

# COLLECTIVE AGREEMENT

BETWEEN

MOORE NORTH AMERICA

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**MOORE®**

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AND

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

AND ITS LOCAL 887

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CAW  TCA  
CANADA

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August 28, 2002 to August 27, 2005

10469 (04)



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## ARTICLE - 1

### RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Moore North America, Division of Moore Corporation Limited 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 (20) 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 calendar 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. The Company shall notify the Union Chairperson in writing, of the names, date of hire and rate of pay upon hiring temporaries.
- 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 lower cost, 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 \_\_\_\_\_ !

- 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
- Manufacturing
- Maintenance, Materials 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 plus **two** (2) alternatives 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.

**3.06** The Company will pay Union Committee members for any time spent meeting with the Company during negotiations including time spent in caucus meetings to a maximum of eight (8) hours per day at straight time. Should conciliation become necessary, the Committee will be paid for **time** spent while conciliation is convened with the attendance of both parties required up to a maximum of eight (8) hours per day at straight time. The Union shall

reimburse the Company 50% of the total ~~costs~~ necessitated by the previous paragraphs of Section 3.06.

## 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 stoppages, slowdowns, picketing, interruption or interference with work ~~or~~ the operations of the employer, including picketing ~~or~~ boycotts ~~by, or on behalf~~ of, the employees. No member, officer ~~or~~ representative of the Union shall authorize, instigate, aid or condone any such activities and all Stewards and bargaining committee members shall repudiate such activities and attend work as normal.

## 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 to deduct ~~from~~ the wages of each employee in the bargaining unit, dues in accordance with the CAW constitution and/or ~~local~~ union bylaws,
- A fifteen (15) minute orientation will be granted for all new employees. This orientation will not take place during working hours.
- 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 ~~Oie~~ 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 possible.
- 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 hours of work shall be apportioned as follows: either Monday to Friday inclusive, eight (8) hours each OR Monday to Sunday inclusive, 12 hours each to provide seven (7) day coverage as business conditions dictate.

The Company reserves the right to implement a **continuous** operation (24 hours per day, seven (7) days per week) based on 12 hour shifts. During the first year of this Agreement, the Company agrees to limit the amount of equipment that can go to the **24 X 7** Schedule to no more than 50% of the equipment in the Plant. Employees will receive **two** (2) weeks notice for implementation or suspension of the **24 X 7** shift schedule. The Company, **however**, does not guarantee to provide work for either the daily or weekly hours listed below.

#### Shifts for **24 X 5 Work** Week

First Shift	<b>8:00 AM - 4:00 PM</b>
Second Shift	<b>4:00 PM – 12 Midnight</b>
Night Shift	<b>12 Midnight - 8:00 AM</b>

#### Shifts for **24 X 7 Work** Week

Day Shift	<b>7 AM to 7 PM</b>
Night Shift	<b>7 PM to 7 AM</b>

**24 X 7** Lunch and Breaks. The Company **agrees to** provide employees on the **24X 7** schedule a 30-minute paid lunch period and **two** (2) breaks of 15 minutes each, one to **occur** in the first half of the shift and one to **occur** in the second half of the shift.

#### 7.02

**No overtime will** be worked without prior authorization of the employer. Authorized time worked by an **employee** in **excess** of his/her regular hours 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 Shift Premium-- 24 X 5 Work Week

In the event of the Plant working more than one shift, the ~~shifts~~ other than the day shift shall be considered off shifts for which a premium will be paid. ~~Effective~~ September 1, 2002, the premium for the second shift will be 70 cents per hour and the premium for the night shift will be 80 cents per hour. ~~Effective~~ September 1, 2003, the premium for the second ~~shift~~ will be 75 cents per hour and the premium for the night shift will be 85 cents per hour. ~~Effective~~ September 1, 2004, the premium for the ~~second~~ shift will be 85 cents per hour and the premium for the night shift will be 95 cents per hour. 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.

### Shift Premium-- 24 X 7 Work Week

Effective September 1, 2002, employees who work the night shift shall receive a premium of one (1) dollar per hour. ~~Effective~~ September 1, 2003, the premium for the night shift shall increase to \$1.05 per hour. Effective September 1, 2004, the premium for the night shift shall increase to \$1.15 per hour.

