the main punch clock area and (4) in building "B" (5) and in the warehouse.
- 11.03 These Bulletin Boards shall be for the exclusive use to post Union material.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company, upon a written request from the Union and at its sole discretion, shall consider granting leaves of absence, without pay, benefits or **loss** of seniority to:
- (A) Employees selected by the Union to fill an office or act in any capacity for the National Union. Such requests will be limited to a maximum of two (2) employees at any one time, must be made at least eight (8) weeks in advance of the commencement of the leave, do not exceed one (1) year in duration and will be granted provided they will not impair the efficient operation of the business. If employees granted leaves of absence under this provision plan to return to work prior to or at the expiration of their leave of absence, they must notify the Company four (4) weeks in advance of their return.
- (B) Employees selected by the Union to attend to Union business. Such requests must be made at least two (2) weeks in advance of the commencement of the leave, do not exceed one (1) week in duration and will be granted provided they will not impair the efficient operation of the business.
- 12.02 The Company, upon a written request from employees and at its sole discretion, shall consider granting compassionate leaves of absence, without pay, benefits or loss of seniority and provided the requesting employee does not have outstanding vacation. Such requests must be made at least two (2) weeks in advance of the commencement of the leave, indicate clearly the reason for the leave and will be granted provided they will not impair the efficient operation of the business.
- 12.03 When a leave of absence is granted, the Company will send a letter to the employee confirming the commencement and expiration of the leave and shall forward a copy of

same to the Union.

ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE

13.01 Employees who qualify for pregnancy and parental leave shall be granted such leave in accordance with the Employment Standards Act of the Province of Ontario and the regulations established thereunder.

- 13.02 The Company agrees to have a representative from its Human Resources Department meet with employees who are granted pregnancy/parental leave to explain the terms of the Employment Standards Act of the Province of Ontario and the regulations established thereunder as they relate to such leave.
- 13.03 Employees having completed more than six (6) months of continuous employment when they begin a pregnancy or parental leave will be paid for *two* (2) weeks upon their return to work at the rate which they were receiving prior to the commencement of the leave. Payment will be in a lump sum with applicable statutory deductions in the employee's first scheduled pay day following their return to work.

ARTICLE 14 - BARGAINING UNIT SENIORITY

- 14.01 Employees shall be on probation for the first ninety (90) days working for the Company. Probationary employees shall not be entitled to any of the seniority rights or benefits granted by this Agreement nor shall they be entitled to process a grievance. Upon completion of their probationary period, their names shall be added to the seniority list and their bargaining unit seniority shall date from the time they first commenced work for the Company.
- 14.02 (A) Bargaining unit seniority is the relative status of employees as measured by length of service with the Company and employment shall be deemed to have commenced on the day on which the employee was last hired to work with the Company. When two (2) or more employees have the same bargaining unit seniority date, the employee with the lower employee number will be considered more senior.
- (B) Bargaining unit seniority is the principle of granting preference to employees for promotions, demotions, vacations, layoffs, recall after layoffs and shift schedules in accordance with length of service only when the following factors are relatively equal:
- 1. qualifications and skills; and
- 2. employment record
- (C) The Company shall post a seniority list of bargaining unit employees indicating employees' names and length of service with the Company within thirty (30) days of ratification of the Agreement together with an advisory that employees have a thirty (30) day period to review and challenge any errors regarding their seniority.

- (D) The Company shall post the seniority list prominently in the workplace every six (6) months and a copy of such list shall be forwarded to the Union.
- **14.03** If employees with seniority are displaced from their regular jobs due to a reduction or job redundancy in the work force, the Company will assign them to the highest paying job which they have previously performed and is held by an employee with less seniority. If such a job is not available, the Company will assign such employees to the highest paying job which they are qualified to perform under Article **14.02** (B). Which the Company requires to be performed or which will become available by layoff.
- **14.04** Employees shall be entitled to Notice of Lay-off in accordance with the Employment Standards Act of the Province of Ontario and the regulations established thereunder.
- **14.05** Employees will be recalled on the basis of seniority and subject to the provisions of Article **14.02(B)**. Employees being recalled will be so notified by registered mail to their last address on record with the Company and shall make themselves available within five (5) working days after the mailing of such notice.
- **14.06** A break in seniority shall be deemed to have occurred and employment shall be terminated if employees;
- (A) resign;
- (B) retire;
- (C) are laid off for more than twelve (12) consecutive months
- (D) are discharged and such discharge is not reversed through the grievance procedure;
- (E) fail to report to work within five (5) working days of the date that a Notice of Recall is sent by registered mail to the employee's last address as shown on the Company's records:
- (F) fail to report to work for the scheduled shift immediately following the expiration of an authorized leave of absence without reasonable explanation;
- (G) are absent from work for two (2) consecutive working days without notifying the Company or providing a reasonable explanation.
- **14.07** Employees are required to notify the Human Resources Department promptly of any change of address. If employees fail to do so, they will be responsible for failure of any notice to reach them.
- **14.08** The Plant Chairperson and Assistant Plant Chair will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, **so** long as the Company has work available which they are able and willing to perform.

