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MEMORANDUM OF UNDERSTANDING
AGREEMENT

Dated this 31st day of August, 1994

Between:

MULTIPAK LIMITED

— and —

**TORONTO TYPOGRAPHICAL
 UNION NO. 91-0**
 Affiliated Local of the
**Communications, Energy and Paperworkers
 Union of Canada**

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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT dated this 31st day of August, 1994.

BETWEEN:

MULTIPAK LIMITED,
(hereinafter referred to as the "Company")

-- and --

TORONTO TYPOGRAPHICAL UNION NO. 91-O,
Affiliated Local of the
Communications, Energy and Paperworkers
Union of Canada
(hereinafter referred to as the "Union")

In this Agreement, except where specifically stated to the contrary, or where the context shall otherwise require, words importing the masculine gender shall include the feminine gender.

ARTICLE 1 -- PURPOSE

1.01 The purpose of this Agreement is to promote orderly relations between the Company and its employees, to establish desirable standards with respect to working conditions while maintaining operations at a high level of efficiency and thus promote industrial peace.

This Collective Agreement is also intended to determine the respective rights of the parties and to facilitate the settlement of disagreements which may arise during its term.

ARTICLE 2 -- RECOGNITION

2.01 The Company recognizes the Union as the bargaining agent of all employees of Multipak Limited in the City of Mississauga, save and except supervisors, persons above the rank of supervisor, office, sales and clerical staff.

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2.02 (a) Supervisors and any other employee outside the bargaining unit shall not perform work belonging to the classifications mentioned in Schedule "A" and Schedule "B" of this Agreement of work normally performed by the employees governed by this Agreement other than in emergency situations or for employee training purposes or when there are no reasonably qualified employees available in the plant.

The Company will endeavour to call in qualified people in order of seniority rotation prior to actually carrying out any such emergency function. In cases where qualified or reasonably qualified employees are not available, *non-bargaining* unit employees may cover until qualified employees arrive.

If the emergency is determined to be more than one week, recall of qualified employees from layoff in order of seniority would be applied.

(b) Where such emergencies extend beyond 5 working days and there are no qualified employees on layoff, then the affected positions shall be subject to the job posting provisions of the Agreement set forth in Article 5.03 (a) provided however that the vacancy created by the successful applicant shall also be posted.

New Operation or Classification

2.03 If during the life of this Collective Agreement a new classification is created or if the duties of a function undergo substantial change or if a new task requires the creation of a new classification, the Company and the Union shall negotiate a relevant wage rate as well as all other applicable working conditions.

Employees shall be given the opportunity to fill any position created as a result of the application of this Article according to Article 5.03 (a) (Job Posting). However, in the event the Union is not satisfied, it may lodge a grievance in

writing addressed to the Plant Manager and the parties agree to meet within 10 working days in order to try to settle such grievance.

In the event the parties do not come to an agreement in the course of the above-mentioned procedure, either one of the parties may submit the matter to arbitration in the manner and within the delays provided for in Article 6.

In rendering his decision, the arbitrator to whom such a grievance was referred shall take the existing classifications and wage rates into account.

The arbitrator's decision shall be final and retroactive to the date on which the grievance was submitted.

ARTICLE 3 — UNION REPRESENTATION

3.01 (a) It is agreed that all present employees shall become and remain members of the Union for the duration of the Agreement and all new employees hired during the life of the Agreement shall become and remain members of the Union.

Union dues shall be payable from date of hiring but this in no way gives any person the right to grievance or arbitration as stipulated under Article 5.01.

(b) The Company will notify the Chief Steward in writing within 48 hours of the hiring of new employees specifying the name, address, start date, position and starting rate of such individuals.

3.02 The Company shall during the term of this Agreement deduct from each pay cheque due each employee covered by this Agreement the prevailing Union dues and special assessments authorized in writing by the Secretary Treasurer of the Union and remit same to the Union between the 10th and 15th day of the month following which such deduction was made, and shall at the same time submit a

list of the employees from whose pay such deduction has been made.

3.03 The Union will indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

3.04 In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

3.05 An employee who tenders an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet the conditions of this Article.

3.06 There shall be no discrimination or constraint against an employee because of his membership in the Union or because of any legitimate trade union activity.

The Company further recognizes that all employees are protected from discrimination of any kind pursuant to the provisions of the Ontario Human Rights Code.

3.07 The Chief Steward or in his absence one of the 3 Deputy Stewards shall represent the Union in the plant. They shall have the same obligations to observe the terms and conditions of the Agreement as all other employees. Should the Chief Steward or in his absence a Deputy Steward find it necessary to consult a Union Officer or a grieving employee regarding an alleged infraction of this Agreement during either's working hours, he may do so for a reasonable period provided he secures the consent of the supervisor or other management. Such consent shall not be unreasonably withheld.

It is understood the grieving employee has the same access.

An employee shall have the option to request the presence of the Chief Steward or a Deputy Steward if he is called before a representative of the Company for any given reason and the Company will obtain the Chief Steward or the Deputy Steward if they are immediately available. If neither is available, the affected employee may have another employee attend purely as a witness.

3.08 (a) The Negotiating Committee shall consist of a maximum of 4 employees of the Company who are bargaining unit members and assigned Local Union representatives.

(b) For the purpose of negotiations, renewal, amendment and/or conciliation of the Collective Agreement, the Union shall be represented by the Negotiating Committee and Local Union representatives.

3.09 (a) The Labour Relations Committee shall be made up of 3 elected or appointed members from the bargaining unit, and when requested 1 Local Union representative and up to an equal number of Company representatives.

(b) The Labour Relations Committee is formed to discuss any matter which does not constitute a grievance. The Committee shall meet once every 3 months or sooner as may be mutually agreed on by the parties.

3.10 (a) All employees serving on the Negotiating Committee shall be compensated by the Company for time spent during negotiations for contract renewal up to and including a maximum of 5 meetings and to a maximum of 8 hours per meeting day at their regular hourly rate.

(b) Employees on the Labour Relations Committee will be compensated for all time spent at meetings with the Company at their regular hourly base rate.

3.11 The Union and the Company agree to notify the other party of the names of all committee members and stewards within 30 days of the signing of this Agreement.

ARTICLE 4 — MANAGEMENT RIGHTS

4.01 (a) Except as limited by a provision of this Agreement, the Company shall continue to have the undisputed right to take any action it deems appropriate in the management of the Company and direction of the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.

These rights, management functions and prerogatives include but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline employees for just cause; hire, direct, promote, demote for just cause, transfer, lay off and recall employees to work; determine the requirements of a job, labour standards, the qualifications of an employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of employees; cessation of operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment and other property of the Company; determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force; make or change reasonable rules, policies and practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, production, maintenance, services and distribution methods, materials, machinery and equipment and otherwise generally manage the Company, direct the work force and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

The Company's non-exercise of any right or function shall not be deemed a waiver of its rights to exercise such right or function.

