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**LABOUR AGREEMENT**

**between**

**BONAR INC.  
Burlington, Ont.**

**and**

**THE COMMUNICATIONS, ENERGY & PAPERWORKERS UNION  
Local No. 1178**

**January 1, 1997 to December 31, 1999**

11476 (01)

11476 (01)

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## LABOUR AGREEMENT

This Agreement by and between Bonar Inc. Burlington, Ontario, hereinafter called the Company, and the Communications, Energy & Paperworkers Union and it's Local 1178 of the CLC, hereinafter called the Union.

WITNESSETH that the parties hereto recognising their mutual interest in and responsibility for the **successful** operation of the company agree that it is the duty of the Employer and the Employees to promote at all times the **progress** of the plant by co-operating to the fullest extent in all matters having to do with the **successful** operation of the Company and

WITNESSETH that, in the pursuance of these objectives, it is expedient to enter into an agreement covering wages, hours of work, and working conditions as follows:

### P R E A M B L E

#### GENERAL PURPOSE OF AGREEMENT

The General purpose of the agreement is in the mutual interest of the Employer and Employee, to provide for the operation of the plant hereinafter mentioned under methods which will further to the fullest extent possible the safety, welfare and health of the Employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is **recognized** by the agreement to be the duty of the Company and the Employees to co-operate fully, individually and collectively, for the advancement of these conditions.

### ARTICLE 1

#### RECOGNITION AND MEMBERSHIP

The Company **recognizes** the Union as the sole collective bargaining agent for all the Employees of the Paper Division of the Company at Burlington, save and except supervisor persons above the rank of supervisor, office, customer service and sales staff.

### ARTICLE 2

#### WORK BY EXCLUDED PERSONS

The Union and Employer **recognize** that supervisors are excluded from the provisions of the Labour Contract and accordingly, it is improper for supervisors to do the kind of work which is done by those defined as Employees in the Contract. It is **also recognized** that for the practical and efficient operation of the plant, there are occasions when a supervisor may instruct by demonstration. Such occasions must be temporary in nature and must not result in the displacement or exclusion of Employees under the Contract,

Supervisory Employees may instruct plant personnel by demonstration when running-in new equipment, trouble shooting equipment or production problems and in training of new Employees.

Supervisory Employees may work on equipment for any of the following reasons:

1. Everyday repair work, involving equipment breakdown when plant maintenance personnel are not immediately available.

2. To operate equipment for production purposes but only if capable plant personnel are not available.

Supervisory Employees will only perform the work in items 1 and 2 above if steps have been taken to call in a maintenance or production person.

The Company will not contract out any repairs or maintenance work which is regularly performed by the Employees, for which the plant is equipped, for which crews are available, and which Employees are capable of doing.

### ARTICLE 3

#### **STRIKES AND LOCKOUTS**

During the continuance of this Agreement, there shall be no strikes of any kind, stoppages of work, slowdown or any kind of interferences with, or interruption of the Company's business by the Union or by the Employees and there shall be no lockouts by the Company.

### ARTICLE 4

#### **UNION SECURITY**

##### **Section 1. Present Members**

All Union members in the bargaining unit must, as a condition of employment, maintain their membership in the Union for the life of this agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.

##### **Section 2. New Members**

New Employees must, as a condition of employment, join the Union after three hundred and sixty (360) hours of work.

##### **Section 3. Union Dues**

The Company will:

1. Have Employees sign a Union Dues Deduction Card when hired
2. Deduct initiation dues at the point of completion of probation.
3. **Thereafter** deduct dues monthly from **all** persons with forty (40) or more hours worked in the month.
4. Provide a monthly list, showing whether deductions were made and reasons for not making deductions.
5. Indicate deductions on T-4 tax slips.
6. Remit dues within ten (10) days to the Union official designated.

The Union will:

1. Advise the Company in writing of any arrears in dues to be collected.
2. Advise in writing of any change in the amount of monthly deductions at least two (2) weeks in advance.
3. Save the Company **harmless** from any claim as a **result** of any Employees deductions **directed** to be made on behalf of the Union.