ARTICLE 15 - JOB POSTINGS

15.01 In the event that a permanent vacancy comes open in a position other than entry

- level jobs which are listed in Group 1 & 2 in Schedule "A" Appendix 1, notice of such vacancy shall be posted for five (5) working days on the bulletin boards identified in Article 11. Such notices shall indicate the job title, nature of the job duties, specific skills, knowledge or education required for the job, classification, rate of pay and shift.
- **15.02** Employees wishing to apply for such vacancy must do so during the posting period by submitting an application on a Company supplied form to the Human Resources Department. Employees will be provided with a copy of their application form which will be initialed as received by a Human Resources representative.
- **15.03** The provisions of Article **14.02** B shall determine which employee shall be awarded the vacancy. Nothing contained herein precludes the Company from recruiting for the position if there are no successful internal applicants.
- 15.04 The Company shall, within ten (10) working days from the end of the posting period, post **a** notice advising of the name and length of service of the successful applicant to the posting and forward a copy of such notice to the Union.
- 15.05 The Company shall provide the successful applicant a two (2) weeks or less familiarization period, on their new job. Upon completion of this period the Employee and/or the Employer may opt to having the employee return to their former position.
- **15.06** Employees awarded a job pursuant to this Article will not be entitled to bid on another job for a period of twelve **(12)** months unless their awarded position becomes redundant.
- 15.07 When the Company has posted a job vacancy, such posting shall be deemed to apply to any additional permanent vacancies occurring in such position as posted under Article 15.01 above, for the following ninety (90) calendar days.
- **15.08** Temporary vacancies known in advance to be in excess of thirty (30) days for Job Groups 1 & 2 and sixty (60) days for vacancies in Job Groups 3 10, will be posted. All other temporary vacancies will be filled departmentally and consistent with Article **14.02** (B).
- **15.09** Employees wishing to move to a position in an entry level job may submit a request to do so with the Human Resources Department. Employees will be provided with a copy of their request form which will be initialed as received by a Human Resources representative. All such requests will be considered for up to three (3) months following their submission.
- **15.10** Prior to going off on vacation or a leave of absence, employees may make their desire to post for any particularjob known to the Human Resources Department in writing.

15.11 When a job is posted, time spent by an employee, in the same job, on a temporary posting or assignment, shall not be used in the determination of the posted job.

ARTICLE 16 • TEMPORARY ASSIGNMENTS

- 16.01 Employees shall perform work to which they are temporarily assigned as management may direct. If the temporary assignment exceeds more than one (1) shift or part thereof in a work week, all remaining assignments in such work week shall be in accordance with Article 14:02 (B), with the senior person having first right of refusal.
- 16.02 Employees who are temporarily assigned to another job in the bargaining unit with a lesser rate of pay to convenience the Company shall receive their regular rate of pay.
- 16.03 Employees who are temporarily transferred to another job in the bargaining unit with a higher rate of pay for more than one (1) hour in a day shall be paid at the higher rate of pay for all hours worked on such job.
- 16.04 A temporary assignment shall not be for a period longer than thirty (30) days for vacancies in Job Group 1 and 2, and sixty (60) days for vacancies in Job Groups 3 to 10.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The parties shall form a Joint Health and Safety Committee consisting of four (4) management representatives including one to act as Co-chair appointed by the Company and four (4) employee representatives including one to act as Co-chair appointed by the Union. Employees on the Committee shall suffer no loss in pay for time spent on Committee functions.
- 17.02 The Health and Safety Committee shall hold meetings monthly on paid Company time to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to all committee members and a copy posted on the bulletin boards identified under Article 11.
- 17.03 The entire workplace will undergo a complete inspection by a worker member and a management member of the Committee once every month. A copy of the workplace inspection shall be posted on the bulletin boards identified under Article 11.
- 17.04 The Company shall post and keep posted on the bulletin boards identified under Article 11 the names and work locations of the Committee members.
- 17.05 The Company and the Union will support a modifiedwork program which endeavors to provide employees who become medically disabled and unable to perform their regular jobs on a full duty basis as a result of occupational injury or illness with meaningful and

productive employment.

17.06 The Company recognizes April 28 as the annual Day of Remembrance for workers killed or injured on the job. The Company agrees to stop work and observe a minute of silence at 11:59 a.m. in memory of these workers.

17.07 The parties agree that an employee can refuse to do a job if he has cause to believe that it presents a danger to him a co-worker, or plant equipment.

17.08 The Company will not take punitive action against an employee who refuses to do such work. If the employee is **not** involved in the investigation he may be assigned other work in the plant. Reassignment another position within the plant will not be considered disciplinary.

17.09 The Company shall provide annually at no cost to the Employees, a CPR Training Program.

17.10 The Company shall implement a fire drill once every six (6) months.

ARTICLE 18 - PROTECTIVE CLOTHING

18.01 The Company shall supply two (2) pair of uniforms per calendar year to employees in the following departments.

Nevada Press (excluding collators)

Bingo Press
Bottle Imprinting
Ink Mixing
Enviro-maintenance
Cutters

Maintenance
Folding
Drivers
Heidelbergs
Shipping

The Company shall also supply the choice of a smock or apron once per calendar year to employees in Bingo Finish, Nevada Finish, Quality Control and Ink. The Company will provide Maintenance employees with coveralls once per calendar year.

Employees supplied either a uniform, smock or apron are required to wear them while working.

18.02 Upon completion of one (1)ear of service, employees are entitled to a subsidy of \$100.00 every two (2) years toward the cost of purchasing CSA and Company approved protective footwear. If purchased independently, employees are to submit their receipt to the Human Resources Department and they will be reimbursed in their next pay. If purchased through an outlet with which the Company has a billing arrangement or through the safety shoe-truck, any charge in excess of \$100.00 will be deducted from the

employee's next pay. The Manager- Human Resources or designate may waive the time restriction if employees' protective footwear is damaged beyond use as a result of exposure to work related conditions.