Discharge for Just Cause

(b) The Company has the right to employ help and may discharge for:

- 1) incompetency;
- 2) neglect of duty;
- 3) violation of the Company plant rules which shall be kept conspicuously posted and which in no way shall violate the rights of any employee under the law and be inconsistent with any provisions of this Agreement.

Article 6.10 shall not apply if just cause under this Article is proven.

4.02 The Company undertakes to not call in sub-contractors or outside contractors other than in cases where it does not have the necessary equipment, machinery or manpower among its employees qualified and available to do the work. Where the Company finds it necessary to subcontract work to outside contractors, the effect of this contracting must never cause the immediate down-grading, displacement, dismissal or lay off of bargaining unit employees during the life of this Agreement.

ARTICLE 5 — SENIORITY

5.01 An employee will be considered on probation and therefore subject to termination or lay off without notice and without access to the grievance or arbitration procedure until he has worked 60 days. Although probationary employees may be dismissed without cause and without access to the grievance or arbitration procedure with respect to such dismissal, they may nonetheless grieve and arbitrate any other alleged violations of this Collective Agreement during their probationary period. The termination of a probationary employee shall not be arbitrary, discriminatory or in bad faith.

5.02 Upon satisfactorily completing the probationary pe-

riod, the employee's name will be placed on the seniority list posted on the Company bulletin board and his seniority shall date from the beginning of his probationary period.

Seniority is the length of an employee's service with the Company since his last hiring date.

5.03 (a) When there is a permanent position in the bargaining unit that is subject to job posting, notice of the vacancy will be posted for 6 consecutive work days during which employees may apply. In such cases the Company shall be guided in its decision by the following factors:

- (1) seniority;
- (2) the requirements of the job;
- (3) aptitude and ability to meet job requirements.

In the event the vacancy is filled by an applicant through the posting process, if, in the opinion of the Company, there is a need to fill the vacancy, the job left vacant by the successful applicant shall be posted. The successful candidate will not move to the posted position until such time as his replacement is trained for the job. Vacancies for General Labour positions will not be posted. The Company may still consider other employees to fill vacancies created by transfers to posted jobs provided there is a mutual gain for both parties. The Chief Steward shall receive notice of all job postings.

(b) Whenever Article 5.03 (a) is to be used to fill a permanent vacancy then prior to a job posting being made qualified employees will advance through progression to fill permanent job vacancies within their seniority group in accordance with the job requirements of Article **5.03 (a)** and thereafter permanent vacancies will be posted in accordance with Article **5.03 (a)** to enable employees in other seniority groups to apply.

The Company will post its decision on the bulletin board within 10 working days from the date of the posting. In cases

of refusal the Company will give its reasons to the applicants within 5 working days of the decision as to the successful applicant.

(c) Printer and laminator operator shall not be posted jobs. A trainee shall be assigned progressively greater amounts of responsibility and shall be designated printer, or laminator operator when judged, by the Company, to be fully capable of and regularly being required to assume all of the functions and responsibilities of one of these classifications.

(d) This Agreement covers 10 seniority groups. Layoffs and recalls are conducted by seniority groups as follows:

- (1) Printer, printer trainee and press helper;
- (2) Plate moulder, plate preparation person and plate moulder trainee;
- (3) Slitters, rewinders;
- (4)** General labour and Janitor;
- (5) Material Handler;
- (6) Assistant shipper;
- (7) Laminator operator, laminator operator trainee and laminator helper;
- (8) Maintenance;
- (9) Laboratory Technician;
- (10) Student.

The employee with the least seniority in the affected seniority group will be laid off first but may exercise displacement privileges against any employee in the plant with less seniority working on a job which he has previously performed or in the event no such job is available then against any less senior employee in the plant employed on a job he has the ability to perform.

Employees will maintain their seniority throughout the lay off process except as defined in Articles 5.05 and 5.09.

(e) In regard to posting or promotion the Company

agrees to a reasonable trial period, not to exceed 60 working days, in order to enable the successful applicant or promoted employee to prove his ability to meet the job requirements. If he cannot qualify within this time period, in the opinion of the Company, or if he is not satisfied, he will be reinstated in his prior job position within the same time delay.

(f) An employee who is temporarily assigned to perform work in a classification for which the salary is superior to that of his own classification shall receive the applicable salary rate of the superior classification commensurate with his months of seniority with the Company for all hours worked in such superior classification.

An employee who is temporarily assigned to a classification of work for which the remuneration is lower than that of his own classification shall suffer no reduction in wages during the temporary assignment.

For purposes of reassignment due to layoff to a classification of work for which the remuneration is lower than that of his own classification, the affected employee shall suffer no reduction in wages for a period of 60 working days. After 60 working days he will be paid the lower remuneration in accordance with his years of seniority to a maximum of the top rate in the new classification.

Notwithstanding the preceding paragraphs an employee who applies for a job in a classification with a lower remuneration than his present classification will be paid the lesser of, the rate based on his seniority or the 24-month progression rate. A successful applicant will be accelerated through the progression when he can establish and maintain the departmental production standards.

(g) In the event that new equipment is introduced into the plant to substitute for existing equipment the following procedure will apply.

Senior incumbent employees in the affected classifications shall be given the opportunity to fill any positions presented by the introduction of such new equipment.

5.04 Employees who are promoted or transferred to jobs outside of the bargaining unit shall retain the seniority acquired in the bargaining unit but such seniority shall only apply in the case of return to a job within the bargaining unit within 6 months of the promotion or transfer.

5.05 An employee will lose his seniority and be deemed to have terminated his employment for any of the following reasons:

- (a) if he voluntarily resigns;
- (b) if he is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- (c) if after a layoff he does not report to work within 10 working days of the Company's request sent to him by registered mail or by messenger;
- (d) if he overstays a leave of absence or vacation without reason acceptable to the Company;
- (e) if he absents himself for 3 consecutive working days without notifying the Company unless reason satisfactory to the Company is given for both the absence and the lack of notification;
- (f) if he is laid off for a period of time in excess of 9 months;
- (g) if he is absent due to illness or injury for 24 consecutive months.

An employee will retain indefinite seniority rights in the case of an industrial accident on the premises provided that he can demonstrate full capability in his former function upon his return to work. The Company will endeavour to provide alternative suitable work that the individual may be capable of performing provided that such a function exists in the bargaining unit. In such cases the employee would retain a maximum of 24 months seniority or his length of absence, whichever is the lesser.

5.06 **An** employee must keep the Company advised as to the reason for any absence from work and make arrangements with the Company for his return to work. The Company may require a returning employee to produce a doctor's certificate after an absence of 2 days.

5.07 It shall be the duty of employees to notify the Company promptly of any change of their address and phone numbers within 5 days of any move. If an employee fails to do this the Company will not be responsible for failure of a notice to reach such an employee.

