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No. OF EMPLOYEES	130		
NOMBRE EMPLOYES	130		

COLLECTIVE AGREEMENT

**BETWEEN**

**ACCO CANADA INC.**

**AND**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION  
AND ITS  
TORONTO LOCAL 320, C.L.C.**

**TERM: FEBRUARY 13, 1995**

**TO: FEBRUARY 8, 1998**



10880(a)

# **COLLECTIVE AGREEMENT**

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**BETWEEN :**

**ACCO CANADA INC.**  
**(hereinafter referred to as "the Company")**

**- and -**

**COMMUNICATIONS, ENERGY and PAPERWORKERS UNION**  
**(hereinafter referred to as "the Union")**

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, benefits and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties hereto recognize their mutual interest in and responsibility for the successful operation of the Company and agree it is the duty of the Company, the employees and the Union to promote at all times the progress of the Plant by co-operating to the fullest extent in all matters having to do with the successful operation of the Company.
- 1.03 The use of the masculine gender in this Agreement shall be considered also to include the feminine.

**ARTICLE 2 - RECOGNITION**

- 2.01  
(a) The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in the Greater Metropolitan Toronto Area, save and except Foremen, persons above the rank of Foreman, office and sales staff, and students employed on a co-operative training programme with an educational institution.

- (b) In the event that the Company discontinues the subcontracting of work which is presently subcontracted, e.g., cafeteria, delivery, security, cleaning, and performs such functions on a direct hire basis, those functions shall be excluded from the Bargaining Unit.
  - (c) Any permanent contracting out of Bargaining Unit work which results in the loss of Bargaining Unit jobs will be communicated to the Union Executive 30 calendar days prior to the introduction of such measures.
- 2.02 No Bargaining Unit employee will be laid off or deprived of regular employment as a result of Bargaining Unit work being performed by Supervisors or other employees of the Company who are not represented by the Union. It is not the intent of the foregoing to preclude the terms of Article 11, Job Posting and Article 14, Temporary Transfers. It is further agreed that this Clause shall not be construed so as to prevent a normal increase to the Bargaining Unit where production or business requirements warrant such an increase.
- 2.03 Any employee with seniority laid off as a result of all or part of the existing operation being moved to a new location outside of the Greater Metropolitan Toronto Area will be offered employment at the new location in order of seniority, provided there is a similar or lower classified job available at that location.

### **ARTICLE 3 - UNION SECURITY**

#### **3.01**

- (a) All new employees shall, as a condition of employment, upon completion of their probationary period, make application for membership in the Union, and, when accepted into membership, shall maintain such membership in good standing throughout the term of the Agreement.
- (b) Probationary Employees  
A probationary employee can be terminated by the Company at its sole discretion; provided the Company is not arbitrary, discriminatory or in bad faith exercising that discretion.

(c) Temporary Agency Employees

The Company may hire employees from a temporary agency for a maximum of **30** days, in **F3** categories, wherever possible.

**3.02** An employee who is now a member in good standing, or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

**3.03**

(a) The Company agrees to deduct, on the first pay day of each month, including vacation pay, an amount equal to the Bargaining Unit employee's hourly rate, from the wages of each employee who must furnish the Company, upon employment, with a signed authorization to that effect and remit same to the Financial Secretary of Local **320**.

(b) In addition, the Company will deduct on the second pay day of each month, including vacation pay, an amount equal to one hour and 5 minutes from the employee's hourly rate and remit same to the Financial Secretary of Local **320**.

(c) A list of each member's name shall accompany each of these cheques, with the proviso that the list supplied with the first week's deductions shall include each employee's hourly rate of pay.

(d) The Company will record on each employee's T4 Form the amount of Union dues deducted.

(e) The Company shall not deduct Union dues from WI or LTD payments.

**3.04** All new employees must be introduced by their Supervisor to the Shop Steward of their Department on the day they start their employment.

**3.05**

- (a) Union dues authorization shall be in the following form:

TO: ACCO CANADA INC.  
501 MCNICOLL AVENUE  
WILLOWDALE ONTARIO

In accordance with Article 3 of the current Collective Agreement, you are hereby authorized to deduct an amount equal to the regular monthly dues, each month from the wages due me and to remit same to the Financial Secretary of Local 320 Communications, Energy and Paperworkers Union C.L.C.

- (b) The Company will, when hiring new employees, provide them with copies of this form for signature.
- (c) The Company shall inform the Local Union when new employees are hired, immediately following processing.

**ARTICLE 4 - NO STRIKE OR LOCK OUT**

- 4.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work, either complete or partial, and the Company agrees that there will be **no** lock out of employees.

**ARTICLE 5 - NO DISCRIMINATION**

- 5.01** It is understood that the Company, the employees and the Union are bound and will abide by the provisions of the Ontario Human Rights Code. There shall be no discrimination, intimidation or coercion by the Company or the Union or its members against any employee.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** The Union recognizes and acknowledges that the management of the Company and its facilities and direction of the working forces **are** fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter and apply from time to time rules and regulations, policies and practices to be **observed** by its employees, and to discipline or discharge employees for just cause;
- (b) Select, hire, transfer, assign to shifts, for training purposes only, (taking into consideration the employees' seniority and classifications), promote, demote, classify, lay-off, recall or retire employees at the normal retirement age, and to select employees for positions excluded from the Bargaining Unit;
- (c) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations for any legitimate reason;

When the Company requires a medical examination by a Company nominated physician, the Company shall pay the associated costs of that examination;

- (d) Determine the location of operations, and their expansion or their curtailment, the direction of working forces, the subcontracting of work, the schedules of operations, determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments, change, combine or abolish job classifications, determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery, equipment, change or discontinue existing **tools**, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time; the determination of financial policies, including general accounting procedures and customer relations.



- (e) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
- 6.02 The Company agrees that the above rights are to be exercised subject to the applicable provisions of this Agreement including the Grievance Procedure. It is understood that the express provisions of this Agreement shall be the only limitations upon the normal prerogatives of Management.
- 6.03 A copy of the plant rules will be posted on the Company bulletin board. The Company will discuss any changes to the Plant rules with the Union prior to their implementation.

## **ARTICLE 7 - UNION REPRESENTATION**

### **7.01 EXECUTIVE COMMITTEE**

- (a) The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union who are employees of the Company, a Union Executive Committee, comprising of a maximum of four (4) employees.
- (b) The Company recognizes the said Committee for the purpose of negotiating renewal amendments provided not more than four (4) such members shall attend at meetings with Management Representatives.
- (c) in order to be eligible for selection to the Union's Executive Committee or Grievance Committee, an employee must have completed one (1) year of continuous service with the Company.
- (d) The Company agrees that the Union Executive Committee will be allowed time off prior to negotiations for the purpose of preparing for negotiations. It is agreed that this period of time will not exceed three (3) working days, and that the Company will be given 7 calendar days notice in order to maintain working schedules.
- (e) The Union agrees to supply the Company with the names and titles of the Union Executive Committee and to keep such list up-to-date at all times.

- (f) The Executive Committee has the right to engage any outside assistance to be present at Union Management meetings, Negotiations, Step 3 of the Grievance Procedure or the Arbitration Procedure, as does the Company.
- (g) Any time taken off work by the Union Executive Committee for the purpose of negotiating a renewal of this Agreement shall be considered as unpaid time.
- (h) The Company will pay the full cost of meeting rooms for the purposes of negotiating a renewal of this Agreement.

