

# Collective Agreement

Between

Multipak Ltd

and

Communication, Energy and Paperworkers Union of Canada

Local 91-0 ( Toronto Typographical Union)

Begins:

06/01/2003

Terminates:

05/31/2007

1131 ■ (04)

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## COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT dated this 1st day of June, 2003

BETWEEN:

MULTIPAK LTD.

(hereinafter referred to as the "Company")

-and-

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA  
(CEP) LOCAL 91-0 (Toronto Typographical Union)  
(hereinafter referred to as the "Union")

### ARTICLE 1: PURPOSE

- 1.01 The purpose of the Collective Agreement is to promote co-operative relations between the Company and the Employees; to facilitate the settlement of disagreements; and to establish standards with respect to working conditions, while maintaining efficient operations within a safe and healthy environment; and thus promote industrial peace.

### ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the Union as the bargaining agent of all employees of *Multipak Ltd.* in the City of *Mississauga*, save and except supervisors, persons above the rank of supervisor, office, sales and clerical staff.
- 2.02 Supervisors, and any other employee outside the bargaining unit, shall not perform work belonging to the job classifications listed in Schedule "A" of the Collective Agreement; or work normally performed by the employees governed by the Collective

Agreement, other than in emergency situations; or for employee training purposes; or when there are no reasonably qualified employees available in the plant.

- 2.03 The Company shall 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.
- 2.04 If the emergency is determined to be more than one week, recall of qualified employees from layoff in order of seniority would be applied.
- 2.05 Where such emergencies extend beyond five (5) working days, and there are no qualified employees on layoff, then the affected job classifications shall be subject to the job posting provisions of the Collective Agreement set forth in Article 6.16 provided, however, that the vacancy created by the successful applicant shall also be posted.

#### **New Operation or Classification**

- 2.06 If, during the life of the Collective Agreements, a new job classification is created; or if the duties of a function undergo substantial change; or if a new task requires the creation of a new job classification, the Company and the Union shall negotiate a relevant classification rate as well as all other applicable working conditions.
- 2.07 Employees shall be given the opportunity to fill any position created as a result of the application of this Article according to Article 6.16 (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.
- 2.08 In the event the parties do not come to an agreement in the course of the above-mentioned procedure, either one of the

- 4.04 The Negotiating Committee shall consist of a maximum of four (4) employees of the Company who are bargaining unit members and assigned local Union Representatives.
- 4.05 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.
- 4.06 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 five (5) meetings and to a maximum of eight (8) hours per meeting day at their regular hourly classification rate.
- 4.07 The Labour Relations Committee shall be made up of three (3) elected or appointed members from the bargaining unit, and when requested, one (1) Local Union representative, and up to an equal number of Company representatives.
- 4.08 The Labour Relations Committee is formed to discuss any matter that does not constitute a grievance. The Committee shall review working conditions and present their findings and recommendations to the Company. The Committee shall meet once every three (3) months or sooner as may be mutually agreed on by the parties.
- 4.09 Employees on the Labour Relations Committee shall be compensated, pursuant to the terms of the Collective Agreement, for all time spent at meetings with the Company.
- 4.10 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 the Collective Agreement.

### **Union Leave**

- 4.11 Upon 30 days written notice from the Union, the Company may grant a leave of absence for Union business to any employees

elected to positions of Union Stewards; or joint committee, in order to attend training or education courses selected by the Union; or to employees elected or appointed to attend Union conferences and conventions. Such leave for Union business shall not be unreasonably denied. The Company shall pay up to a maximum of **10** days (maximum of eight (8) hours per day) per calendar year for approved Leaves of Absence for Union business. A leave that is approved for employees in excess of **20** days per calendar year, shall be an unpaid leave.

- 4.12** Upon **90** days written notice, the Company agrees to grant a leave of absence, without pay or benefits to one employee of the Company, to serve as an elected officer of the CEP for a maximum period of one **(1)** elected term of office. Service and seniority rights shall continue to accumulate for such employee. Subject to receipt by the Company of **120** days written notice of the employee's desire to return to work, the employee may exercise bumping rights to displace the lowest seniority employee in the plant, in the job classification of General Labour or Janitor. The returning employee shall be paid at the same hourly classification rate for the job classification held prior to their leave, based on the classification schedule in effect at the commencement of the leave of absence.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01** Except as limited by a provision of the Collective 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 the Agreement are retained and vested exclusively in the Company.
- 5.02** These rights, management functions and prerogatives include but are not limited to:
- a) the right to reprimand, suspend, discharge or otherwise discipline employees for just cause;

parties may submit the matter to arbitration in the manner and within the delays provided for in Article 7.

- 2.09 In rendering a decision, the arbitrator to whom such a grievance was referred shall take the existing job classifications and classification rates into account.
- 2.10 The arbitrator's decision shall be final and retroactive to the date on which the grievance was submitted.

### **ARTILCE 3: UNIONSECURITY**

- 3.01 It is agreed that all employees shall become and remain members of the Union for the duration of the Collective Agreement and all new employees hired during the life of the Agreement shall become and remain members of the Union.
- 3.02 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 6.01.
- 3.03 The Company shall 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.
- 3.04 The Company shall, during the term of the Collective Agreement, deduct from the wages due each employee covered by the 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 10<sup>th</sup> and 15<sup>th</sup> day of the month following which such deduction was made, and shall at the same time submit a list of the employees from whose wages such deduction has been made.
- 3.05 The Union shall 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 wages as provided by this Article.



- 3.06 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 shall be made by ~~the~~ Union.
- 3.07 Any employee who tenders an initiating 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. All new bargaining unit employees shall be introduced to the Steward on the employee's shift.

### **Discrimination**

- 3.08 There shall be no discrimination or constraint against an employee because of membership in the Union or because of any legitimate trade Union activity.
- 3.09 The Company further recognizes that all employees are protected from discrimination of any kind pursuant to the provisions of the Ontario Human Rights Code.

### **ARTICLE 4: UNION REPRESENTATION**

- 4.01 Union representation shall consist of a Chief Steward and three (3) Stewards. The Chief Steward, or designated alternate may consult a Union Officer or an aggrieved employee regarding an alleged infraction of the Agreement for a reasonable period of time during working hours, with the approval of the supervisor or designate. Such consent shall not be unreasonably withheld.
- 4.02 It is understood the aggrieved employee has the same access.
- 4.03 An employee shall have the option to request the presence of the Chief Steward or a Steward, if called before a representative of the Company for any given reason, and the Company shall obtain the Chief Steward or a Steward if they are immediately available. **If** neither is available, the affected employee may have another employee attend purely as a witness.

- b) hire, direct, promote, demote for just cause, transfer, lay off and recall employees to work;
- c) 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;
- d) maintain the efficiency of employees;
- e) cessation of operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any **job**, department, operation or service;
- f) control and regulate the use **of** machinery, equipment and other property of the Company;
- g) determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force;
- h) make or change reasonable rules, policies and practices not in conflict with the provisions of the Collective Agreement;
- i) introduce new or improved research, development production, maintenance, services and distribution methods, materials, machinery and equipment, and;
- j) 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 the Collective Agreement.

**5.03** 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**

**5.04** The Company has the right to employ and may discharge for:

a) incompetence;

b) neglect of duty;

c) 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, or be inconsistent with any provisions of the Collective Agreement.

**5.05** Article 7.12 shall not apply if just cause under this Article is proven.

### **Sub-contractor or Outside Contractors**

**5.06** The Company undertakes to not call in subcontractors 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 downgrade, displacement, dismissal or lay off of bargaining unit employees during the life of the Collective Agreement.