Exception: Maintenance and Press employees will be entitled to a subsidy of \$100.00 per year towards the cost of purchasing CSA and Company approved footwear.

18.03 The Company shall supply protective winter and rain wear to a maximum of 6 sets. This clothing will be kept on a coat rack in a designated area outside of the Supervisors office and will have the Company name stenciled on the back. Replacements will be provided as required.

ARTICLE 19 - COMPENSATION FOR ACCIDENTS AT WORK

- 19.01 Employees shall be paid their regular hourly rate for the balance of the shift during which they are injured and unable to return to regular or modified duties.
- 19.02 Throughout the first year after employees are injured at work, the Company shall make contributions for employment benefits in respect of the employees when they are absent from work because of their injury. However, the contributions are required only if,
- (A) The Company was making contributions for employment benefits in respect of the employees when the injury occurred: and
- (B) The employees continue to pay their contributions, if any, for employment benefits while they are absent from work.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In the event of the introduction of any technological change, the Company shall give the Union notice, in writing, as soon as reasonably possible and agrees to meet with the Union, if requested, to discuss the impact of such change on employees.

ARTICLE 21 - PAY DAY

- 21.01 Employees shall be paid by direct deposit into their bank account in accordance with corporate pay administration practices as determined. If the Company plans to change the pay practice, employees will be informed by a notice one (1) month before such change is implemented.
- 21.02 Pay errors made by the Company in excess of \$25.00 of net pay shall be corrected by the issuance of a separate cheque as soon as practicable.

ARTICLE 22 - WAGES

22.01 The Wages and Classifications which shall be effective during the term of this Agreement are set out in Schedule "A" attached hereto.

ARTICLE 23 - BENEFITS

23.01 The Company shall provide the Company Benefits set out in Schedule "B" attached hereto.

ARTICLE 24 - TEMPORARY EMPLOYEES

24.01 Matters pertaining to Temporary Employees provided through a job placement agency are detailed in Schedule "C" attached hereto.

ARTICLE 25 • BEREAVEMENT LEAVE

25.01 Employees shall be permitted time off from work with pay up to a maximum of five (5)scheduled days for the purpose of arranging and attending the funeral or service of a member of their immediate family. Where any such hours fall on a scheduled working day, employees shall be paid a bereavement allowance for each hour absent equivalent to their straight time hourly rate upon submission of supporting documentation.

25.02 Immediate family shall mean spouse (or a common-law **spouse/same** sex partner as covered by the employee under the Company benefit plan), child, parent, sister, brother, grandparent, grandchild, mother-in-law and father-in-law.

25.03 Payment of bereavement allowance will be granted up to two (2) weeks or fourteen (14) days beyond the day of the funeral or service.

25.04 A leave of absence without pay, benefits or the **loss** of seniority requested as additional time off for bereavement will not be unreasonable withheld.

ARTICLE 26 - JURY SELECTION/SERVICE

26.01 When employees are called upon to serve on a **jury** in any court of law or subpoenaed as a crown witness, the Company shall pay the difference between the fee excluding expenses received from the Courts and the amount that they would have received from the Company for their scheduled hours each day.

26.02 Employees are required to provide a document signed by the Courts confirming their attendance as a juror for each day.

ARTICLE 27 - HOURS OF WORK AND OVERTIME

27.01 This Article provides the basis for the calculation of time worked and shall not be construed as a guarantee of the hours of work in a day or a week or a guarantee of days of work.

27.02 Work Schedule

(A) The arrangement of the work schedule is to be directed by the Company in accordance with the proper operation of the business. The Company reserves the right to alter the schedule in accordance with business requirements. If employee's' schedules are

permanently changed, the Company will give the employee a minimum of forty-eight (48) hours notice.

- (B) When an employee's work schedule is changed and the employee is given less than forty-eight (48) hours notice, he will be paid at time and one half (1%) for the straight time worked on the first rescheduled working day.
- 27.03 The regular work week shall be composed of forty (40) hours per week on the basis of five (5) days of eight (8) hour shifts. Alternatively, the Company may elect to apply a regular work week of four (4) days of ten (10) hour shifts and for continuous operations, a schedule consisting of three (3) shift of twelve (12) hours one week and four (4) shifts of twelve (12) hours the following week.
- **27.04** In scheduling the work week, the company agrees that there will be no split shifts.

27.05 Overtime

- (A) Overtime will be paid at a rate of one and one-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) hours per week by employees scheduled on eight (8) or ten (10) hour shifts and in excess of eighty (80) hours in any two (2) week period by employees scheduled on twelve (12) hour shifts.
- (B) There will be no pyramiding **d** overtime.
- (C) 1. Employees agree to cooperate in meeting the Company's overtime requirements. The Company will give as much notice of overtime as is reasonable possible. Overtime will be evenly divided among those normally performing the work to be required.
- **2.** If an imbalance in overtime does occur amongst those employees who normally perform the work, the Company will offer the next available overtime, to correct the imbalance.
- 3. If an employee chooses not to work overtime, then he shall be credited with the amount of overtime he would have worked, without payment, to maintain his balance.
- 4. Mandatory overtime will not be exercised more than twelve (12) times in a calendar year, and will not be invoked on consecutive days.
- **5.** If an employee believes there is an imbalance with such distribution of overtime, he should notify the Plant Chairperson who will meet with the Human Resources Manager or designate, first to establish a remedy.
- (D) Overtime hours worked on Sunday will be paid at two (2) times the employee's regular rate of pay.