#### 7.02 GRIEVANCE COMMITTEE

- (a) The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union Executive Committee, a Grievance committee, the membership of which will consist of a maximum of three (3). The Company will recognize the Grievance Committee for the purpose of attending Grievance Meetings with Management at Step 3 of the Grievance Procedure.
- (b) Grievance Committee members will be allowed time off without loss of pay to attend Grievance Meetings with Management.
- (c) Both parties will seek convenient times for discussion, with the operational needs of the Plant being a major factor in the selection of meeting times.

#### 7.03 CHIEF STEWARD

- (a) The Company acknowledges the right of the Union to appoint or otherwise select from among the members of the Grievance Committee, a Chief Steward.
- (b) The Company will recognize the Chief Steward for the purpose of attending meetings with the Human Resources Manager and the Plant Manager at Step 2 of the Grievance Procedure.

#### 7.04 STEWARDS

- (a) **The Company agrees to recognize Stewards for each of the following areas:**
  - 1st Shift - 4
  - 2nd, 3rd, and 4th Shifts - 2 Manufacturing
  - 1 Distribution (where applicable)
- (b) Stewards will be allowed reasonable time off from their regular work to process grievances. They will not lose pay for this time off.
- (c) Stewards must have permission from their Department Supervisor to be absent from their work in the above instance.
- (d) The Union agrees to supply the Company with the names of Shop Stewards and to keep such list up to date at all times.

#### ARTICLE 8 - SENIORITY

8.01 Newly hired employees shall serve a probationary period of four hundred and eighty (480) regular hours worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his most recent date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Company. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.

Probationary employees shall be evaluated at least twice prior to completing their probationary period. These reviews will normally be conducted after one hundred and fifty (150) hours of service and three hundred and sixty (360) regular hours of service. Both the employee and the local Union will be informed as to the status of the employee's progress.

8.02 Seniority for the purposes of this Agreement shall mean continuous service with the Company. Seniority once established for

an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if he voluntarily quits;
- (b) if he retires;
- (c) if he is discharged for just cause and not reinstated through the Grievance Procedure;
- (d) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement unless the employee provides the Company with a valid reason at the earliest opportunity;
- (e) if a period of time has elapsed from the day of lay-off equal to the employee's period of employment with the Company; twenty (20) months for employees with more than twelve (12) months of service;
- (f) if he is absent from work for more than three (3) consecutive scheduled working days and fails to notify the Company, unless reasonable cause exists;
- (g) if he is absent from work for more than twenty six (26) months due to accident or illness or a period equal to the employee's seniority prior to absence, whichever is the lesser.

**8.03**

- (a) An up to date seniority list will be posted quarterly at a central location. Copies of the list will be given to the Union.
- (b) When two or more employees have the same seniority date, their names will be placed on the seniority list in order of processing by the Human Resources Department on the date of hiring.
- (c) The employee at the head of the list on the employee's date of hire shall be deemed to possess the highest seniority of employees hired on that date.

**8.04** In determining which employees are to be laid off or recalled from lay-off, the Company will consider the requirements of operations with seniority being the determining factor, provided

employees are qualified to perform the normal duties of the job required. For the purpose of this Article, a lay-off means a lay-off of more than three (3) working days. The Company will give 14 calendar days notice, in cases of extensive extended lay-offs, except in cases of emergencies such as defined in Schedule B3.

- 8.05 When recalling an employee after lay-off, he shall be notified by registered mail or telegram and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Company within forty-eight (48) hours of receipt of the notice of return if he wishes the Company to hold the job open for him for the full five (5) working day period. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up-to-date at all times.
- 8.06 Once or more during each Collective Agreement year, when the Company is taking its physical inventory, the Company may lay-off employees regardless of seniority for a maximum of two (2) days. The selection of personnel, as well as the length and frequency of inventory taking shall be at the complete discretion of the Company.
- 8.07 Employees transferred to Supervisory positions or positions not covered by this Agreement will retain their Bargaining Unit seniority and continue to accumulate seniority for a further twelve (12) months following such transfer.

Should an employee be transferred back to the Bargaining Unit within twelve (12) months of the original transfer, that individual will be allowed to exercise his seniority rights on any available job posting. Should there be no available job postings, he will be allowed to exercise his seniority rights over the most junior position.

After this initial twelve (12) month period the individual will only be allowed to return by exercising his seniority rights over the most junior position. (see note on next page)

Note: All employees transferred out of the Bargaining Unit before February 13, 1989, shall have the right to return to the Bargaining Unit under the terms and conditions that applied at the time of their transfer from the Bargaining Unit.

8.08 Seniority shall have no application except as provided in this Article.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01**

- (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b) Unless agreed to by both the Company and the Union, no grievance shall be presented, the alleged circumstances of which originated or occurred, or should have come to the attention of the employee concerned, more than five (5) working days prior to its original presentation in writing at Step 1.
- (c) A grievance shall consist of a dispute concerning interpretation and/or application of any Article, Schedule or Clause in this Agreement.

9.02 Should a grievance arise it shall be handled as follows: Prior to filing a formal grievance, an employee may, with the assistance of his Steward if he so desires, refer the matter on an informal basis to his immediate Supervisor. If the grievance cannot be settled as a result of this discussion, then it may be dealt with as follows:

#### **STEP 1**

The employee shall file a written grievance with his immediate Supervisor within five (5) working days of the incident giving rise to the complaint. The immediate Supervisor shall answer the grievance within five (5) working days. The grievance shall specify the Article or Articles and subsections of the Agreement of which a violation is alleged, indicate the relief sought and be signed by the employee.

## STEP 2

Should the **employee** be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Plant Manager within three (3) working days after receipt of the immediate Supervisor's reply at Step 1. The Plant Manager shall convene a meeting with the *grievor* and Chief Steward and shall answer the grievance in writing within five (5) working days of such meeting.

## STEP 3

If no settlement is reached at Step 2, the *grievor*, the Union Grievance Committee and representatives of Management shall meet to discuss the grievance within five (5) working days of receipt of the reply of the Plant Manager. The Union's National Representative may be in attendance at this meeting. If the grievance is not settled within five (5) working days it may be referred to arbitration as hereinafter provided.

- 9.03 The Union or the Company may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within five (5) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Company in the case of a Company grievance. The Union may **not** institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed except where the grievance would affect the Bargaining Unit as a whole. This Clause shall not preclude a group grievance signed by a group of employees commencing at Step 1.
- 9.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union.
- 9.05 An employee who has been discharged or suspended may file a written grievance at Step 3 within five (5) working days of the discharge or suspension.

## **ARTICLE 10 - ARBITRATION PROCEDURE**

**10.01** If a grievance remains unsettled following any of the procedures set forth in Article 9, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing to that effect no more than twenty (20) working days after the date of decision rendered at Step 3 of the Grievance Procedure.

### **10.02**

- (a) When either the Company or the Union request that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this Agreement, and shall at the same time nominate an arbitrator.
- (b) Within five (5) working days thereafter the other party shall nominate an arbitrator.
- (c) The two arbitrators so nominated shall choose a third arbitrator who will act as Chairman of the Board.
- (d) If within twenty (20) working days they fail to agree upon an impartial arbitrator such impartial arbitrator shall, at the request of either of the nominated arbitrators, be appointed by the Ministry of Labour for the Province of Ontario.