## **ARTICLE 6: SENIORITY**

**6.01** An employee shall be considered on probation and therefore subject to termination or lay off without notice and without access to the grievance or arbitration procedure until they have worked **60** days. ~~The~~ probationary period shall be extended up to **30** working days and will not be unreasonably withheld by the Union. 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 the Collective Agreement during their probationary period. The termination of a probationary employee shall not be arbitrary, discriminatory or in bad faith.

- 6.02 Upon satisfactorily completing the probationary period, the employee's name shall be placed on the seniority list posted on the Company bulletin board. Seniority shall date from the beginning of the probationary period.
- 6.03 Seniority, for the purpose of the Collective Agreement, shall mean the length of continuous service in the employ of the Company, since the last date of hire. Where two or more employees have the same last date of hire, the employee with the lowest clock number (4-digit number for payroll purposes) shall be the more senior.

### **Transfer and Promotion**

- 6.04 An employee, who is promoted or transferred to a job outside of the bargaining unit, shall retain the seniority acquired in the bargaining unit. Such seniority shall only apply in the case of return to a job classification within the bargaining unit within six **(6)** months of the promotion or transfer.
- 6.05 An employee shall lose their seniority and be deemed to have terminated their employment for any of the following reasons:
- a) if the employee voluntarily resigns;
  - b) if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
  - c) if **after** a layoff the employee does not report to work within 10 working days of the Company's request sent by registered mail or by messenger;
  - d) if the employee overstays a leave of absence or vacation without reason acceptable to **the** Company;
  - e) if the employee absents themselves for three **(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; or,

f) if the employee is laid off for a period of time in excess of twelve (12) months.

- 6.06** Employees on approved disability leave, or absent due to an industrial accident or occupational disease, shall retain their seniority rights. The Company shall endeavor to provide suitable work that the individual is capable of performing.

### **Change of Address**

- 6.07** It shall be the duty of employees to notify the Company promptly of any change of their address and phone numbers within five (5) day of any move. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach such an employee.

### **Students**

- 6.08** Students may be employed during the school vacation period, which shall run from May 1<sup>st</sup> to September 15<sup>th</sup>. If the Company, in its discretion, decides to hire students, it shall give equal consideration to the student applications from the children of management and bargaining unit employees.
- 6.09** All students within the bargaining unit shall accumulate seniority for any time worked at the Company. Such accumulated seniority shall be **carried** over each year into the next consecutive year. This seniority shall be used for the General Labour job classification.

### **Layoffs and Recalls**

- 6.10** The Collective Agreement covers 11 seniority groups. Layoffs and recalls are conducted by seniority groups as follows:
- (1)** Printer, Printer Trainee and Press Helper;
  - (2)** Plate Mounter, Plate Preparation Person and Plate Mounter 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) Assistant Ink Person;
- (11)** Student

- 6.11** In the event of any lay off, the students shall be laid off prior to any lay off of permanent, regular full-time employees.
- 6.12** The employee with the least seniority in the affected seniority group shall be laid off first, but may exercise displacement privileges against any employee in the plant with less seniority working in a job classification which they have previously performed, or, in the event no such job is available, then against any less senior employee in the plant employed in a job classification they have the ability to perform. The Company shall provide at least five **(5)** days written notice of lay off and the Chief Steward shall **be** given a copy of all lay off notices.
- 6.13** For purposes of reassignment due to layoff to a job classification for which the classification rate is lower than that of the current job classification, the affected employee shall suffer no reduction in classification rate for a period of 60 working days. After 60 working days the affected employee shall be paid the lower classification rate, in accordance with their years of seniority, to a

maximum of top classification rate for the job classification to which they have been reassigned.

- 6.14 Employees shall maintain their seniority throughout the lay off process except as defined in Articles 6.05 and 6.11.
- 6.15 In the event of a permanent lay off the Company shall give as much written notice to the affected employees as practical and shall give a copy to the Union.

### **Job/Shift Postings and Reassignments**

- 6.16 When there is a permanent position in the bargaining unit that is subject to job posting, notice of the vacancy and/or shift shall **be** posted for six (6) consecutive work days during which employees may apply. In such cases, the Company shall be guided in its decision by the following factors:
- a) seniority;
  - b) the requirements of the job;
  - c) aptitude and ability to meet job requirements.
- 6.17 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 shall not move to the **posted** position until such time as a replacement is trained for the job. Vacancies for General labour positions shall not be **posted**, except for shift bids. 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.
- 6.18 Whenever Article 6.16 is to be **used** to fill a permanent vacancy then, prior to a job posting being made, qualified employees shall advance through progression to fill permanent job vacancies within their seniority group in accordance with the job requirements of Article 6.16 and thereafter permanent vacancies

shall be posted in accordance with Article 6.16 to enable employees in other seniority groups to apply.

- 6.19 The Company shall post its decision on the bulletin board within 10 working days from the date of the posting. In cases of refusal, the Company shall give its reasons to the applicants within five (5) working days of the decision as to the successful applicant. The Company shall **post** all cancelled job postings.
- 6.20 Printer and laminator jobs will conform to the lines of progression as stated in the letter of understanding and agreement. 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 job classifications.
- 6.21 In regard to posting or promotion, the Company agrees to a period, not to exceed 60 working days, in order to enable the successful applicant or promoted employee to prove their ability to meet the job requirements. If the employee cannot qualify within this time period, in the opinion of the Company, or if the employee is not satisfied, they shall be reinstated in their prior job classification within the same time delay.
- 6.22 A successful applicant for a posted job with a lower classification rate than the current job classification shall be paid the lesser of, the classification rate based on seniority, or the 24-month classification rate. A successful applicant shall be accelerated through the progression when departmental production standards are reached and maintained.
- 6.23 An employee who is temporarily assigned to perform work in a job classification for which the classification rate is superior to that of their own job classification shall receive the applicable classification rate of the superior job classification commensurate with their months of seniority with the Company for all hours worked in such superior job classification.



- 6.24** An employee who is temporarily assigned to a job classification of work for which the classification rate is lower than that of their own job classification shall suffer no reduction in wages during the temporary assignment.
- 6.25** Temporary for the purpose of Articles **6.23** and **6.24** shall mean that the temporary period shall not exceed **20** working days, excluding coverage for illness, accident, or an approved Leave of Absence.

### **Technology Change**

- 6.26** In the event that new equipment is introduced into the plant to substitute for existing equipment, the Company will use the criteria of **6.16** with respect to any postings.

## **ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01** Grievances shall be adjusted and settled as follows:

- Step 1** If an employee has a complaint they shall first take the matter up with their immediate supervisor in an effort to render satisfactory resolution. The employer will respond within **3** working days. Failure to reach a satisfactory resolution, the aggrieved employee, the Union Steward or alternate, shall present the grievance, in writing, to the supervisor within **5** working days. If a settlement satisfactory to the employee is not reached, the grievance will be presented at step **2** within **5** working days.
- Step 2** The aggrieved employee with the Chief Steward or alternate shall present the grievance in written form to the Production Manager who shall render a decision in writing within five (5) working days following the presentation of the grievance. 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 the Chief Steward shall submit the written grievance to the Plant Manager, or designate. Company

representatives, the aggrieved, and Union representatives shall meet and attempt to settle the grievance within 20 working days of receipt of the written grievance. At this meeting, the aggrieved **employee shall be accompanied by the Chief Steward or alternate.**