27.06 Shift and Shift Premiums

- (A) Day shifts will start between 5:00 a.m. and 9:00 a.m.
- (B) Afternoon shifts will start between 2:00 p.m. and 6:00 p.m.
- (C) Night shifts will start between 6:00 p.m. and 1:00 a.m.
- (D) Employees on the Company's payroll on the date of ratification will have a shift premium of ten per cent (10%) of their rate of pay at that time calculated which will apply in future for each hour worked on shifts beginning between 2:00 p.m. and 1:00 a.m.
- (E) New employees on the Company payroll on the date of ratification shall receive shift premiums as follows:
- 1. For afternoon shift, they shall receive thirty-five (356) per hour worked when they work the complete shift.
- 2. For night shift, they shall receive fifty cents (506) per hour worked when they work the complete shift.
- 27.07 Employees who are assigned by a Supervisor to train a co-worker shall be paid a training allowance of twenty-five (25) cents per hour for all hours spent training.

ARTICLE 28 - MEAL AND REST PERIODS

28.01 Employeesworking non-continuous eight (8) or ten (10) hour shifts shall be granted a one half (½) hour unpaid meal period as near to the midpoint of their shift as practicable and a fifteen (1) minute paid rest period during each half shift as close to the midpoint of the half shift as practicable.

28.02 Employees working continuous eight (8) and twelve (12) hour shifts shall be granted a one half (½) hour paid meal period as near to the midpoint of their shift as practicable and a fifteen (5) minute paid rest period during each half shift as close to the midpoint of the half shift as practicable.

28.03 MEAL ALLOWANCE

Employees working more than three (3) hours of unscheduled overtime without notification prior to the day of the overtime shall receive a \$10.00 payment as a meal allowance added to their next pay.

ARTICLE 29 - CALL-OUT AND REPORTING TIME

29.01 If employees are called out to work for any reason following completion of their regular daily shift, they shall be paid a minimum of three (3) hours pay at their regular rate or the appropriate overtime rate for the number of hours worked, whichever is greater.

ARTICLE 30 - PAID HOLIDAYS

30.01 The following shall be considered paid holidays for the purpose of this Agreement and shall be observed on the day proclaimed or as determined by the Company:

New Years Day Good Friday Victoria Day Canada Day (July 1st) Civic Holiday

Labour Day

Thanksgiving Day Christmas Eve Christmas Day

Boxing Day

In addition, employees will be given the opportunity to work make up shifts prior to the Christmas Season in order to schedule a plant closure for the following dates:

January 2, 2004 (given one make-up day opportunity)
December 30 & 31, 2004 (given two make up day opportunities)
December 28, 2005 (given one make up day opportunity)

The Company will give at least 30 days notice, by department, of the make up shift dates. Make up days will be paid at straight time.

30.02 In order to be entitled to pay for the paid holidays listed in 30:01 above, employees must:

- Missing original (A) have completed three (3) months on the company payroll;
 - (A) Have worked their last complete scheduled shift immediately prior to such paid holiday and their first complete scheduled shift immediately following such paid holiday unless they have secured permission for leave from their Supervisor to be absent on either of these days and
 - (B) Be on the active payroll of the Company and not on a leave of absence, sick leave, Workers' Safety and Insurance benefits or layoff.
 - **30.03** The pay provided for in this Article for each paid holiday shall be equal to that of a normally scheduled shift for the employee.
 - 30.04 If employees are scheduled to work and work on any paid holiday, they shall be paid for the time worked on such day at one and one-half (1½) times their regular rate of pay.
 - 30.05 Employees who agree to work on a paid holiday shall work the full period which they have agreed to work otherwise they shall lose their paid holiday pay unless they have reasonable cause for their failure to work as agreed.
 - 30.06 The paid holiday shall be deemed to commence at 7:00 a.m. on the day of the holiday, and end at 7:00 a.m. on the day following the holiday.

30.07 If a paid holiday falls during an employees' scheduled vacation, employees who qualify shall either receive an extra day's pay or be granted an extra day off with pay at a mutually convenient time but no later than calendar year end. The pay referred to in this Article will be calculated under Article 30.03.

ARTICLE 31 - SEVERANCE PAY

31.01 Employees shall be entitled to receive severance pay in accordance with the Employment Standards Act of the Province of Ontario and the regulations established thereunder.

ARTICLE 32 - VACATIONS

32.01 Vacation year shall mean a calendar year January 1st to December 31st inclusive and vacations must be taken by employees during the calendar year.

32.02 Vacation pay allowance wilt be calculated based on earnings from July 1 to June 30 in the following year and shall be subject to those deductions normally applicable to the employee's regular pay.

32.03 Employees will receive the corresponding vacation pay allowance as they take their scheduled vacation.

32.04 (A) The time at which the vacation of employees shall be taken shall be prescribed and scheduled by the Company however choice of vacations shall be based on seniority provided that it does not conflict or interfere with the Company's need to maintain an efficient work force. In the event that there is a dispute between bargaining unit employees on requested vacation time, seniority shall prevail in determining the vacation.

(B) All employees are to schedule their preferred vacations with their Supervisor and/or Manager commencing on January 1st of the current calendar year.

January vacations shall be booked by November 30th of the previous year.

