

AGREEMENT

Between

CROWN PACKAGING LTD. - WINNIPEG FOLDING CARTON DIVISION
(Hereinafter referred to as the "Company").

AND

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA
LOCAL 341**
and its members employed at the Golspie Street location of the Company
(Hereinafter referred to as the "Union").

Whereas, the Union represents more than a majority of the employees coming under the jurisdiction of the Union at the Golspie Street location of the Company, and to the knowledge of the parties, no other individual labour Organization represents, or claims to represent, any of the employees within the jurisdiction of the Union in the foregoing plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Now, therefore, for and in consideration of the premises the parties hereto agree as follows:

PREAMBLE

It is the purpose and intent of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

DURATION

December 5, 1995- December 4, 1998 (plus three year extension to December 4, 2001, extension to be negotiated October 1998 with agreement of no strikes or lock-outs)

Article 1

RECOGNITION AND MEMBERSHIP

- 1.01 The Company agrees to recognize the Union as the exclusive representative of all permanent employees within the jurisdiction of the Union in the foregoing plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.02 The bargaining unit shall consist of all permanent employees within the jurisdiction of the Union in the foregoing plant save and except office and sales staff, watchmen and technical employees and those excluded by the Manitoba Labour Relations Act.
- 1.03 Employees who are hired for special work, such as construction or temporary maintenance work and summer students have the status of "temporary employee" and are not covered by the terms of this Agreement.

Article 2

JURISDICTION

- 2.01 The Union agrees that its jurisdiction in Crown Packaging Ltd., Winnipeg Folding Carton Division, Golspie St. is confined to employees of the Company performing functions set forth in Appendix "A" of this Agreement.

Article 3

EQUAL EMPLOYMENT

- 3.01 The Company and the Union agree that there will be no discrimination against any employee because of race, colour, creed, sex, **sexual orientation**, national origin, union membership or union activity.

Article 4

WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES

- 4.01 Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement, except for the purpose of training, instruction, experimenting or in emergencies when regular employees are not available.

Article 5

CESSATION OF WORK

- 5.01** The Union agrees to protect the Company against walkouts, strikes, slow-downs, boycotts or any other form of interference with the peaceful operation of any department coming under the jurisdiction of the Union. The Company agrees to protect the Union against lockouts by the Company.
- 5.02** The Union agrees that it will not involve the Company in any controversy or dispute arising outside this Agreement, but the Union reserves the right to refuse to execute any work received from or consigned to, directly or indirectly, a Company or Plant where there is a legal lock-out or strike.

Article 6 UNION SECURITY

6.01 Present Members

The Company and the Union agree that all permanent employees of the Company coming under the jurisdiction of the Union shall be members in good standing of such Union.

6.02 New Members

New employees, when their classification changes from "probationary" to "permanent" shall become and remain members in good standing in the Union. The Union shall first ascertain from the Plant Management when a new employee is acceptable as a permanent employee.

- 6.03** The Company agrees to deduct from the wages of each employee; initiation fees, dues, and commonly levied assessments for the preceding month, and remit same monthly to the Union. The Union will inform the Company in writing of the amounts to be deducted, and will hold the Company harmless with respect to any such deductions.

Article 7 CLASSIFICATION OF EMPLOYEES

- 7.01** If at any time during the first **sixty (60)** days worked, any "probationary employee" fails to prove satisfactory, such employee may be terminated without recourse *in* the grievance procedures. Upon completion of such probationary period, the employee shall become permanent and his seniority shall date from the date of hire. These previous sentences do not preclude the parties from mutually extending the probationary period up to a maximum of **ninety (90)** days.
- 7.02** Temporary employees will accrue no seniority while they retain their temporary

status.

Article 8 MANAGEMENT RESPONSIBILITIES

- 8.01** The Management of the plant and the direction of the working forces, including the right to hire, discipline, promote, demote, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Company.
- 8.02** The Management reserves the right to introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs and establish and attain reasonable work and production standards. Except to the extent expressly limited by a specific provision of this Agreement, the Company retains all rights, powers and authority to manage its business in all respects.
- 8.03** This article will not be used for the purpose of discrimination.
- 8.04** In administering this Agreement, the employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 9 HOURS OF WORK

- 9.01 Definition of a Work Week**
The hours of work per week for all employees covered by the Agreement shall be forty (40), made up of five (5) days (Monday to Friday inclusive) at eight (8) hours per day including a thirty (30) minute per day unpaid lunch period.
- 9.02**
- (a) **One (1) Shift Operation**
Five (5) days of eight (8) hours - total weekly hours – 40, with shift start time at **7:00 a.m. Monday to Friday inclusive, unless otherwise mutually agreed upon.**
 - (b) **Two (2) or Three (3) Shift Operation**
Second Shift or Third Shift - Five (5) days of eight (8) hours, Monday to Friday inclusive, total weekly hours - 40 unless otherwise mutually agreed upon. The second or third shift shall be a premium shift.
 - (c) **Seven Day Operation**

See Appendix "C" for details.

9.03 Shift Determination

The determination of the need for a one (1), two (2), three (3) shift or (7) seven day operation as outlined above, will be solely a Management prerogative.

9.04 Rest periods

All employees will be granted a rest period of ten (10) minutes in the forenoon and of ten (10) minutes in the afternoon.

9.05 Run Through Lunch and Rest Periods

Management reserves the right to run any or all pieces of equipment through lunch and rest periods as required.

Article 10

OVERTIME

10.01 Computation

- (a) Overtime shall be computed on a daily basis.
- (b) Overtime shall be paid at the rate of time and one-half for the first three (3) hours after regular day's work and double time thereafter.
- (c) If overtime is continued for more than one (1) hour in a day, employees shall be entitled to one ten (10) minute paid rest period.
- (d) When overtime is continued for more than one (1) hour in a day, without scheduling or notice in advance of the work day, a meal allowance of \$6.00 will be payable in cash **and delivered to the employee within the first two (2) hours of overtime, and specifically by 5:00 p.m.**

10.02 Saturday Work

Time and one-half shall be paid for the first three (3) hours worked Saturday. Double time shall be paid for all hours worked after three (3) hours on Saturday.

10.03 Sunday Work

Double time shall be paid for all hours worked on Sunday.

10.04 Paid Holidays

Employees required to work on a paid statutory holiday shall receive double time for all hours worked plus one (1) day's pay.

Employees who regularly work on a paid holiday will have the option of being paid as indicated above or being paid double time for all hours worked on the

paid holiday and taking a day off with pay at a mutually agreed later date.

10.05 No Duplication of Overtime Pay

Payment of overtime rates shall not be duplicated for the same hours worked.

Article 11

PREMIUM PAY FOR NIGHT SHIFTS

- 11.01** (a) The off-shift premium rate for the second and third shifts shall be seventy-five cents (\$.75) per hour over day rates. Where overtime rate applies, it shall be time and one-half for the first three (3) hours and double time thereafter based on the night rate.
- (b) If employees are required to transfer to a night shift for three (3) or more nights, they shall be paid premium night shift rates for all hours worked in that week.
- (c) The night shift premium rate shall not be taken into account when working overtime for Saturday, Sunday or paid holidays while on a day shift.