- 7.02 The Union or the Company may file a policy grievance alleging a violation of the Collective Agreement at the written stage of the grievance procedure under Article 7.01 Step 3. The Union shall 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 shall not be filed in lieu of an individual grievance.
- 7.03 A grievance shall bear the name of the aggrieved employee, the nature of the grievance, the Article being grieved, the corrective measures suggested as a remedy, and the date. A grievance shall be signed by the Chief Steward, alternate, or Local Union representative and, the aggrieved. **No** grievance shall be considered inadmissible because of a clerical error or faulty drafting.
- 7.04 Discharge grievances shall proceed directly to Step 3.
- 7.05 In the event of continued disagreement, the Union shall advise the Company in writing of its intention to take the matter to arbitration.
- 7.06 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.
- 7.07 The matter shall **be** referred to a single arbitrator.
- 7.08 Within 15 working days of the notice provided for in Article 7.05, the parties shall appoint an arbitrator. **If** the parties are unable to agree, the Minister of Labour shall make the appointment.
- 7.09 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, due to a single incident, more than one grievance received by the Company, requires the same settlement.
- 7.10 The arbitrator must hear the grievance and the facts which give rise to it, deliberate and render a 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.
- 7.11 The arbitrator shall be without jurisdiction to make any decision inconsistent with the Collective Agreement or to alter, modify or amend or substitute any new provisions in the Agreement, nor to apply any concepts of unreasonableness, unfairness or discrimination save where the Collective Agreement so provides.
- 7.12 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) re-instate the rights of the employee involved, together with compensation for wages and benefits lost, less compensation earned or received during the period of suspension or discharge.
- 7.13 The arbitrator's fees and expenses shall be borne equally by the Company and the Union.
- 7.14 No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the grievance procedure.
- 7.15 Time limits may be extended upon mutual consent of **both** parties.
- 7.16 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.

- 7.17 When imposing discipline, the Company shall not take into account any record of discipline which occurred more than 12 months prior.

#### **ARTICLE 8: HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS**

- 8.01 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 a guarantee of working schedules.
- 8.02 The normal shift shall be eight (8) hours per day, Monday to Friday, except as defined in the Letter of Understanding on Sixth and Seventh Days of Operation. The shift and hours of work may be varied to meet the operational needs of the Company. Company agrees to post shifts. In the event that it becomes necessary for the Company to schedule work for any employee on a regular workweek inclusive of Saturday and/or Sunday, the Company shall negotiate the matter with the Union. Should the parties be unable to reach agreement, either party may refer the issues to arbitration.
- 8.03 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 two (2) 15-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 15 minutes of their shift, after being relieved by the incoming shift, where applicable. 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.
- 8.04 An overtime premium of time and one-half an employee's hourly classification rate shall be paid for:

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

**8.05** An overtime premium of double an employee's hourly classification rate shall be paid for:

- a) authorized hours worked on a statutory holiday as defined herein;
- b) authorized hours worked on Sunday, or on an employee's second scheduled day of rest as may be applicable;
- c) authorized hours worked in excess of 11 on normal days; and for
- d) authorized hours worked in excess of three (3) on a Saturday or on the first scheduled day of rest as may be applicable.

**8.06** Employees scheduled to work overtime shall take a one-half hour rest period after working 10 1/2 hours on the same shift. The period shall be paid at the rate of time and one-half the employee's classification rate.

**8.07** An employee who receives less than 18 hours notice of a shift change, shall be compensated at the rate of time and one-half the classification rate for the first shift worked on the new shift schedule.

**8.08** An employee who is asked to work past the end of the regularly scheduled shift without having been provided with notice by the Company prior to the commencement of such regularly scheduled shift, shall be paid an overtime premium of double an employee's classification rate for such authorized overtime work.

- 8.09 An employee called at home and reports back for work, not immediately prior to the employee's next shift, shall be paid a guarantee equal to three (3) hours pay at the classification rate plus one (1) hour's pay for call in. It is understood that the employee shall not be paid less than the applicable overtime rates.
- 8.10 An employee who reports for work at the beginning of the regular shift, who had not been advised in advance not to, shall be offered four (4) hours work in another job classification or at management's discretion shall be paid for four (4) hours at the regular classification 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 (4) hours work in another job classification, or at management's discretion shall be paid for four (4) hours at the applicable overtime rate. However, the provisions of this article 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.

#### **Scheduled Overtime Procedure**

- 8.11 An employee may be scheduled and required to perform overtime work and his requirement shall be deemed to be in compliance with the Employment Standards Act of Ontario. The Company shall post for qualified volunteers to work overtime.
1. Overtime opportunity listings shall be posted as soon as is practical with interested employees affirming their interest to work the scheduled overtime by identifying the classification and signing their name, clock number and, if required, their shift preference.
  2. The overtime opportunity listing shall indicate when the work is required or expected to be performed, and when the listing shall be removed from the bulletin board. Employees can expect the overtime schedule to be posted not later than Thursday at 2:00 p.m.

3. If an error is made in the scheduled overtime, the employee shall, at the earliest possible time, prior to the overtime being worked, make every reasonable effort to notify the Company. Should the employee not make every reasonable effort to notify the Company of the error prior to the overtime being worked, they shall have no claim to the missed overtime.

4. When an employee is inadvertently overlooked for overtime, the affected employee shall be entitled to the next available overtime opportunity. Failure on the Company's part to do so within 30 days will result in payment in lieu.

5. When an employee points out to the Company that a mistake has occurred prior to the overtime opportunity being worked and no action to correct is taken by the Company, the affected employee shall be entitled to payment in lieu.

### **Shift Overtime**

- 8.12 A shift premium of \$.75 cents per hour shall be paid on the afternoon shift and \$1.00 per hour on the night shift. Effective June 1, 2004, a shift premium of \$.85 cents per hour shall be paid on afternoon shift and \$1.15 per hour on the night shift. These premiums shall not be pyramided with overtime.
- 8.13 An employee scheduled to work a 12-hour shift shall receive the afternoon premium for those hours worked, on the 12-hour shift, that fall within a normal 8-hour afternoon shift, and shall receive the night shift premium for those hours worked, on the 12-hour shift, that fall within a normal 8-hour night shift.

### **One-Shift Cancellation**

- 8.14 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 shall:
- 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.

**Notification of Absence and Return to Work**

- 8.15 An employee must keep the Company advised as to the reason or any absence from work and make arrangements with the Company for their return to work. The Company may require a returning employee to produce a doctor's certificate after an absence of two (2) consecutive days. The Company shall reimburse employees for the cost of a doctor's certificate, up to \$10.00 per certificate, to a maximum of \$20.00 per contract year per employee, upon providing an original paid invoice or receipt from the doctor.

**ARTICLE 9: HOLIDAYS**

- 9.01 The following days shall be designated as statutory holidays:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day

- 9.02 The Company shall 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. Canada Day shall be observed on the Monday or Friday closest to July 1.

- 9.03 The following days are designated by the Company as plant holidays:

Effective 2003:	December 29, 30, and 31
Effective 2004:	December 29, 30, and 31
Effective 2005:	December 28, 29, and 30
Effective 2006:	December 27, 28, and 29



- 9.04 Should business conditions warrant the need to run machinery, it shall be on a voluntary basis. An employee who has worked any or all of the designated days, may in lieu of taking the plant holiday(s) within the first 90 days of the next year, take eight (8) hours wages at classification rate time the applicable number of days worked.
- 9.05 An additional floating holiday may be taken, but shall be established by agreement of the Company and the individual employee in the calendar year.
- 9.06 A seniority employee, on the active payroll, at the time of the holiday, shall be paid for eight (8) hours at the classification rate, exclusive of shift and overtime premiums, for the day of observance of the above designated holidays, provided they have worked the full scheduled shift prior to, and the next full scheduled shift after such holiday. However, the Company may excuse an employee with a proven legitimate reason for either day.
- 9.07 An employee shall be granted a grace of half-hour lateness, without phone-in, and a grace of one-hour lateness with phone in, on the last scheduled day prior to and/or the next scheduled working day after such holiday.