**10.03** Should the three person Board of Arbitration not arrive at the majority decision, the decision of the Chairman shall become the decision of the Board, and the decision of the Board shall be final and binding on both the Company and the Union.

### **10.04**

- (a) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) In cases involving discharge or suspension, however, the Board may uphold the Company's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with full compensation for time lost, or may issue such other decision within these limits which, in the Board's opinion, is just and equitable in the circumstances.



- 10.05 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly and equally bear the expenses of the Chairman of the Arbitration Board.
- 10.06 The time limits specified therein may be extended by mutual agreement.

#### ARTICLE 11 - JOB POSTING

##### 11.01

- (a) When a permanent vacancy occurs the Company shall post on a bulletin board in the Plant, a notice indicating the title of the vacant job, the Department in which the vacancy occurs and the qualifications essential to be selected for the vacancy. Such notice shall also indicate the shift on which the permanent vacancy has occurred. Notification of the successful candidate will include the effective start date.
- (b) Such posting shall be for a period of seven (7) calendar days. An employee who wishes to be considered for the position so posted shall signify his desire by signing his name to the posting.

**Note:** The practice of first offering employees on alternate shifts the option of filling vacancies before they are posted, shall be abolished.

- (c) When an employee is absent from work during the posting period, and such employee has previously made known to the Union an interest in a Job Posting, in the event that a certain vacancy is posted, a Union official may sign the employee's name on the posting by proxy. It shall be the responsibility of the Union official exercising the proxy to so advise the manager involved at the time of exercise.

11.02 During the posting time periods, the Company shall have the right to make temporary appointments.

11.03 In the event that two (2) or more employees apply the Company will consider:

- (a) seniority;
- (b) skill, ability and qualifications to perform the work required.

Where, in the opinion of the Company, the factors in (b) are relatively equal, seniority shall govern. It is agreed by the parties, however, that the determination of skill, ability and qualifications of each applicant shall not be exercised in an unreasonable manner.

- 11.04 If no suitable applicants apply, the Company reserves the right to hire from outside to fill the vacancy, or appoint the employee of its choice, provided no employee is forced to transfer to the vacant position against his will, other than on a temporary basis.
- 11.05 Should the successful applicant for such vacancy be unsatisfactory at any time within four hundred and eighty (480) regular hours (three hundred and twenty (320) regular hours for job levels F3 and F2) he shall be returned to his former job and the vacancy may be filled without further posting. In doing so, the Company will consider the original list of applicants. "Regular hours" shall mean hours worked on the job in question.
- 11.06 When a successful applicant is placed in a vacant position, the Company shall not be obligated to post any vacancy created by the successful applicant, provided such vacancy is below Factory 2. It is understood, however, that all original vacancies in job levels below Factory 2 shall be posted in accordance with Article 11.01 (a).
- Effective the first year of the Agreement, the top rate is to be achieved in six (6) months. This is applicable to Job Postings that would place the successful applicants a maximum of two (2) job levels higher within Factory-level categories only.
- 11.07 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid.
- This restriction will not apply where the individual is returned to his former position by the Company.
- 11.08 Any job which is vacant because of illness, accident, vacation, leave of absence or temporary transfer shall not be deemed to be vacant for the purposes of this Article.

11:09 The successful applicant shall receive the new rate upon being assigned to the vacant position, or the effective start date of the new job; whichever comes first.

#### **ARTICLE 12 - BULLETIN BOARDS**

12.01 The Company shall furnish the Union with a bulletin board in the Plant premises for the purposes of posting notices relating to Union business. Such notices must be approved by the Plant Manager or his designate prior to being posted and such approval will not be unreasonably withheld.

#### **ARTICLE 13 - SAFETY AND HEALTH**

13.01 The Company will make reasonable provision for the safety and health of its employees during the hours of their employment. It is understood that the Company, the employees and the Union are bound by and shall abide by the provisions of the Occupational Health and Safety Act.

13.02 With the exception of Article 13.03, such protective devices as the Company requires to be worn and other equipment which, in the opinion of the Company, is necessary to protect the employees from injury, shall be provided by the Company.

#### **13.03**

(a) The Company will contribute one hundred percent (100%) of the cost of one pair of safety boots per year for each employee, who is required by the Company to wear safety boots, to a maximum of ninety five dollars (\$95.00). Safety footwear may be purchased from the safety shoe vehicle that calls at the Plant or any other source provided that such footwear is CSA Approved. Tool Room employees will be allowed to utilize this provision on a six month basis. Exceptions will be considered on an individual basis.

Effective February 12, 1996, this will increase to one hundred dollars (\$100.00).

- (b) Designated employees who require protection from adverse weather conditions shall be provided with the appropriate outerwear.
- (c) When an employee is required to wear safety glasses on a regular basis and such employee normally wears prescription glasses, the Company shall contribute one hundred percent (**100%**) of the cost of one pair of prescription safety glasses as required, but no more frequently than every two (2) years to a maximum of one hundred and twenty five dollars (**\$125.00**).
- 13.04** It is understood that a Safety Committee has been established in accordance with the Occupational Health and Safety Act. The Company and the Union shall appoint three representatives each to the Safety Committee. In addition, one person shall be appointed to represent the interests of the Office staff. Two members of the Committee will be designated as Co-chairpersons.
- 13.05** The Committee will meet monthly and at such other times as may be necessary.
- 13.06** When the Chairman of the Safety Committee investigates an accident, one of the Union appointed members of the Safety Committee will be in attendance.
- 13.07** Copies of the Chairman's report of any accident will be provided to all members of the Safety Committee.
- 13.08** It is understood that the responsibilities of the Safety Committee shall be to:
  - 1) Carry out inspection of the place of work;
  - 2) Receive copy of accident notices and investigations on events which caused or could have likely caused an accident;
  - 3) Identify situations which may be a source of hazard for the workers;
  - 4) Make the recommendations deemed appropriate to the Health & Safety Committee and the worker;
  - 5) Assist workers in the exercise of their rights as recognized by legislation on occupational health and safety;

- 6) Accompany the Inspector during inspection visits;
  - 7) Intervene in cases where the worker refuses to perform work which could endanger his health or physical integrity;
  - 8) To file complaints with the V-P of Operations and Administration and/or the Company President as appropriate;
  - 9) To participate in the identification and evaluation of characteristics of job locations and work performed by workers and the identification of contaminants and hazardous materials present in the workplace.
- 13.09 The Company agrees to continue a system of audiometric testing, to be conducted every two (2) years.

#### **ARTICLE 14 - TEMPORARY TRANSFERS**

- 14.01 When an employee is assigned on a temporary basis to perform work in a higher rated job, he shall be paid at the rate of the job to which he is transferred or the employee's own occupational rate, whichever is greater.
- 14.02 When a temporary transfer exceeds one hundred and sixty (160) regular hours the Company will, if the Union so requests, discuss with the Union the reasons therefore.
- 14.03 Where temporary transfers are required within a Department, the most senior capable Department employee on the shift will be offered the transfer. This will not, however, preclude the Company from maintaining crews that are fully capable of performing the work required.
- 14.04 Experience acquired on a temporary transfer shall not be considered for the purposes of qualifications under Article 11.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 Leave of absence without pay may, at the discretion of the Company, be granted, without loss of seniority, for a maximum of six (6) months, provided that an application is made in writing.