Article 12

WAGES

12.01 Job Classification and Wage Rates

The included Wage Schedule, Appendix "A", indicates the approved and accepted scale of rates of all classifications of function.

12.02 New Employees and/or Changing Jobs

Employees beginning employment with the Company, or changing their jobs within the Company, shall receive progressive pay increases as **per Appendix "A" based on the day they started their position.**

- (a) Thereafter, increases shall be every six (6) months until top rate is reached unless otherwise outlined in Wage Schedule Appendix A.
- (b) The adjustment of rate of any employees may be deferred if evidence is submitted at a meeting of Management and Shop Committee Chairperson that the employee is not developing at a normal pace.

12.03 Special Call for Work

- (a) Any employee who, after punching out, is especially called and required to

go on duty for repair or other work shall receive not less than four (4) hours straight time pay. When the recall occurs on the second or third shift, night shift premium will apply. Call time ceases two (2) hours prior to the starting time of the employee's regular shift.

- (b) The employee on recall will only work on the emergency situation for which recalled unless other emergencies arise while on Company property.
- (c) An employee asked to double back on a shift so that they are working more than their normal (8) hours in a twenty-four (24) hour period shall be paid at overtime rate for all hours in excess of eight (8) hours.

12.04 Reporting to Work

- (a) Employees reporting for work on their regular shift, unless otherwise instructed, shall receive not less than their regular day's pay at the rate for their recorded function. If, however, the employee is informed the preceding day by the Supervisor or the individual in charge that there will be no work available at their recorded function the next day, but that other work is available on another function and if the employee accepts the work, it is with the understanding that they will be paid the rate for the function performed the following day.
- (b) The Company will not be responsible for giving notification to employees who are not at work and fail to leave specific instructions as to how they may be reached, or who cannot be reached after such instructions have been followed.
- (c) It is agreed that the stipulations of this section of the Agreement are void in case of major breakdowns or other emergencies beyond the control of the Company.

12.05 Safety Shoes

The Company will reimburse an employee *100 dollars (\$100) every two years* towards the purchase of safety shoes.

12.06 Alarm Service Premium

Employees assigned to plant security alarm service duty in addition to their regular duties shall be paid a fifteen cent (\$.15) per hour premium.

12.07 Plant Opening, Closing and Inspection

Stationary Engineers performing scheduled plant openings, closings and inspections of building and services shall receive two (2) hours pay for each scheduled visit at the rate in effect on the day during which the visit commences.

12.08 Uniforms or Coveralls

Maintenance Tradesmen will be provided with coveralls or uniforms at no cost to them on the following basis:

- each person will be given up to five (5) pairs of coveralls or uniforms.
- the Company will arrange for these coveralls/uniforms to be laundered on a regular basis.

Article 13

VACATIONS

13.01 The Company will endeavour to grant all employees two (2) weeks vacation during the summer vacation season. The weeks of the vacation are to be arranged at least one (1) month in advance, whenever possible to do so.

13.02 Vacation entitlement for all employees shall be based on length of continuous employment with the Company prior to July 1st in any year according to the following schedule:

LENGTH OF CONTINUOUS SERVICE AS AT JULY 1ST INCLUSIVE	VACATION ENTITLEMENT IN WEEKS	<u>VACATION PAY</u> ENTITLEMENT IN REGULAR WEEKS WAGES
1 month	-	1/6
2 months	2	1/3
3 months	2	1/2
4 months	2	2/3
5 months	2	5/6
6 months	2	1
7 months	2	1-1/6
8 months	2	1-1/3
9 months	2	1-1/2
10 months	2	1-2/3
11 months	2	1-5/6
1 or more years but less than 5 yrs.	2	2
5 or more years but less than 10 yrs.	3	3

10 or more years but less than 19 yrs.	4	4
19 or more years but less than 27 yrs.	5	5
27 or more years	6	6

Employees shall first become entitled to third, fourth, fifth and sixth week of vacation on their 5th, 10th, 19th and 27th anniversary of continuous service respectively. Any such vacation shall not be granted prior to the anniversary but must be scheduled between their anniversary and the following December 31st.

Third, fourth, fifth and sixth weeks of vacation must be taken as work requirements permit and at the discretion of Management. Liaison with the Union on vacation schedules will be maintained through the Shop Committee Chairperson.

- 13.03** Where the employment of an employee is terminated, he/she shall receive payment in lieu of any vacation to which the employee has become entitled and for which the employee has not received vacation with pay.
- 13.04** (a) Vacation pay shall be computed as follows: For each week vacation, two percent (2%) of gross earnings for the previous year ending December 31st. - or - 37-1/2 hours at the employee's classified straight time rate, if the employee has worked a minimum of 1000 hours in the previous year ending December 31st - whichever is the greater.

(b) The following hours will count as hours worked for the purpose of qualifying for vacation pay: vacations, paid holidays and time spent on Worker's Compensation not exceeding one year.
- 13.05** If an employee, who has worked for the Company for at least three (3) years of continuous service, has been absent due to illness or accident during the previous year, they shall receive a minimum of one (1) week's pay for each week of vacation to which they are entitled, provided they have worked at least twenty-six (26) weeks of the previous vacation year.
- 13.06** Vacations due in any year must be taken during that calendar year; they cannot be accumulated.
- 13.07** The Company shall make such rules as it shall deem necessary or desirable for the administration of the vacation plan and shall prepare schedules fixing the time when employees shall receive their vacation. The Company may at any time make such revisions in such rules and schedules as it may deem necessary or desirable. The Company's decision shall be final on any question arising out of the administration of the plan, and no such question shall be a grievance within the meaning of the term as used in this Agreement. The Company shall,

however, endeavour to prepare the vacation schedules to suit the convenience of the employees wherever possible and practical.

**Article 14
PAID HOLIDAYS**

14.01 (a) The following holidays in each calendar year shall be recognized whenever possible and the time limits as specified are subject to change by mutual consent.

DAY	TOTAL HOURS	TIME LIMIT
New Year's Day	32 Hours	4:00 p.m. on the day preceding the holiday to midnight on the day of the holiday.
Victoria Day)	24 Hours	Midnight on the day preceding the holiday to midnight on the day of the holiday
Good Friday)		
Dominion Day)		
Civic Holiday)		
Labour Day)		
Thanksgiving Day)		
Remembrance Day)		
DAY	TOTAL HOURS	TIME LIMIT
Christmas Day)	32 Hours	4:00 p.m. December 24 to Midnight December 25
Boxing Day)	24 Hours	Midnight on the day preceding the holiday to midnight on the day of the holiday

If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday and the above schedule shall be applicable.

If a holiday falls on a Sunday, the following Monday shall be considered a holiday and the above schedule shall be applicable.

