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DATE	96	08	28
TERM.	98	08	27
No. OF EMPLOYEES	151		
NOMBRE D'EMPLOYÉS	FN.		

COLLECTIVE AGREEMENT

BETWEEN

MOORE BUSINESS FORMS AND SYSTEMS



MOORE®



AND

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

AND ITS LOCAL 887



CAW  TCA
CANADA



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August 28, 1996 to August 27, 1998

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ARTICLE - 1

RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Moore Business Forms and Systems in the City of Trenton save and except Supervisors, persons above the rank of Supervisor, office and sales staff, students employed during the school vacation period and persons employed on a cooperative training basis with a recognized college or university.
- 1.02 The terms "part-time employee", whenever used, shall mean those employees regularly scheduled to work twenty hours a week or less.
- 1.03 The term "temporary employee", whenever used, shall mean employees who are hired for a period not exceeding 90 days to replace regular employees for purposes of authorized leave of absence, vacations, or general holidays or other short term purposes in accordance with the provisions of this collective agreement.
- 1.04 All new employees must serve a 90 Calendar day probationary period.

ARTICLE - 2

COOPERATION

The Union and all employees will cooperate with the Company to assure a full shift of work on the part of each of the members of the bargaining unit. Everyone will support the Company actively in its efforts to eliminate waste in production, to conserve materials and supplies, to maintain and improve the quality of workmanship and housekeeping, to assist in preventing accidents and to strengthen goodwill between the Company, the employees, the customers and the public.

ARTICLE - 3

UNION REPRESENTATION

- 3.01 The Union may elect four **(4)** members, provided each member so elected has completed one year of service in the Local, to serve along with Chairperson as the bargaining and grievance committee.

For the purpose of this collective agreement, the zones will be identified as follows:

- Preliminary
- Finishing
- Press and Label
- Maintenance, Materials, Shipping, Receiving and Coater

In addition, a service representative from the Canadian Automobile Workers Union, and the President of Local 887, provided he/she is a Moore employee, may attend all bargaining committee or grievance committee meetings with the employer.

3.02 No more than one member can be elected from each of the zones in accordance with the CAW National Constitution. The zones are referred to in Article 3.01 above.

3.03 The Union may designate two (2) members in the bargaining unit who have completed one year of service in the Plant as safety representatives to the Safety Committee for the Plant.

3.04 The Union shall notify the Company in writing from time to time of the names of the Stewards and Committee persons and Chairperson, as each becomes effective. This will also apply to designated alternates. The Company will not be required to recognize any employee as a Steward or as a Committee person or Chairperson or the negotiation committee without notice in writing from the Union.

All meetings with the Company shall be scheduled during normal working hours and the committee may meet by themselves for up to thirty (30) minutes prior to any scheduled meeting, paid for by the Company. The National Representative may be present for all meetings as provided above.

3.05 It is further agreed that the Chairperson will be employed on the day shift. In the case of the Chairperson being absent, his alternate will be on day shift, if possible, given the constraints of business.

ARTICLE - 4

NO STRIKES OR LOCK-OUTS

4.01 The Company agrees that there will be no lock-out of employees during the terms of this collective agreement.

4.02 During the term of this collective agreement, the Union agrees that there will be no strikes, work stoppage, slowdowns, picketing, interruption or interference with work or the operations of the employer, including picketing

ARTICLE - 5

DUES CHECK OFF

5.01 Each employee will execute a written authorization form as set out in Appendix "1" and upon receipt of each authorization form, the Company agrees, pursuant to Section 43 of the Ontario Labour Relations Act, to deduct from the wages of each employee in the bargaining unit, dues in accordance with the CAW constitution and/or local union bylaws.

5.02 Nothing in the agreement requires an employee to become a member of the Union.

5.03 The deduction referred to in paragraph 5.01 above shall be made from the wages owing each employee, provided the employee worked 40 or more hours in the month. Initiation fees shall be deducted from all employees who become members of the Union. The Financial Secretary of the Local Union will notify the Company in writing of any changes in the amount of Union dues and/or initiation fees to be deducted in line with constitution requirements of the National Union.

5.04 Amounts deducted hereunder shall be paid by cheque payable to the Union, and remitted by mail to the Financial Secretary of the Union on or before the fifteenth day of each month following.

5.05 The Union shall indemnify and save the Company harmless from all claims, demands, actions, or liability arising out of or in any way connected with the collection of union dues or the equivalent.

ARTICLE - 6

MANAGEMENT FUNCTIONS

- 6.01 Except as otherwise expressly abridged or modified by this collective agreement, nothing shall be deemed to limit the Company in its function of operating and managing its affairs in all respects. In doing so, it is agreed that it is important for the Company to be as efficient and cost effective as it determines it can be.
- 6.02 For greater certainty, but without limiting the generality of the foregoing, the Company shall have the sole and exclusive right:
- (a) to plan, operate and manage its affairs and facility in all aspects including to hire, direct, inspect, control and schedule its work force and operations, assign hours of work and overtime, transfer, classify, promote, demote, lay off, recall, evaluate, retire, and discipline or discharge in accordance with Article 27;
 - (b) to determine job content and assignments, standards or performance, qualifications of and number of employees to perform work, and to select procedures, methods, equipment, supplies, services and facilities to be used;
 - (c) to establish, enforce, change and amend from time to time regulations to be observed by employees.
- 6.03 These management functions shall not be exercised in a manner inconsistent with the specific terms of the collective agreement.

ARTICLE - 7

HOURS OF WORK

- 7.01 The regular work week for full-time employees is forty (40) hours. Employees are expected to perform eight (8) hours of production. If taking a formal lunch break, this must be made up. The Company is, however, under no obligation to guarantee that forty (40) hours work will be available in any one basic work week. The normal hours of work shall be:

Day Shift	8:00 a.m. - 4:00 p.m.
Afternoon Shift	4:00 p.m. - 12 midnight
Night Shift	12 midnight - 8:00 a.m.