#### **ARTICLE 10: VACATIONS**

- 10.01 An employee 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 the employee's anniversary date.
- 10.02 Vacation pay shall be calculated on the basis of the employee's total gross earnings for the 12-month period prior to May 1<sup>st</sup> of the year of entitlement.
- 10.03 Employees in the five (5), 10 and 17 year categories shall be entitled to the additional vacation for which they qualify on their service anniversary date with pay.

- 10.04 Vacation pay for any additional vacation entitlement taken prior to shutdown shall be based on the individual's hourly classification 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 five (5), 10 and 17 year service anniversary dates falling after the shutdown, the employee would receive an additional two percent (2%) of their gross income based on the same 12-month period ending May 1<sup>st</sup> of the year of entitlement.
- 10.05 The additional vacation due to the anniversary date must be taken before the end of the calendar year of entitlement.
- 10.06 Vacation entitlement shall be determined as follows:

<b>Length of Continuous Service</b>	<b>Rate of Vacation Pay</b>	<b>Length of Vacation Period</b>
Less than One (1) year	4%	One (1) day per month (maximum) 10 days)
One (1) year but less than five (5) years	4%	Two (2) weeks
Five (5) years but less than 10 years	6%	Three (3) weeks
Ten (10) years but less than 17 years	8%	Four (4) weeks
Seventeen (17) or more	10%	Five (5) weeks

- 10.07 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 15<sup>th</sup> of each year of the contract of such a shutdown. It is agreed that, at least two (2) consecutive weeks of vacation may be taken by employees, with

sufficient entitlement, during July and August, based on seniority and operational requirements. This may be in the form of a plant shutdown.

- 10.08** Any vacation entitlement beyond that period shall be based on employee preference in order of seniority, subject to the judgment of the Company as to the business requirements in each department. Business requirements shall not be utilized to allow a junior employee to have preference over a senior employee in the same job classification.
- 10.09** A form shall be posted by the Company, between January 1<sup>st</sup> and April 1<sup>st</sup>, 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 15<sup>th</sup> at the latest.

## **ARTICLE 11: LEAVES OF ABSENCE**

### **Bereavement Leave**

- 11.01** The death of a spouse or child shall entitle a seniority employee to a bereavement leave of five (5) days with pay.
- 11.02** Death of a father, mother, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave with pay of up to three (3) days. The Company shall consent to two (2) further non-paid days if necessary when requested. Proof may be required when requested. Death of a grandparent-in-law shall entitle a seniority employee to a bereavement leave with pay of up to one (1) day.
- 11.03** It is understood and agreed that this Article applies to any and all co-habitants and common-law relationships.

## **Jury Service**

- 11.05 The Company shall pay an employee, who is required for jury service or subpoenaed as a Crown witness, for each day of service, the difference between the regular classification rate for the number of hours normally worked on the regular shift and payment received for jury or Crown witness service. The employee shall present proof of jury service from the court, showing the date(s), the time(s), and the amount of pay received.

## **Other Leave**

- 11.06 At the employee's written **request**, the Company may grant a leave of absence without pay *for* any reason deemed reasonable to the Company.

## **ARTICLE 12: NO STRIKES OR LOCKOUTS**

- 12.01 The parties hereto agree that there shall be no strikes or lockouts during the life of the Collective Agreement.
- 12.02 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 13: WAGES AND BENEFITS**

- 13.01 The hourly classification rates, which the Company agrees to pay for the duration of the Collective Agreement, **appear** in Schedule "A" which form an integral part of the Agreement.
- 13.02 The employee's weekly wages shall be paid **by** means of direct deposit on Thursday each week.
- 13.03 A Direct Deposit Slip shall be issued each week, and shall include the following information:

- a) Name of the Company
- b) Employee name and surname
- c) Pay date and work period corresponding to the pay
- d) Number of hours worked at the classification rate
- e) Number of overtime hours
- f) Classification rate or rates
- g) Vacation accruals
- h) Gross wages
- i) Nature and amount of deductions including Union dues
- j) Net wages

- 13.03A** The Company will provide a manual cheque for any established pay discrepancy over \$150.00.
- 13.04** The progression steps contained in Schedule "A" are considered automatic minimum classification 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 may defer the progression increase by an equivalent amount of time.
- 13.05** In the event that an employee is to be detained at a classification rate due to unsatisfactory work performance, the Company agrees to give the Union at least seven (7) day advance notice.
- 13.06** The Company may hire over the starting classification rate for a job classification or grant superior advancement within a job classification where previous experience or performance so warrants.

### **Lead Hand**

- 13.07** 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 the job classification.

- 13.08 A Lead Hand is chosen by the Company, from among employees of the highest classification rate within the affected seniority group.
- 13.09 It is understood that the Lead Hand will be empowered to maintain production schedules, quality and efficiency. If a disagreement arises between a Lead Hand and another employee, the matter will be forwarded to the departmental supervisor. It is understood that a Lead Hand is not empowered to discipline or recommend discipline.
- 13.10 A premium of \$1.00 per hour minimum shall be paid to a lead hand appointed hereunder in addition to the current classification rate. The Company shall post the name of all Lead Hands.

### **Tool Replacement**

- 13.11 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.

### **Benefits**

- 13.12 The Company agrees for the term of the Collective Agreement to maintain and improve both, the present insurance coverage and the rate of contribution for active employees as outlined below.
- 13.13 Short Term Disability. Sickness and accident coverage whereby a covered employee who has completed three (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 Worker's Compensation Board, receives weekly benefits during such absence on the basis of 66-2/3% of their weekly earnings in the week immediately prior to their absence to a maximum of \$521.00 per week on a first day hospitalization and accident after the fourth day of sickness, twenty-six week formula. Effective June 1, 1997, the Company shall contribute 80% of the cost to employee for such coverage.

- 13.14 Long Term Disability. The Insurance Policy will govern details of eligibility: for L.T.D. coverage: maximum of \$2,000.00 per month, 2 years maximum period of entitlement, six month waiting period. The parties agree that the Company's sole obligation with respect to such benefits is for the payment of premium. Any dispute with respect to entitlement is not subject to the grievance procedure.
- 13.15 The Company shall contribute 100% of the cost to employees for extended health insurance coverage which provides semi-private hospital care and drug benefits along with other benefits.
- 13.16 Accidental death and dismemberment insurance and life insurance of \$35,000.00. Effective June 1, 2003, the Company shall contribute 100% of the cost to employees for such coverage. Employees have the option of purchasing blocks of insurance.
- 13.17 The Company shall comply with the provisions of the Ontario Employer's Health Tax (formerly O.H.I.P.).
- 13.18 All active seniority employees shall be eligible to participate in the Company Dental Plan. Effective June 1, 2003, the Company shall contribute 100% of the premium cost to employees based on current O.D.A. rates, up to an annual maximum of \$2,000, for restorative care, i.e. dentures, caps, crowns and bridgework. An annual deductible of \$50.00 for single coverage and \$100.00 for family coverage shall apply to the restorative care portion of the Company Dental Plan.
- 13.19 All active seniority employees shall be eligible for benefits under the Company Vision Plan. The Company shall contribute 100% of the premium cost to employees for vision coverage. Effective June 1, 2002 Vision coverage shall provide a maximum of \$180.00 per family member once every 24 months. Effective June 1, 2004, the maximum coverage shall increase to \$230.00 per family member once every 24 months.
- 13.20 In consideration of the above level of benefits it is agreed that the employees' share of any refund that may be received from the Employment Insurance Commission shall be transferred to the Company and applied against the cost of benefits.

- 13.21 The Company may change carriers for these plans to maintain satisfactory service and economy. However, in the event of such a change the Company shall maintain a level of benefits that are essentially equivalent.
- 13.22 The Company will introduce as of June 1, 2004, a drug card system to the employees.