5.08 In the event of a permanent lay off the Company will give as much written notice to the affected employees as practical and will give a copy to the Union.

5.09 (a) Students may be employed during the school vacation period which shall run from May 1st to September 15th.

(b) All students within the bargaining unit shall accumulate seniority for any time worked at the Company. Such accumulated seniority will be carried over each year into the next consecutive year. This seniority will be used for the purposes of assigning the appropriate wage progression in the general labour classification.

(c) In the event of any lay off, the students shall be laid off prior to any lay off of permanent, regular full-time employees.

ARTICLE 6 — GRIEVANCE AND ARBITRATION PROCEDURE

6.01 (a) Grievances shall be adjusted and settled as follows:

Step 1 The aggrieved employee with the Chief Steward or alternate shall present his grievance orally or in writing to his Supervisor within ten (10) days of the incident or cir-

cumstances giving rise to the complaint. If a settlement satisfactory to the employee concerned is not reached the grievance may be presented at Step 2 as follows at any time within five (5) working days thereafter.

Step 2 The aggrieved employee with his steward may present the grievance in written form to the Supervisor who shall render his decision in writing within five (5) working days following the presentation of the grievance to him. If a settlement satisfactory to the employee concerned is not reached then the grievance may be presented at Step 3 as follows within five (5) working days thereafter.

Step 3 The aggrieved employee with his steward shall submit his grievance in writing to the Plant Manager, or his designate. When a written grievance is filed, Company representatives, the grievor, and Union representatives will meet and attempt to settle the grievance within 20 working days of receipt of the written grievance. At this conference the aggrieved employee shall be accompanied by the Chief Steward or alternate.

(b) The Union or the Company may file a policy grievance alleging a violation of this Collective Agreement at the written stage of the grievance procedure under Article 6.01 Step 3. The Union may only file such a grievance where the matter relates to an alleged general violation of the Collective Agreement affecting the rights of the Union or all the members of the bargaining unit and such a grievance may not be filed in lieu of an individual grievance.

6.02 A written grievance shall bear the name of the grievor, the nature of the grievance, the Article being grieved, the corrective measures suggested as a remedy, and the date. The grievance must be signed by the Chief Steward, alternate or Local Union representative and the grievor. No grievance shall be considered inadmissible because of a clerical error or faulty drafting.

6.03 Discharge grievances shall proceed directly to Step 3.

6.04 In the event of continued disagreement the Union will advise the Company in writing of its intention to take the matter to arbitration.

6.05 Any written agreement between the Company and the Union at any one of the steps of the grievance procedure or even during arbitration shall be final and conclusive and shall also be binding upon the employees involved.

6.06 The matter shall be referred to a single arbitrator.

6.07 Within 15 working days of the notice provided for at Article 6.04, the parties will appoint an arbitrator. If the parties are unable to agree the Minister of Labour shall make the appointment.

Unless the parties agree otherwise, no more than one grievance at a time shall be referred to the same arbitrator except in the case where more than one grievance is received by the Company due to a single incident and requiring the same settlement.

6.08 The arbitrator must hear the grievance and the facts which give rise to it, deliberate and render his decision within 30 days following the termination of the hearing. The parties may by mutual consent extend this 30 day delay. The arbitrator's decision cannot be appealed, is executory and binding upon the parties.

6.09 The arbitrator shall be without jurisdiction to make any decision inconsistent with the Agreement or to alter, modify or amend or substitute any new provisions in the Agreement, nor to apply any concepts or unreasonableness, unfairness or discrimination save where the Agreement so provides.

6.10 The arbitrator may in cases where a serious injustice results from the application of the plant rules and penalties:

- (a) maintain the Company's decision;
- (b) change, modify or annul the Company's decision;

(c) reinstate the rights of the employee involved, together with compensation for salary and monetary benefits lost, less any salary or monetary compensation he will have earned or received during the period of his suspension or discharge.

6.11 The arbitrator's fees and expenses shall be borne equally by the Company and the Union.

6.12 No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the grievance procedure.

6.13 Time limits may be extended upon mutual consent of both parties.

6.14 Employees shall be required to initial copies of all written discipline given to them indicating receipt thereof as opposed to agreeing to the contents. In the event the employee refuses to initial the discipline, then a Union representative shall be required to initial the document thereby indicating that a copy was given to the employee. The Union representative shall not thereby be construed as having agreed to the contents of the discipline.

6.15 When imposing discipline, the Company will not take into account any record of discipline which occurred more than 15 months prior. Effective June 1, 1995 the Company will not take into account any record of discipline which occurred more than 12 months prior.

ARTICLE 7 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS

7.01 This Article only provides the basis for the calculation of time worked, overtime and shift premiums and shall not be construed as a guarantee of the hours of work in a day or a week or a guarantee of days of work or otherwise, nor as a guarantee of working schedules.

7.02 (a) The normal work pattern will be 8 hours per day, Monday to Friday and the work pattern and hours of work may be varied to meet the operational needs of the Company. In the event that it becomes necessary for the Company to schedule work for any employees on a regular work week inclusive of Saturday and/or Sunday, the Company will negotiate the matter with the Union. Should the parties be unable to reach agreement, either party may refer the issues to final binding arbitration.

(b) The present hours of work are **7:00** a.m. to **3:00** p.m. for the day shift, **3:00** p.m. to **11:00** p.m. for the afternoon shift and **11:00** p.m. to **7:00** a.m. for the night shift with 2 10-minute paid break periods and a 20-minute paid lunch break. Employees working on the presses and laminators may take a 5-minute wash-up break during the last 30 minutes of their shift. All presses, laminators and other continuous operation equipment (i.e. equipment running production or in set-up) shall be kept operating during all rest, lunch or wash breaks.

(c) Outgoing personnel are expected to remain working until incoming personnel arrive for up to a period of thirty minutes after the end of their scheduled shift. This shall not apply in the event of equipment or power failure. An employee can leave the plant up to thirty minutes early if his replacement arrives early to replace him.

7.03 (a) An overtime premium of time and one-half an employee's regular straight time hourly base rate shall be paid for:

- (i) authorized time worked in excess of 8 hours in a day up to 11 hours;
- (ii) authorized time worked on Saturday up to 3 hours or on an employee's first scheduled day of rest, as may be applicable.

(b) An overtime premium of double an employee's straight time hourly base rate shall be paid for authorized time worked

on a statutory holiday as defined herein and on Sunday or on an employee's second scheduled day of rest as may be applicable, for hours worked in excess of 11 on normal days and for hours worked in excess of 3 on Saturdays or on the first scheduled days of rest as may be applicable.

(c) Employees scheduled to work overtime shall be allowed a one-half hour rest period after working 10 1/2 hours on the same shift. This period shall be paid at the rate of time and one-half the employee's regular rate. The employee who does not stop working during the lunch period shall be paid an extra 1/2 hour at the rate of time and one-half his regular rate.