- 7.02 No overtime will be worked without prior authorization of the employer. Authorized time worked by an employee in excess of eight (8) hours per day or in excess of forty **(40)** hours per week will be paid in accordance with Article 8 Overtime. There will be no pyramiding of shift premiums. Overtime will be paid on the basis of completed units of six (6) minutes.
- 7.03 In the event of the Plant working more than one shift, the shifts other than the regular day shift shall be considered off shifts for which a premium will be paid, The premium for the afternoon shift will be 50 cents per hour and 55 cents per hour for the night shift effective August 28, 1996 and effective August 28, 1997 60 per hour for the night shift. The premium shall only be paid to an employee regularly scheduled to an off shift. The premium shall not be counted as part of the hourly rate for any purpose.

ARTICLE - 8

OVERTIME

- 8.01 It is agreed that the Company may require employees to perform work in excess of their regularly scheduled hours to a maximum of 48 hours per week, and such work shall be performed. In no event will an employee be required to work overtime before or following his/her normal scheduled hours on more than one occasion in any given week. The Company will endeavour to provide reasonable notice of overtime.
- 8.02 Any authorized work performed by an employee in excess of his regularly scheduled hours shall be considered as overtime and paid for at the rate of time and one-half for the first four hours and double time thereafter.
- 8.03 For authorized work done by an employee on Saturday, the overtime rate shall also be time and one-half for the first four hours and double time thereafter. Overtime worked on Sunday or paid holidays will be paid for at the rate of double time.
- 8.04 If an employee has completed his or her regular shift and has left the plant, or is on his or her regularly scheduled days off and is called back to work for emergency reasons, applicable overtime rates be paid for the actual hours worked. The minimum will be four **(4)** hours pay at straight time.
- If the call-in time is pre-arranged, payment for the time worked will be at the applicable overtime rates and not on the basis of the emergency call-in pay procedure.

ARTICLE - 9

SENIORITY

9.01 All employees' names shall appear on the full-time seniority list after they have successfully completed their probationary period. The list will show the last date of hire with the Plant.

Seniority for all full-time employees in the bargaining unit on the effective date of this collective agreement shall be based on their last date of hire into a full-time position with the Plant.

In the case of all new employees hired after the signing date of this collective agreement, a master seniority numbering system will determine highest seniority.

9.02 Each person who is newly hired into the bargaining unit shall be on probation for ninety (90) calendar days, during which time the probationer shall not have seniority and may be terminated for cause or on a basis which the Company may determine. **Any** such termination shall not be disputed through the complaint or grievance and arbitration procedure.

9.03 The Company will provide the Union with a copy of the seniority list every four months. A copy of the list may be posted on the Union bulletin board. Only additions to, deletions from, or typographical errors in the seniority list may be challenged under this clause.

9.04 Transfers - Any employee who transfers to a position outside of the bargaining unit will be credited with their previous seniority, should they return to the bargaining unit within twelve (12) months of the transfer.

ARTICLE - 10

LOSS OF SENIORITY

10.01 Seniority and employment shall terminate immediately for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged, and such discharge is not reversed through the grievance or arbitration procedure.

- (c) if an employee is absent without reasonable cause for three (3) working days without properly notifying the Company of the absence;
- (d) if an employee fails to report within three (3) working days when recalled by the Company and after delivery of the recall notice by registered mail or telegram to the address on record with the Company. The three day period will start upon the date of the delivery of the recall notice;

This clause will not apply to recalls of five (5) days or less.

- (e) if an employee overstays a leave of absence without permission of the Company or utilizes the leave of absence for other than the reasons for which it was granted;
- (f) if an employee refused to continue to work or to return to work in violation of the no strikes and lock-out article;
- (g) if an employee retires;
- (h) if an employee with **six (6)** months or less service is absent due to sickness or injury for a period of more than six **(6)** months. Employees who have more than six (6) months service will be retained for a period equal to their length of service, but not to exceed twenty-four **(24)** months, except in the case of an employee on **Workers'** Compensation for as long as he/she remains unemployed.
- (i) if an employee with **six (6)** months or less service is on layoff for a period of more than six (6) months. Employees who have more than six (6) months service will be retained for a period equal to their length of service, but not to exceed twenty-four (24) months.

ARTICLE - 11

JOB POSTING

- 11.01 Where the Company creates a new position or wishes to fill a vacancy, it will post the position for information purposes for five (5) working days. The employee who is qualified and who has the greatest qualifications, ability and skill to fill the vacancy immediately, shall be selected. When two or more employees who are qualified are equal, seniority will be the determining factor. The Human Resources Department will post notice of the successful applicant within three (3) working days of awarding the job.

11.02 If no employee is qualified to fill the vacancy immediately, the Company may choose to place another person from outside the bargaining unit into the position or may choose an employee from the bargaining unit for training.

11.03 It is agreed that internal postings will be settled within sixty (60) days from the date the posting closes. It is also agreed that external postings will be settled within 90 days from the date the posting closes. The Company will endeavour to adhere to these guidelines. In the event that an opening has not been filled within these time frames, the Company will approach the Union for an extension (if the situation warrants) or the position is to be re-posted.

ARTICLE - 12

LAYOFFS

12.01 In the case of a layoff from the bargaining unit or a recall of an employee with seniority to a position in the bargaining unit, seniority shall govern as between all individual employees so long as the senior employee is immediately qualified and able to perform satisfactorily the work which is available at the rate of pay applicable to the job.

The term "immediately qualified" means being able to perform satisfactorily the key responsibilities and duties of the job within a ten (10) working day re-orientation and familiarization period from the start date of the job. It is understood that no training is to take effect during this period.

In the event of layoff the Press Operators or Collator Operators will be given the opportunity to bump into Offline Applications Operator provided they are able to perform satisfactorily the key responsibilities and duties of the job within a (10) ten day working orientation and familiarization period from the start date of the job.

If a laid off employee is unable to perform satisfactorily the key responsibilities and duties of the job of a displaced employee within the above ten (10) working day period, then that employee will be laid off without the opportunity to exercise his/her seniority rights.

12.02 The employee whose job is being eliminated, and who has the seniority and qualifications to replace another employee, must replace the lowest seniority person in the department who is closest to them in terms of wage rate. That person will then replace the lowest seniority person in the plant who is closest to them in terms of wage rate. That person will then replace the lowest seniority person in the plant in a job for which the more senior employee is qualified.