15.02 Pregnancy and Parental Leave:

The company agrees to comply with the Pregnancy and Parental Leave provisions of the Employment Standards Act, 1990.

The Company shall grant one (1) day parental leave with pay upon the birth or legal adoption of a child.

**ARTICLE 16 - BEREAVEMENT LEAVE**

16.01

- (a) The Company shall pay an employee the equivalent of up to one week's average pay at the employee's straight time hourly rate for all regular time lost, in the event of the death of the employee's spouse, child, mother or father. Payment will be based upon shift: i.e. 12 hr shift pattern, 42 hrs - 5 day shift pattern, 40 hrs.
- (b) The Company shall pay an employee up to three (3) days pay or 2 days pay, whichever is applicable, based upon shift, at the employee's straight time hourly rate for all regular time lost in the event of the death of an employee's mother-in-law, father-in-law, sister, brother, grandmother, grandfather or grandchild.
- (c) The Company shall pay an employee up to one (1) day's pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's sister-in-law ~~or~~ brother-in-law.

16.02 Payment for (a), (b) and (c) above shall be made for the purpose of giving the employee time off to make arrangements for and/or attending the funeral. Probationary employees shall not be entitled to payment under this Article.

16.03 When any of the employee's immediate family, as previously described in (a) (b) & (c) dies while an employee is on vacation, the applicable bereavement leave will be provided and the affected portion of the employee's vacation shall be re-scheduled at a mutually agreeable time.

## **ARTICLE 17 - JURY DUTY/SUBPOENAED WITNESS**

**17.01** An employee who is selected for service as a juror or subpoenaed as a witness will be compensated for loss of pay from his regularly scheduled shift due to such jury or witness duty. Such compensation will be based on his regular scheduled hours at his straight time hourly rate less the fee received for his services as a juror or witness. It is understood that this Clause shall not apply to employees subpoenaed as witnesses for arbitration hearings.

**17.02** In order to qualify for payment under this Article, an employee must:

- (a) have completed his probationary period;
- (b) inform his immediate Supervisor as soon as possible after his selection for service as a juror or receipt of subpoena as a witness;
- (c) provide a written statement for the Company indicating the date or dates of service as a juror or witness, the time so spent and the fees received for services as a juror or witness.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE**

**18.01** In the event that the Company intends to introduce a technological change which will adversely affect the job security of any employees in the Bargaining Unit, the Company will provide the Union with at least ninety (90) days notice thereof and meet with the Union to discuss ways of alleviating the adverse impact on any affected employees. Such items as retraining and job posting shall be implemented where possible.

**18.02** Where an employee is displaced to a lower paid position due to technological change, they will continue to be paid their pre-displacement job rate for a period of six (6) months.

For the next six (6) months they will be paid half the difference between their pre-displacement job rate and the rate for the job they are performing.



At the end of this twelve (12) month period, their rate will be adjusted to the rate for the job they are performing.

#### **ARTICLE 19 - SCHEDULES**

19.01 The following Schedules are included herein and form part of the Agreement:

- Schedule "A" Wage Schedules
- Schedule "B" Shift Premium, Call-in Pay, Reporting Pay, Coveralls, Shopcoats, Aprons, Meal Allowance, Meal and Travel Allowance, Lead Hands, Group Leaders.
- Schedule "C" Hours of Work and Overtime.
- Schedule "D" Group Insurance (Group Life Insurance Plan, Short Term and Long Term Sick Leave, Pension Plan, Medical Plan, Dental Plan, Insurance Policies, Vision Care).
- Schedule "E" Vacations
- Schedule "F" Paid Holidays
- Schedule "G" Tool Allowance

#### **ARTICLE 20 - DURATION OF AGREEMENT**

- 20.01 This Agreement shall be effective ~~from February 13th, 1995~~, and shall remain in force ~~until February 8th, 1998~~ inclusive. Unless either party gives to the other party written notice of termination or a desire to amend the Agreement, then it shall continue in effect without change from year to year hereafter until terminated in the manner hereinafter provided.
- 20.02 Notice that amendments are required, or that either party intends to terminate the Agreement, shall be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date, or anniversary date in the event of any subsequent yearly extension as provided above.



20.03 If notice of amendments or of termination is given by either party, the other party agrees to meet within fifteen (15) days of receipt of such notice for the purpose of negotiations, or within such further periods as the parties agree upon after receipt of such notice for the purposes of negotiations.

**ARTICLE 21 - SEVERANCE ALLOWANCE**

21.01 If the Company decides to close the Plant or a major portion thereof, the Company shall provide the Union with a minimum of 90 days notice of such closure or partial closure. Employees with one (1) year of service or more will receive 1.5% of a week's pay at their current classified rate for each completed year of service to a maximum of twenty six (26) weeks.

DATED at Metropolitan Toronto this 2nd day of May, 1995

For the Company

P. Monaghan  
E. Humphries  
D. Willmot  
G. Peterson  
L. Chambers

For the Communications, Energy and Paperworkers Union, Local 320, C.E.P.

L. Sequeira  
D. D'Souza  
J. McNair  
T. Marji

For the Communication, Energy and Paperworkers Union, National Office

R. Smart

**SCHEDULE "A"**

**WAGE SCHEDULES**

	EFFECTIVE FEBRUARY 13, 1995			EFFECTIVE FEBRUARY 12, 1996			EFFECTIVE FEBRUARY 10, 1997		
	START	SIX MONTHS	TWELVE MONTHS	START	SIX MONTHS	TWELVE MONTHS	START	SIX MONTHS	TWELVE MONTHS
<del>Engineering Technician</del>	24.00	24.75	N/A	24.78	25.55	N/A	25.58	26.38	N/A
<b>TRADESPERSON I</b>									
Tool & Die Maker	17.47	19.10	21.07	18.03	19.72	21.75	18.61	20.36	22.45
Maintenance/Machinist A	14.74			17.40			20.20		
Maintenance/Machinist B	15.95	17.71	19.45	16.46	18.28	20.08	20.20	20.85	21.52
<b>TRADESPERSON II</b>									
Maintenance/Building/Machine	15.51	16.32	18.30	16.01	16.85	18.89	16.53	17.39	19.50
Kiefel Set Up Operator									
Vinyl Set Up/Operator - Flats									
Vinyl Set Up/Operator - Assembly									
Receiver Raw Materials									
CDM S Oper									
<b>AC III</b>									
Operator - 1 Up	13.94	15.15	17.48	14.38	15.64	18.03	14.84	16.14	18.61
Set up / O									
Warehouse Person Finished Goods									
Warehouse Person Raw Materials									

- 1st year apprentice will be paid at 70% of the job rate
- 2nd year apprentice will be paid at 80% of the job rate
- 3rd year apprentice will be paid at 90% of the job rate
- 4th year apprentice will be paid at the job rate

**WAGE SCHEDULES**

**SCHEDULE " A**

	EFFECTIVE FEBRUARY 13, 1995			EFFECTIVE FEBRUARY 12, 1996			EFFECTIVE FEBRUARY 10, 1997		
	START	SIX MONTHS	TWELVE MONTHS	START	SIX MONTHS	TWELVE MONTHS	START	SIX MONTHS	TWELVE MONTHS
	<b>FACTORY I</b>								
Order Picker/Packer	12.34	13.55	15.15	12.73	13.99	15.64	13.14	14.44	16.14
Hang Set Up Operator									
Kugler Set Up Operator									
Material Co-ordinator									
<b>FACTORY II</b>									
Hang/Kugler Packer Set Up	11.14	12.80	13.55	11.50	13.21	13.99	11.87	13.63	14.44
Label Maker and Planner									
Labelling>Returns									
<b>FACTORY III</b>									
ABC Assembler/Packer	10.34	11.14	11.95	10.67	11.50	12.32	11.01	11.87	12.72
Janitor									
Material Handler									
<del>Capital Shipper</del>									

## **SCHEDULE "B"**

### **SHIFT PREMIUMS, CALL-IN PAY, REPORTING PAY**

#### **1. SHIFT PREMIUM**

- (a) A shift differential of sixty (60) cents per hour will be paid for all hours worked on the 2nd shift and sixty five (65) cents per hour for the 3rd and 4th shifts.