## ARTICLE - 8

### OVERTIME

8.01 It is agreed that the Company may require ~~employees~~ to perform work in ~~excess~~ of their regularly scheduled hours up to the weekly maximum provided under Employment Standards, and such work shall be performed. The Company will endeavour to provide reasonable notice of overtime.

8.02 Any authorized work performed by an employee in excess of his/her regularly scheduled hours shall be ~~considered~~ as overtime and ~~paid~~ for at the rate of time and one-half.

### 8.03 24 X 5 Work Week

For authorized work done by an employee on Saturday, Sunday and Holidays, the ~~overtime~~ rate shall be ~~time~~ and one-half.



## 24 X 7 Work Week

For authorized work done by an employee on the first, second and/or third day of overtime within a rest period, the overtime rate shall be time and one-half.

**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 will 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 Employment out of the Bargaining Unit – if returned to Bargaining Unit, the employee returns with zero seniority.

9.05 Temporary Job Assignments out of the bargaining unit may last for a maximum period of six (6) months. This six (6)-month period may be extended an additional 30 calendar days upon mutual agreement between the Company and the Union.

## 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 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 18 months,

except in the case of an employee on Workers' Compensation or Long Term Disability 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 18 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 qualifications, ability, efficiency, and skill to fill the vacancy immediately, shall be selected. When **two** (2) 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.
- 11.04 An employee will have been in his/her current position for a minimum of 6 months before being eligible to apply for a transfer.

## ARTICLE - 12

### LAYOFFS

It is understood and agreed that no training is to take effect during the bumping period.

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**.

In the event of layoff, the Press Operators or Collator Operators will be given the opportunity to bump into Offline Applications Operator, Short-Run Auxiliary Equipment Operator, Nipson and Diecutter, 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 employee in the **department** (Preliminary, Manufacturing, Maintenance, Materials, Coater). That employee who has been bumped will then replace the lowest seniority employee in the department (Preliminary, Manufacturing, Maintenance, Materials, Coater). That employee will then replace the lowest **seniority** employee in the plant for which the more senior employee **is** qualified. That employee **will** then replace the **lowest** seniority employee in the plant in a job **for** which the more senior employee is qualified.

12.03 In the event of layoffs, Union Committee members 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 employee in the bargaining unit to be laid off, as long as **he/she** can perform the available **work**.

12.04 **All** temporary employees and students will be laid off first, in the event of layoff.

## ARTICLE - 13

### EE

- 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. The information will be deemed as **confidential** and shall not be shared with the ~~employer~~.
- 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

Vacation ~~time~~ will be **chosen** within the employee's "home job" grouping.

- 14.01** (a) Employees with less than one year of service ~~as~~ of June 30th will receive one week of vacation with pay equal to 4% of their gross earnings.
- 14.01** (b) ~~Employees~~ with one ~~or~~ more years of ~~service~~ as of June 30th will receive ~~two~~ weeks of vacation with pay equal to 4% of their gross earnings or 80 hours pay, whichever is greater, for the year ending June 30th.
- 14.01** (c) Employees with five (5) or more years of service as of June 30th will receive three weeks vacation with pay equal to 6% of ~~their~~ gross earnings or 120 hours pay, whichever is greater, for the year ending June 30th.

- 14.01 (d) Employees with ten (10) or more years of service as of June 30<sup>th</sup> 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 30<sup>th</sup>.
- 14.01 (e) Employees with twenty (20) or more years of service as of June 30<sup>th</sup> 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 30<sup>th</sup>.
- 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 5<sup>th</sup>, 10<sup>th</sup> or 20<sup>th</sup> year of service between July 1 and December 31 of a vacation year, then that employee is eligible for a 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> week of vacation (respectively) in that year. 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 12 months.
- 14.02 Subject to the 20% Rule, the Company will schedule two (2) weeks of vacation for eligible employees between the beginning of the last week of June and the end of the first week in September (the 10 week summer period).
- 14.03 The third (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) weeks, when applicable, may or may not be taken with the other two (2) weeks at the discretion of the Company. Subject to the demands of the business and the 10 per cent rule, the third (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) weeks of vacation 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 1<sup>st</sup> for employees to indicate their preference for scheduling their first two (2) weeks of vacation. The scheduling of the first two (2) weeks is to be completed by the last day of February. The third (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) 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.