12.03 In the event of layoffs, Union committee persons will be retained in their respective zones, regardless of their seniority, as long as they can perform the work that remains in the zone. The Union Chairperson will be the last person in the bargaining unit to be laid off, as long as he/she can perform the available work.

ARTICLE - 13

INCAPACITATED EMPLOYEE

13.01 Where an employee has become incapable of performing the essential duties of his or her job on a regular basis, the Company may, in its discretion, unilaterally reassign the employee to another vacant position in the bargaining unit without regard to the layoff, recall and promotion provisions of this agreement, provided the employee is capable, in the opinion of the Company, of satisfactorily performing the duties of the new position. If no such position becomes available within the time as prescribed in Article 10.01 (h), then the employee shall lose all seniority and be deemed to have been terminated in accordance with Article 10.01(h).

13.02 In order to form the opinions required, the Company Doctor must receive access from the employee involved to all relevant medical records and opinions respecting the employee.

13.03 If a dispute arises between the employee's Doctor and the Company's Doctor, a specialist will be chosen by mutual agreement to render an independent assessment.

ARTICLE - 14

VACATIONS

- 14.01 (a) than one vacation
- 14.01 (b) or more years of vacation with hours pay, whichever
- 14.01 (c) five (5) or more years weeks vacation with pay 120 hours pay, whichever is
- 14.01 (d) Employees with ten (10) or more years of service as of June 30th will receive four weeks of vacation with pay equal to 8% of their gross earnings or 160 hours pay, whichever is greater, for the year ending June 30th.
- 14.01 (e) Employees with twenty (20) or more years of service as of June 30th will receive five weeks of vacation with pay equal to 10% of their gross earnings or 200 hours pay, whichever is greater, for the year ending June 30th.
- 14.01 (f) Should a holiday provided for in this agreement to which the employee would obviously be entitled occur during an employee's vacation, the employee will be allowed an extra day of vacation or an extra day of pay in lieu of the holiday, by mutual agreement.
- 14.01 (g) If an employee celebrates their 5th, 10th, or 20th year of service between July 1 and December 31 of a vacation year, then that employee is eligible for a 3rd, 4th, or 5th week of vacation entitlement, as applicable. This entitlement is available to the employee only after the anniversary of their date of hire.
- 14.01 (h) Employees will cease to be eligible for vacation pay when they have been absent from work on Worker's Compensation for a period of twelve (12) month's.

14.02 The Company will schedule two weeks of vacation for eligible employees between the beginning of the last week of June and the end of the first week in September (a 10 week period).

14.03 The third, fourth, and fifth weeks, when applicable, may or may not be taken with the other two at the discretion of the Company. Subject to the demands of the business and the 20 per cent rule, the third, fourth, and fifth weeks of vacations will be taken at a time mutually agreed upon between the employee and the Company with every effort being made to grant these at the time requested.

14.04 (a) A vacation request list will be circulated by the department Supervisor starting no later than February 1st for employees to indicate their preference for scheduling their first two weeks of vacation. The scheduling of the first two weeks is to be completed by the last day of February.

The third, fourth, and fifth weeks of vacation will be scheduled respectively during the month of March.

Seniority will prevail until April 1, thereafter, further selection shall be on a first-come, first-serve basis.

14.04 (b) The final list will be posted on May 1st and an individual's scheduled vacation will not be subject to change unless by mutual consent.

14.05 Ten percent of an operation within a department may be away at any one time with the following exceptions:

(a) The 10 week summer period- 20% away;

(b) March School Break - 20% away.

(c) Month of December - 20% away

14.06 The vacation scheduling period will be fifteen (15) months, from January 1st of one year to March 31st of the following year.

14.07

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unearned vacation

ARTICLE - 15

PAID HOLIDAYS

- 15.01 (a) Employees who have completed three (3) months of service with the Company will be paid their regular daily rate for their normal work day for New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas, Boxing Day, the Employee's Birthday, and two personal holidays. This is providing that the employee puts in a full day's work on the working day preceding and the working day following the paid holiday and the employee has worked 12 days in the 28 preceding the holiday. The qualifier of working 12 days in the 28 preceding the holiday will not apply if failure to do so was a result of the employee being on Worker's Compensation.
- 15.01 (b) The working hours revolving around the Christmas and the New Year's holidays will be pre-set by mutual agreement.
- 15.01 (c) In the event an additional Statutory Holiday is declared law during the life of the agreement, this day will replace one of the personal holidays.
- 15.01 (d) The personal holidays will not be taken in July or August or from December 15th to December 31st. One week's (5 working days) notifications is required except in the case of emergencies. All requests will be dated and seniority will be the governing factor when more than one application is received for the same day on the same day. In all other cases, date of application will prevail. The granting of this personal day will be done in a way consistent with maintaining the work force.
- 15.01 (e) In the case of a multi employee machine operation, there will be no more than two operators and two helpers away on the same personal day.
- 15.01 (f) However, in certain cases for a holiday an employee may be absent the day before and the day after a holiday and still be eligible for the holiday pay if the employee has an acceptable reason.

- 15.01 (g) If any of the above holidays falls on a Saturday, it will be observed on the previous Friday and paid for. If any of the above holidays falls on a Sunday, it will be observed on the following Monday and paid for. It is further agreed that neither Christmas Eve nor New Year's Eve will be considered as a working shift, for the afternoon shift.
- 15.02 Any employee required to work on a paid holiday, will receive the regular daily rate for the normal work day plus double time for the hours actually worked on the said holiday.