Effective February 12, 1996, the shift differential will increase to sixty five (65) cents per hour for the 2nd shift, and seventy (70) cents per hour for the 3rd and 4th shifts.

Effective February 10, 1997, the shift differential will increase to seventy (70) cents per hour for the 2nd shift, and seventy five (75) cents per hour for the 3rd and 4th shifts.

- (b) Shift differentials will not be added to the employee's hourly rate for the purpose of calculating overtime payment. However, the employees working overtime before or after a shift which bears a premium shall have the premium paid for the additional hours so worked.

#### **2. CALL-IN PAY**

An employee, who has already left the premises of the Company after the completion of the employee's shift and is called in for emergency work, shall receive the minimum 6 hours pay at the employee's regular hourly rate of pay for employees on a 12 hour shift, and 4 1/2 hours for all other shifts, or the applicable overtime rate as outlined in Schedule "C", Clause (2).

#### **3. REPORTING PAY**

An employee who reports for work as usual on a regular working day, unless notified not to report before leaving

home, and for whom no work at his regular job is available, shall be offered at least 6 hours work for employees on a 12 hour shift, and 4 1/2 hours for all other shifts, at the employee's current rate of pay, or, at the Company's option, will be paid for six (6) hours or four and one half (4 1/2) hours, as appropriate, in lieu of work. This provision shall not apply if the failure to provide work is caused by reason of a strike or other work stoppage, fire, flood, power failure or other like cause beyond the control of the Company.

4. **COVERALLS. SHOPCOATS. APRONS**

Coveralls or shopcoats will be provided by the Company to employees in the Tool Room and to employees in Production Set-Up classifications where grime, dirt and grease are a factor. In addition, aprons will be provided as required in the Manufacturing area. Employee requests for replacement shall be considered on a case by case basis.

5. **MEAL ALLOWANCE**

Employees who work more than two (2) hours beyond the end of their shift and were not notified that they were required to do so on their previous shift will receive a meal allowance of ten dollars (\$10.00).

Effective February 12, 1996, this allowance will increase to eleven dollars (\$11.00).

6. **LEAD HANDS**

Lead Hands who may be appointed, at the discretion of the Company, shall be paid a premium of five (5%) percent per hour of the highest classified rate led in addition to the hourly rate for their classification. In no event should the premium amount to less than ninety (90¢/hr) cents per hour. The Lead Hand rate shall be incorporated into the employee's regular rate for the calculation of vacation pay, holiday pay and overtime.

## SCHEDULE "C"

### HOURS OF WORK AND OVERTIME

#### 1. HOURS OF WORK

- (a) There are ~~two~~ (2) shift patterns of work:
- 12 hour shift pattern
  - 5 day shift pattern

##### 12 Hour Shift Pattern

There shall be four (4) twelve (12) hour shifts.

1st shift	Week 1	Monday to Wednesday	6:00 a.m. - 6:00 p.m.
	Week 2	Monday to Thursday	6:00 a.m. - 6:00 p.m.
2nd shift	Week 1	Monday to Wednesday	6:00 p.m. - 6:00 a.m.
	Week 2	Monday to Thursday	6:00 p.m. - 6:00 a.m.
3rd shift	Week 1	Thursday to Sunday	6:00 a.m. - 6:00 p.m.
	Week 2	Friday to Sunday	6:00 a.m. - 6:00 p.m.
4th shift	Week 1	Thursday to Sunday	6:00 p.m. - 6:00 a.m.
	Week 2	Friday to Sunday	6:00 p.m. - 6:00 a.m.

There shall be one (1) half hour paid lunch period and three (3) 10 minute paid breaks for all twelve (12) hour shift workers.

##### 5 Day Shift Pattern

A.	1st shift	Monday to Thursday	6:30 a.m. - 4:00 p.m.
		Friday	6:30 a.m. - 10:30 a.m.
	2nd shift	Monday to Thursday	4:00 p.m. - 1:30 a.m.
		Friday	10:30 a.m. - 2:30 p.m.

(i.e. Distribution)

There shall be one (1) half hour unpaid lunch period and two (2) 15 minute breaks.

B.	1st shift	Monday to Thursday	7:30 a.m. - 5:00 p.m.
		Friday	7:30 a.m. - 11:30 a.m.
	2nd shift	Monday to Thursday	5:00 p.m. - 2:30 a.m.
		Friday	11:30 a.m. - 3:30 p.m.

(i.e. Raw Materials/Receiving)

There shall be one (1) half hour unpaid lunch period and two (2) 15 minute breaks.

- (b) The above hours of work may be changed by mutual agreement between the Company and the Union.
- (c) An employee who is late by eight (8) minutes or more will have fifteen (15) minutes deducted. The same formula will apply for each fifteen (15) minute period thereafter. Consistent lateness may be made the reason for disciplinary action.

Notice of Shift Change

The Company shall provide at least one (1) week's advance notice to employees in the event of a long term or permanent change to the employee's shift schedule, except where bumping and/or recall rights are being exercised; subject to 8.04 of the Collective Agreement.

2. **OVERTIME**

- (a) On a scheduled work day, all employees will be paid time and one half (1 1/2) for the first four (4) overtime hours, and double time (2 x) for all hours worked thereafter. Before any overtime is paid, an employee must complete his/her scheduled daily hours at regular time. On a non-scheduled work day, payment shall be made at time and one half (1 1/2) for the first four (4) hours and double time (2 x) for all hours worked thereafter; with the exception of Saturdays, Sundays and Statutory Holidays where all hours will be paid at double time (2 x). (For overtime payment purposes, approved leaves of absence and time off due to illness or injury, verified by a medical certificate if requested by the Company, shall be considered as time worked).

Double time will be paid for the 2 days prior to the normal start day of the employees' shift.

- i.e. - if the shift normally starts on Monday, Saturday and Sunday will be paid at double time;
- if the shift starts on a Thursday, (week two), Tuesday and Wednesday are paid at double time;
- if the shift starts on Wednesday (week one), Monday and Tuesday are paid at double time.

- (b) Overtime assignments will be distributed in a Department as equitably as practicable among permanent employees with the qualifications and experience to perform the required work.
- (c) The Company will endeavour to provide as much notice as possible when requesting employees to work overtime. All overtime shall be on a voluntary basis.