(d) If an employee receives less than 18 hours notice of a shift change, he will be compensated at the rate of time and one-half his normal straight time hourly rate for the first shift he is required to work on the new shift schedule.

(e) If an employee is asked to work past the end of his regularly scheduled shift without having been provided with notice by the Company prior to the commencement of such regularly scheduled shift, the Company will pay an overtime premium of double an employee's straight time hourly base rate for such authorized overtime work.

7.04 (a) An employee called at home and who reports back for work, not immediately prior to the employee's next shift, shall be paid a guarantee equal to 3 hours pay at his normal straight time hourly base rate plus 1 hour's pay for call in. It is understood that the employee will not be paid less than the applicable overtime rates.

(b) **An** employee who reports for work at the beginning of his regular shift who had not been advised in advance not to shall be offered 4 hours' work in another classification or at management's discretion shall be paid for 4 hours at his regular hourly rate. **An** employee who reports for work at the beginning of a scheduled overtime shift on a Saturday, a Sunday

or a statutory holiday who had not been advised in advance not to shall be offered four hours work in another classification or at management's discretion shall be paid for four hours at the applicable overtime rate. However the provisions of this paragraph shall not apply in the event that no work is available due to a power failure, fire, flood or other conditions beyond the Company's control or when an employee reports for work after an unauthorized absence.

7.05 An employee may be scheduled and required to perform overtime work and this requirement shall be deemed to be in compliance with the Employment Standards Act of Ontario. The Company will ask for qualified volunteers to work overtime and will require employees to work overtime if such volunteers are unavailable and if the Company advises any employee required to work overtime at least twenty-four hours prior to the commencement of the overtime hours to be worked of such requirement.

7.06 A shift premium of 65 cents per hour will be paid on the afternoon shift and 90 cents per hour on the night shift. Effective June 1, 1995 a shift premium of 70 cents per hour will be paid on the afternoon shift and 95 cents on the night shift. Effective June 1, 1996 a shift premium of 75 cents per hour will be paid on the afternoon shift and \$1.00 per hour on the night shift. These premiums will not be pyramided with overtime.

Employees employed on 12-hour shifts shall receive the afternoon premium for those hours worked on the 12-hour shift that fall within a normal 8-hour afternoon shift and will receive the night shift premium for those hours worked on the 12-hour shift that fall within a normal 8-hour night shift.

ARTICLE 8 — HOLIDAYS

8.01 (a) The following days shall be designated as statutory holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

(b) The Company will schedule any statutory holiday that falls on a Saturday on the previous Friday and any holiday that falls on a Sunday on the following Monday.

(c) The following days are designated by the Company as floating holidays:

Wednesday, December 28, 1994
Thursday, December 29, 1994
Wednesday, December 27, 1995
Thursday, December 28, 1995
Friday, December 29, 1995
Friday, December 27, 1996
Monday, December 30, 1996
Tuesday, December 31, 1996

Should business conditions warrant the need to run machinery, it will be on a voluntary basis. If an employee has worked any or all of the designated days, he may, in lieu of taking the floater or floaters within the first 90 days of the next year, take 8 hours pay at his regular hourly base rate times the applicable number of days worked.

(d) An additional floating holiday may be taken but will be established by agreement of the Company and the individual employee in the calendar year.

8.02 A seniority employee on the active payroll at the time of the holiday will be paid for 8 hours at his straight time hourly base rate exclusive of shift and overtime premiums of the day of observance of the above designated holidays provided he has worked his full scheduled shift prior to and his next full scheduled shift after such holiday. However, an employee with a proven legitimate reason may be excused by the Company from either day.

An employee will be granted a grace of half hour lateness, without phone in, and a grace of one hour lateness with phone in, on his last scheduled day prior to and/or his next scheduled working day after such holiday.

ARTICLE 9 — VACATIONS

9.01 (a) Employees shall be entitled to an annual vacation to be determined in accordance with the employee's years of continuous service with the Company as of his anniversary date.

(b) Vacation indemnity shall be calculated on the basis of the employee's total gross earnings for the 12-month period prior to May 1st of the year of entitlement.

(c) Employees in the five, 10 and 19 (18 in 1995 and 17 in 1996) year categories shall be entitled to the additional vacation for which they qualify on their service anniversary date with pay.

Indemnity for any additional vacation entitlement taken prior to shutdown will be based on the individual's hourly base rate x 40 hours. The vacation pay issued at shutdown would reconcile the outstanding balance due based on the appropriate percentage of gross income applicable minus monies paid for the additional vacation taken prior to shutdown. For 5, 10 and 19 (18 in 1995 and 17 in 1996) year service anniversary dates falling after the shutdown, the employee would receive an additional 2% of his gross income based on the same 12-month period ending May 1st of the year of entitlement.

(d) The additional vacation due to the anniversary date must be taken before the end of the calendar year of entitlement.

(e) Vacation entitlement shall be determined as follows:

Continuous Service	Indemnity	Vacation Period
Less than 1 year	4%	1 day per month (maximum 10 days)
1 year but less than 5 years	4%	2 weeks
5 years but less than 10 years	6%	3 weeks
10 years but less than 19* years	8%	4 weeks
19** years or more	10%	5 weeks

* 18 years in 1995 and 17 years in 1996.

** Effective May 1, 1995 employees with 18 years or more seniority will be entitled to five (5) weeks of vacation at the vacation pay rate of 10%.

** Effective May 1, 1996 employees with 17 years or more seniority will be entitled to five (5) weeks of vacation at the vacation pay rate of 10%.

9.02 (a) The Company may schedule a plant shutdown during the months of July and August, for vacation purposes and must give employees advance notice by January 15th of each year of the contract of such a shutdown. The Company may also schedule staggered vacations during the months of July and August on a seniority basis.

Any vacation entitlement beyond that period shall be based on employee preference in order of seniority, subject to the judgement of the Company as to the business requirements in each department. Business requirements will not be utilized to allow a junior employee to have preference over a senior employee in the same classification.

A form shall be posted by the Company, between January 1st and April 1st, for the selection of vacation days. During this period, employees shall note on the list their

first and second choice of dates. The Company shall determine the vacation dates for these employees and shall post its final decision on April 15th at the latest.

ARTICLE 10 — SPECIAL LEAVE

10.01 (a) The death of a spouse or child shall entitle a seniority employee to a bereavement leave of five (5) days with pay.

(b) Death of a father, mother, grandchild, sister, brother, father-in-law, mother-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave with pay of up to three (3) days. The Company will consent to 2 further non-paid days if necessary when requested. Proof may be required when requested.

(c) Death of a brother-in-law or sister-in-law shall entitle a seniority employee to be excused with pay from any normal scheduled hours of work during the day of the funeral.

It is understood and agreed that this paragraph applies to any and all co-habitants and common-law relationships.

At the employees request, the Company may grant a leave of absence without pay for any reason deemed reasonable to the Company.