ARTICLE - 16

HEALTH AND SAFETY

- 16.01 The Company shall continue to make reasonable provision for the safety and health of its employees during working hours.
- 16.02 The Company agrees to recognize a safety committee composed of ~~two~~ (2) employees appointed by the Union and two (2) members appointed by the Company.
- 16.03 The National Union Health and Safety Rep shall have access to the workplace upon obtaining approval from the Plant Manager with reasonable advance notice.
- 16.04 The Company will pay 100% to a maximum of \$110 effective August 28, 1996 towards the cost of one pair of safety shoes and/or boots per calendar year and \$120.00 towards the cost of one pair of safety shoes and/or boots effective August 28, 1997. If an employee has not used the previous year's safety footwear allowance, that employee can carry forward that unused allowance and combine it with their current year's allowance to a maximum \$200 in any two year period. The safety footwear allowance for the upcoming year cannot be used in advance.

ARTICLE - 17

WAGES

- 17.01 The basic hourly rates of pay for the classifications in the bargaining unit will be as set out in Schedule A and Schedule B.

17.02 Both parties recognize their obligation to comply with the Ontario Pay Equity laws once they have been made effective.

ARTICLE - 18

BENEFITS

18.01 All employees will be entitled to the following Moore benefit plans in accordance with the terms and conditions of these plans.

Moore **Life** Insurance Plan
Moore Health Care Plan
Moore Dental Plan
Moore Long Term Disability Plan
Moore Voluntary Personal Accident Insurance Plan
Moore Retirement Income Plan
Moore Savings Plan

ARTICLE - 19

LEAVE OF ABSENCE

19.01 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact the immediate Supervisor as far in advance as possible of the scheduled starting time giving the reason the employee is unable to attend work, the date of expected return, if known, and the details as to where the employee can be contacted during the absence. If the employee cannot contact the Supervisor, another Supervisor within the department, or if there is no other Supervisor, the appropriate Manager must be contacted by the employee. An employee may be required by the employer to substantiate the reasons for any absence.

19.02 Leave of Absence Without Pay

The Company, in its sole discretion, may grant a leave of absence without pay for personal emergencies or for important family reasons. An employee requesting such a leave of absence must provide as much notice as possible to the immediate Supervisor, clearly stating in writing the reasons for the request and the proposed duration.

19.03 Return to Work

An employee who fails to return to work from an authorized leave of absence for reasons which are unsatisfactory to the employer or who utilizes the leave of absence for other than the reasons for which it was granted, shall lose all rights under the collective agreement and the employee's employment shall be deemed to be terminated forthwith.

ARTICLE - 20

MATERNITY LEAVE

20.01 Subject to the following conditions, the Company will grant a leave of absence without pay to a pregnant employee:

- (a) Such employee must have twelve (12) months and eleven (11) weeks continuous Company service before the expected date of delivery;
- (b) The Company may require medical verification of the employee's condition during her pregnancy and prior to her return to active employment;
- (c) The leave shall commence no earlier than eleven (11) weeks before the expected delivery date. The employee may choose the **timing of** the commencement of the leave, provided continued active employment is not detrimental to Company operations or to her health as confirmed, if the Company so requests, by a written medical opinion satisfactory to the Company. Leave will expire when the employee has been absent from work for seventeen (17) weeks **plus** the period, if any, between the expected date of delivery and the actual date of delivery.

An employee may return to work before the leave would normally expire, however, if she **and** the Company agree that the portion of leave that follows the date of delivery should be a period of less than six (6) weeks, the employee shall provide the Company, before her return to work, with a medical verification satisfactory to the Company that the resumption of employment will not endanger her health.

- (d) An employee shall lose all rights under the collective agreement and her employment shall be deemed to be terminated forthwith if she fails to report for work at the expiry of the maternity leave of absence for reasons which are unsatisfactory to the Company.
- (e) The employee shall submit to the Company an application in writing for such leave at least six (6) weeks before the day specified by her in the application as the day on which she is requesting such leave to commence;
- (f) When an employee returns from leave, the Company shall first attempt to reinstate her in the position occupied by her at the time such leave commenced; or secondly, shall place her in another position with not less than the same benefit plan coverage and salary in effect at the commencement of the leave.

20.02 When a maternity leave is immediately preceded by a short term disability claim relating to the pregnancy, the maternity leave will begin on the date that U.I. pregnancy benefits can be applied for, i.e., ten (10) weeks before the expected date of delivery. No short term disability benefits will be paid during a maternity leave of absence.

ARTICLE - 21

JURY OR WITNESS LEAVE

21.01 An employee who has completed his or her probationary period and who is summoned for jury duty or who is subpoenaed to appear as a witness at Court proceedings at a time during which he or she would normally have worked, will be granted a leave of absence without loss of pay for the time required to attend Court providing he or she:

- (a) Advises his or her Supervisor immediately after being notified of the requirement to attend court;
- (b) Pays to the Company any pay received for such service, other than expenses;
- (c) Renders an accounting of amounts received together with proof of attendance;
- (d) Returns to work if he or she is released from court at 12 noon or before.

21.02 Compensation for such leave shall be based on the number of working hours missed on an employee's regular work schedule.

ARTICLE - 22

DEATH IN AN EMPLOYEE'S FAMILY

22.01 In the event of death in an employee's immediate family, up to three (3) days leave of absence will be granted without loss of pay to arrange and attend the funeral. The time off as *is* necessary will not exceed three (3) days in succession and the employee will be paid for the days which he/she would otherwise have worked at his/her regular scheduled hours and regular hourly pay. Immediate family means: spouse, children, parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law.

22.02 In the event of the death of an employee's spouse or child, an additional ~~two~~ day's leave of absence will be granted without loss of pay.

22.03 Two (2) day's leave of absence with pay to attend the funeral will be granted in the event of the death of a grandchild.

22.04 Further, it is understood that only the actual number of working days lost, up to and including the day of the funeral, **will be** paid for, except in the death of a spouse or child or in special cases. Should a death, referred to in this Article, occur while an employee is on vacation, one additional day's vacation shall be granted at a date mutually agreed upon by the employee and his/her immediate Supervisor.

22.05 This leave of absence shall not be construed as applying to instances where an employee does not attend a funeral due to distance requirements, etc. One day compassionate leave will be granted to employees who cannot attend the funeral.

ARTICLE - 23

UNION LEAVES

The Company will grant leave of absence without pay or loss of seniority to up to four **(4)** employees at any one time, who have completed one year of service in the plant, for the purposes of attending official union functions

provided the leave is requested at least two weeks prior to the leave and that such leave does not impair the Company's ability to run the business. The Company will make every effort to grant such requests on the understanding that the Union will make every attempt to avoid the month of July.