It is understood for any vacation time/days booked, employees will have up to two (2) weeks, or fourteen (14) calendar days from the date an employee has requested vacation, to dispute and exercise their seniority to request the vacation time in dispute.

Employees will only be entitled to book a maximum of two (2) weeks vacation during primetime (July and August).

Your Supervisor has vacation planners set up to keep track of everyone's vacation time. Your Supervisor will have forms to fill out when requesting vacation time and you will also receive a confirmation. If your vacation is not scheduled by September, it will be scheduled

by you and your Supervisor to be taken by December 31st.

32.05 Service for vacation purposes will be calculated as of June **30** in the vacation year and vacation credits (pay and time) cannot be carried forward to the following vacation year.

Employees will be paid the balance of their current year vacation accrual when they are being paid for their last scheduled vacation day.

- (A) Employees who have not completed one (1) year of service will be given a vacation pay allowance subject to the qualifications therefore and deductions there from of the Employment Standards Act of the Province of Ontario and the regulations established thereunder with time off in the vacation year pro-rated at the rate of two (2) days for each ten (10) weeks of service.
- (B) Employees with more than one (1) but less than five (5) years of service will be given two (2) weeks vacation time off each year and shall receive 4% vacation pay allowance.
- (C) Employees with more than five (5) but less than ten (10) years of service will be given three (3) weeks vacation time off each year and shall receive 6% vacation pay allowance.
- (D) Employees with more than ten (10) but less than fifteen (15) years of service will be given four (4) weeks vacation time off each year and shall receive 8% vacation pay allowance.
- (E) Employees with more than fifteen (15) but less than twenty (20) years of service will be given five (5)weeks time off vacation each year and shall receive 10% vacation pay allowance.
- 32.06 Employees may request vacations in full weeks or individual days, or may book up to two (2) half days.

ARTICLE 33 - MOVING DAY

33.01 Upon completion of six (6) months of employment, employees are entitled to one (1) day of absence with pay every two (2) years for moving. In order to be paid for a moving day, employees must provide the Human Resources Department with proof of a change in permanent address (i.e. driver's license).

ARTICLE 34 -WORK OF THE BARGAINING UNIT

34.01 Non bargaining unit employees shall not be allowed to perform work normally

performed by bargaining unit employees except for:

A. Investigation, invention, inspection, experimentation, information, instruction and training of employees; or

B. Emergency situations where employees are absent or not available when required.

34.02 For the purposes of this Article, non bargaining unit employees **as** defined in Article 2:01 shall not include persons who are regularly employed for not more than 24 hours per week and students employed during the school vacation period.

ARTICLE 35 - TRANSFER OUT OF THE BARGAINING UNIT

35.01 Employees transferred out of the bargaining unit will continue to accumulate bargaining unit seniority for a period of only thirty (30) days, and if they are subsequently returned to the bargaining unit, they will be positioned on the seniority list with full accumulated seniority and will reimburse the Union for the dues which they would have paid as a bargaining unit employee during their period of transfer. The reimbursement will take place prior to their transfer into the bargaining unit. It is also understood that such employees may exercise their seniority for purposes of lay-off only, for one (1) year following their return.

ARTICLE 36 - GENERAL WORKING CONDITIONS

36.01 Due to the security requirements in having supply contracts with provincial governments and regulatory agencies, employees are provided with photo identification badges which are **also** bar coded on the back to serve as payroll swipe cards. These must be worn at all times while on the Company's premises. If employees require a replacement, there will be no charge for the initial replacement.

36.02 The Company will provide coffee and tea to the bargaining unit employees on a no cost basis to the extent of the current cost to do so. If costs increase, there will be a Union/Management meeting at which the Company will explain its approach to offsetting these additional costs.

36.03 Employees must submit a request for tuition **aid** to their Supervisor on a form available through the Human Resources Department prior to enrollment in any educational program. Such requests will be evaluated by Senior Management and the Human Resources Department relative to the benefits to the employee in the performance of their current job or advancement within the Company. Employees will be advised, in writing, of the Company decision relative to their tuition aid request and if approved, they will be reimbursed 50% of the tuition fees upon submission of documentation that they successfully completed the course.

ARTICLE 37 - SOCIAL JUSTICE FUND

37.01 The Company will contribute one cent (1¢) per hour worked to the CAW Social Justice Fund and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter. Contributions are to be made payable to: CAW Social Justice Fund and remitted to the Union Office, 205 Placer Court, Toronto, Ontario, M2H 3H9.

37.02 It is clearly understood that this Fund is to be utilized strictly for the purposes as established for the CAW Social Justice Fund.

ARTICLE 38 - PAID EDUCATION LEAVE

38.01 (A) The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, Effective from date of ratification, and send by the Company to the following address: CAW Paid Education Leave Program, CAW Canada, 205 Placer Court, Toronto, Ontario, M2H 3H9.

(B) The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

These leaves are subject to approval as outlined in Article 12.

(C) The Company finally agrees to provide documentation to the PEL Program regarding the number of workers and total hours worked with each payment. This information will also be forwarded to the Chairperson **d** the CAW bargaining unit.

ARTICLE 39 - CONTRACTING OUT

39.01 The Company will endeavor, as much as possible, to offer appropriate work to its employees rather than to contract it out, providing that the employees are qualified to perform the work, the Company has the appropriate equipment and space, the internal bid is cost competitive, and time constraints allow such consideration.