10.02 The Company will pay an employee who is required for jury service or subpoenaed as a Crown witness for each day of service, the difference between his regular shift straight time hourly rate for the number of hours he normally works on his regular shift and payment he received for jury or Crown witness service. The employee will present proof of jury service and the amount of pay received.

ARTICLE 11 — NO STRIKES OR LOCKOUTS

11.01 The parties hereto agree that there will be no strikes or lockouts during the life of this Agreement.

11.02 An employee may refuse work originating directly from a printing shop on legal strike or lockout in the Province of Ontario. However, before any operation is interrupted, the Company and the Union must meet within 24 hours of a request by either one of the parties in order to discuss the situation.

ARTICLE 12 — WAGES

12.01 (a) The hourly wage rates which the Company agrees to pay for the duration of this Agreement appears in Schedule “A” and Schedule “B” which form an integral part of this Agreement.

The employee’s weekly salary shall be paid to him by means of a cheque on Wednesday or Thursday each week during working hours and before the end of his work day in accordance with his work schedule and present practice. If Thursday is not a work day, the cheque shall be distributed in the same manner on the preceding day.

The pay cheque stub shall include the following information:

- (1) Name of the Company
- (2) Employee name and surname
- (3) Pay date and work period corresponding to the pay
- (4)** Number of hours worked at the actual salary rate
- (5) Number of overtime hours
- (6) Salary rate or rates
- (7) Gross salary
- (8) Nature and amount of deductions including Union dues
- (9) Net salary.

(b) The progression rates contained in Schedule “A” and Schedule “B” are considered automatic minimum rates where ability warrants and the employee has accrued the appropriate time interval as on the job seniority. Absences in excess of more than a six week period for any reason

would defer the progression increase by an equivalent amount. Premium rates may be paid where appropriate and will continue to be paid where this has been the practice.

In the event that an employee is to be detained at a wage progression level due to unsatisfactory work performance, the Company agrees to give the Union at least 7 day's advance notice.

(c) The Company may hire over the starting rate for a classification or grant superior advancement within a classification where previous experience or performance so warrants.

(d) A lead hand is an employee who, at the Company's expressed request, directs, supervises and distributes work to a group of employees and whose supervisory functions do not already form part of the functions of his classification.

He is chosen by the Company from among the employees of the highest classification of employees under him.

The lead hand shall not have the right to discipline employees.

A premium of \$1.00 minimum shall be given to a lead hand appointed hereunder in addition to the rate of his regular classification. The Company will post the names of all lead hands.

(e) **A** premium of 50 cents to a Printer and 25 cents to the helper shall be paid for each hour worked on the PC3 press commencing the first full week after ratification. **A** premium of \$1.25 to the Printer and 63 cents to the helper shall be paid for each hour worked on the PC1 press while the press is running in line lamination or in line cold seal. Overtime premiums shall only apply to an employee's straight time hourly base rate.

12.02 (a) The Company agrees for the term of this Agreement for active employees to maintain and improve both



its present rate of contribution and present insurance coverage as explained below.

(1) Sickness and accident coverage whereby a covered employee who has completed 3 months' employment with the Company and who is absent from work due to sickness or injury established to the satisfaction of the Company, and who is not in receipt of benefits from the Workers' Compensation Board, receives weekly benefits during such absence on the basis of 66-2/3% of his weekly earnings in the week immediately prior to his absence to a maximum of the current U.I.C. rate per week on a first day hospitalization and accident and after fifth day sickness twenty-six week formula. — 70% Company paid.

Effective June 1, 1995, the Company shall pay 75% of the cost to employees of such coverage.

(2) Extended health insurance coverage which provides semi-private hospital care and drug benefits along with other benefits. — 100% Company paid.

(3) Accidental death and dismemberment insurance and life insurance of \$25,000.00. — 70% Company paid. Effective June 1, 1995, the Company shall pay 75% of the cost to employees of such coverage.

(4) The Company will pay 100% of the present cost for O.H.I.P. for employees. If during the currency of the Collective Agreement, a new employer health tax comes into effect to replace O.H.I.P. premiums, the Company shall comply with the provisions of the new legislation governing such tax.

(5) All active seniority employees shall be eligible to participate in the Company Dental Plan with the Company contributing 65% of the premium cost to employees, based on the current O.D.A. rates. Effective June 1, 1995, the Company will contribute 70% of the premium cost to employees for such coverage.

(b) In consideration of the above level of benefits it is agreed that the employees' share of any refund that may be receivable from the Unemployment Insurance Commission shall be transferred to the Company and applied against the cost of benefits.

(c) The Company may change carriers for these plans to maintain satisfactory service and economy. However in the event of such a change the Company will maintain a level of benefits which are essentially equivalent.

CWA/ITU Pension Plan (Canada)

(a) The Company agrees to contribute to the CWA/ITU Pension Plan (Canada) (herein after sometimes referred to as the "Plan") 3% of gross wages earned for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Company and other contributing employees. Effective June 1, 1995, the Company contribution shall be increased to 3.25% of gross wages earned. Effective June 1, 1996, the Company contribution shall be increased to 3.75% of gross wages earned. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is administered jointly by Union and Company Trustees.

(b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange and shall be made payable to the CWA/ITU Pension Plan (Canada) and shall be forwarded to P.O. Box 8992, Postal Station A, Toronto, Ontario M5W 2C5 (or to such other corporate trustee as may be designated by the Trustees of the Plan) no later than the 20th of the following calendar month for which contributions are due.

(c) Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for

use in providing the benefits under the Plan and paying its expenses..

(d) The Company recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Company further agrees that the Union shall have the right to collect reasonable attorney's fees and expenses incurred in connection therewith. The Company shall supply to the Chief Steward a copy of either the Union representative's copy of Negotiated Pension Plan remittance forms or a copy of the Company's print-out forms on a monthly basis.

(e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CWA/ITU Pension Plan (Canada) pursuant to this section shall be in addition to all other benefits heretofore provided by the Company and/or by any Plan or Trust to which the Company has made contributions.

12.03 The Company agrees to replace the personal tools of employees broken at work. It shall also replace all tools lost or damaged as a result of fire.

ARTICLE 13 — BULLETIN BOARD

13.01 The Company will provide a bulletin board installed in the lunch room for the exclusive use of the Union. Use of this bulletin board shall be restricted to the posting of notices previously approved by the Company through the manager or someone designated by him.

The Union agrees that no pamphlets, handbills or other publications will be distributed on the premises of the Company without management's prior written approval.

The following types of notices may be posted without the Company's prior approval:

- (1) Notices of social recreational activities of the Union.
- (2) Notices of elections or election results.
- (3) Notices of Union meetings or any other similar Union activity.

The employer shall provide a lock for the shop steward to protect union literature from vandalism.