### **CEP Multi-Employer Pension Plan**

- 13.23 The Company agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the "Plan") 4.25% 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. Contributions shall be made for any shift for which an employee receives Compensation (e.g. such leave vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is administered jointly by Union and Company Trustees.
- 13.24 Contributions shall be made by cheque, money order or similarly recognized medium of exchange and shall be made payable to the CEP Multi-Employer Pension Plan and shall be forwarded to AON Consulting, 145 Wellington St. W., Suite 500, Toronto, Ontario M5J 1H8 (or to such other corporate trustee as may be designated by the Trustees of the Plan) no later than the 20<sup>th</sup> of the following calendar month for which contributions are due.
- 13.25 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.
- 13.26 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.

- 13.27 Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CEP Multi-Employer Pension Plan 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.

#### **ARTICLE 14: BULLETIN BOARD**

- 14.01 The Company shall provide a bulletin board installed in the lunchroom 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 designate.
- 14.02 The Union agrees that no pamphlets, handbills or other publications shall be distributed on the premises of the Company without management's prior written approval.
- 14.03 The following **types** of notice may be **posted** without the Company's prior approval:
- a) Notices of social recreational activities of the Union
  - b) Notices of elections or election results.
  - c) Notices of Union meetings or any other similar Union activity.
- 14.04 The employer shall provide a **lock** for the Chief Steward to protect Union literature from vandalism.

#### **ARTICLE 15: HEALTH AND SAFETY**

- 15.01 In order to assist the Company to continue to make adequate provision for the safety and health of the employees during the hours of employment, a Health and Safety Committee consisting of two (2) representatives of the employees and two (2)

representatives of the Company shall be maintained. It shall 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 maintain a high standard of cleanliness and sanitation and to make necessary recommendations to management. The Company shall 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.

- 15.02** 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.
- 15.03** The joint Health and Safety Committee shall meet at least five times per calendar year or more frequently where it is jointly agreed to be desirable and minutes shall be taken of the meetings.
- 15.04** 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 \$125.00 for one (1) 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 \$125.00 per pair up to two (2) pairs per contact year. Probationary employees shall only receive this subsidy after having worked 60 days **provided** there is still three (3) months remaining in any contract year. Seniority employees must work at least six (6) months in any contract year in order to qualify.
- 15.05** 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 nonprescription and prescription safety glasses.

- 15.06** 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.
- 15.07** For employees requiring prescription safety glasses, the Company shall supply one **(1)** 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 **(1)** pair annually, whichever occurs less frequently, except as provided in Article **15.08** below. Such glasses shall thereafter be the sole property of the employee. A prescription for safety glasses shall be accepted **by** the Company when the prescription **is** based on an examination made by a qualified eye doctor within the preceding two **(2)** 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.
- 15.08** 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 shall be borne by the Company.

#### **ARTICLE 16: DURATION**

- 16.01** 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.
- 16.02** Negotiations if requested shall commence within **15** days after the date on which that negotiations have been requested has **been** given or as may otherwise be agreed.
- 16.03** This Agreement shall become effective as of June **1, 2003** and shall continue in effect until May **31, 2007** and shall continue in effect for one **(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 one (1) further year.

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

**Multipak Ltd.**

**CEP Local 91-0**

  
Paul Beatt

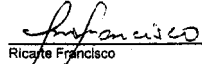
  
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David Mailman

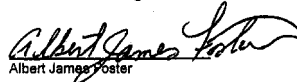
  
James Kilpatrick

  
Greg Beer

  
Robert Klaffke

  
Ricardo Francisco

  
Pilarcita Angeles

  
Albert James Foster

**SCHEDULE "A"**  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 01, 2003**  
 REFLECTING THE 2.0% INCREASE

<b>JOB CLASSIFICATION</b>	<b>Start Rate</b>	<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Lab. Technician	15.60	16.03	16.48	16.94	17.42	17.91	18.42	18.93	19.13	19.47	20.26
Maintenance	18.00	18.50	19.05	19.52	20.08	20.78	21.57	22.35	23.10	24.13	25.66
Printer PC3							21.26	22.06	22.81	23.83	25.81
Press Helper PC3	14.55	15.05	15.56	16.13	16.74	17.55	18.32	19.02	20.70		
printer							20.17	20.96	21.72	22.74	24.71
Print Trainee					17.34	18.11	18.90	19.65	20.43	21.45	
Press Helper	14.00	14.49	15.00	15.58	16.19	17.00	17.77	18.47	20.15		
Laminator Operator							20.17	20.96	21.72	22.74	24.71
Laminator Trainee					17.34	18.11	18.90	19.65	20.43	21.45	
Laminator Helper	14.00	14.49	15.00	15.58	16.19	17.00	17.77	18.47	20.15		
Slitter / Rewinder	14.16	14.65	15.16	15.73	16.19	16.98	17.74	18.49	19.28	20.32	22.63
Plate Mounter							20.17	20.96	21.72	22.74	24.07
Plate Mounter Trainee	14.00	14.49	15.00	15.58	17.34	18.11	18.90	19.65	20.43	21.45	
Plate Preparation					17.34	18.11	18.90	19.65	19.99	21.45	22.19
Assistant Ink Person					17.34	18.11	18.90	19.65	20.43	21.45	22.19
Assistant Shipper / Material Handler	14.00	14.49	15.00	15.58	16.03	16.83	17.58	18.34	19.13	20.17	20.93
General Labour / Janitor	14.00	14.49	15.00	15.58	16.03	16.83	17.58	18.34	19.13		
student	11.35	12.38	13.43	14.47	15.51	16.54					

**SCHEDULE "A"**  
**JOB CLASSIFICATIONS    ) CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 01, 2004**  
**REFLECTING THE 3.0% INCREASE**

<b>JOB CLASSIFICATION</b>	<i>start</i> <b>Rate</b>	<b>3</b> <b>Months</b>	<b>6</b> <b>Months</b>	<b>9</b> <b>Months</b>	<b>12</b> <b>Months</b>	<b>18</b> <b>Months</b>	<b>24</b> <b>Months</b>	<b>30</b> <b>Months</b>	<b>36</b> <b>Months</b>	<b>42</b> <b>Months</b>	<b>48</b> <b>Months</b>
<b>Lab. Technician</b>	16.06	16.52	16.98	17.45	17.94	18.45	18.97	19.50	19.70	20.06	20.87
<b>Maintenance</b>	18.54	19.06	19.63	20.11	20.69	21.40	22.22	23.02	23.80	24.86	26.43
<b>Printer PC3</b>							21.89	22.72	23.49	24.54	26.58
<b>Press Helper PC3</b>	14.98	15.50	16.02	16.61	17.24	18.08	18.87	19.59	21.32		
<b>Printer</b>							20.77	21.59	22.37	23.42	25.46
<b>Print Trainee</b>					17.86	18.65	19.47	20.23	21.04	22.09	
<b>Press Helper</b>	14.42	14.93	15.45	16.04	16.67	17.51	18.30	19.03	20.75		
<b>Laminator Operator</b>							20.77	21.59	22.37	23.42	25.46
<b>Laminator Trainee</b>					17.86	18.65	19.47	20.23	21.04	22.09	
<b>Laminator Helper</b>	14.42	14.93	15.45	16.04	16.67	17.51	18.30	19.03	20.75		
<b>Sitter / Rewinder</b>	14.58	15.09	15.61	16.20	16.67	17.49	18.27	19.05	19.86	20.93	23.31
<b>Plate Mounter</b>							20.77	21.59	22.37	23.42	24.79
<b>Plate Mounter Trainee</b>	14.42	14.93	15.45	16.04	17.86	18.65	19.47	20.23	21.04	22.09	
<b>Plate Preparation</b>					17.86	18.65	19.47	20.23	20.59	22.09	22.85
<b>Assistant Ink Person</b>					17.86	18.65	19.47	20.23	21.04	22.09	22.85
<b>Assistant Shipper / Material Handler</b>	14.42	14.93	15.45	16.04	16.52	17.33	18.11	18.89	19.70	20.77	21.56
<b>General Labour / Janitor</b>	14.42	14.93	15.45	16.04	16.52	17.33	18.11	18.89	19.70		
<b>Student</b>	11.69	12.75	13.84	14.91	15.98	17.04					