(b) PERSONAL FLOATING HOLIDAYS

Employees will be granted two paid Personal Floating Holidays in each calendar year to be taken on an individual basis at a mutually agreeable time.

A new employee must work not less than 60 working days to qualify for the first floating holiday, and for not less than 120 days to qualify for the second.

Employees absent for more than nine (9) months in the preceding qualifying (calendar) year, will be required to re-qualify in the same manner as a new employee, as provided in the preceding paragraph.

14.02 All permanent hourly rated employees who are not required to work on the following twelve (12) recognized holidays: New Years Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and two (2) Personal Floating Holidays shall, providing the employee is actively employed sometime during the week of the holiday, receive pay for the normal straight time hours of the day of the holiday, subject to the following conditions:

Provided the employee has worked a full work day both the working day preceding and following such holiday, in which case he or she shall receive pay for that holiday. If the employees work less than the full work day on any such days, they shall receive holiday pay less the hours they were absent on any such days.

If an employee is absent from work without leave from the Management on any of such days, he/she shall not receive pay for such holidays.

In the event that one of the paid holidays falls in a week when an employee is on paid vacation, such employee shall receive pay for the holiday in addition to the employees vacation pay provided the employee has fulfilled the conditions governing holiday pay.

Holiday pay shall be computed on the basis of the hourly rate for the job/shift on which an employee would have worked on the day on which the holiday occurs.

If there is a paid holiday and an employee is a member of the Union Executive and attends a Union meeting the night preceding and is on the night shift, he or she shall receive the normal holiday pay.

Article 15 SENIORITY

15.01 Purpose

It is understood and agreed that in all cases of promotion, or increase or decrease of forces, length of continuous service shall govern as between individual employees when they are on substantially the same basis as to the following factors: Knowledge, training, ability, skill and efficiency. When a senior employee is not chosen for a promotion or a position, the reason shall be given to the Union through the Shop Committee Chairperson in the plant before the

change is made.

15.02 Computation

Seniority will be accumulated from the first day of employment, after successful completion of the probationary period.

15.03 Causes for Loss of Seniority and Continuous Service; and Grounds for Termination

An employee will lose all seniority and continuous service only if such service is interrupted for any of the following reasons:

- (a) He/she quits their employment.
- (b) He/she is discharged for just cause.
- (c) He/she is absent for three (3) consecutive working days (excluding Saturdays, Sundays and Holidays unless excused for reasonable cause.
- (d) He/she, after being recalled from lay-off by the Company, fails within **forty-eight (48) hours** to signify intention to return to work and is therefore passed over or fails to return to work within **five (5) days** after being recalled, without legitimate reason to do so.
- (e) **Employees** laid off, through no fault of their own, for a period exceeding **three (3) months** when seniority and continuous service is less than one (1) year: for a period of nine (9) months when seniority and continuous service is less than five (5) years; and one (1) year when seniority and continuous service exceeds five (5) years.
- (f) If he/she does not report for work upon expiration of an authorized leave of absence unless excused for reasonable cause.

15.04 Transfers Outside the Bargaining Unit

Employees transferred by the Company to a clerical or supervisory position within the plant outside the bargaining unit shall maintain their seniority for a period of up to one (1) year for the purpose of transferring back into the bargaining unit. If such employee remains on the job outside the bargaining unit for more than one (1) year, he/she will lose all length of continuous service in the bargaining unit.

15.05 Job Postings

Vacancies occurring on bargaining unit jobs shall be posted on the Company bulletin board for a period of forty-eight (48) hours, Saturdays, Sundays and statutory holidays excepted. Any employee wishing to apply may do so to the Human Resources Department after first notifying their Department Supervisor of their intention. Jobs need not be posted where the vacancy is filled through normal upgrading within the Department.

Article 16

AUTHORIZATION OF REPRESENTATIVE

16.01 A member of the Union, an employee of the Company, chosen by the employees of the Company (Union members), to be known as the Shop Committee Chairperson, shall be recognized as the Official Representative of the Union provided, however, that the member shall have been employed in the Company for a period of not less than two (2) years, unless otherwise mutually agreed upon.

The Shop Committee Chairperson, or Appointee, shall represent the Union for the settlement of any internal complaints, to do with employee complaints, conditions of work complaints or adjustment of mutual agreements providing they are not in conflict with the principals of the Union.

The Company acknowledges the right of the Union to appoint not more than four (4) representatives to assist in presenting its grievances to the Company and for negotiation of a new contract, preferably limited to one (1) employee per department, one (1) of which shall be the Shop Committee Chairperson.

The Company will allow the Shop Committee Chairperson, with relevant member of the Shop Committee available at that time, to perform their duties as laid down above and compensate them for this at their basic hourly rate. Compensation applies only for time spent on their regular work shift.

16.02 Union Business on Company Time

No Union meeting or activities of any kind shall be held on Company property during working hours, unless authorized by Management.

16.03 Bulletin Boards

The Union shall have the use of a bulletin board for the posting of Union announcements and notices.

Article 17

GRIEVANCE PROCEDURE

17.01 Purpose

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until they have first given to their Supervisor an opportunity of adjusting their complaint.

17.02 Definition

Any grievances that now exist or which may arise and any dispute concerning the meaning and application of the provisions of this Agreement may be taken up for adjustment as follows.

17.03 Steps in Grievance Procedure

Step 1 - Shop Committee Chairperson or delegate to Supervisor within seventy-two (72) hours, three (3) working days of the alleged grievance;

Step 2 - Local Union Grievance Committee to the Plant Manager in writing within five (5) working days of the alleged grievance;

Step 3 - In the event that the parties are unable to agree as to the disposition of any grievance within fifteen (15) days after it shall have been presented under Step 2, it shall then be submitted, within fifteen (15) days after Step 2 is completed, to a Committee of Appeals which shall consist of the General Manager of the Division and the President of the Union, or their representatives chosen for the purpose.

In the event the Committee of Appeals is unable to agree as to the disposition of any grievance within fifteen (15) days after its reference to that Committee, the Company and Union members of that Committee shall proceed to appoint a Board of Arbitration.

17.04 Union Policy Grievance or Company Grievance

A union policy grievance or a company grievance may be submitted to the Company or the Union, as the case may be, in writing, within thirty (30) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step 3 or Article 17.03. The Company or the Union, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within thirty (30) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood and agreed that the provisions of this Article 17.04 shall not be used by the Union in a grievance directly affecting an employee or group of employees.

17.05 Arbitration

The Board of Arbitration shall be composed of one (1) Company appointed member, one (1) Union appointed member and one (1) impartial member,

appointed by the Company and the Union who shall be the Chairperson. Upon the failure of the Company and the Union to select the third impartial member of the Board of Arbitration, the matter shall be referred to the Minister of Labour, Province of Manitoba, requesting him/her to appoint the third Arbitrator.

The Board of Arbitration so chosen shall convene and register its decision within fifteen (15) days of the appointment of the third impartial member. All decisions rendered by a majority of such a Board of Arbitration shall be limited, however, to construing and interpreting the rights of the parties under the terms of this Agreement. It shall have no power to amend this Agreement or add to its terms in any way.