ARTICLE 5

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Operating Control**

- a) Subject to the terms of this agreement, the Management of the plant shall retain the direction of the working force, including the right to hire, suspend, or discharge for cause, to assign the jobs, to transfer Employees within the plant, to increase or decrease their working force, to determine the production to be handled produced or manufactured the schedules of production and the methods, processes and the means of production are vested exclusively in the Company provided that this will not be used to any purpose of discrimination against any Employees, or for the purpose of avoiding the effects of the provisions of this agreement.
- b) The Management reserves the right to determine and establish standards of performance for all machines and operations. Such standards shall be established on a basis of fairness and equity consistent with quality of workmanship, reasonable productivity of experienced and capable Employees, and the reasonable productive capacities of equipment.

**Co-operation**

- a) The Union agrees to assist the Company in every way possible in maintaining friendly and harmonious relations between the Company and it's **Employees** and between the Employees themselves.
- b) The Union will assist the Company in it's operations, endeavouring to reduce the cost of it's manufacturing, improve the quality of the products, reduce absenteeism, reduce the complaints on products, and to co-operate on all branches of manufacture and generally assist the Company to produce satisfactory products.
- c) The Company will assume responsibility for the proper maintenance of the equipment and the Employees will assume responsibility for the equipment being given proper care.
- d) **The** Company agrees to provide for continuous work if at all possible, to provide proper working conditions, to co-operate with Employees and the Union as much as possible, and endeavour to maintain friendly relationships and to see that Employees are fairly and justly treated in all cases.
- e) The Company agrees to meet to inform the Union at least thirty (30) days in advance of any changes in job content that could **affect** the work force.
- f) In the wording of this agreement the male gender will be considered to include the female gender except where the context of the language indicates that this should not **be** the case.
- g) The Company agrees to post current provincial non **discrimination** legislation on the bulletin boards.

ARTICLE 6

**HOURS OF WORK**

- a) Shift hours of work will be as follows:

Days	7:00 a.m. to 3:00 p.m.
Afternoons	3:00 <b>p.m.</b> to 11:00 p.m.
Nights	11:00 p.m. to 7:00 a.m.
- b) A 20 minute lunch break will be provided each shift. In line operations will stagger lunch breaks to maintain equipment in operation except when it is more efficient not to stagger lunch **breaks**, for example during breakdowns.

- c) A 10 minute paid break will be provided during each 1/2 shift for employees on 3 shift, 5 day operations.
- d) The regular work week for other than 7 day operations will be Monday to Friday, 8 hours per day, for a total of 40 hours per week.
- e) The above times of starting and stopping shift hours and of break periods, may be changed at any time with mutual consent between the Company and the Union Committee
- f) Work schedules for the following week shall be posted not later than the end of the day shift Wednesday.

ARTICLE 7

**OVERTIME**

**Section 1 - Definition of Regular Straight Time Hourly Rate**

The regular straight time hourly rate means an Employee's straight time hourly rate and does not include any shift, Lead Hand, Crew Co-ordinator, Job Instructor or any other premium.

The above definition does not exclude the Lead Hand, Crew Coordinator, and Job Instructor premiums from being paid on actual hours worked during overtime.

**Section 2 - Overtime Premium Pay**

a) Overtime at the rate of time and one half-

- i) for all work performed on Saturday
- ii) for all work in excess of the regular work week as defined in Article 6 of this agreement
- iii) for all hours worked outside of the regular starting and stopping time-s as defined in Article 6

b) Overtime at the rate of double time will be paid for all work performed on Sundays and paid holidays. However, should work be scheduled for Saturday but performed on a Sunday or a paid holiday at the request of the Employee, the rate of pay will be calculated as if the day worked was a Saturday.

**Section 3 - No Duplication of Overtime Pay**

Payment of overtime rates shall not be pyramided.

**Section 4 - Relief Periods**

A relief period of ten minutes will be allowed prior to commencement of any overtime which will extend two hours or more beyond the Employee's regular shift. In addition, such regular break periods as occur during the overtime hours may be observed. Those Employees engaged in continuous operations will be expected to take their breaks in the normal manner.