ARTICLE 14 — HEALTH AND SAFETY

14.01 In order to assist the Company to continue to make adequate provision for the safety and health of employees during the hours of their employment, a Health and Safety Committee consisting of 2 representatives of the employees and 2 representatives of the Company will be established. It will be the function of the Health and Safety Committee to assist the Company in obtaining the cooperation of employees in observing safety practices and to continue to maintain a high standard of cleanliness and sanitation and to make necessary recommendations to management. The Company will advise the Health and Safety Committee of all accidents arising out of the employment of members in the bargaining unit and supply each member of the Committee with copies of all written reports pertaining to such accidents.

14.02 It is understood that the responsibility for the operation of the plant rests wholly on the Company and it is agreed that the Health and Safety Committee acts only in an advisory capacity. It is recognized however that by virtue of the Occupational Health and Safety Act of Ontario, management, the Union and bargaining unit employees have an obligation to provide safety in the plant.

14.03 The joint Health and Safety Committee will meet at least five times per calendar year or more frequently where it is jointly agreed to be desirable and minutes will be taken of the meetings.

14.04 The Company agrees to continue its practice in the supply of safety and protective equipment and agrees to subsidize the purchase of safety shoes or boots to a maximum of **\$90.00** for one pair per contract year except for employees working on presses or laminators, the janitor and maintenance employees. These employees would be subsidized to a maximum of **\$90.00** per pair up to 2 pairs per contract year. Probationary employees shall only receive this subsidy after having worked 60 days provided there is still 3 months remaining in any contract year. Seniority employees must work at least 6 months in any contract year in order to qualify. Effective June 1, 1995, the safety shoe or boot allowance shall be increased to **\$95.00**. Effective June 1, 1996, the safety shoe or boot allowance shall be increased to **\$100.00**.

14.05 As a condition of employment, employees shall wear Company approved safety glasses in designated work areas/functions. The Company shall be the sole source of non-prescription and prescription safety glasses.

a) For non-prescription safety glasses, the Company shall supply safety glasses, at no cost to an employee required to perform work in a designated area or function, and such glasses shall remain the property of the Company.

b) For employees requiring prescription safety glasses, the Company shall supply one pair, at no cost to an employee required to perform work in a designated area or function, upon presentation of a revised prescription, or one pair annually, whichever occurs less frequently, except as provided in (c) below. Such glasses shall thereafter be the sole property of the employee. A prescription for safety glasses will be accepted by the Company when the prescription is based on an examination made by a qualified eye doctor within the preceding two years. The Company shall not be obligated to pay any part of the cost resulting from a prescription for non-standard frames, special temples, tinted

or any other type of special glasses not required by reason of the employee's work at the Company.

c) When the nature of an employee's work results in damage to either non-prescription or prescription safety glasses to the extent that the Supervisor recommends replacement, the replacement cost will be borne by the Company.

ARTICLE 15 — TERMINATION

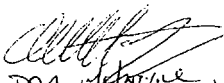
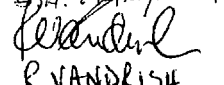
15.01 Notice of termination of this Agreement or of intention to negotiate amendments to this Agreement may be given by either contracting party at least 30 days but not earlier than 90 days before its termination.

Negotiations if requested shall commence within 15 days after the date on which notice that negotiations have been requested has been given or as may otherwise be agreed.


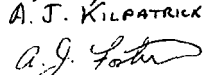
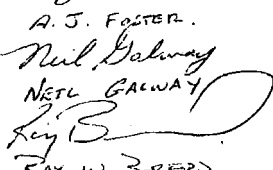
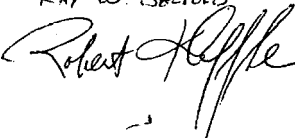
This Agreement shall become effective as of June 1, 1994 and shall continue in effect until May 31, 1997 and shall continue in effect for 1 year thereafter unless either party gives written notice to the other party of their intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. Such notice shall be given within a period of no more than 90 days nor less than 30 days prior to the date of termination and failing same, this Agreement shall continue in effect for 1 further year. *

In witness whereof each of the parties has caused this Agreement to be signed by its duly authorized representatives.

Multipak Ltd.


R. VANDRISH

R. McEran
R. McEran

T.T.U. #91-0


A. J. KILPATRICK

A. J. FOSTER
Neil Galway
NETL GALWAY

RAY W. BEDFORD

Robert Keffe

LETTER OF UNDERSTANDING

August 31, 1994

Mr. A. James Kilpatrick
President
Toronto Typographical Union #91
15 Gervais Drive, Suite 608
Don Mills, Ontario
M3C 1Y8

Dear Mr. Kilpatrick:

We write to confirm an Agreement reached between the Company and the Union during the negotiation for the 1994 renewal of **our** Collective Agreement, whereby, it was agreed;

1. That in the event there is a one shift cancellation, due to lack of work or materials, or mechanical problems on a piece of equipment, the Company will:

- (a) Transfer the affected individual(s) to alternate equipment, at the discretion of management and/or
- (b) Place the individual(s) in wrapping, with special goals and/or
- (c) Assign the individual(s) to do special housekeeping on their piece of equipment and/or
- (d) Assign the individual(s) to do general specified cleaning in the plant.

2. That although the classification of Inkman is excluded from the bargaining unit, the Company will nonetheless post the vacancy in the event that the present incumbent leaves the job classification and members of the bargaining unit who apply for the job will be given equal consideration to outside applicants.

3. The Company and the Union will meet within 60 days of ratification of this Agreement to discuss the Corrective

Action Program. The Company agrees that no further demerit points will be assessed until such a meeting. The Company maintains the right to impose discipline, as required, during this period.

4. The Company and the Union will meet within 60 days of ratification of this Agreement to discuss absenteeism.

5. The Company and the Union will meet as required over the term of this Agreement to discuss the development, prior to the implementation of Design Team Concepts that will include S.P.C. and T.Q.M.

The parties agree to approach these discussions with a willingness to create a work environment where:

- (a) Employees can contribute to maximum potential;
- (b) Groups of employees can work co-operatively;
- (c) Changes in traditional practices are handled in a positive fashion;
- (d) Employees can help lead these changes.

6. The Company agrees to implement direct payroll deposit on a one week pay schedule within 60 days of the ratification of this Agreement. The Union agrees to meet with the Company to discuss any problems arising from the implementation.

7. The Company agrees that it will not implement a continental work week within the term of the Collective Agreement.

8. If the Company, in its discretion, decides to hire students, it will give equal consideration to student applications from the children of management and bargaining unit employees alike.