Each of the parties hereto shall bear the expense of the Arbitrator appointed by it and the parties shall jointly bear the expense of the Chairperson of the Arbitration Board, if any. The parties may mutually agree to the appointment of a single arbitrator, as an alternative to a three person board.

No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Article 18

DISCHARGE CASES

- 18.01** A claim by an employee who has attained seniority that he/she has been discharged without just cause shall be treated as a grievance and shall be lodged in writing to the Company and the Union within five (5) working days after the employee ceases to work for the Company. The grievance shall thereupon be processed commencing with the Step 3 of the Grievance Procedure. If the employee's claim is found to be justified, he/she shall be reinstated in his/her employment, with full compensation for the time lost at regular rates, or with such lesser compensation as may appear just and equitable to the conferring parties or the Arbitration Board as the case may be.
- 18.02** If an employee has been discharged without notice, he/she shall have the right to interview his/her Shop Committee Chairperson for a reasonable period of time before leaving the premises.
- 18.03** The employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

Article 19
LEAVE OF ABSENCE

19.01 Maternity Leave

- (a) A maternity leave of absence not to exceed six (6) months shall be granted to female employees with a minimum of twelve (12) months continuous service upon presentation of a doctor's certificate.

An employee absent on maternity leave of absence will be reinstated on her previous job or added to the recall list in accordance with the terms of this Agreement as the case may be, upon receipt of a doctor's statement of her ability to perform her regular duties.

Parental Leave

- (b) A one (1) day paid leave will be granted to the employee on the birth of his child or his or her adoption of a child.

19.02 Bereavement Leave

An employee, with a minimum of one (1) year service, will be granted paid leave at straight time hourly rate for normal time lost, when such time is necessitated by arrangements for and attendance at a funeral when death occurs in the employee's immediate family. Paid leave will be granted as follows:

Five (5) days when death occurs to a wife, husband, child, stepchild.

Three (3) days when death occurs to a mother, father, mother-in-law, father-in-law, legal guardian, brother, sister, grandparent.

One (1) day when death occurs to a brother-in-law, sister-in-law or a grandchild.

When bereavement leave coincides with vacation or a paid holiday, such vacation or holiday will be deferred and later taken at a mutually agreeable time. An employee will not be eligible to receive paid bereavement leave in addition to receiving any other form of wage compensation.

19.03 Jury Duty

All employees called for jury, or crown witness duty will be paid the difference between their base wage rate and the allowance paid by the Court.

19.04 Union Leave

An employee who is elected or appointed to represent the Union at Union functions shall be allowed ten (10) working days per year leave of absence without pay, subject to prior approval by the Employer. During such leave of absence, the employee's regular wages shall be maintained by the Employer, and the Union agrees to reimburse the Employer the full costs of such regular

wages.

19.05 Medical Placement

In the event an employee returning from sick leave is no longer able to perform his/her job, the Company and the Union will meet to discuss the possibility of integrating this employee into another existing position within the bargaining unit.

Article 20

GROUP INSURANCE

20.01 The Company agrees to pay the premiums for benefits provided under Appendix "B" - Group Insurance, for full time, active, seniority employees on the first of the month following completion of three (3) months of continuous active service.

20.02 The following conditions apply:

- (a) The Union agrees that any rebate resulting from registration of the loss of income benefits with the Unemployment Insurance Commission, shall be retained by the Company.
- (b) Upon request, the Company will present to the Union the appropriate agreements between the Carrier and the Company
- (c) The benefits provided are subject to the terms, conditions and limitations of the carrier policies. If there is any inconsistency between this documentation and the actual provisions of the policies, the provisions outlined in the policies shall apply without exception.
- (d) The Company will pay premiums for life insurance, AD & D, weekly disability income, hospital, ambulance and dental benefits subject to the following limitations.
 - 1) If an employee goes on lay-off or goes on approved leave for personal reasons other than disability, his/her coverage continues up to (1) month.
 - 2) Any benefits payable under this Agreement during the continuance period provided in the preceding paragraph will be reduced by the amount of benefits provided as an employee of another employer.
 - 3) If an employee is absent due to physical disability, all coverage continues during such disability up to one (1) year from the date he/she last worked or until used up, whichever happens first.
 - 4) If an employee becomes disabled during any lay-off and has recall rights while any of his/her coverage is still in force, any coverage remaining continues during such disability up to one (1) year from the date he/she last worked.
 - 5) No benefits will be paid during any period when an employee is or could be on a pregnancy leave of absence but benefits will be paid

following pregnancy leave of absence according to the provisions of the policy and any applicable law.

- 6) If an employee's continuous service with the Company is broken, all coverage stops immediately except that life insurance protection continues for thirty-one (31) days. Except as provided in "Life Insurance for Retired Employees", all coverage hereunder shall cease upon an employee's retirement.
- (e) In the event that benefits are terminated for an employee in accordance with Article 20.02 (d), the reinstatement of full benefits (life insurance, AD & D, weekly disability income, hospital, ambulance and dental) will commence the first of the month following his/her return to work.

Article 21 PENSION PLAN

21.01 Provisions of the Pension Plan are incorporated in the Pension Agreement.

21.02 The Company agrees to administer the Pension Agreement with the Union in accordance with the Pension Benefit Act of Manitoba and Regulations thereunder including specifically Sections 21, 22 and 23 (21: Vesting, 22: Funding, and 23: Information to members in the Act).

21.03 For employees retiring after December 5, 1995 the benefit level shall be \$30.00 per month per year of service. For employees retiring after December 5, 1996 the benefit level shall be \$31.00 per month per year of service. For employees retiring after December 5, 1997 the benefit level shall be \$32.00 per month per year of service. ***For employees retiring after March 1, 2000 the benefit level shall be \$35.00 per month per year of service.***

Article 22 SEVERANCE ALLOWANCE

For the purposes of this article, the Company is Crown Packaging Ltd.

22.01 (a) Should the Company decide to permanently close the plant and terminate the service of employees, such employees who are terminated will be entitled to a severance pay subject to the provisions of this article.

- (b) An employee must have at least one (1) year of continuous service with the Company to be eligible for any severance pay. For each year of continuous service, an active permanent employee shall receive one (1) week of severance pay for each full year of service to a maximum of ***twenty-six (26)*** weeks.

- (c) A week's severance pay shall be determined by calculating the employee's posted straight time pay rate for the actual hours worked on a one shift basis during a normal work week (37-1/2). The above severance pay will be paid to the employee in a lump sum at the time of termination.
- (d) Acceptance of severance pay by the employee will terminate his/her status as an employee and the Company will cease any further obligation to the employee.
- (e) In no event will the Company or its affiliates pay severance pay more than once.