ARTICLE - 24

NO DISCRIMINATION

- 24.01 There shall be no discrimination or harassment against any employee by the Company or the Union in accordance with and as defined with the Ontario Human Rights Act.
- 24.02 There shall be no discrimination, interference, restriction, or coercion exercised or practised **by** any of the representatives of the Company or the Union with respect to any employee because of membership or non-membership or activity or inactivity in the Union.
- 24.03 The Union agrees that there will be no Union activity of any kind or solicitation for membership on Company time without the express permission of the Supervisors of any employees involved **and** permission shall not be unduly delayed or denied.

ARTICLE - 25

GRIEVANCES

GRIEVANCE PROCEDURE

- 25.01 The purpose of this article is to establish a procedure for the settlement of all grievances. A grievance under this collective agreement is a complaint in writing by an employee or a group of employees, the Union or the Company, as provided herein regarding the interpretation, application, administration or an alleged violation of the collective agreement.
- 25.02 Preliminary Step

It is understood that there is no grievance until the Supervisor of the aggrieved employee has first been given an opportunity to deal with the complaint. Such complaints must be discussed in the presence of a Committee person, if so requested, with the first level of Supervision to whom the employee directly reports within five (5) working days after the circumstances that gave rise to the grievance first occurred or became known

to the griever. The Supervisor will reply within five (5) working days. If the complainant is not satisfied with the oral reply of the Supervisor, a written grievance may be filed in the following manner and sequence.

25.03 Step 1

The employee must, with the assistance of his department Steward if the employee requested, present his grievance in writing to his department Manager within five (5) working days of the receipt of the oral reply referred to in 25.02 above. The department Manager shall respond in writing within five (5) working days of receipt of the grievance. If it is not referred to Step 2, as provided below, the grievance will be considered to be satisfactorily resolved on the basis of such decision.

25.04 Step 2

If the department Manager's response is not satisfactory to the employee, the employee must within two (2) working days of receipt of the department Manager's response indicate in writing that he wishes the Plant Manager to consider the grievance.

The grievance must state the name of the griever and classification, the name of the Steward for the department involved in processing the written grievance, the date upon which the grievance was prepared, the details of the grievance, the date upon which it is alleged to have first occurred, the department Manager's name and title, the articles and sections of the agreement alleged to be violated, the remedy sought and the signature of the griever and the Steward.

Within five (5) working days of receipt of the grievance, the Plant Manager or his designate, shall arrange a meeting to discuss the grievance with the employee and the grievance committee.

Within five (5) working days of the meeting the Plant Manager shall respond in writing to the grievance.

25.05 Step 3

If the Plant Manager's response is not satisfactory, the Plant Chairperson must inform the Plant Manager in writing within five (5) working days of receipt of the Plant Manager's response that the grievance will be presented to an Arbitration Board established in accordance with the Labour Relations Act of Ontario. If no written request for arbitration is received within the time specified by the Company or Union, as the case may be, the grievance shall

be deemed to have been settled and not eligible for arbitration.

25.06 Any difference arising directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of this collective agreement may be originated as a grievance in Step 2 by either party. The information identified in Step 2 must be included in the grievance. This must be done within five (5) working days after the circumstances giving rise to the grievance first occurred. The grievance shall be answered in writing by the Company or the Union, as the case may be, within fifteen (15) working days following the receipt of the grievance. Failing receipt of a satisfactory answer, the grievance may be submitted to arbitration as in Article 25.05 above. It is understood that a grievance dealt with under this paragraph shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal grievance shall not be bypassed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this agreement and that adversely affects the right of persons in the bargaining unit.

25.07 A grievance by a group of employees regarding the interpretation, application, administration or an alleged violation of this collective agreement may be filed in accordance with the provisions of this article beginning at Step 2 providing the facts of each employee's **case** are the same and any legal issue is also the same.

25.08 Time Limits

All time limits referred to in the grievance procedure shall be deemed to be mandatory unless extended by mutual written agreement of the Company and the Union. If the grievance is not presented at any step in accordance with the prescribed time limits, the grievance may be referred to the next step of the grievance procedure.

25.09 No monetary adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive to a date prior to the date of occurrence of the circumstances giving rise to the grievance which shall in no case be longer than ten (10) days prior to the date of the filing of the written grievance in Step 1. In addition, any compensation or wages lost will be less any monies earned elsewhere or received from unemployment insurance.

25.10 The grievance or the reply will be delivered by hand, if possible, and will be deemed to be presented and received on the date so delivered.

- 25.11 The parties agree that efficiency of plant operations is of primary concern. The processing of a grievance to management will be done during working hours at a mutually agreed upon time so as not to interfere with efficiency of operations. The normal daily pay of bargaining unit employees involved will not be reduced.
- 25.12 The term "working days" when used in the article shall exclude Saturdays, Sundays, and the holidays enumerated in Article 15 respecting holidays.

ARTICLE - 26

ARBITRATION

ARBITRATION BOARD

- 26.01 (a) When either party request that a matter be submitted to arbitration as provided in Article 25 "Grievance Procedure", it shall at the same time nominate a nominee and provide a list of no less than four **(4)** proposals for Chairman of the Arbitration Board. Within twenty (20) days thereafter, the other party shall nominate a nominee and respond to the proposals for Chairman, provided, however, that if such party **fails** to nominate a nominee as herein required, the other party may request the provincial Minister of Labour to make such appointment and the Minister shall be deemed to be authorized hereby to make the appointment. The two parties shall select by agreement the Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman, either party shall then request the Minister of Labour to appoint an impartial Chairman. These time limits may be extended by mutual written agreement of the employer and the trade union. If all three members of the Arbitration Board have not been appointed or if application to the Minister of Labour has not been made within forty-five (45) days of the date of request that a matter be submitted to arbitration, the grievance shall be deemed to have been withdrawn.
- (b) By mutual agreement, the parties may agree to proceed to arbitration of a particular grievance by the procedure of exchanging lists of three (3) proposed single arbitrators. In the event that a name is proposed common to both lists, such person shall be invited to serve as arbitrator of the grievance. When no name is common to both lists, the party requesting that the matter be submitted to arbitration may, within ten (10) working days after the lists have been exchanged, request the Minister of Labour to appoint an impartial arbitrator and

the requesting party shall provide the other party with a copy of the request.