Note: The Company will post a notice requesting employees to work overtime outside their own classification. Employees may sign up for such overtime on a weekly basis. The Company shall offer overtime to employees on said list on an equitable basis provided they are qualified to do the work.

The current practice shall apply to overtime distribution within the same job classification. (i.e. overtime opportunities on the 1st shift shall be first offered to the 3rd shift, followed by the 4th shift, etc.)

### **SCHEDULE "D"**

#### **GROUP INSURANCE**

1. Group Life Insurance Plan

Effective from the first day of the month following completion of the probationary period, the Company will pay one hundred (100%) percent of the cost of a Group Life Insurance Plan in an amount equal to one (1) year's normal earnings (overtime and premiums not included). The Plan shall include A.D.&D. coverage and Dependant coverage as follows:

Spouse	<b>\$5,000.00</b>
Child	<b>\$3,000.00</b>



2. **Short Term and Long Term Sick Leave**

(a) **Short Term Sick Leave Benefits**

All employees who have completed six (6) months of service shall be entitled to short term sick leave benefits commencing on the fourth (4th) day of illness. For production (12 hr shift) employees, payment begins after 24 hours.

The maximum length of time in each service year for which an employee may receive benefits from the short term sick leave plan is as follows:

<b>Length of Time</b>	<b>Number of Weeks</b>
6 months up to 2 years -	1 week x 100% pay 2 weeks x 75% pay 12 weeks x 50% pay
2 years up to 4 years -	2 weeks x 100% pay 2 weeks x 75% pay 11 weeks x 50% pay
4 years up to 6 years -	4 weeks x 100% pay 2 weeks x 75% pay 9 weeks x 50% pay
6 years up to 8 years -	6 weeks x 100% pay 2 weeks x 75% pay 7 weeks x 50% pay
8 years up to 10 years -	9 weeks x 100% pay 2 weeks x 75% pay 4 weeks x 50% pay
10 years and over -	13 weeks x 100% pay 2 weeks x 75% pay

Short term sick leave benefits are not payable for occupational illness and accidents which are covered by the Workers Compensation Act of Ontario. For the purpose of this Article, a day on which an employee

attends at work and subsequently leaves prior to completing five (5) hours of work shall be considered the first day of illness.

The waiting period for first day of hospitalization and first day of work related accident and surgery performed on an outpatient basis does not apply. The waiting period shall be extended by one day where a statutory holiday occurs during the waiting period, provided the employee will be paid for the holiday.

(b) **Long Term Disability Benefit**

An employee who after the first of the month after completion of six (6) months of service becomes totally disabled will be entitled to long term disability benefits equal to two-thirds (2/3) of his normal basic earnings, commencing on the 16th week of disability.  
*THE EMPLOYEE WILL PAY 50% OF THE PREMIUM.*

3. **Pension Plan - (Group RRSP)**

Eligibility

Full and part-time employees who have completed 6 months of continuous service.

Membership is voluntary. An employee who does not elect to enrol as a member of the plan when first eligible to do so, may do so on the first pay day of any subsequent month.

The Company may, at its discretion, waive or modify the eligibility requirement for a specific employee or group of employees.

An employee who has enrolled as a member of the plan shall be permitted to withdraw from membership in the plan while in the employ of the Company.

Contributions

Employee contributions to the plan may be made by payroll deduction or as a lump sum.

Employees may contribute any amount within statutory limits on a payroll deduction basis. The minimum annual payroll contribution is 2% of earnings. Once set, the amount of

any employee's payroll contribution may only be changed quarterly.

Acco Canada Inc. will match employee payroll contributions up to a maximum of 5% of an employee's earnings.

Lump sum contributions to the group RRSP may be made during the month of February only. There are no minimums.

Spousal contributions to the plan are allowed.

Contributions to the plan must be within the limits imposed by the Income Tax Act of Canada.

A member shall not be permitted to withdraw any or all of the employer's contributions to the plan while in the employ of the Company.

The transfer of the proceeds of an RRSP held outside of the company to the group RRSP is allowed.

Each member may direct the investment of all contributions made to his/her account within the investment options available under the group RRSP policy.

#### **Investment**

The Company has appointed the Canada Life Assurance Company to handle the investment of all contributions to the group RRSP.

A number of investment options will be available to employees for the investment of all contributions to the group RRSP.

#### **Administration**

The general administration of the group RRSP will be the responsibility of the Company. The Company shall appoint a Retirement Committee which will be responsible for the interpretation and application of the plan. Any questions or disputes about the operation of the plan will be referred to the Retirement Committee for settlement and the decision of the Retirement Committee will be final and binding upon all concerned.

The members of the Retirement Committee shall be appointed from time to time and shall serve at the pleasure of the Board of Directors of the Company. At least one member of the Committee shall be from the Bargaining Unit and appointed by the Local Union.

The Canada Life Assurance Company will handle all administration of the plan with respect to the investment of contributions, periodic statements and the issuing of tax certificates.

#### Retirement Benefits

Upon retirement, an employee may elect to use the proceeds of his/her account to purchase retirement income, continue as a member of the group RRSP (with no further payroll contributions), transfer his/her proceeds to a private RRSP, or withdraw cash. All of these options will be subject to the limitations imposed under the Income Tax Act of Canada.

#### **Termination** of Employment

If a member terminates employment with the company, other than as a result of death or retirement, his active participation in the plan will cease. He/she shall be entitled to remain as a non-active member of the group RRSP, receive a lump sum settlement equal to the value of his/her plan, or transfer the proceeds to a private RRSP.

#### Death Benefits

Where any employee dies while a member of the plan, the full value of his/her plan will be available to his/her beneficiary (beneficiaries) under the plan.

#### Expenses

All normal and reasonable expenses incurred in the operation of the group RRSP shall be paid by the company.

#### **4. Major Medical Plan**

The Company will pay one hundred (100%) percent of the premium cost of the existing major Medical Plan (no deductible).

5. **Dental Plan**

Effective the first day of the month following the completion of three (3) months of service, the Company will pay one hundred (100%) percent of the premium cost of the existing Dental Plan (based on the 1994 O.D.A. Schedule) for all employees who elect to be so covered. (Effective 1996, the 1995 O.D.A. Schedule shall apply and effective 1997, the 1996 O.D.A. Schedule shall apply.)

The maximum annual benefit is:

Effective January 1, 1996 \$1,500.00 With Dentures - \$2,000.00

The Company and employee will share the premium cost of major restorative coverage at 80% reimbursement, as well as orthodontia at 50% coverage. The maximum premium paid by the employee will not exceed \$14.00 family and \$8.00 single for the first year of the contract. Subsequent yearly premiums will be determined by claims experience. This benefit will have compulsory membership.

6. **Vision Care**

Effective January 1, 1996, the plan shall provide for \$150.00 reimbursement every two years for the purchase of prescription glasses, for employees only; and \$100.00 every two years for dependents only.

Effective January 1, 1997, dependent coverage will rise to \$150.00.