Article 23
EQUIPMENT AND PROCESS CHANGES

23.01 If any equipment not covered by the terms of this agreement is installed by the Company, or if any significant additions or modifications are made to existing equipment, a temporary rate will be established by the Company and the new equipment or process will be put into operation. Both parties will meet within ninety (90) days after installation for the purpose of agreeing to a permanent rate. In the event that agreement on a satisfactory rate cannot be reached, the matter will be referred to the grievance procedure and the date of the new rate will be effective the date of the grievance.

Article 24
PROVINCIAL OR FEDERAL LEGISLATION

24.01 The provisions of this Agreement shall be subject to any Provincial or Federal Legislation which now is existing or which thereafter may be made, ***except to the extent expressly limited by a specific provision of this agreement where allowed.***

Article 25
PRECEDENTS

25.01 No precedents or provisions, conditions, rules or agreements shall be recognized in any way to effect or modify this Agreement and all precedents, provisions, conditions, rules and agreements are superceded by this Agreement.

Article 26

DURATION OF AGREEMENT

- 26.01** This Agreement shall remain in force, unless otherwise stated, for a period of **six (6) years from December 5, 1995 to December 4, 2001** inclusive and shall continue in force from year to year thereafter as set forth in the following paragraph.
- 26.02** If either party to this Agreement shall desire to amend or abrogate any or all of its provisions on December 4 in any year, such party shall give notice not less than sixty (60) days prior to December 4. If either party shall so notify the other party in accordance with the preceding section, this Agreement shall terminate on the next December 4. If neither party shall so notify the other party, all provisions of this Agreement shall continue in full force and affect for a period of one (1) year from the next succeeding December 5 and from year to year thereafter as provided in this article.

Article 27

SPECIAL MEETINGS AND AGREEMENTS

- 27.01** During the life of this Agreement, any agreement reached by the Management and the Union on a matter which may arise and is not already covered by this Agreement will be put in writing and approved by both parties.

This Agreement is duly executed by the said parties this **8th day of March 1999.**

FOR THE COMPANY

J. Bogar
General Manager

J. Murray
Human Resources

H. Vielhaber
Plant Manager

M.J. Genn
Executive Administrator

M.E. Lutzer
Vice President Human Resources

FOR THE UNION

B. Tomasson
Chairman, Standing Committee

J.L. Desautels
Standing Committee

S. Riley
Standing Committee

D. Thornson
Standing Committee

C. Marcoux
Standing Committee

J. Woods
National Representative C.E.P.U.

**Appendix "A"
WAGE RATES**

PRINTING DEPARTMENT **DEC. 5/98**

PRESSMAN
 ROLAND \$ 23.53
 7 COLOUR \$ 23.27
 HEIDELBERG \$ 22.59
 4 COLOUR \$ 21.22

2ND MAN
 ROLAND \$ 19.22
 7 COLOUR \$ 19.22
 HEIDELBERG \$ 18.86
 4 COLOUR \$ 18.54

3RD MAN
 ROLAND \$ 15.70
 7 COLOUR \$ 15.70
 HEIDELBERG \$ 15.70
 4 COLOUR \$ 15.59

MATERIAL HANDLER
 AFTER 12 MONTHS \$ 13.69
 6-12 MONTHS \$ 13.35
 POST 1ST 6 MONTHS \$ 13.06

SHEETER OPERATOR
 AFTER 12 MONTHS \$ 15.59
 6-12 MONTHS \$ 15.23
 POST 1ST 6 MONTHS \$ 14.09

PLATEMAKER
 AFTER 24 MONTHS \$ 19.22
 18-24 MONTHS \$ 18.08
 12-18 MONTHS \$ 16.95
 6-12 MONTHS \$ 15.82
 1ST 6 MONTHS \$ 14.70

SERVICE MAN B
 AFTER 24 MONTHS \$ 14.41
 18-24 MONTHS \$ 14.04
 12-18 MONTHS \$ 13.64
 6-12 MONTHS \$ 13.27
 1ST 6 MONTHS \$ 12.99

FINISHING DEPARTMENT

GROUP ADJUSTER \$ 16.94
ADJUSTER A F/Q \$ 16.35
CLASS A \$ 16.04
CLASS B \$ 15.32
CLASS C \$ 14.66
CLASS D AFTER 18 MTHS AS A/A \$ 14.41

CUTTING AND CREASING **DEC 5/98**

PRESSMAN CLASS A \$ 18.73

PRESSMAN CLASS B \$ 18.19

PRESSMAN TRAINEE
 AFTER 12 MONTHS \$ 17.57
 6-12 MONTHS \$ 17.22
 1ST 6 MONTHS \$ 16.86

PRESSMAN CLASS C \$ 16.39

ASSISTANT
 AFTER 18 MONTHS OF M/H \$ 14.22

MATERIAL HANDLER
 12-18 MONTHS \$ 13.89
 6-12 MONTHS \$ 13.57
 1ST 6 MONTHS \$ 13.27

POST- AERATOR \$ 13.86

MAKE READY
 CLASS A \$ 18.73
 CLASS B AFTER 18 MONTHS \$ 17.57
 12-18 MONTHS \$ 16.39
 6-12 MONTHS \$ 14.83
 1ST 6 MONTHS \$ 13.57

GROUP DIEMAKER \$ 16.74

CLASS A DIEMAKER \$ 16.39
CLASS B DIEMAKER \$ 15.05
APPRENTICE DIEMAKER
 24 -30 MONTHS \$ 14.35
 18-24 MONTHS \$ 14.00
 12-18 MONTHS \$ 13.64
 6-12 MONTHS \$ 13.29
 1ST 6 MONTHS \$ 12.99