ARTICLE 40 - TERMINATION AND RENEWAL

40.01 This Agreement shall become effective as of April 1st, 2003 and shall continue in effect up to and including March 31st, 2006, at which time it shall be automatically renewed unless either party gives notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations for the revisions or renewal of all or part of this Agreement, and both parties shall thereupon enter into negotiations in good faith and make reasonable effort to secure a renewal.

40.02 If negotiations for the renewal of this Agreement continues past the expiry date, the provisions of this Agreement shall continue in full force and effect until such renewal is affected or until the conciliation procedures under the Ontario Labour Relations Act have been exhausted.

Dated at <u>St. Catharines</u> this	9th day of December, 2003.
Signed for and on behalf of the Union	Signed for and on behalf of the Company
Mike Leonard	lan Bright
Traci Flowers	Roy Lister
Paul Smith	Rob McNeill .
Eric Weldon	Caroline Warkentin
Robert McKay/National Representative	Tracy Lee/Manager Human Resources

SCHEDULE "A"

WAGES/CLASSIFICATIONS

Effective April 1, 2003 a .30 cent per hour increase shall be added to all rates of pay.

For Group 1 employees currently at the start rate: (i) effective the date of ratification, the start rate will be increased to \$8.00 per hour; (ii) effective the date of ratification they will attain the Job Rate after 3 months of active employment from the date of hire.

For Group 2 employees currently at the start rate: (i) effective the date of ratification, the start rate will be increased to \$8.00 per hour; (ii) effective the date of ratification they will attain the first incremental rate increase after 3 months of active employment from the date of hire.

Effective April 1, 2004 a .45 cent per hour increase shall be added to all rates of pay with the exception of employees in Job Group 1 & 2, whereby the start rate is maintained at \$8.00 per hour.

Effective April 1, 2005 a .45 cent per hour increase shall be added to all rates of pay with the exception of employees in Job Group 1 & 2, whereby the start rate if maintained at \$8.00 per hour.

Wage Schedule

(A) Incentive Plan

The Company agrees to continue the current incentive plans for collators and joggers subject to its right to adjust the incentive standards when new or changed conditions have resulted from improvements made by the Company in methods or products or from changes in equipment, manufacturing processes or methods, materials processed, quality or manufacturing standards. All bingo paper product lines will be distributed evenly among collators over a thirty (30) day period.

(B) If employees are being paid above their job rate, the amount in excess will apply to the specific employee in future as a "red circled rate" such that the employees will receive their job rate and their "red circled rate" as their regular rate of pay.

(C) Highway Transport Truck Drivers

The rates of pay for highway transport truck drivers incorporate the consideration that overtime is applicable after forty four (44) hours worked in a week.

(D) Christmas Bonus

At the Company's discretion, a Christmas Bonus may be paid.

SCHEDULE "A" APPENDIX - EFFECTIVE APRIL 1, 2003

Grou	p Positions	Job Rate	Start Rate	After 3 Months	After6 Months	After 12 Months	After 18 Months
	Book Breaker Caser Collator Computer Label Enviro-Maintenance General Labour Inserter Jogger Line Worker Mixer Order Picker Packager Separator Sheet Replacer Shelf Filler Stacker	\$8.57	\$8.00	\$8.57			
2.	Laminator Helper Plate Maker Warehouse Person	\$8.85	\$8.00	\$8.57		\$8.85	
3.	Assembler - B Forklift/Stock Person Imprinter Maintenance Helper Press Helper	\$9.13	\$8.57		\$8.85	\$9.13	
4.	Assembler • A Cutter Operator • B Cycle Counter Driver "G" Shipper • B	\$9.41	\$8.8		§9.13	\$9.41	
5.	Belt Mounter Die Cutter Feed Press Feeder QC Inspector Shipper/Purolator Warehouse Person/Driver	\$9.68	\$9.13		§9.41	\$9.68	

Grou	p Positions	Job Rate	Start Rate	After 6 Months	After 12 Months	
6.	Cutter Operator • A Diecutter Imprinter Ink Mixer Laminator Operator Pre Press Shipper • A Shipper/Receiver Web Press Operator • B	\$10.5	\$9,95	\$10.23	\$10.51	
7.	Folder Operator - B Bingo Sheet Fed Press Operata	\$10.79	\$10.23	\$10.51	\$10.79	
8.	Die Cutter Operator Driver - DZ Folder Operator - A Label Press Operator Maintenance Mechanic - C Nipson Press Operator 2 nd Press Operator - Nevada Web Press Operator - A	\$12.17	\$11.61	\$1 ■ 89	\$12.17	
9.	Collating Press Operator Maintenance Mechanic - B	\$15.19	\$13.54	\$14.09	\$14.65	\$15.19
10.	Driver • AZ Maintenance Mechanic Press Maintenance Mechanic Service Technician Sheet Fed Press Operator	\$20.44	\$18.78	\$19.33	\$19.88	\$20.44

Leadhands \$1,00 above the job rate of the highest position directed with "red circling" as necessary.

NOTE: Move DZ Drivers from Group "10" to Group "8" and Grand Father existing Drivers.