7. **Insurance Policies**

All of the benefits referred to in this Schedule shall be as more particularly described and set out in the respective plan documents and/or policies of insurance. Any dispute over payment of benefits under any such plans or policies shall be adjusted between the employee and the insurance carrier. ~~The Company reserves the right to change insurance carriers at any time.~~

The Company will keep the Benefit Handbook up to date in order to provide an explanation of all benefits

## SCHEDULE "E"

### VACATIONS

- (a) The Company will grant vacations with pay on the following basis to all employees qualified for same under all of the provisions of this schedule.
- (b) The vacation year is April 1st to March 31st.
- (c) Vacations must be taken in the applicable vacation year and cannot be accumulated.
- (d) Employees with less than one (1) full year of service as of March 31st will be entitled to receive, during the next vacation year, one (1) day of vacation for each full month worked from date of hire to March 31st to a maximum of ten (10) days. In addition, the employee will receive four (4%) percent of all wages earned during the preceding vacation year.  
For employees with one (1) full week of vacation or more as of April 1st, each week of vacation pay will be calculated at 2% of gross earnings in the previous vacation year or 40 hours pay at the employees' regular rate of pay at time of vacation, whichever is greater, provided the employee has worked a minimum of 1040 hours during the previous vacation year.
- (e) Employees with one (1) full year, but less than five (5) full years of continuous service as of April 1st will receive two (2) weeks' vacation with pay at four (4%) percent of all wages earned during the preceding vacation year.
- (f) Employees with five (5) full years, but less than ten (10) years of continuous service as of April 1st will receive three (3) weeks vacation with pay equal to six (6%) percent of all wages earned during the previous vacation year.
- (g) Employees with ten (10) full years, but less than twenty (20) years of continuous service as of April 1st will receive four (4) weeks vacation with pay equal to eight (8%) percent of all wages earned during the previous vacation year.
- (h) Employees with twenty (20) full years or more of continuous service as of April 1st will receive five (5) weeks vacation with pay equal to ten (10%) percent of all wages earned during the previous vacation year.

- (i) Employees who attain (5) full years, ten (10) full years or twenty (20) full years of continuous service during the vacation year, are eligible for their third, fourth, or fifth week of vacation respectively, upon attainment of their service anniversary date.
- (j) For the purposes of vacation entitlement, years of service shall include all time worked with the Company, save and except that an employee who was terminated from the Company shall lose all previous years of service should the employee be rehired at a later date. Length of service will not be broken by an approved leave of absence or by a lay-off not exceeding fifteen (15) months.

**Vacation Scheduling**

- (a) The Company will prepare a vacation schedule for the convenience of employees whenever possible and practical.
- (b) Vacation schedules will be maintained in each Department.
- (c) Employees will be asked by their Supervisor prior to April 1st for their selection of vacation dates. Should an employee fail to select vacation dates by April 30th, the employee may lose the right of selection to a junior employee.
- (d) The choice of an employee's vacation once approved by the Supervisor shall be signified by the employee's initials on the vacation schedule chart, and thereafter can only be changed by mutual agreement between the Supervisor and the employee.
- (e) When a choice of vacation is in dispute between two or more employees, seniority will be the deciding factor.
- (f) Employees entitled to two (2), three (3), four (4) and five (5) weeks vacation shall be entitled to take two (2) weeks of their vacation consecutively; third, fourth and fifth weeks may be taken as work requirements permit.
- (g) The Company shall have the final determination as to when each employee shall take the employee's vacations, but will co-operate in an endeavour to arrange a mutually satisfactory time.
- (h) It is understood that the Company may shut down the plant,

either totally or partially, for summer vacation purposes during July and August. The Company shall post the date of shutdown by January 1st.

**Vacation Pay on Lay-Off or Termination**

On termination of employment or lay-off, employees will receive any vacation pay owed them.

**SCHEDULE "F"**

**PAID HOLIDAYS**

- (a) The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day or days celebrated in lieu thereof:
- |                |                          |
|----------------|--------------------------|
| New Year's Day | Labour Day               |
| Good Friday    | Thanksgiving Day         |
| Victoria Day   | Day before Christmas Day |
| Canada Day     | Christmas Day            |
| Civic Holiday  | Boxing Day               |
- (plus one floating holiday to be scheduled at the discretion of the Company each year).
- (b) To qualify for payment by the Company for the above mentioned holidays, an employee must meet the following conditions:
- (i) have been continuously employed by the Company and worked a minimum of 480 hours (not including overtime) immediately prior to the date of the holiday;  
(There will be no waiting period for holiday payment in the case of employees exercising their recall rights)
  - (ii) report for full time work on the working days immediately preceding and following the holiday, unless the employee is absent on either day due to medically certified illness or the employee has obtained an approved Leave of Absence.



- (c) Payment for work performed on any of the above described holidays shall be on the basis of double time ~~the~~ regular rate per hour In addition to the **employee's regular holiday pay**.
- (d) If the holiday occurs during an employee's vacation, the employee shall receive an additional day's vacation with pay to be taken at a date mutually satisfactory to the employee and the employee's Supervisor.
- (e) Any of the above holidays may be changed by mutual agreement between the Company and the Union.
- (f) If an employee is prevented by lay-off or certified illness from working the employee's shift prior to the holiday(s) or the employee's shift immediately following the holiday(s), the employee will receive pay for the holiday(s) occurring during the lay-off or certified illness provided the employee was at work some time in the twenty (20) day period immediately prior to the holiday(s).

#### **SCHEDULE "G"**

##### **TOOL ALLOWANCE**

A tool allowance will be paid to Tool Room employees only during each year of this Agreement. Effective February 16, 1994, it will be one hundred and fifty five (\$155.00) dollars. It is understood that the Company shall continue to provide the required tools for those employees involved in Set-up duties in the Manufacturing area. Payment will be made in September of each year.

**LETTER OF UNDERSTANDING- #1**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company and the Union agree that during the life of this Agreement, they will meet to review Job Evaluation programs that are in compliance with ~~the~~ Pay Equity Act.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

J. McNair

G. Peterson

T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING - #2**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company and the Union agree that during the life of this Agreement, they will continue the joint Employee Assistance Program.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

J. McNair

G. Peterson

T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING - #3**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company agrees that during the life of this Agreement, it will commit to train Bargaining Unit members, at a rate of two (2) per physical inventory to allow for increased participation in inventory. Once the list of employees selected by Department for inventory training is established, training shall commence by seniority.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

J. McNair

G. Peterson

T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #4**

**Between**

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company and the Union agree that the system of Job Evaluation shall be maintained during the term of the Collective Agreement as a method of reviewing new or changed jobs.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

J. McNair

G. Peterson

T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #5**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company agrees to observe two (2) minutes silence each April 28th, the National Day of Mourning for people who have suffered fatalities on the job, however, the silence will be held two minutes before the break.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

J. McNair

G. Peterson

T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #6**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

**HEALTH AND SAFETY**

The Company agrees that we are committed to Bill 208 and will conform to that legislation.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

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L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

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**LETTER OF UNDERSTANDING- #7**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION

and its

Toronto Local 320

**BUMPING RULES**

1. A displaced employee may only bump laterally or down. Should his/her original position be reinstated, the displaced employee will be returned to the position.

2. In order to bump, an employee must have previous job/machine experience; in other words, he/she must be able to walk into the job on the first day and operate machinery or perform the basic duties of the job at hand with NO TRAINING REQUIRED, however, a familiarization period of 8 hours will be allowed where modifications to the equipment/machinery have occurred.

*with  
ACCO  
CANADA  
INC.*

3. **Method of Bumping:**

Job skills and subsequent options will be reviewed by the Supervisor and the Union Executive. Seniority will govern only when, in the opinion of the Company, the skill, ability and qualifications to perform the required work are equal. Displaced employees will be given a list of job options they can bump into.