26.02 No person may be appointed to the Arbitration Board who has been involved in any attempt to negotiate or settle the grievance.

26.03 The following provisions shall govern Arbitration Boards:

- (a) in any arbitration, the written record of the grievance at Step 2 shall be presented to the Arbitration Board and the award of the Board shall be confined in determining issues therein set out;
- (b) no matter shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure;
- (c) the Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this collective agreement nor to modify, alter, add to, subtract from or amend any part of this collective agreement.
- (d) the written findings of the majority of the Arbitration Board as to the interpretation, application, administration or alleged violation of this collective agreement, will be final and binding upon the parties concerned; in the event that a grievance is referred to an Arbitration Board on which it has no power to rule, the case shall be dismissed without decision or recommendation on its merits.

26.04 The term "working days" when used in this article shall exclude Saturdays, Sundays and the holidays enumerated in Article 15 respecting holidays.

ARTICLE - 27

DISCIPLINE AND DISCHARGE

27.01 The termination of a probationer may be for cause on a basis which the Company may determine.

27.02 Without restricting the Company's right to discharge for cause generally, the following offenses shall be considered just cause for discharge:

- (a) the possession or use of or being under the influence of alcohol, or unprescribed drugs on the employer's premises;
- (b) theft, deliberate destruction, or sabotage of property or equipment;
- (c) conviction of a criminal offence under the Criminal Code reasonably related to the Company's duties.

It is understood that each case will be reviewed on its own merits.

27.03 The question of whether, in fact, an employee committed an offence referred to in 27.02 may be submitted to the grievance and arbitration procedure.

27.04 **A** claim of discharge without cause by an employee who has completed the probationary period shall be treated as a grievance if a written statement of such grievance in the form set out in Step 2 of the grievance procedure is lodged with the Company within five (5) working days of the discharge, commencing at the third step of the grievance procedure. Subject to 27.02 above, a grievance arising because of discharge may be settled under the grievance procedure by:

- (a) confirming the employee's dismissal; or
- (b) reinstating the employee with or without compensation for the time lost; or
- (c) any other arrangement mutually agreed to between the parties or by any other arrangement decided by a Board of Arbitration.

27.05 If an employee is to be summoned to a meeting of the Company for the purpose of being disciplined, the employee shall be so advised and may request the attendance of the Steward for the department in which the grievor works after having been advised of his/her right to do so. If the Steward is unavailable, another Steward or the Plant Chairperson may be designated. The unavailability of Stewards shall not stop the meeting or affect the quality of the discipline meted out in extreme cases only. The Company shall provide the employee and the Union with a copy of any written discipline.

ARTICLE - 28

BULLETIN BOARD

- 28.01 The Company will provide one bulletin board in the Plant for the use of the Chairperson of the negotiating committee for posting notices of the following types:
- (a) notices of recreational and social events;
 - (b) notices of elections;
 - (c) notices of results of elections;
 - (d) notices of meetings;
 - (e) notices of general health and safety matters;
 - (f) notices and/or brochures provided by the CAW.
- 28.02 The Union bulletin board shall not be used for posting or distributing political matters or Union matters not directly related to the bargaining unit and the administration of this collective agreement.
- 28.03 Each notice which is to be posted shall be provided to the Manager of the Plant, or in his absence the Human Resources Manager, in advance for information and approval, which shall not be unreasonably denied. Notices **so** approved shall be signed by the Chairperson and the Manager of the Plant, or in his absence the Human Resource Manager. Posted notices which are not so approved shall be removed.

ARTICLE - 29

DURATION OF AGREEMENT

- 29.01 * This collective agreement shall become effective on August 28, 1996 and shall remain in full force and effect until 11:59 p.m. on August 27, 1998.
- 29.02 Either party may notify the other in writing, within ninety (90) calendar days prior to the expiration date, that it desires to negotiate amendments to the collective agreement or to terminate it. In the event that no notice has been given as required above, the agreement shall continue in full force and effect until twelve (12) months thereafter.
- 29.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiry date, this agreement shall remain in full force and effect until the date on which a new agreement is made effective between the parties or until the date on which either of the parties may lawfully alter the terms or conditions of employment in accordance with the Labour Relations Act, whichever date shall first occur.

ON BEHALF OF THE UNION

Wayne McGee

Paul Lounsbury

Blanner

Paul Hillier

Gary Schwab

Butte Frye

ON BEHALF OF THE COMPANY

[Signature]

[Signature]

**SCHEDULE A
TRENTON PRODUCTION RATE SCHEDULE
EFFECTIVE: AUGUST 28, 1996 TO AUGUST 27, 1997**

<u>CAT</u>	<u>START</u>	<u>3MOS</u>	<u>6MOS</u>	<u>12MOS</u>	<u>18MOS</u>	<u>24MOS</u>	<u>30MOS</u>	<u>36MOS</u>	<u>42MOS</u>	<u>48MOS</u>
10	13.43	14.00	14.58	15.15	15.72	16.29	16.86	17.43	18.00	18.57
9	13.04	13.49	13.92	14.45	14.97	15.49	16.10	16.76	17.35	18.04
8	13.04	13.49	13.92	14.45	14.93	15.44	15.96	16.52	17.00	17.52
7	13.04	13.49	13.92	14.45	14.93	15.44	15.96	16.52	17.00	
6	12.77	13.15	13.57	14.06	14.54	15.03	15.50	15.97	16.51	
5	12.77	13.15	13.57	14.06	14.54	15.03	15.50	15.97		
4	12.44	12.82	13.25	13.74	14.28	14.86	15.50			
3	12.44	12.82	13.04	13.48	13.82	14.30	14.77			
2	11.21	11.60	12.00	12.35	12.83	13.26	13.72			
1	11.03	11.38	11.69	12.01	12.37	12.83				

Shift Premium

Afternoon: 50 cents/hour

Nights: 55 cents/hour

Lead Hands* to receive a premium of 55 cents/hour maximum over top rate. Lead Hand promotions to have a 25 cent /hour increase starting on the effective date of the promotion.