- (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 - 10% away, or more as mutually agreed upon by the Company and the Union.
  - (d) First **week** of November - 15% away
- 14.06 The vacation scheduling period will be fifteen (15) months, from January 1st of one year to March 31<sup>st</sup> of the following year.
- 14.07 An employee who terminates employment before full entitlement has been earned for a year and who has taken **more** than the actual **earned** vacation entitlement during the period **will**, at the date of termination, reimburse the employer for any unearned vacation pay received.

## 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 (eight (8) hour) work day for New Year's Day, **Good** Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving, Christmas, Boxing Day, the Employee's Birthday and two (2) 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 (this **includes** previously approved scheduled time off) 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.
- Effective** January 1, 2003, the Employee Birthday Holiday is eliminated.
- 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 (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 the Holidays listed in 15.01 (a) will be paid as follows:

**24 X 5 Work Week**

If the employee works a Holiday, they will receive their regular daily rate (eight (8) hour basis) for the Holiday. Additionally, they will be paid time and one-half for the hours actually worked on the Holiday.

**24 X 7 Work Week**

If the employee works a Holiday as part of their regularly scheduled shift, they will receive their regular daily rate (eight (8) hour basis) for the Holiday. Additionally, they will be paid their regular daily rate for the hours actually worked on the Holiday.

**ARTICLE - 16**

**HEALTH AND SAFETY**

- 16.01 The Company agrees to abide by the current legislation governing the Health & Safety Act and Regulations and Workers' Right to Refuse Unsafe Work.
- 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 Representative 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 \$140 effective September 1, 2002 towards the cost of one pair of safety shoes and/or boots per calendar year and \$145 towards the cost of one pair of safety shoes and/or boots effective September 1, 2003 and \$150 effective September 1, 2004.

## 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.
- 17.02 The Company agrees to pay a lump-sum amount equal to 2% of gross wages for the period September 1, 2001 through August 31, 2002. This lump-sum amount will be payable in October 2002.
- 17.03 The Company agrees to pay a lump-sum amount equal to 2% of gross wages for the period September 1, 2002 through August 31, 2003. This lump-sum amount will be payable in October 2003.
- 17.04 The Company agrees to pay a lump-sum amount equal to 2% of gross wages for the period September 1, 2003 through August 31, 2004. This lump-sum amount will be payable in October 2004.

## ARTICLE - 18

### BENEFITS

- 18.01 All employees will be entitled to "Moore Choice" benefit plans in accordance with the terms and conditions of these plans, as determined by the Company.

## ARTICLE - 19

### NOTICE OF ABSENCE

- 19.01 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact the immediate member of management 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 his/her immediate member of management, another member of management 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, PATERNITY AND ADOPTION LEAVE**

The employees covered by this **section** of the **agreement** will **receive** all coverage they are entitled to under the Employment Standards Act of Ontario.

**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) Renders an accounting of amounts received together with proof of attendance;
- (c) 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) working 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) working 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**, step-parents, and grandchild.

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

**22.03** 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, partner or child or in special cases. Should a death, referred to in this Article, occur while an employee is on vacation, the employee **will** be **credited** with the vacation time **missed** due to **the** Bereavement Leave.

**22.04** 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

The Company and the Union are committed to creating a climate of understanding and mutual respect in the Trenton workplace that values the dignity, contribution and work **ethic** of all employees without regard to Sex, Race, Age, Sexual Orientation, Disability, Religion, Marital Status, National or Ethnic Origin, or any other grounds of prohibited discrimination. This includes persistent innuendoes or threats that may never be **carried** out.

## ARTICLE - 25

### GRIEVANCES

#### 1) 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 member of **management** 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 management 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 grievor. The employee's immediate member of management will reply within five (5) working days. If the complainant is not satisfied with the oral reply of the immediate Manager, 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 the Plant Manager within five (5) working days of the receipt of the oral reply referred to in 25.02 above. The Plant 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.

The grievance must **state** the name of the grievor 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 grievor 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 2

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) If either party so wishes, grievances shall be heard by a single arbitrator. If a single arbitrator is requested, the party shall in its notice of intent to proceed to arbitration; suggest a person to serve as arbitrator. The other party shall respond within five (5) working days, agreeing either to the proposed single arbitrator or suggesting alternate arbitrators. If the parties cannot agree on an arbitrator within five (5) days, either party may request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.
- (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 **noted** out in extreme cases only. **The** Company shall provide the employee and the Union with a copy of any **written** discipline.