SCHEDULE "A"  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 01, 2005**  
**REFLECTING THE 3.0% INCREASE**

JOB CLASSIFICATION	Start Rate	3 Months	6 Months	9 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months
Lab. Technician	16.55	17.01	17.49	17.97	18.48	19.00	19.54	20.08	20.29	20.66	21.49
Maintenance	19.10	19.63	20.21	20.71	21.31	22.04	22.89	23.71	24.51	25.60	27.23
Printer PC3							22.55	23.41	24.20	25.28	27.38
Press Helper PC3	15.43	15.96	16.50	17.11	17.76	18.62	19.43	20.18	21.96		
Printer							21.39	22.24	23.04	24.12	26.22
Print Trainee					18.40	19.21	20.05	20.84	21.67	22.76	
Press Helper	14.86	15.38	15.92	16.52	17.17	18.04	18.85	19.60	21.37		
Laminator Operator							21.39	22.24	23.04	24.12	26.22
Laminator Trainee					18.40	19.21	20.05	20.84	21.67	22.76	
Laminator Helper	14.86	15.38	15.92	16.52	17.17	18.04	18.85	19.60	21.37		
Slitter / Rewinder	15.02	15.54	16.08	16.69	17.17	18.02	18.82	19.62	20.45	21.56	24.01
Plate Mounter							21.39	22.24	23.04	24.12	25.54
Plate Mounter Trainee	14.85	15.38	15.91	16.52	18.40	19.21	20.05	20.84	21.67	22.76	
Plate Preparation					18.40	19.21	20.05	20.84	21.21	22.76	23.54
Assistant Ink Person					18.40	19.21	20.05	20.84	21.67	22.76	23.54
Assistant Shipper / Material Handler	14.86	15.38	15.92	16.52	17.01	17.85	18.66	19.46	20.29	21.39	22.21
General Labour / Janitor	14.86	15.38	15.92	16.52	17.01	17.85	18.66	19.46	20.29		
Student	12.04	13.14	14.36	15.36	16.46	17.55					

**SCHEDULE "A"**  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 01, 2006**  
**REFLECTING THE 3.0% INCREASE**

<b>JOB CLASSIFICATION</b>	<b>Start</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>30</b>	<b>36</b>	<b>42</b>	<b>48</b>
	<b>Rate</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>
<b>Lab. Technician</b>	17.04	17.52	18.01	18.51	19.04	19.57	20.13	20.69	20.90	21.28	22.14
<b>Maintenance</b>	19.67	20.22	20.82	21.33	21.95	22.70	23.57	24.42	25.25	26.37	28.04
<b>Printer PC3</b>							23.23	24.11	24.92	26.04	28.20
<b>Press Helper PC3</b>	15.89	16.44	17.00	17.62	18.29	19.18	20.02	20.79	22.61		
<b>Printer</b>							22.03	22.90	23.73	24.85	27.01
<b>Print Trainee</b>					18.95	19.78	20.65	21.47	22.33	23.44	
<b>Press Helper</b>	15.30	15.84	16.40	17.02	17.69	18.58	19.42	20.19	22.01		
<b>Laminator Operator</b>							22.04	22.90	23.73	24.84	27.01
<b>Laminator Trainee</b>					18.95	19.78	20.65	21.47	22.33	23.44	
<b>Laminator Helper</b>	15.30	15.84	16.40	17.02	17.69	18.58	19.42	20.19	22.01		
<b>Slitter / Rewinder</b>	15.47	16.01	16.57	17.19	17.69	18.56	19.38	20.21	21.07	22.20	24.73
<b>Plate Mounter</b>							22.04	22.90	23.73	24.84	26.30
<b>Plate Mounter Trainee</b>	15.30	15.84	16.40	17.02	18.95	19.78	20.65	21.47	22.33	23.44	
<b>Plate Preparation</b>					18.95	19.78	20.65	21.47	21.85	23.44	24.24
<b>Assistant Ink Person</b>					18.95	19.78	20.65	21.47	22.33	23.44	24.24
<b>Assistant Shipper / Material Handler</b>	15.30	15.84	16.40	17.02	17.52	18.39	19.22	20.04	20.90	22.03	22.87
<b>General Labour / Janitor</b>	15.30	15.84	16.40	17.02	17.52	18.39	19.22	20.04	20.90		
<b>Student</b>	12.41	13.53	14.68	15.82	16.95	18.07					



## LETTER OF UNDERSTANDING AND AGREEMENT

**Dated: June 1, 2003**

**Subject:** The Sixth and Seventh Days of Operation

It being agreed that unless specified in this letter of Understanding, the Collective Agreement shall prevail.

### ARTICLE 6: SENIORITY

- 6.01 For determination of the probationary period, a sixth and seventh days of operation employee shall be considered probationary until they have completed **20** complete weekends.
- 6.02 An employee shall lose their seniority and be deemed to have terminated their employment for any of the following reasons:
- a) If, after a layoff, the employee does not report to work within two (2) complete weekends of the Company's request sent by registered mail or **by** messenger.
  - b) If an employee is absent for one **(1)** complete weekend without notifying the Company unless reason satisfactory to the Company is given for both the absence and the lack of notification.
- 6.03 All cross training of employees must continue while the sixth and seventh days of operation is in effect so that employees' seniority rights shall be protected.

#### **Job Postings and Reassignments**

- 6.04 All new job openings for the ~~sixth~~ and seventh days of operation shall be posted in accordance with the Collective Agreement and the following.
- a) ~~For~~ the purposes of implementing the sixth and seventh days of operation, the helper job classification 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 vacancy, the operator would be given the helper job classification, but would not move until a satisfactory replacement had filled the original operator's position. Any vacancy, resulting from this posting, may be filled by the Company in any way it deems proper.

b) With respect to the amount of time before the operator may move to the helper job classification, the Company agrees to make its best efforts to satisfactorily fill the vacant operator's position within 60 working days. The Company undertakes to move the operator to the helper job classification no later than six (6) months following the hire/promotion date of the replacement operator.

**6.05** In regard to posting or promotion the Company agrees to a period, not to exceed 20 continuous complete weekends worked, in order to enable the successful probationary applicant or promoted employee to prove their ability to meet the job requirements. If an employee cannot qualify within this time period or if they are not satisfied, they shall be reinstated in their prior job classification within the same time delay. There shall be no such period for any shift posting for non-probationary employees who are already qualified to perform the work.

#### **ARTICLE 8: HOURS OF WORK, OVERTIME & SHIFT PREMIUMS**

**8.01** The sixth and seventh days of operation hours of work shall be:

Day 1	Friday Night Shift	11 p.m. - 11 a.m.
Day 1	Saturday Day Shift	11 a.m. - 11 p.m.
Day 2	Saturday Night Shift	11 p.m. - 11 a.m.
Day 2	Sunday Day Shift	11 am - 11 p.m.

**8.02** These hours shall be paid as defined in Article 13 of the Letter of Understanding.

**8.03** A shift premium of \$.58 shall be paid for all regular hours paid. These premiums shall not be pyramided with overtime. This is an

average rate in lieu of afternoon and evening premiums paid to the Monday to Friday employees.