- Press 13 A 25 cent/hour premium over Category 9 will be paid to top rate press operators who are fully qualified in running speedifold.
- Category 10 Electrician/Electronics Technician, Aquaflex/Imaging Press Operator
- Category 9 Press Operator, Electronics Technician, Maintenance Mechanic
- Category 8 Speedimailer Collator Operator, Offline Speedifold Operator, Opaque Materials Clerk, Label Coater Operator
- Category 7 Speediflex-Speediflo Collator Operator
- Category 6 Imaging Equipment Operator, Carbon Materials Clerk
- Category 5 CWN Slitter Operator, Number Mechanic, Offline Applications Operator, Short Run Auxiliary Equipment Operator, Moore Net Operator, Label Die Handler
- Category 4 Press Service Person, Head Shipper
- Category 3 Press & Collator Utility Person, Waste Handler, Shipper, Receiver, Stock Handler, Warehouse Order Filler, Material Layout, Doctor Slitter Operator, Collator Service Person, Artwork Operator, Prelim Planner, Proof Reader, Plate Reader, Formsetter, Text Entry Operator, Platemaker, Opaquer, General Finishing Person
- Category 2
- Category 1 Prelim Clerk, Roll Convertor Operator, Mini Communicator Helper

*Lead Hands appointed at management discretion

**SCHEDULE B
TRENTON PRODUCTION RATE SCHEDULE
EFFECTIVE: AUGUST 28, 1997 TO AUGUST 27, 1998**

<u>CAT</u>	<u>START</u>	<u>3MOS</u>	<u>6MOS</u>	<u>12MOS</u>	<u>18MOS</u>	<u>24MOS</u>	<u>30MOS</u>	<u>36MOS</u>	<u>42MOS</u>	<u>48MOS</u>
10	13.70	14.28	14.87	15.45	16.03	6.62	7.20	7.78	18.36	18.94
9	13.30	13.76	14.20	14.74	15.27	5.80	6.42	7.10	17.70	18.40
8	13.30	13.76	14.20	14.74	15.23	5.75	6.28	6.85	17.34	17.87
7	13.30	13.76	14.20	14.74	15.23	5.75	6.28	6.85	17.34	
6	13.03	13.41	13.84	14.34	14.83	5.33	5.81	6.29	16.84	
5	13.03	13.41	13.84	14.34	14.83	5.33	5.81	6.29		
4	12.69	13.08	13.52	14.01	14.57	15.16	5.81			
3	12.69	13.08	13.30	13.75	14.10	14.59	15.07			
2	11.43	11.83	12.24	12.60	13.09	13.53	13.99			
1	11.25	11.61	11.92	12.25	12.62	13.09				

Shift Premium

Afternoon: 50 cents/hour

Nights: 60 cents/hour

Lead Hands* to receive a premium of 55 cents/hour maximum over top rate. Lead Hand promotions to have a 25 cent/hour increase starting on the effective date of the promotion.

- Press 13 A 25 cent/hour premium over Category 9 will be paid to top rate press operators who are fully qualified in running speedifold.
- Category 10 Electrician/Electronics Technician, Aquaflex/Imaging Press Operator
- Category 9 Press Operator, Electronics Technician, Maintenance Mechanic
- Category 8 Speedimailer Collator Operator, Offline Speedifold Operator, Opaque Materials Clerk, Label Coater Operator**
- Category 7 Speediflex-Speediflo Collator Operator
- Category 6 Imaging Equipment Operator, Carbon Materials Clerk
- Category 5 CWN Slitter Operator, Number Mechanic, Offline Applications Operator, Short Run Auxiliary Equipment Operator, Moore Net Operator, Label Die Handler
- Category 4 Press Service Person, Head Shipper
- Category 3 Press & Collator Utility Person, Waste Handler, Shipper, Receiver, Stock Handler, Warehouse Order Filler, Material Layout, Doctor Slitter Operator, Collator Service Person, Artwork Operator, Prelim Planner, Proof Reader, Plate Reader, Formsetter, Text Entry Operator, Platemaker, Opaquer, General Finishing Person
- Category 2
- Category 1 Prelim Clerk, Roll Convertor Operator, Mini Communicator Helper

*Lead Hands appointed at management discretion.

SCHEDULE C

Sick Leave Policy

I. General Policy

The Company will grant sick leave with 66 2/3% pay (based on a 8.0 hour day at base day rate) to all permanent full-time employees for personal illness or disability, subject to entitlement based on years of service as outlined in Sick Leave Entitlement and in accordance with guidelines.

2. General Guidelines

- (i) Sick benefits will be paid from the first day of illness under the following conditions:
 - (a) If you are hospitalized for at least one night's stay.
 - (b) If you are hospitalized for day surgery.
 - (c) If you report to work on a particular shift and during that shift are admitted to hospital for at least one night's stay, you will be eligible for sick benefits for the hours that were not worked in that shift.
- (ii) A full two (2) day waiting period will apply to all other illnesses.

3. General Entitlement

- (i) The Company wage claim form must be completed or a medical certificate submitted in order to qualify for benefit entitlement.
- (ii) If you are away from work for more than two (2) days and less than five (5) days, you must authorize someone to collect a medical certificate, arrange to have it completed, signed by both your attending physician and yourself and return it as quickly as possible to your Supervisor. If this is not possible, you are to obtain a medical certificate immediately upon your return to work. You are to have it completed and signed by your attending physician. You must return it to your Supervisor within

certificate must then be completed and signed by you and your attending physician and returned to your Supervisor as soon as possible. This certificate must also give the date on which you expect to return to work.

If you are going to be away from work after that date, you must inform your Supervisor of the estimated date of your return to work. This must again be qualified by a medical certificate for the extended time away from work.