**27.06** Letters of Discipline **shall** be **removed** from an employee's file after a period of 24 months. An exception shall be made for Letters of Discipline that involve acts of violence.

## **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

### PLANT CLOSURE

**29.01** The Company agrees to provide plant closure provisions as contained in the current Employment Standards Act as a minimum upon closure for the duration of this agreement.

## ARTICLE 30

### TECHNOLOGICAL CHANGE

**30.01** The parties recognize that technological changes may be necessary in order to further the continued growth and success of the company. It is agreed that in the event of technological changes, both parties will meet at ~~the earliest~~ practical time to discuss the matter and discuss the ~~affect of~~ the decision on employees concerned.

**30.02** If new equipment or material is introduced into the Trenton Plant which could adversely affect the employment of a significant number of employees in the bargaining unit, then ~~the~~ following procedure will be followed:

1. A displaced employee will be offered re-training on available jobs ~~of~~ equal or higher rates of pay.
2. ~~If~~ jobs are unavailable as in 1. above, a displaced employee will be offered re-training, where necessary, ~~on~~ available jobs at a lower ~~rate~~ of pay.

3. If no jobs are available as in 1 or 2 above, or are unacceptable to the employee, or the employee is unable to perform the job after the retraining period, then the employee will exercise his/her rights under the bumping clause of the collective agreement.

ARTICLE - 31

DURATION OF AGREEMENT

- 31.01 This collective agreement shall become effective on August 28, 2002 and shall remain in full force and effect until ~~11:59:59 PM~~ on August 27, 2005.
- 31.02 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.
- 31.03 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

Bruce Josyts  
Bob Inebs  
Pat Donald  
Alexander  
Alexander

ON BEHALF OF THE COMPANY

Raimo Landoni  
Bill Jeff  
Michael J. Siro

SCHEDULE A  
TRENTON PRODUCTION RATE SCHEDULE  
EFFECTIVE: AUGUST 28, 2002 TO AUGUST 27, 2005

CAT	START	3MOS	6MOS	12MOS	18MOS	24MOS	30MOS	36MOS	42MOS	48MOS
10	14.61	15.23	15.86	16.48	17.10	17.72	18.34	18.96	19.59	20.20
9	14.19	14.68	15.14	15.72	16.29	16.85	17.52	18.24	18.87	19.63
8	14.19	14.68	15.14	15.72	16.25	16.80	17.36	17.97	18.49	19.07
7	14.19	14.68	15.14	15.72	16.25	16.80	17.37	17.97	18.49	
6	13.90	14.30	14.76	15.29	15.82	16.35	16.86	17.37	17.96	
5	13.90	14.30	14.76	15.23	15.82	16.35	16.86	17.37		
4	13.53	13.95	14.42	14.95	15.55	16.17	16.86			
3	13.53	13.95	14.19	14.67	15.04	15.56	16.07			
2	12.19	12.63	13.06	13.44	13.96	14.43	14.92			
1	12.00	12.38	12.71	13.07	13.46	13.96				

Shift Premium: Referto Section 7.03.

Lead Hands\* to receive a premium of 80 cents/hour maximum over top rate. Lead Hand promotions to have a 25 cent /hour increase starting on the effective date of the promotion.

category 10	Electrician/Electronics Technician, Aquaflex/Imaging Press Operator, Label Technician
category 9	Press Operator, Maintenance Mechanic, Label Coater Technical Engineer
Category 8	Speedimailer Collator Operator, Offline Speedifold Operator, Label Coater Operator
category 7	Speediflex-Speediflo Collator operator
category 6	Imaging Equipment Operator, Stock Handler, Rotoflex/Diecutter Operator
Category 5	CWN Slitter Operator, Number Mechanic, Offline Applications Operator, Short Run Auxiliary Equipment Operator, Moore Comp Systems Operator, Label Die Facilitator
category 4	Shipper/Receiver
category 3	Shipping Clerk, Press & Collator Utility Person, Waste Handler, Warehouse Order Filler, Material Layout, Doctor Slitter Operator, Collator Service Person, Prelim Planner, Proof Reader, Plate Reader, Platemaker, General Finishing Person
Category 2	NONE
category 1	NONE

\*Lead Hands appointed at management discretion.

## SCHEDULE D

### Sick Leave Policy

#### 1. 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 ~~kill 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 three (3) days of your return to **work**.