9. The parties agree to meet to discuss the implementation of an employee savings plan.

10. Multipak agrees to implement fixed shifts by July 15,

1995. The implementation will occur on a position by position basis through a shift bid process.

Yours very truly,

MULTIPAK LIMITED

Per: 
S. A. M. Hargreaves

WAGE SCALE — EFFECTIVE JUNE 1, 1994

Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
SCHEDULE "A"*											
General Labour	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.17		
Plate Preparation					14.65	15.30	15.97	16.60	17.26	18.13	18.76
Plate Mounter Trainee	11.83	12.25	12.68	13.16	14.65	15.30	15.97	16.60	17.26	18.13	
Plate Mounter							17.04	17.71	18.35	19.21	20.34
Press Helper	11.83	12.25	12.68	13.16	13.69	14.36	15.01	15.62	16.29		
Printer Trainee					14.65	15.30	15.97	16.60	17.26	18.13	
Printer							17.04	17.71	18.35	19.21	20.88
Laminator Helper	11.83	12.25	12.68	13.16	13.69	14.36	15.01	15.62	17.02		
Laminator Trainee					14.65	15.30	15.97	16.60	17.26	18.13	
Laminator Operator							17.04	17.71	18.35	19.21	20.88
Rewinder	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.17	17.04	19.00
Slitter	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.17	17.04	19.00
Janitor	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.17		
Assistant Shipper	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.17	17.04	17.69
Material Handler	11.83	12.25	12.68	13.16	13.55	14.23	14.87	15.50	16.92		
Maintenance	15.21	15.64	16.10	16.50	16.96	17.56	18.23	18.88	19.53	20.40	21.69
Laboratory Technician	12.23	12.60	12.98	13.37	13.78	14.19	14.61	15.05	15.21		

Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
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SCHEDULE "B"***

General Labour/Janitor	9.60	10.47	11.35	12.23	13.10	13.99					
Press & Laminator Helper	11.83	12.25	12.68	13.16	13.69	14.36	15.00	15.62			
Slitter/Rewinder	11.83	12.25	12.68	13.16	13.55	14.23	14.86	15.50	16.17		
Material Handler	11.83	12.25	12.68	13.16	13.55	14.23	14.86	15.50			

* All employees who were actively employed by the Company prior to August 31, 1994 will be paid the appropriate wage rate in accordance with Schedule "A" for the classification in which they are working for the duration of this Agreement.

** All employees hired after August 31, 1994 will be paid the Schedule "B" wage rates when they are working in a classification listed in Schedule "B".

WAGE SCALE — EFFECTIVE JUNE 1, 1995

Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
SCHEDULE "A"*											
General Labour	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	16.41		
Plate Preparation					14.87	15.53	16.21	16.85	17.52	18.40	19.04
Plate Mounter Trainee	12.01	12.43	12.87	13.36	14.87	15.53	16.21	16.85	17.52	18.40	
Plate Mounter							17.30	17.98	18.63	19.50	20.65
Press Helper	12.01	12.43	12.87	13.36	13.90	14.58	15.24	15.85	16.53		
Printer Trainee					14.87	15.53	16.21	16.85	17.52	18.40	
Printer							17.30	17.98	18.63	19.50	21.19
Laminator Helper	12.01	12.43	12.87	13.36	13.90	14.58	15.24	15.85	17.28		
Laminator Trainee					14.87	15.53	16.21	16.85	17.52	18.40	
Laminator Operator							17.30	17.98	18.63	19.50	21.19
Rewinder	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	16.41	17.30	19.29
Slitter	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	16.41	17.30	19.29
Janitor	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	16.41		
Assistant Shipper	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	16.41	17.30	17.96
Material Handler	12.01	12.43	12.87	13.36	13.75	14.44	15.09	15.73	17.17		
Maintenance	15.44	15.87	16.34	16.75	17.21	17.82	18.50	19.16	19.82	20.71	22.02
Laboratory Technician	12.41	12.79	13.17	13.57	13.99	14.40	14.83	15.28	15.44	15.73	

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WAGE SCALE — EFFECTIVE JUNE 1, 1996

Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
SCHEDULE "A"*											
General Labour	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	16.74		
Plate Preparation					15.17	15.84	16.53	17.19	17.87	18.77	19.42
Plate Mounter Trainee	12.25	12.68	13.13	13.62	15.17	15.84	16.53	17.19	17.87	18.77	
Plate Mounter							17.64	18.34	19.00	19.89	21.06
Press Helper	12.25	12.68	13.13	13.62	14.17	14.87	15.54	16.17	16.87		
Printer Trainee					15.17	15.84	16.53	17.19	17.87	18.77	
Printer							17.64	18.34	19.00	19.89	21.62
Laminator Helper	12.25	12.68	13.13	13.62	14.17	14.87	15.54	16.17	17.02		
Laminator Trainee					15.17	15.84	16.53	17.19	17.87	18.77	
Laminator Operator							17.64	18.34	19.00	19.89	21.62
Rewinder	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	16.74	17.64	19.67
Slitter	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	16.74	17.64	19.67
Janitor	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	16.74		
Assistant Shipper	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	16.74	17.64	18.31
Material Handler	12.25	12.68	13.13	13.62	14.03	14.73	15.39	16.05	17.51		
Maintenance	15.75	16.19	16.67	17.08	17.56	18.18	18.87	19.55	20.22	21.12	22.46
Laboratory Technician	12.66	13.04	13.44	13.84	14.27	14.69	15.13	15.58	15.75	16.05	16.74

Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
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SCHEDULE "B"***

General Labour/Janitor	9.94	10.84	11.75	12.66	13.56	14.48					
Press & Laminator											
Helper	12.25	12.68	13.13	13.62	14.17	14.87	15.53	16.17			
Slitter/Rewinder	12.25	12.68	13.13	13.62	14.03	14.73	15.38	16.05	16.74		
Material Handler	12.25	12.68	13.13	13.62	14.03	14.73	15.38	16.05			

OP

* All employees who were actively employed by the Company prior to August 31, 1994 will be paid the appropriate wage rate in accordance with Schedule "A" for the classification in which they are working for the duration of this Agreement.

** All employees hired after August 31, 1994 will be paid the Schedule "B" wage rates when they are working in a classification listed in Schedule "B".

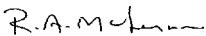
Agreement With Respect To Signing Bonus

- I. A signing bonus will be paid to employees of Multipak Ltd., who were employed on the date of the ratification of the agreement, on the following basis:
 - A. Payment of \$300 to all qualifying employees on August 31, 1994 (the "date of ratification") and;
 - B. Payment of an additional \$200, six (6) months following the date of ratification.

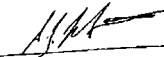
Multipak Ltd. on the date of ratification, in excess of three (3) months following the date of ratification, will receive the signing bonus provided in subsection I (a) and (b) above if they were employed by Multipak Ltd.

will receive a signing bonus.

October 7, 1994



Robert A. McLennan



J. K. [unclear]

**LETTER OF UNDERSTANDING ON
6TH & 7TH DAY OF OPERATION**

It being agreed that unless specified in this letter of understanding the collective agreement shall prevail.