STRIPPER CLASS A
 AFTER 12 MONTHS \$ 14.31
 STRIPPER CLASS B \$ 14.10
 POST 1ST 3 MONTHS \$ 12.99

SHIPPING AND RECEIVING

SHIPPING CO-ORDINATOR \$ 16.00

SHIPPER \$ 15.21
RECEIVER \$ 15.21

STOCKPERSON
 AFTER 18 MONTHS \$ 14.56

APPRENTICE ADJUSTER
 12-18 MONTHS \$ 14.03
 6-12 MONTHS \$ 13.87
 POST 1ST 6 MONTHS \$ 13.57

12-18 MONTHS \$ 14.35
 6-12 MONTHS \$ 13.86
 POST 1ST 6 MONTHS \$ 9.20

STOCKPERSON
 AFTER 6 MONTHS \$ 13.93
 POST 1ST 6 MONTHS \$ 13.84

MAINTENANCE DEPT

ELECTRICIAN \$ 19.50

WASTE CHECKER
 AFTER 6 MONTHS \$ 13.69
 POST 1ST 6 MONTHS \$ 13.06

MACHINIST/MECHANIC A \$ 18.62

STATIONARY ENGINEER \$ 16.79

FINISHING CLERK \$ 13.89

GENERAL UTILITY-BUILDING

CLASS A \$ 14.00

CLASS B AFTER 6 MONTHS \$ 13.39

POST 1ST 6 MONTHS \$ 12.99

FEEDER TAKE-OFF PACKER
 AFTER 18 MONTHS \$ 13.54
 12-18 MONTHS \$ 12.44
 6-12 MONTHS \$ 10.82
 1ST 6 MONTHS \$ 9.20

UTILITY/BALER

AFTER 18 MONTHS \$ 13.48

12-18 MONTHS \$ 12.44

6-12 MONTHS \$ 10.82

1ST 6 MONTHS \$ 9.20

Printing Department 5-Dec-99 5-Dec-00 Cutting & Creasing 5-Dec-99 5-Dec-00 A1
 Press Operator \$ 24.00 \$ 24.48 B1 Class A - after 6 months \$ 19.10 \$ 19.48 A2 1st Assistant -
 after 6 months \$ 19.60 \$ 19.99 B2 - 1st 6 months \$ 18.46 \$ 18.83 A3 - 1st 6 months \$ 17.45
 \$ 17.80 B3 Class B - after 6 months \$ 18.55 \$ 18.92 A4 2nd Assistant - after 6 months \$ 16.01 \$
 16.33 B4 - 1st 6 months \$ 17.88 \$ 18.24 A5 - 1st 6 months \$ 14.69 \$ 14.98 B5 Class C - after
 6 months \$ 17.93 \$ 18.28 A6 3rd Assistant - after 18 months \$ 13.96 \$ 14.24 B6 - 1st 6 months
 \$ 17.20 \$ 17.54 A7 - 12 - 18 months \$ 13.62 \$ 13.89 A8 - 6 -12 months \$ 13.32 \$ 13.58
 Assistant /Aerator A9 - 1st 6 months POST \$ 10.82 \$ 11.04 B7 - after 18 months \$ 14.50 \$

14.79 B8 - 12 - 18 months \$ 14.17 \$ 14.45 Sheeter Operator B9 - 6 - 12 months \$ 13.84
 \$ 14.11 A10 - after 12 months \$ 15.90 \$ 16.22 B10 - 1st 6 months POST \$ 13.54 \$ 13.81
 A11 - 6 - 12 months \$ 15.53 \$ 15.84 A12 - 1st 6 months POST \$ 14.37 \$ 14.66
 Pre-press Technician/Die maker Pre-press Technician B11 - after 30 months \$ 17.93 \$ 18.28
 A13 - after 6 months \$ 20.27 \$ 20.68 B12 - 24 - 30 months \$ 16.72 \$ 17.05 A14 - 1st 6 months
 \$ 18.36 \$ 18.73 B13 - 18 - 24 months \$ 15.13 \$ 15.43 B14 - 12 - 18 months \$ 13.84 \$
 14.11 Plate Maker B15 - 6 - 12 months \$ 12.44 \$ 12.69 A15 AFTER 18 MTHS \$ 18.45 \$
 18.82 B16 - 1st 6 months POST \$ 10.82 \$ 11.04 A16 12 - 18 MTHS \$ 17.29 \$ 17.64 A17
 6 - 12 MTHS \$ 16.14 \$ 16.46 Stripper A18 1st 6 MTHS \$ 14.99 \$ 15.29 B17 - After 12 months
 \$ 14.60 \$ 14.89 B18 - 6 - 12 months \$ 14.38 \$ 14.67 Ink Technician B19 - 1st 6 months
 POST \$ 13.25 \$ 13.52 A19 After 12 months \$ 14.70 \$ 14.99 A20 6 - 12 months \$ 13.91
 \$ 14.19 Utility Baler A21 1st 6 months POST \$ 13.25 \$ 13.52 B20 - after 18 months \$ 13.75 \$
 14.03 B21 - 12 - 18 months \$ 12.69 \$ 12.95 B22 - 6 - 12 months \$ 11.04 \$ 11.26
 Four -Colour Press B23 - 1st 6 months \$ 9.38 \$ 9.57 Operator 21.64 22.07 1st
 Assistant 18.91 19.29 2nd Assistant 15.90 16.22

Finishing	5-Dec-99	5-Dec-00	Maintenance	5-Dec-99	5-Dec-00
C1 Group Adjuster	\$ 17.79	\$ 18.40	E1 Licensed Electrician	\$ 20.91	\$ 21.33
			E2 Licensed Machinist/Mechanic	\$ 20.01	\$ 20.41
C2 Class A - after 6 months	\$ 16.93	\$ 17.27			
C3 - 1st 6 months	\$ 15.82	\$ 16.14	E3 Stationary Engineer (4th Class)	\$ 17.12	\$ 17.47
C4 Class B - after 6 months	\$ 15.63	\$ 15.94			
C5 - 1st 6 months	\$ 14.98	\$ 15.28	Building Utility		
C6 Class C - after 6 months	\$ 14.95	\$ 15.25	E4 - After 12 months	\$ 14.28	\$ 14.57
C7 - 1st 6 months POST	\$ 13.89	\$ 14.17	E5 - 6 - 12 months	\$ 11.04	\$ 11.26
			E6 - 1st 6 months	\$ 9.38	\$ 9.57
C13 Sorter POST	\$ 13.96	\$ 14.24			
C12 Finishing Clerk POST	\$ 14.17	\$ 14.45			
Assistant					
C8 - after 18 months	\$ 13.96	\$ 14.24			
C9 - 12 - 18 months	\$ 12.69	\$ 12.95			
C10 - 6 - 12 months	\$ 11.04	\$ 11.26			
C11 - 1st 6 months	\$ 9.38	\$ 9.57			
Warehouse					
D1 Shipping Co-ordinator	\$ 16.32	\$ 16.65			
D2 Shipper/Receiver POST	\$ 15.51	\$ 15.82			
Assistant/Belt					
D3 - after 24 months	\$ 14.14	\$ 14.42			
D4 - 18 - 24 months	\$ 13.25	\$ 13.52			
D5 - 12 - 18 months	\$ 12.69	\$ 12.95			
D6 - 6 - 12 months	\$ 11.04	\$ 11.26			
D7 - 1st 6 months	\$ 9.38	\$ 9.57			

* Individuals designated as a lead-hand will receive a premium of \$0.50.

Appendix "B"
GROUP INSURANCE

1. Definition of Employee and Dependents who may be Insured

EMPLOYEES - Fulltime employees become eligible for insurance on the completion of three (3) months of continuous active service. (Effective date 1st of the month following three (3) months continuous service.)

DEPENDENTS

- 1) An employee's spouse,
- 2) Subject to the carrier's conditions, other dependents shall be unmarried children of employees up to and including the day the dependent reaches nineteen (19) years of age and dependent students under the age of twenty-five (25).

A "Spouse" is the person who is lawfully married to an employee and who, at the date as of which a benefit becomes payable under the plans, is not separated from the employee either legally or by written agreement. Children include, in addition to natural children, legally adopted children, step-children residing in the employee's household and any children supported solely by the employee and permanently residing in a household of the employee.

A "Common Law Spouse" shall mean a partner who has been publicly maintained and represented as a spouse continuously for the previous one (1) year, provided all prior spouses have been disqualified.