^{*}The Start Rate for Job Group **1& 2** is effective the date of ratification

SCHEDULE "A" -APPENDIX - EFFECTIVE APRIL ■ 2004

Gro	oup Positions	Job Rate	Start Rate	After 3	After 6	After 1:	After 1 Month
	Book Breaker Caser Collator Computer Label Enviro-Maintenance General Labour Inserter Jogger Line Worker Mixer Order Picker Packager Separator Sheet Replacer Shelf Filler Stacker	\$9.02	\$8.00	\$9.02			
2.	Laminator Helper Plate Maker Warehouse Person	39.30	\$8.00 i	\$9.02]	\$9.30	
3.	Assembler • B Forklift/Stock Person Imprinter Maintenance Helper Press Helper	\$9.58	39.02) ¹	\$9.30	\$9.58	
4.	Assembler • A Cutter Operator • B Cycle Counter Driver "G" Jet Imprint Operator Shipper • B	\$9.86	\$9.3(\$	\$9.58	\$9.86	
5.	Belt Mounter Die Cutter Feed Press Feeder QC Inspector Shipper/Purolator Warehouse Person/Driver	\$10.13	9.58	F	9.86	310.13	

Grou	p Positions	Job Rate	Start Rate	After 6 Months	After 12 Months	After Months
6.	Cutter Operator - A Diecutter Imprinter Ink Mixer Laminator Operator Pre Press Shipper - A Shipper/Receiver Web Press Operator - B	\$10.96	\$10.40	\$10.68	\$10.96	
7.	Folder Operator - B Bingo Sheet Fed Press Operato	\$11.24	\$10.68	\$10.96	\$11.24	
8.	Die Cutter Operator Driver - DZ Folder Operator Label Press Operator Maintenance Mechanic - C Nipson Press Operator 2 nd Press Operator - Nevada Web Press Operator - A	\$12.62	\$12.06	\$12.34	\$12.62	
9.	Collating Press Operator Maintenance Mechanic	\$15.6 4	\$13.99	\$14.54	\$15.10	\$15.64
10.	Driver-AZ Maintenance Mechanic Press Maintenance Mechanic Service Technician Sheet Fed Press Operator	\$20.89	\$19.23	\$19.78	\$20.33	320.89

Leadhands \$1.00 above the job rate of the highest position directed with "red circling" as necessary.

^{*}The Start Rate for **Job** Group **1& 2** is effective the date of ratification.

SCHEDULE "A" APPENDIX - EFFECTIVE APRIL 1, 2005

Gro	oup Positions	Joi Rai		After 3 Month			
1	Book Breaker Caser Collator Computer Label Enviro-Maintenance General Labour Inserter Jogger Line Worker Mixer Order Picker Packager Separator Sheet Replacer Shelf Filler Stacker	\$9.4	\$8.00	\$9.47			
2.	Laminator Helper Plate Maker Warehouse Person	\$9.75	\$8.00	¹ \$9.47		\$9.75	
3.	Assembler - B Forklift/Stock Person Imprinter Maintenance Helper Press Helper	 \$10.0 3	\$9.47	1	 \$ 9.75	310.03	
4.	Assembler - A Cutter Operator - B Cycle Counter Driver "G" Ink Mixer Jet Imprint Operator Shipper - B	\$10.31	\$9.75		\$1 0.03	\$10.31	
5.	Belt Mounter Die Cutter Feed Press Feeder QC inspector Shipper/Purolator Warehouse Person/Driver	\$10.58	\$10.03	•	\$10.31	\$10.58	

Grou	p Positions	Job Rate	Start Rate	After 6 Months	After 12 Months	After18 Months
6.	Cutter Operator • A Diecutter Imprinter Ink Mixer Laminator Operator Pre Press Shipper • A Shipper/Receiver Web Press Operator • B	\$11.41	\$10.85	\$11.13	\$11.41	
7.	Folder Operator - B Bingo Sheet Fed	\$11.69	\$11.1:	\$11.41	\$1 L 69	
8.	Die Cutter Operator Driver - DZ Folder Operator - A Label Press Operator Maintenance Mechanic - C NIpson Press Operator 2 nd Press Operator - Nevada Web Press Operator - A	\$13.07	\$12.5'	\$12.79	\$13.07	
9.	Collating Press Operator Maintenance Mechanic - B	\$16.09	\$14.44	\$14.99	\$15.55	\$16.09
10.	Driver-AZ Maintenance Mechanic Press Maintenance Mechanic Service Technician Sheet Fed Press Operator	\$21.34	\$19.68	\$20.23	\$20.78	\$21.34

Leadhands \$1.00 above the **job** rate of the highest position directed with "red circling" **as** necessary.

SCHEDULE "B"

BENEFITS

1. The Company will pay the current cost of premiums for the following:

Life Insurance:

Employee - two (2) x annual earnings to a maximum \$500,000.

Spousé **-** \$5,000 Each Child **-** \$2,500

AD&D: two (2) x annual earnings to a maximum \$500,000.

Extended Health Care:

Pay Direct Drugs - \$6.50 dispensing fee cap

One hundred (100%) percent for generic prescriptions and eighty (80%) percent for name brand prescriptions.

Vision Coverage - \$150.00 every 24 months

Hospital and Supplementary Health - 100% reimbursement

Semi-private Hospital Coverage

Out of Province Emergency and Travel Assistance Benefit

2. The Company will pay 50% of the current cost of premiums for the following:

Dental Care:100% reimbursement

Plan maximum \$2,000 per calendar year

Current Year ODA

The employee portion of the paid premium will not be increase in the second or third year of the collective agreement.

- 3. The Company will provide a Long Term Disability Plan with the employees paying the full cost of premiums and allowing disability benefit of 66%% of the first \$3,000 of basic monthly income, plus 50% of the next \$3,000, plus 40% of the remainder to a maximum of \$6,000 monthly.
- 4. The Company will provide a Short Term Disability plan allowing employees a benefit of 75% of their basic weekly income up to the Employment Insurance maximum benefit level. Benefits commence after a fourteen (14) day waiting period and are payable for a maximum of fifteen (15) weeks.