(iv) Sick Leave Entitlement

All hourly paid employees are entitled to sick leave with 66 2/3% pay based on the number of years service with the Company to a maximum of 100 days, as follows:

During the first 3 months of service	No sick leave
During the 4th to 12th month of service	10 working days
During the 2nd year of service	20 working days
During the 3rd year of service	30 working days
During the 4th year of service	40 working days
During the 5th year of service	50 working days
During the 6th year of service	60 working days
During the 7th year of service	70 working days
During the 8th year of service	80 working days
During the 9th year of service	90 working days
During the 10th year of service	100 working day
More than 10 years of service	100 working day

(v) The number of years of service is calculated separately for each individual employee and is based on the anniversary date of the most recent date of hire.

Consideration will be given to employees who qualify for an adjusted date of hire based on credit for past service. This applies to employees returning to work after a break in service and becomes effective only after the completion of one year of service from the latest date of hire.

(vi) Unused sick leave does not accumulate from year to year.

- (vii) If your anniversary date of hire falls during an absence that is due to illness, your sick leave entitlement will be the sum of your previous year's available credits, plus the credits available to you for the next year.
- (viii) Paid sick leave will be considered as time worked in calculating vacation entitlement. Where sickness occurs during your vacation, no additional vacation time will be granted. The scheduled time away from work is considered vacation time and not sick leave.
- (ix) When a paid holiday falls during an absence in which sick leave is being paid, you will receive pay for the holiday and this day will not be charged to your sick leave.
- (x) This sick leave plan works in conjunction with the Unemployment Insurance Commission's sick plan. If you are going to be away on a long term basis, the Company will pay sick benefits subject to the waiting periods and your entitlement based on service. Once your entitlement is exhausted, you can then make application for U.I.C benefits, which are payable for a maximum of 15 weeks.
- (xi) Sick benefits are taxable.
- (xii) If you are off on sick leave due to illness or a non-compensable accident, and upon returning to work find you are unable to complete the first day back, sick leave will continue to the limits of your credits. The time short of normal hours on the first day back will be paid for and charged to sick leave.

If you return to work and complete one full shift and are subsequently off again due to the same conditions, the two (2) day waiting period will apply.
- (xiii) If you are unable to perform your job as a result of non-compensable accident, and are supported by a medical certificate stating such, the Company may assign you to perform other duties as requested.

APPENDIX "1"

DUES CHECK OFF AUTHORIZATION

I _____ hereby authorize the Company to
(employee's name)

deduct Union Dues directly from the wages owing me. I understand that union dues will be the first two hours wages earned by me in any month that I have worked 40 or more hours.

Employee's Signature

Date

August 28, 1996

Mr. Bruce Forsythe
Plant Chairperson
C.A.W. (Local 887)
TRENTON PLANT

Dear Bruce:

LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Company and the Union that the Company agrees, for the duration of this Agreement, to allow two (2) employees, however not more than one from any one department, to use their two (2) week vacation time within the ten (10) week period referred to in Article 14.02 to attend the C.A.W. Family Education Program in Port Elgin. This will not be included in the calculation of the percentage away on vacation.

FOR THE UNION

Bruce Forsythe

FOR THE COMPANY

[Signature]

August 28, 1996

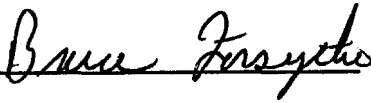
Mr. Bruce Forsythe
Plant Chairperson
C.A.W. (Local 887)
TRENTON PLANT

Dear Bruce:

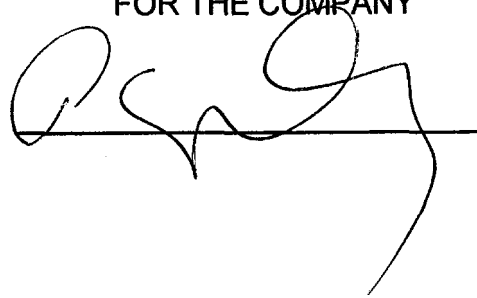
LETTER OF UNDERSTANDING

This letter **will** confirm the understanding reached between the parties that the Company will make Summer Hours available during the life of this agreement.

FOR THE UNION



FOR THE COMPANY



August 28, 1996

Mr. Bruce Forsythe
Plant Chairperson
C.A.W. (Local 887)
TRENTON PLANT

Dear Bruce:

LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Company and the Union, wherein for the duration of this Agreement, should Management decide to hire an individual on a full-time basis, who has worked more than ninety (90) days as a temporary employee in the last twelve (12) months, the ninety (90) day probationary period referred to in Article 1.04 of the Agreement will be reduced by the number of days he/she worked, exceeding the ninety (90) days in the last twelve (12) month.

FOR THE UNION

Bruce Forsyth

FOR THE COMPANY

[Signature]

August 28, 1996

Mr. Bruce Forsythe
Plant Chairperson
C.A.W. (Local 887)
TRENTON PLANT

Dear Bruce:

LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Company and the Union that the six (6) month minimum service requirement as outlined in Article 10.01 (h) will not apply to full-time employees with less than eighteen (18) months service as of November 6, 1994.

FOR THE UNION

Bruce Forsythe

FOR THE COMPANY

[Signature]

August 28 1996

Mr. Bruce Forsythe
Plant Chairperson
C.A.W. (Local 887)
TRENTON PLANT

Dear Bruce:

LETTER OF UNDERSTANDING

This letter will confirm the understanding reached between the Company and the Union, wherein for the duration of this Agreement, on a trial basis, employees will be allowed to take up to ten (10) days of their vacation, one day at a time, providing they are entitled to at least three (3) weeks of vacation in accordance with Article 14.01 of the Agreement.

Further, it is agreed between the Company and the Union, wherein for the duration of this Agreement, on a trial basis, employees will be allowed to take five (5) days of their vacation, one day at a time, providing they are entitled to a least two (2) weeks of vacation in accordance with Article 14.01 of the Agreement.

The scheduling of this type of vacation will be by mutual agreement between the Management and the employee.

FOR THE UNION

Bruce Forsythe

FOR THE COMPANY

[Signature]