(iii) If you are claiming for longer than five (5) days, you must authorize someone to collect a medical certificate on your behalf. You are asked to inform your Supervisor if you are able to do this. The 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  $66 \frac{2}{3}\%$  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, 2002

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

**LETTER OF UNDERSTANDING- VACATION**

Dear Bruce:

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 **Managment** and the **employee**.

**FOR THE UNION**

**FOR THE COMPANY**



Bruce Forsythe



Steve Kolesar

August 28, 2002

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

**LETTER OF UNDERSTANDING – SMOKE** **IS**

Dear Bruce:

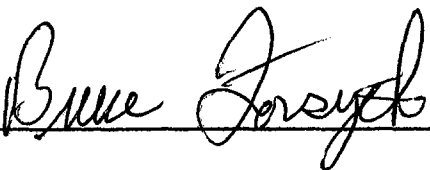
Team Members will now have the opportunity to swipe out of the building to access the smoking area on the west side of the building ~~twice~~ during their shift. This privilege must be in conjunction with Eating-on-the-fly criteria. The machine must be running and attended in order for the team member to take a break. Every team member must swipe out and in and this will be monitored. ~~If~~ you choose not to do so, serious disciplinary action will ~~take~~ place.

Bargaining unit employees who have a formal lunch break can use the shelter once per shift during their normal lunch break.

Abuse of this privilege in any other areas of the plant or ~~any~~ infractions to this policy will result in immediate disciplinary ~~action~~ against the employee.

**FOR THE UNION**

**FOR THE COMPANY**



---

**Bruce Forsythe**



---

**Steve Kolesar**

August 28, 2002

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

LETTER OF UNDERSTANDING - SUMMER HOURS

Dear Bruce:

This letter will confirm the understanding reached between the Company and the Union regarding Summer Hours.

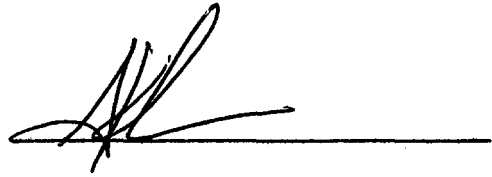
The Company will make Summer Hours available during the life of this Agreement. Summer Hours will apply only to those employees working 24 X 5 shifts. Summer Hours will be voted on and must be approved by a simple majority of the employees who have voted.

FOR THE UNION

FOR THE COMPANY



**Bruce Forsythe**



**Steve Kolesar**

August 28, 2002

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

**LETTER OF UNDERSTANDING – PRODUCTION-RELATED INCENTIVE PLANS**

Dear Bruce:

The Company will make all Production-Related Incentive Plans introduced into the Trenton Plant available to bargaining unit employees during the life of this Agreement.

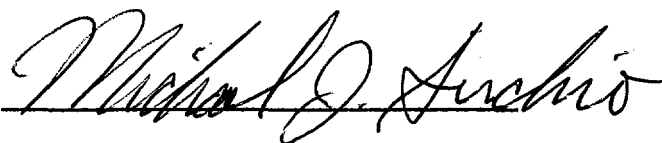
FOR THE UNION

FOR THE COMPANY



A handwritten signature in cursive script, reading "Bruce Forsythe", written over a horizontal line.

Bruce Forsythe



A handwritten signature in cursive script, reading "Michael J. Sirchio", written over a horizontal line.

Mike Sirchio

August 28, 2002

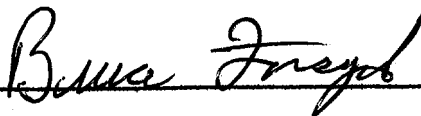
Mr. Bruce Forsythe  
Plant Chairperson  
C.A.W. (Local 887)  
TRENTON PLANT

Dear Bruce:


**LETTER OF UNDERSTANDING**

This letter is to confirm the understanding reached between the Company and the Union that In the event the Company introduces an amended Short Term Disability program it will be discussed with the Union Committee for their consideration. It is also agreed that in the event the Union Committee accepts the new plan as more favourable than the conditions of the sick leave plan already in effect in the Trenton Plant, the program will be immediately offered to the Trenton bargaining unit members for their consideration and acceptance rather than waiting for the expiration of the Collective Agreement.

FOR THE UNION

  
\_\_\_\_\_

FOR THE COMPANY

  
\_\_\_\_\_