4. **Evaluation Procedure:**

The employee will be evaluated at the end of the first shift in order to ensure that he/she can perform the basic duties of the new position. The employee will then be evaluated after one hundred and fifty (150), three hundred (300) and four hundred and eighty (480) working hours, as if he had posted into the position.



**5. Number of Bumps per Person:**

An employee may try several positions, **but** may only bump once within the same classification. This restriction will not apply where an individual is deemed unsatisfactory by the Company.

- 6. Bumping **will** be allowed between all four shifts (i.e. days to afternoons, or vice versa).
- 7. All F-3 classified positions will be open to bumping by seniority, not job content.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

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For the Communications, Energy and Paperworkers Union  
National Office

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**LETTER OF UNDERSTANDING- #8**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company agrees that the following classifications have been deleted, and if they are at any time reinstated, they will revert to their former positioning:

TRADESPERSON II	Receiver
TRADESPERSON III	Guillotine Set Up/ Operator Auto Data Line Set Up/ Operator Clip Line Set Up/ Operator Accomatic & Accoflex Set Up/. Operator
FACTORY I	ABC Machine Set Up/ Operator Auto Heat Seal (Turn Table) Set Up/ Operator Parts & Repairs Person
FACTORY II	Shuttle Heat Seal Set Up/ Operator Shanklin Set Up/ Operator
FACTORY III	Hand Riveting Machine Assembler Poly Shrink/ Bagger Accoflex Manual Assembler No. 3 Clip Line Operator Label Maker and Planner Labelling (ABC) Data Hook Assembler Hand Stripper Kiefel Take Off Person Auto Accoflex Packer Hang Packer

FACTORY IV

Data Hook Assembler  
Colpitts Stripper  
Hand Assembler  
Collator  
Foil Stamper  
Hand Stripper  
Packing  
Labelling

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

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For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING - #9**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company agrees that if at any time the Provincial Government restores the previous OHIP plan, replacing the present Health Card System with individual and family premiums, the Company shall pay the inflation-adjusted premium.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

E. Humphries

D. D'Souza

D. Willmot

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L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #10**

**Between**

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local320

**MEAL AND TRAVEL ALLOWANCE**

The Company agrees that should the position of "Driver" be re-instated, and where he/she is off location for more than 10 (ten) consecutive hours, he/she would receive a meal allowance as follows:

Meal allowance	\$24.00 per day
Accommodation	\$70.00 per day

Dated at Toronto, this 2nd day of May, 1995

**For the Company** For the Communications, Energy  
and Paperworkers Union  
Local320

P. Monaghan L. Sequeira

E. Humphries D. D'Souza

D. Willmot J. McNair

G. Peterson T. Marji

L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #11**

Between

ACCO CANADA INC.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

The Company and the Union agree that WEDNESDAY shall be the pay day for the Bargaining Unit, except for those weeks where Monday is a Statutory Holiday. In these instances, the pay day will be Thursday of the same week.

Dated at Toronto, this 2nd day of May, 1995

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

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L. Chambers

For the Communications, Energy and Paperworkers Union  
National Office

**R. Smart**

**LETTER OF UNDERSTANDING- #12**

Between  
ACCO CANADA INC.  
and  
COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

**BANKING HOURS**

The purpose of this Letter of Understanding is to agree on the procedures to allow Union Members to bank certain overtime hours as of July 1st, 1995.

- Employees will be allowed to bank only double time hours for the ~~two~~ days prior to the normal start day of the employees' shift.
- Can only bank complete shifts. Payments can be made upon request for banked hours. **AT REGULAR PAY**
- Employees will take two full days off for every full banked hour shift, with prior approval of their department manager.
- All banked hours must be cleared by 31st of December each year.

Dated at Toronto, this 2nd day of May, 1995

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan  
E. Humphries  
D. Willmot  
G. Peterson  
L. Chambers

L. Sequeira  
D. D'Souza  
J. McNair  
T. Marji

For the Communications, Energy and Paperworkers Union  
National Office

R. Smart

**LETTER OF UNDERSTANDING- #13**

Between  
ACCO CANADA INC.  
and  
COMMUNICATIONS, ENERGY and PAPERWORKERS UNION  
and its  
Toronto Local 320

**OVERTIME CALL-IN PROCEDURE**

The purpose of this Letter of Understanding is to ensure that the Company maintains a reasonable and flexible work schedule and coverage in order to service our customers.

Short Term Non-Attendance (up to one week)

The Company will call up to five (5) people from the same job classification to fill this vacancy on an overtime basis.

\*Long Term Non-Attendance

Any non-attendance in excess of one week, the position can be filled with a temporary person.

If the non-attendance exceeds thirty (30) days, the Company will also post the position. The normal posting procedure will apply.

Dated at Toronto, this 2nd day of May, 1995.

For the Company

For the Communications, Energy  
and Paperworkers Union  
Local 320

P. Monaghan

L. Sequeira

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For the Communications, Energy and Paperworkers Union  
National Office

R. Smart



## PLANT RULES

- (1) During working hours, employees must remain on the premises at their assigned job, unless approval to leave has been obtained from their supervisor.
- (2) The Human Resources Department must be advised within 5 working days of any change in home address, phone number, dependants for tax purposes, hospitalization, etc.
- (3) Upon return from any absence, employees must report to their Department Foreman or Supervisor.
- (4) The Department Supervisor must be contacted immediately, if you are unable to get to work for any reason or if you will be more than one hour late. Sending notice with another employee is not acceptable and will be treated as an unknown absence.
- (5) If absent for three or more days without permission, a doctor's certificate must be handed to your Supervisor or sent to the Personnel Department explaining reason for absence.
- (6) Use or removal of any Company property, including materials and product components from Company premises, must be authorized by the Supervisor before any such items are removed from the premises.
- (7) All excess clothing (that not required while working) must be kept or stored in the appropriate area - i.e. coat racks and lockers which have been supplied by the Company.
- (8) Violation of any of the following rules may be considered sufficient cause for discipline.
  - 8.1 Tardiness (not being available for work at the normal starting time).
  - 8.2 Absenteeism without just cause. (See #6 above)
  - 8.3 Negligent or careless workmanship.

#### 8.4 Violation of Safety Rules.

Violation of any of the ABOVE rules may be cause for the following disciplinary action:

First Offence:	VERBAL WARNING
Second Offence:	WRITTEN WARNING
Third Offence:	1 DAY SUSPENSION
Fourth Offence:	3 DAY SUSPENSION
Fifth Offence:	DISMISSAL

- (9) Violation of any of the following rules and participation in any of the following offenses may be considered sufficient cause for disciplinary action up to and including immediate dismissal.

9.1 Fighting

9.2 Insubordination

9.3 Intoxication; carrying or consuming intoxicating beverages or illegal drugs on Company premises, or reporting for duty while under the influence of alcohol or illegal drugs.

9.4 Disorderly conduct on premises

9.5 Falsifying reports

9.6 Using other employees' Kronos cards

9.7 Destroying or defacing Company property

9.8 Sleeping on duty

9.9 Theft

- (10) Each starting time, at the beginning of a shift or at the end of a break period, will be signalled by a warning bell which will sound 3 minutes before the scheduled starting time.

All employees must be at their work stations and must begin working as soon as the starting bell sounds.