ARTICLE 5 — SENIORITY

1. All new job openings for the 6th and 7th day operation shall be posted in accordance with the collective agreement and the following:

For the purposes of implementing the sixth and seven day shift, the helper position shall be based on plant seniority. The Union agrees not to file a grievance arising from this posting. In the event that an operator posts for the helper position, the operator would be given the job but would not move until a replacement for the original operators job has been trained. Any vacancy resulting from this posting may be filled by the Company in any way it deems proper.

With respect to the amount of time before the operator may move to the helper position, the Company agrees to make its best efforts to train the individual filling the vacant operator's position within sixty working days upon the signing of this Agreement and undertakes to move the operator to the helper position no later than six months after the signing of this Agreement.

2. For determination of the probationary period for a weekend worker, a weekend worker will be considered probationary until he has completed 20 complete weekends.
3. In regard to promotion the Company agrees to a reasonable trial period, not to exceed 20 continuous complete weekends worked, in order to enable the successful probationary applicant or promoted employee to prove his ability to meet the job requirements. If he cannot qualify within this time period or if he is not satisfied, he will be reinstated in his prior job

position within the same time delay. There will be no trial period for posting for non probationary employees who are already qualified to do the job.

4. An employee will lose his seniority and be deemed to have terminated his employment for any of the following reason:
 - a. if after a layoff he does not report to work within two complete weekends of the Company's request sent to him by registered mail or by messenger.
 - b. if he absents himself for one complete weekend without notifying the Company unless reason satisfactory to the Company is given for both the absence and the lack of notification.

ARTICLE 7 — HOURS OF WORK, OVERTIME & SHIFT PREMIUMS

The new weekend hours of work will be:

Friday Night Shift	11 p.m. - 11 a.m.
Saturday Day Shift	11 a.m. - 11 p.m.
Saturday Night Shift	11 p.m. - 11 a.m.
Sunday Day Shift	11 a.m. - 11 p.m.

- These hours shall be paid as defined in Article 12 (of this proposal)
- A shift premium of \$.52 will be paid for all regular hours paid. The premiums will not be pyramided with overtime. This is an average rate in lieu of afternoon and evening premiums paid to the Monday to Friday employees
- Effective June 1, 1995 premium will be \$.55/hr.
- Effective June 1, 1996 premium will be \$.58/hr.
- Breaks, Lunches, rest periods & wash ups as per current contract with the exception of 703C which will be deleted for this proposal. Each employee will take a 15 minute rest period between the 10th and 11th hour.

An overtime premium of time and one half an employee's regular straight time hourly base rate shall be paid for:

1. Authorized time worked up to 3 hours on an employee's first scheduled day of rest.

An overtime premium of double an employee's base rate shall be paid for:

1. Authorized time worked in excess of the three on the first scheduled day of rest.
2. Authorized time worked on an employee's second, third, fourth and fifth scheduled day of rest.

ARTICLE 8 — HOLIDAYS

The following days shall be designated as statutory holidays:

Sunday December 25, 1994
Sunday January 1, 1995.

A seniority employee on the active payroll, at the time of the holiday will be paid for 20 hours at his straight time hourly base rate exclusive of shift and overtime premiums for the day of the above designated holidays, provided he has worked his full scheduled shift prior to and his next full scheduled shift after such holiday.

The following holidays when designated on a Monday through Friday, will be paid at the rate of 4 hours times the employees straight time hourly base rate.

1995	1996	1997
Good Friday	New Years Day	New Years Day
Victoria Day	Good Friday	Good Friday
Canada Day	Victoria Day	Victoria Day
Civic Holiday	Canada Day	
Labour Day	Civic Holiday	
Thanksgiving Day	Labour Day	
Christmas Day	Thanksgiving Day	
Boxing Day	Christmas Day	
	Boxing Day	

The holidays listed above will be the only designated or elective holidays for the sixth and seventh day employees.

An employee must work a minimum of 10 hours on his scheduled shift prior to the holiday, provided written permission to work less than twelve hours has been granted by the Plant Manager.

ARTICLE 9 — VACATIONS

Continuous Service	Indemnity	Vacation Period
Less than one year	4%	NIL
1 year but less than five (5) years	4%	two weekends
5 years but less than ten (10) years	6%	three weekends
10 years but less than nineteen (19)* years	8%	four weekends
19** years or more	10%	five weekends

* 18 years in 1994 and 17 years in 1996.

** Effective May 1, 1995, employees with 18 years or more seniority will be entitled to five (5) weeks of vacation at the vacation pay rate of 10%.

** Effective May 1, 1996, employees with 17 years or more seniority will be entitled to five (5) weeks of vacation at the vacation pay rate of 10%.

Employees are only allowed to take a maximum of 2 weekends vacation during the July -August period.

In the case of weekend workers, this is the equivalent of two weekends in July and August. Only one team of weekend workers per machine would be allowed off at any one time.

When employees (one team) are off the team left will work the shift that keeps the operation continuous (ie 11 p.m. Friday to 11 a.m. Saturday and 11 a.m. Sunday to 11 p.m. Sunday) if it is not possible to have another team replace it through request for overtime work.

ARTICLE 10 — SPECIAL LEAVE

The death of a spouse or children shall entitle a seniority employee to bereavement leave of (2) days with pay.

Death of a father, mother, grandchildren, sister, brother, father-in-law, mother-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave of up to (2) days with pay not to exceed 24 hours pay in total providing that the Funeral falls on a Friday, Saturday, Sunday or Monday. proof may required when requested.

The death of a brother-in-law or sister-in-law shall entitle a seniority employee to be excused with pay from any normal scheduled hours of work during the day of the funeral.

In an unusual situation the company will discuss the special circumstances with the Chief Steward.

ARTICLE 12 — WAGES

For 6th & 7th day operation employees the pay will be as follows:

Day 1	20 hours x base rate + shift premium
Day 2	20 hours x base rate + shift premium
2 day weekend	40 hours x base rate + shift premium

SPECIAL ARTICLE

All cross training of employees must continue while the 6th & 7th day operation is in effect so that employees seniority rights shall be protected.

**SPECIAL ARTICLE
SHIFT CANCELLATION — WEEKEND WORKERS**

In the event that any portion of weekend work is cancelled due lack of work or material, or mechanical problem on their particular piece of equipment, the Company will:

1. Transfer the affected individual(s) to alternate equipment, at the discretion of management and/or
2. Place the individual(s) in wrapping, with special goals and/or
3. Assign the individual(s) to do special housekeeping on their piece of equipment and/or
4. Assign the individual(s) to do general specified cleaning in the plant.

However, in the event that the company can foresee that a major reduction of work could extend to more than 4 weekends (one month), displacement of the workforce would take place after the 4th weekend, displacing weekend works first, in order of plant seniority as provided in article 5:03, d.

ARTICLE 15 — TERMINATION

This agreement shall become effective October 1, 1992 and will be implemented on a two week basis thereafter pending on the requirements for personnel after posting.

Robert McLean