- 8.04** Breaks, lunches, rest periods & wash ups as per current Collective Agreement with the exception of Article 8.07 which shall be deleted for this Letter of Understanding., Each employee shall take a 15-minute rest period between the tenth and eleventh hour.
- 8.05** An overtime premium of time and one-half an employee's regular hourly base classification rate shall be paid for:
- a) authorized hours worked on a legislated statutory holiday falling on any day of any one of the scheduled days of rest (Monday to Friday).
  - b) authorized hours worked on any one of the scheduled days of rest (Monday to Friday), up to 8 hours in one day, after which a rate of two (2) times an employee's regular hourly base classification rate shall be paid.

### **Shift Cancellation**

- 8.06** In the event that any portion of the sixth and seventh days of operation is cancelled due to lack of work or material, or as mechanical problem on their particular piece of equipment, the Company shall:
- a) Transfer the affected employee(s) to alternate equipment, at the discretion of the management and/or
  - b) Place the employee(s) in wrapping, with special goals and/or
  - c) Assign the employee(s) to do special housekeeping on their piece of equipment and/or
  - d) Assign the employee(s) to do general specified cleaning in the plant.
- 8.07** However, in the event that the Company can foresee that a major reduction of work could extend to more than four (4) weekends

(one month), displacement of the sixth and seventh days of operation employees would take place following seven (7) days written notice, in accordance with Articles 6.10, 6.12, and 6.13 of the current Collective Agreement.

#### **ARTICLE 9: HOLIDAYS**

- 9.01 In the event that Christmas Day or New Year's Day should fall on a scheduled working day, they shall be designated as statutory holidays.
- 9.02 When applicable, a seniority employee on the active payroll, at the time of the above designated statutory holiday shall be paid for 20 hours at their hourly base classification rate exclusive of shift and overtime premiums, provided they have worked the full shift prior to and the next full scheduled shift alter such holiday.

#### **ARTICLE 10: VACATIONS**

- 10.01 Vacation entitlement shall be determined as follows:

<b>Length of Continuous Service</b>	<b>Rate of Vacation Pay</b>	<b>Length of Vacation Period</b>
Less than one (1) year	<b>4%</b>	NIL
One (1) year but less than five (5) years	<b>4%</b>	two (2) weekends
Five (5) years but less than ten (10) years	<b>6%</b>	three(3) weekends
Ten (10) years but less than Seventeen (17) years	<b>8%</b>	four (4) weekends
Seventeen (17) years or more	<b>10%</b>	five (5) weekends

- 10.02 Employees are only allowed to take a maximum of two (2) weekends vacation during the July - August period. In the case of the sixth and seventh days of operation employees, this is the equivalent of two (2) weekends in July and August. Only one (1) crew of the sixth and seventh days of operation employees per machine shall be allowed off at any one time.
- 10.03 When employees (one (1) crew) are off, the crew left shall work the shift that keeps the operation continuous (i.e. 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 crew replace it through request for overtime work.

#### **ARTICLE 11: LEAVES OF ABSENCE**

- 11.01 The death of a spouse or children shall entitle a seniority employee to bereavement leave of two (2) days with pay.
- 11.02 Death of a father, mother, grandchildren, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave of up to two (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 be required when requested. Death of a grandparent-in-law shall entitle a seniority employee to a bereavement leave with pay of one (1) day.
- 11.03 In an unusual situation the Company shall discuss the special circumstances with the Chief Steward.

#### **ARTICLE 13: WAGES AND BENEFITS**

- 13.01 For sixth and seventh days of operation employees, wages shall be calculated as follows:

Following ratification

Day 1	20 hours x classification rate + shift premium
Day 2	20 hours x classification rate + shift premium
2 Day Weekend	40 hours x classification rate + shift premium

### **LETTER OF UNDERSTANDING AND AGREEMENT**

**Dated: June 1, 2003**

Subject: Chief Steward

During 1997 negotiations, the parties discussed the Chief Steward position, in particular, a day shift assignment, access to a telephone, facsimile, photocopier, and personal computer, security of files, and paid hours on shift to conduct Union business.

It is understood and agreed that within 15 working days of ratification and for the duration of this Collective Agreement that:

1. The elected Chief Steward shall be afforded some flexibility in hours of work when it is required to deal with union issues on the day shift.
2. The Chief Steward shall request authorization from the Department Manager to conduct official Union business, that is in addition to the Steward functions outlined in Article 4:01, and shall be paid for up to a maximum of two (2) hours per week during working hours for such authorized time. Requests shall not be unreasonably denied.
3. The cabinet containing Union files shall be relocated to the Production Boardroom and the Chief Steward shall have access to facsimile and photocopier equipment, and a meeting room for Union business. Meeting room must be scheduled through the Receptionist. Meeting rooms are equipped with a telephone and

the Company shall endeavour to set up a P.C. workstation in the Production Boardroom as soon as a surplus system is available.

### **LETTER OF UNDERSTANDING AND AGREEMENT**

**Dated: June 1, 2003**

Subject: Continental Workweek

It is understood and agreed that, for the duration of this Collective Agreement, the Company shall not implement a continental workweek.

### **LETTER OF UNDERSTANDING AND AGREEMENT**

**Dated: June 1, 2003**

Subject: Overtime Policy and Procedure

When it is determined what overtime is required, the departmental supervisor will allocate the overtime in accordance with the following procedure. This procedure is designed to keep overtime allocation fair and equal for all employees in a department including weekend employees.

Attendance expectations are the same for normal weekly shifts and will be monitored and dealt with through the progressive discipline procedures.

No employee shall be entitled to overtime when on vacation. Vacation **starts** on Monday and finishes on a Monday, in other words, the weekend before **the** Monday is accessible for weekend overtime work but the weekend after is not.

When there is not a qualified helper available, an operator may be scheduled to the overtime position. Trainees will **be** included in the helper classification rotation and, if qualified, in emergencies will be asked to operate.

All overtime worked including weekly overtime will be recorded on the monthly overtime record sheet and will be posted at month end. Definitions are described on the monthly overtime record sheet.

### **PROCEDURE FOR WEEKEND OVERTIME**

Once the overtime requirements are known (usually by Tuesday of each week) supervisors in all departments and shifts will solicit and record the availability of employees using the availability sheet. The availability sheet will be passed to the supervisor in charge of the overtime allocation to determine employee overtime allocation and sequence for the weekend. The overtime schedule will be posted as early as possible, ideally by Thursday morning.

#### **Overtime allocations are determined based on:**

1. Availability
2. Seniority Order (the list is in seniority order and supervisors originally start at the top of the list and work down. The next available overtime would then go to the employee who said yes and qualified but did not get any overtime).
3. Classification
4. Qualification

The objective is to maintain continuity of shifts when building the overtime structure. Employees will not be parachuted into positions that they have said they are not available for unless the employee has been consulted first.

### **PROCEDURE FOR WEEKDAY OVERTIME**

The weekly schedule should be posted by noon on Thursday. This will reflect overtime to be worked for the following week. However, due to customer demands less notice may be required. Employees needed to work will be consulted for availability before the schedule is posted.

#### **Overtime allocations are determined by:**

1. Machine classification
2. Classification in seniority order rotation



3. Qualification in seniority order rotation
4. Department in seniority order rotation
5. Plant in seniority order rotation

If the overtime shift is cancelled, with less than **24** hours notice, this affected employee will receive **4** hours reporting pay at overtime rates.

### **LETTER OF UNDERTANDING AND AGREEMENT**

**Dated: June 1, 2003**

Subject: Ink Person

During 1997 negotiations, discussions were held regarding the salaried position of Ink Person, and in particular, a bargaining unit employee performing some Ink Department functions, i.e. mixer, matcher, etc.