Dependents do not include anyone who works for the Company or a subsidiary or lives outside Canada and the United States.

2. Selection of Group Insurance Carrier

The Company reserves the right to choose the insurance carrier.

3. General Requirements for Benefits

- 1) Employees whose first day worked is prior to the effective date shall become covered under this Agreement on the effective date if at work, otherwise they shall become covered under this Agreement on the first day they return to work following completion of three (3) months of continuous active service. Employees who do not become covered under this Agreement on the effective date who were covered under the preceding Group Insurance Plan shall continue to be covered in accordance with the terms of such preceding plan until they return to work at which time they shall become covered under this Agreement as set forth above.
- 2) Dependents shall become covered under this Agreement on the date the employees, on whose behalf such dependents are covered, become covered unless such dependents are confined in a hospital, nursing home or like institution on such date, in which case they shall become covered under this Agreement upon their resumption of normal activities thereafter.
- 3) In the event of recurrence of a disability or claim which commenced prior to the effective date, benefits shall be provided under this Agreement reduced by the period for which benefits were provided under the preceding Agreement.
- 4.) Part time employees shall be covered under this Agreement only if they work an average of twenty (20) hours or more weekly and their principal occupation is with the Company. A student employed by the Company during their vacation from school shall not be covered under this Agreement.

- 5) Benefits under this Agreement shall not be provided for any service rendered in or by any facility contracted for or operated by any government for the principal purpose of treatment of members or ex-members of its armed forces.
- 6) Revisions to benefit levels as provided by this Agreement will apply to employees who are actively at work as of the effective date of the revised benefit levels. Dependents become covered for benefit revisions on the same date as the employee unless disabled as of this date and under such circumstances dependents will become covered following their resumption of normal activities.

4. Life Insurance

- a) Amount of Benefits
EMPLOYEES - \$50,000 (effective beginning 1st of the month following date of ratification). The amount of Life Insurance provided herein shall include any amount of death benefits provided at Company cost under any other benefit plan of the Company or a predecessor Company.
- b) Eligibility for Benefits
Life Insurance shall be payable upon the death of an employee from any cause while so insured to the beneficiary named by the employee. The employee may, subject to any applicable laws, change his/her beneficiary at any time by giving written instructions to his/her Human Resources Department.
- c) Total Disability Benefit
If an employee becomes totally disabled before their sixty-fifth (65th) birthday, the life insurance at the time of their disability will be kept in force as long as he/she continues to be totally disabled but in no event beyond the lesser of his/her sixty-fifth (65th) birthday or the date that the employee becomes entitled to a pension excluding the total and permanent disability pension provision. Proof of total disability will be required from time to time.
- d) Life Insurance for Retired Employees
Upon retirement* under the provisions of the Pension Agreement in effect between the Company and the Union, the employee shall be provided coverage for Life Insurance in an amount equal to \$5,000.

*If the employee is terminated and receives a total and permanent disability pension, this clause will become operative when the employee commences to receive their early or normal retirement pension.

Conversion Privilege

When your insurance terminates because of termination of your employment, you will have the privilege of converting your Life Insurance within the next thirty-one (31) days without medical examination to a new policy on any of Great West Life's regular plans (except term insurance other than term insurance to age sixty-five (65) and term insurance for a period of one (1) year which may be converted to a form other than term insurance) without Total Disability Benefit or Accidental Death Benefits for an amount not exceeding the amount of your Group Life Insurance. The premium will be at the rate of your then attained age. If the Group Policy with Great West Life terminates and you had been continuously insured for five (5) or more years you will be entitled to exercise this conversion privilege except that the new policy shall not exceed the full amount you were insured for immediately prior to the termination of the Group Policy up to \$5,000 and twenty five percent (25%) of any insurance over \$5,000 less that amount you are eligible for under a replacing Group Contract.

If you die during the thirty-one (31) day period in which you might have exercised this conversion privilege, your beneficiary will be paid the amount of Life Insurance which you would have been entitled to convert.

5. Accidental Death and Dismemberment

If, while an employee is covered under this Agreement, the employee, as a result of an accident, suffers any of the losses listed below within ninety (90) days of the accident, payment will be made as indicated. The amount of accidental death and dismemberment insurance is as shown in the following schedule.

Full amount of Benefit

EMPLOYEE - \$50,000 (effective beginning 1st of the month following date of ratification).

LOSS OF LIFEFull amount of insurance (paid to your beneficiary)

LOSS OF:

both hands	}	
both feet	}	
the sight of both eyes	}	
one hand and one foot	}	full amount of insurance
one hand and the sight of one eye	}	(paid to you)
one foot and the sight of one eye	}	
speech and hearing	}	
or	}	
quadriplegia	}	

LOSS OF:

one arm	}	three-quarters of the amount
one leg	}	of insurance
paraplegia	}	(paid to you)

LOSS OF:

one hand	}	
one foot	}	
sight of one eye	}	one-half of the amount of
speech or hearing	}	insurance (paid to you)
hemiplegia	}	

LOSS OF:

thumb and index finger	}	one-quarter of the amount
		of insurance (paid to you)

LOSS OF:

hearing in one ear	}	one-sixth of the amount of
		insurance (paid to you)

6. Weekly Disability Income Benefits

Weekly Disability income benefits shall be seventy percent (70%) of an employee's regular weekly earnings to a maximum of \$475.00 per week, or an amount equal to the maximum provided by unemployment insurance, whichever is the greater. Regular earnings include basic earnings with regular overtime and bonuses and shift premiums which form part of regular remuneration.

Benefits shall be paid for periods commencing (1) in the case of disability due to an accident, on the first full day of disability or (2) in the case of disability due to sickness, on the earlier of the first day of hospital confinement or the fourth (4) consecutive day of disability and shall continue to be paid for each week of disability up to a maximum of fifty-two (52) weeks for any single continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes not separated by at least thirty (30) days during which the employee is continuously at work.

An employee will receive a weekly disability income if totally disabled as a result of a non-occupational accident or sickness not covered by Workmen's Compensation, provided they are under the care of a licensed physician. Telephone contact with a doctor does not constitute treatment within the meaning of the Group Policy.

In order to be eligible for these benefits, an employee must be under the care of a licensed physician and furnish written proof of their disability satisfactory to the Insurance Company.

The employer will reimburse employees, upon submission of receipt for the cost of medical certificates required for the Company's Income Replacement Plan, up to a maximum of fifty dollars (\$50.00) per calendar year.

7. Manitoba Health Services Plan

This government program provides coverage for hospital charges up to the standard ward rate and for medically required services of a physician.

Inclusion in the plan is automatic for residents of Manitoba.

8. Maritime life Hospital and Ambulance Benefits

The Company will provide the benefit from the above carrier or equivalent coverage via an alternate carrier.

Such coverage will include reimbursement of up to twenty dollars (\$20.00) per visit, up to an annual maximum of \$200.00 for:

1. The services of a licensed Physiotherapist, under the recommendation of a Physician, or
2. The services of a Chiropractor, or
3. The services of a licensed Massage Therapist, under the recommendation of a Physician.