5. The Company will provide a Registered Pension Plan to employees on a voluntary enrollment basis upon completion *of* one (1) year of continuous service. Participating employees must contribute a minimum of 3% of their earnings each pay period through payroll deduction and will be allowed to contribute more to enhance their retirement savings. The Company will match the 3% contribution by the employee. After two **(2)** years of membership in the plan, all monies will be vested and locked in.

6. SICK DAYS

- (A) Employees are entitled to five (5) paid sick days totaling forty (40) hours a year afforded as follows:
- (i) New employees will be entitled to one (1) sick day of eight (8) hours after six (6) months of employment and will subsequently earn one (1) sick day for every ten (10) weeks of service.
- (ii) Employees who have completed one (1) year of service will be entitled to **two** (2) sick days of eight (8) hours each January 1st and will subsequently earn three (3) sick days on March 1st.
- (iii) Employees who have not attained one **(** ■) ar of service by January 1st but were hired January 2nd May 31st of the prior year, will be given sick days as outlined in point (ii). All employees hired June 1st December 31st will accrue sick days per point (i).
- (B) Sick days will be paid in eight (8) hour increments for full or part shift absences due to personal illness. For absences of three (3) or more consecutive days, employees must provide a satisfactory doctor's certificate.
- (C) If employees are absent using a sick day on the scheduled day before or after a paid holiday, they are required to provide a satisfactory doctor's certificate in order to receive holiday pay.
- (D) Employees who do not use all of their sick days in a year will be paid for those outstanding at year end.
- (E) Paid sick days will be considered hours worked for overtime purposes.
- (F) Upon notice of resignation or termination of employment, unused sick days are void.

SCHEDULE "C"

TEMPORARY EMPLOYEES

The Company agrees to adhere to the following guidelines when employing temporary employees from a job placement agency:

- 1. Such employees will not be employed for a period longer than ninety (90) consecutive calendar days.
- 2. During periods of lay-off in the bargaining unit, such employees will not be hired if there are bargaining unit employees qualified and available to perform the work that is required.
- 3. Such employees will not be used to perform work that displaces full time bargaining unit employees.
- 4. Posted bargaining unit positions will not be filled by such employees.
- 5. Overtime will be offered to full time bargaining unit employees who normally perform such work first.
- 6. The Plant Chairperson shall be provided with the names of temporary employees employed from a job placement agency, their start date and the department in which they are assigned *to* work.

Letter of Understanding Forklift Certification Process

To improve Health & Safety, the Company and the Union agree to the following Letter of Understanding:

Annual Certification Process

All Certified ForkliftOperators will attend an annual certification processheld/presented by an external trainer. This process will involve both a practical and theory examination. If a driver fails either portion of this examination, or fails to report for such examination, he will have his certification removed. If he is currently a full-time forklift Operator, he will be given the opportunity for a one time re-test after 30 days of the original test date. If he is unsuccessful/fails the test he will be given his bumping rights per Article 14.03.

New Drivers

For all new forklift drivers hires, it is mandatory that they receive theory training within one

• New drivers are to be assigned to a certified driver for a period of forty

(40) hours from the date awarded position.

Within the practical – anew driver must be shown and prove his ability to operate each, the Raymond and Forklift Truck.

Once the forty **(40)** hours practical training is complete, the employee must go through an examination with a company approved trainer. If successful, he will be given his certification subject to annual certification process.

Transition of Existing Drivers as of April 2003

To enable all existing full-time forklift drivers to learn and have the ability to operate both styles of forklifts, the Company will put on a one-time theory seminar and will arrange practical training for each full-time driver within ninety (90) days of the signing of this collective agreement.

An examination date will be set for all full-time drivers to establish certification under our new guidelines/qualifications within one-hundred and twenty (120) days from the signing of this collective agreement.

Employees not receiving certification will not be permitted/authorized to operate the forklift equipment beyond this one-hundred and twenty (120) day period.

For the Union:	For the Company:

Letter of Understanding Work of the Bargaining Unit

The Company and the Union agree to the following Letter of Understanding:

It is not the intent of the Company to allow Supervisors to conduct bargaining unit work with the exception of circumstances outlined in Article 34.

In the event a Supervisor conducts bargaining unit work characterized as an "Emergency Situation", the Supervisor will immediately notify the Manager of Human Resources prior to the commencement of such work. The Manager of Human Resources will then notify the Plant Chair of this activity.

During night shift, the Supervisor will leave a message and **be** required to justify their reason for conducting the work to the Manager of Human Resources. The Human Resources Manager will then discuss with the Plant Chair the following day.

In the event that there is a situation of a known absence longer than one day, by an operator of any equipment i.e. Nipson, Cutter, Press, Forklift, etc. the Company will make every intent to train a bargaining unit employee to fill the on-going vacancy.

It is not the Company's intent to have a Supervisors conduct bargaining unit work to avoid calling an employee in to work overtime, or to eliminate the need to transfer or hire an employee to fill a vacancy.

For the Union:	For the Company:

LETTER OF UNDERSTANDING

RETAIL DISCOUNT

A retail discount is provided to employees who have completed their **six** *(6)* month waiting period for benefits coverage. The discount is 20% off purchases made at any Bazaar and Novelty retail store location upon presentation by employees of their identification badge.

RM/jm Opeiu 343