It is understood and agreed that:

1. The Ink Person (duties and responsibilities as they were on September 1, 1997) is excluded from the bargaining unit.
2. The new job classification of Assistant Ink Person shall be a bargaining unit classification and shall be included in Schedule "A": and paid the same classification rate as Plate Preparation.
3. The salaried position of Ink Person as it relates to bargaining unit work shall not be altered or affected by the creation of a bargaining unit classification in the Ink Department.
4. In the event that the current Ink Person leaves that position, the Company shall post the vacancy and members of the bargaining unit, who apply for the position, shall be given equal consideration to outside applicants.

## LETTER OF UNDERTANDINGAND AGREEMENT

**Dated: June 1, 2003**

Subject: Article 6:21- Training and Development of Production Standards and Job Specifications.

It is understood and agreed that the Company shall develop production standards and job specifications for each job classification in the bargaining unit. The Company and the Union agree that the implementation of this program shall be done in conjunction with the Labour Relations Committee and shall begin not later than six months following ratification of this Agreement.

Subject. TRAINING

A Joint Committee for Training and related issues shall be established, comprised of two representatives from management and two from the Union which shall meet within three months after the ratification of this Collective Agreement. The committee shall establish a training program which shall be mutually agreed upon prior to implementation.

The committee's responsibilities shall be as follows: who will be trained, type of training, training period as well as time and location of such training. The objective of the committee is to provide the employer with fully trained and qualified employees and to allow employees to improve and progress in their job skills.

A training needs analysis shall be conducted under the auspices of the Committee within six (6) months of the signing of the Collective Agreement.

Meetings will be held as mutually agreed and no member of the Committee shall suffer any loss of regular wages for time spent on Committee business. Minutes from the meeting shall be posted on the bulletin board for informational purposes.

## LETTER OF UNDERTANDING AND AGREEMENT

**Dated: June 1, 2003**

Subject: cancellation of the Weekend Shift

We write to confirm that with respect to the cancellation of the weekend shift pursuant to the Collective Agreement, the Company agrees to make best efforts to avoid canceling, then re-implementing the weekend shift within a short period of time.

## LETTER OF UNDERTANDING AND AGREEMENT

**Dated: June 1, 2003**

Subject: Lines of Progression

### PRINT DEPARTMENT

OPERATOR  
TRAINEE  
HELPER

### LAMINATION DEPARTMENT

OPERATOR  
TRAINEE  
HELPER

1. A line of progression is defined as a group of related jobs, which facilitate an orderly system of promotion and demotion within the confines of a department.
2. No employee in the entry position of a line of progression will be allowed to refuse a promotion. Each employee when accepting a job posting in a line of progression **must** be prepared to progress to the top of that line of progression whenever the opportunity arises, so that he does not limit the advancement of others or the progress of the Company.

An employee who is in a job in a line of progression who is unable to advance in the line of progression will be required to revert to his previous classification

3. The current recognized lines of progression are shown above.

4. When a vacancy is created within a line of progression, the most senior person in the plant in that classification will be offered the job and so on down the line within that classification first. If the vacancy still exists, the most senior person in the plant seniority list in the next lowest classification will assume the job regardless of shift. If none of the incumbents within the classification assume the vacancy, the most senior person in the plant in the next lowest classification will assume the position regardless of shift.

5. Employees in a line of progression are expected, through on the job training, to acquire the ability and skills needed to become proficient for the next available opportunity. Training programs will be tailored to suit each situation and will encompass basic operational skills, training will be carried out by supervisors, lead hands or designated employees.

6. An employee who is currently in a line of progression, who refuses to take a promotion in the line of progression will be frozen in the job. All such freezes will be made in writing and a copy given to the employee and union.

7. Any employee who has been frozen must be able to perform the duties of the job immediately above him and must be prepared to temporarily perform those duties. Such temporary duties shall not last longer than five (5) working days.

8. If an employee promoted in a line of progression is unable to perform the job for health reasons they will be provided with modified duties. The employee must provide the Company with medical substantiation of the medical condition and any restrictions.

9. In a situation where there are no immediate successful candidates available within the line of progression the Company will revert to Article 6:20.

## LETTER OF UNDERSTANDING AND AGREEMENT

**Dated: June 1, 2003**

Subject: Vacation policy and procedure

In order to keep employees in good physical and mental health, and to recognize the employees' contributions and length of service, it is the policy of the company to provide employees with an annual vacation.

### **ELIGIBILITY**

All employees are required to take vacation. Employees with two (2) weeks or less of vacation entitlement are required to take the total amount of their entitlement. Vacations may not be accumulated from year to year.

### **PROCEDURE**

Employees must submit a formal request indicating their preference of vacation date by April 1, in order for the Company to finalize the vacation schedule. Length of service (seniority) shall not apply to those employees who fail to make their selection request by April 1. Thereafter, requests will be granted on a first-come, first-served basis. Results will be posted by April 15<sup>th</sup>.

Requests for vacations must be submitted, in writing, at least 2 weeks before the desired vacation start date.

In order to ensure continuity of production, employees in the following classifications may **only** be off on vacation during the same period:

- 3 Sitter Operators and 2 Labourers
- 2 Press Operators and 2 Helpers
- 2 Laminator Operators and 2 Helpers
- 2 Mounters
- All other departments 1 per week (i.e. Shipper, Material Control, Q.A., Tech. etc.)

Employees entitled to 3, 4 or 5 weeks vacation, may take additional vacation at an alternate time, convenient to the employee and the Company and approved by the supervisor/manager.

**When** a company-observed holiday(s) occurs during an employee's vacation, an additional day(s) **may be added to the vacation period.**

During the year that an employee retires, resigns or is terminated, he/she will be given pro-rated vacation pay up to the date of retirement, resignation or termination.

### **VACATION PAY**

Vacation pay is calculated on gross earnings in the vacation year ending May 1<sup>st</sup>. Employees taking vacation prior to this date are advanced one week's pay for each week taken. These advances will then be deducted from the gross amount due on the normal pay out date in mid July. Any employee taking one week or more of vacation between May 1<sup>st</sup> and the mid July pay out date, will be paid their full entitlement in the week prior to their vacation period.

### **SCHEDULING APPROVAL**

Vacations will be approved by the immediate supervisor with due consideration to maintenance of effective operations, length of employee service and the personal preference of employees. Immediate supervisors are responsible for maintaining schedules that record for each employee the vacation periods approved and the vacation utilized.

### **ONE (1) DAY VACATION**

Employees may also take their vacation at one (1) day intervals, **subject** to the following conditions:

- a. that this will not interfere with production requirements.
- b. that a minimum of two (2) weeks notice must be given, and approved by the supervisor. Emergency requests will not be denied.
- c. that preference will be given on a first come first serve basis.

- d. that the maximum allowable time taken **1** day at a time would be restricted to five days during the months of June to September, subsequently at the discretion of the supervisor and production requirements.
- e. that a maximum of two employees will be able to take the same day, pending production requirements.
- f. that the single day(s) cannot be taken in conjunction with a long weekend (i.e. statutory holiday).
- g. that abuse/failure to adhere to these conditions will result in cancellation.

This policy will be subject to an annual review.

### **LETTER OF UNDERSTANDING AND AGREEMENT**

**Dated : June 1, 2003**

Subject: Company Policies and Rules

The Union will be informed of any new changes prior to implementation of Company policies and rules.

### **LETTER OF UNDERSTANDING AND AGREEMENT**

**Dated : June 1, 2003**

Subject: Joint Return to Work Committee

The Company and the Union agree to participate in a committee to address the accommodation of disabled employees. The Committee shall be comprised of 2 representatives from the Company and 2 representatives from the Union.

The Committee shall consider guidelines by which accommodation shall take place. The nature of the guidelines will be determined after consultation between the parties.

**55**