9. Glasses

The Company will pay up to one hundred dollars (\$100.00) per employee and eligible dependents as defined under Appendix B Item 1, in each of the contract years towards the cost of the purchase of prescription shatterproof glasses or contact lenses, upon submission of receipts.

10. Dental Plan

Employees will be provided with coverage under the Maritime life Dental Service Plan which includes Plan B and Plan C each with 70/30 co-insurance and based on the current Manitoba Dental Association Fee Schedule and the Manitoba Dental Mechanics Association Fee Schedule.

Effective January 1, 1992, the maximum annual benefit payable per person per year shall be:

Dental Service Plan B	}	\$1,750
Dental Service Plan B/C	}	

The Company will pay the full premium for the above benefit.

11. Payment of Claims

Group Insurance benefits are paid promptly on receipt of the necessary information. When you or your dependents are entitled to receive any of the benefits described in this Appendix, please notify the Human Resources Department immediately. Delay may cause disappointment as late reporting could invalidate your claim.

12. Identification Cards

Maritime life identification cards will be provided for all employees.

Appendix "C"
CONTINUOUS OPERATING SCHEDULE

March 11, 1998

There will be four crews; A, B, C and D working a shift schedule which repeats every two (2) weeks, with the day shift swinging to the night shift, vice versa.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
7 a.m.	C12	C12	A12	A12	C12	C12	C8
7 p.m.	D12	D12	B12	B12	D12	D12	D8
Off	A/B	A/B	C/D	C/D	A/B	A/B	A/B
7 a.m.	A12	A12	C12	C12	A12	A12	A8
7 p.m.	B12	B12	D12	D12	B12	B12	B8
Off	C/D	C/D	A/B	A/B	C/D	C/D	C/D

Sundays only are eight (8) hour shifts, first 7 a.m. to 3 p.m. and second 11 p.m. to 7 a.m.; start times are subject to mutual agreement. All employees are scheduled to work eighty (80) hours every two (2) weeks. Every employee gets every second alternating weekend off.

The following articles of the collective agreement are amended as indicated below, but only during the implementation of the Continuous Operating Schedule, and only for those employees working the Continuous Schedule, unless otherwise indicated:

Article 7

Classification of Employees

7.01 If any time during the first two hundred and forty (240) hours worked, any "probationary employee" on the 7-day continuous shift fails to prove satisfactory, such employee may be terminated without recourse to the grievance procedures. Upon completion of such probationary period, the employee shall become permanent and his seniority does not preclude the parties from mutually extending the probationary period up to a maximum of four hundred and eighty (480) hours. This clause is amended for all purposes under the collective agreement.

Article 9

HOURS OF WORK

9.02 (d) Seven Day Operation

9.04 Rest Periods

Three (3) ten minute coffee breaks and a paid twenty (20) minute lunch break in a twelve (12) hour shift. The eight (8) hour shift will have two (2) ten (10) minute coffee breaks and a twenty (20) minute paid lunch.

Article 10
OVERTIME

10.02 Saturday Work
Straight time on Saturdays.

10.03 Sunday Work
Time and one-half on Sundays

10.04 Paid Holidays
Holiday pay will be calculated on number of hours when it applies to employees working on the seven-day shift.
The intend of the aforementioned is to determine pay for “regular hours only” when working on the seven-day Continuous Operating schedule. All overtime hours will be paid according to Article 10- Overtime, of the collective agreement.

Article 11
PREMIUM PAY FOR NIGHT SHIFTS

11.01 (a) The night shift premium will be (\$0.75) an hour for employees working the night shift of the seven-day shift.

Article 12
WAGES

12.04 (c) An employee asked to double back on a shift so they are working more than their normal twelve (12) hours in a twenty-four (24) hour period shall be paid at overtime rate for all hours in excess of twelve (12) hours.

Article 13
VACATIONS

13.01 A week's vacation will be forty (40) hours when it applies to employees working on the Continuous Operating Schedule.

Article 14
PAID HOLIDAYS

14.01 (b) Payment of the two floating holidays will be based on an eight (8) hours day, and employees qualify for the first floater after four hundred and eighty (480) hours worked and for the second after nine hundred and sixty (960) hours worked. Rate of pay for work on mandatory statutory holidays is time and one-half, in additional to eight (8) hours' pay.

14.02 Mandatory working holidays will be Good Friday, Victoria Day, Canada Day, August Civic Holiday and Thanksgiving Day. On such days, if the employer opts in its discretion to schedule work, employees will be required to attend.

Payment for days worked on mandatory working statutory holidays will be paid as time and one-half plus eight (8) hours' pay. The other five (5) statutory holidays are non-mandatory, and are subject to the terms and conditions of the Collective Agreement.

Pay for statutory holidays will be based on an eight (8) hour day.

Article 15
SENIORITY

15.05 Job postings will remain up for a period of ninety-six (96) hours, including Saturday and Sunday, but excluding non-mandatory working holidays when continuous shifting is in effect. When the continuous shifting ends, job postings will remain up for a period of forty-eight (48) hours, excluding Saturday, Sunday and holidays.

Article 19
LEAVE OF ABSENCE

- 19.01 (b) Parental Leave
Parental leave will be based on an eight (8) hour day; at his or her option, an employee may take a scheduled twelve-hour day's leave but be paid for only eight (8) hours.
- 19.02 Bereavement Leave
Bereavement leave, as per this clause, will be based on the following hours: five (5) days will be forty (40) hours, three (3) days will be twenty-four (24) hours, one (1) day will be eight (8) hours.
- 19.04 Union Leave
An employee who is elected or appointed to represent the Union at Union functions shall be allowed eighty (80) working hours per year leave of absence without pay, subject to prior approval by the Employer.

APPENDIX "B"

A physician will calculate short-term sick benefits as a two- (2) day waiting period, after seeking medical attention.

With respect to clause 15.03, "three (3) consecutive days" means days on which the employee was scheduled to work, regardless of the number of hours, and with respect to 15.03 (d), "three (3) days" means three (3) calendar days.

With respect to clause 17.03, "working days" means days on which the employee is scheduled to work, regardless of the number of hours.

Notice of seven day shifting will be two (2) weeks prior to implementation and two (2) weeks prior to discontinuation. Length of time between termination and reinstallation of continuous shifting shall be four (4) weeks.

As a result of ratification, the company agrees retroactively to the period affected in 1997, any wage adjustment applying to night shift premiums, Saturday premiums, Sunday premiums, and statutory holiday premiums.

The Union agrees to withdraw all grievances related to the unilateral imposition of the 7-day schedule in 1997, and all grievances related to work on statutory holidays in 1997.

FOR THE COMPANY

FOR THE UNION

"Herb Vielhaber"
"Jim Murray"
"Sharon Somerville"

"Jerry Woods"
"Ken Emes"
"Rod Morwick"
"Kevin Mozil"

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