**Section 5 - Shift Change**

Any employee required to change shifts once the work schedule has started shall be given 24 hours notice of the shift change. 24 hours notice shall be defined as being 24 hours prior to the beginning of the new shift assignment. In the absence of notification above, overtime provisions shall apply for that shift.

## **Section 6 - Overtime Distribution**

Insofar as possible, the Company will give as much advance **notice** of overtime work, Any overtime work, including work during a **paid** holiday as per this agreement, will be on a voluntary basis and will **be** distributed as equitably as practical among the Employees who normally perform the required jobs, and in accordance with the overtime assignment rules agreed to by the Company and the Union. To ensure equitable distribution of overtime **hours**, a tabulation will be kept for each Employee, and rejections of overtime by an Employee will be included in the tabulation. This tabulation will be made available to the Union on a monthly basis, The tabulation will revert to zero at the calendar year end. However, if there are not enough qualified people to do the **necessary** work, the Company will have the right to choose or name the Employees in reverse order of seniority and those chosen cannot refuse unless for just cause and in such case the Company shall select those necessary **and** those chosen must do the required work. Refer to Mutual Letter of Agreement on Criteria for Overtime, Letter B.

## **ARTICLE 8**

### **WAGES**

#### **Section 1 -Wage Rate-s**

Wage rates as indicated in the attached appendix "A" shall constitute and form part of this Agreement.

#### **Section 2 - Rate Changes**

The **rates** on new job(s) shall be determined by negotiations between the Union and the Company, and when agreed to, the rate will be retroactive to the date of the change, Thirty (30) days notice will **be** given before any changes are made.

#### **Section 3 - Rates for Lead hands, Crew Co-ordinators and Job Instructors**

- a) Lead Hand shall be paid a premium of \$1.00 per hour over the highest rate of their L.O.P.
- b) Crew Co-ordinator shall be paid a premium of \$1.00 per hour over his regular rate while so acting.
- c) Employees classed as Instructors shall be given a premium of 25 cents over the Employee's current hourly rate for the actual hours that the Employee is assigned as an Instructor to a trainee.
- d) The appointment of Lead Hands, temporary replacements for salaried supervisors and Crew Co-ordinators shall be at the discretion of the Company.

#### **Section 4 - Shift Premiums**

- a) A shift premium of 44 cents (year 3 - 46 cents) will be paid to afternoon shift Employees for all hours designated for the afternoon shift per Article 6 - Hours of Work,
- b) A shift premium of 52 cents (year 3 - 54 cents) will be paid to night shift Employees for all hours designated for the night shift per Article' 6 - Hours of Work.

c) Premiums set out in (a) and (b) above shall not be paid on hours designated when such hours are worked as a result of mutually agreed upon change in the hours of starting and stopping a regular shift, or on hours which are part of the regular day shift for a day worked,

d) Shift premium shall not be paid for any hours which are being paid for at an overtime rate, unless a full overtime shift is worked.

#### **Section 5 - Call in Pay**

a) Employees may be called in for work not as part of their scheduled day or shift in cases of emergency or necessity

b) When Employees are called in for work which is not part of their regularly scheduled shift, they shall be paid at one-and-a-half times their straight time rate for the hours worked, or four (4) hours at straight time pay, whichever is greater.

c) When an Employee works overtime and he chooses to go home and return at some later time, then call-in pay will not apply. d) This clause does not apply to Employees called in one hour prior to their regular starting time.

#### **Section 6 - Starting and Stopping of Work**

a) Day workers shall be at their respective posts **ready** to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if an Employee's pay time is from 8:00 am. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.; he shall be at his post ready to work at 8:00 a.m. and 1:00 p.m. and shall not quit work until 12:00 noon and 5:00 p.m. with exception of the rest periods.

b) If for any reason such as breakdown of equipment, **unusual** business conditions, lack of some special equipment, or on unbalanced operations, certain portions of the Plant will operate on a **shift** basis whenever **necessary**. If a worker is unavoidably prevented from reporting, he must give notice to a foreman or superintendent at least two (2) hours before his shift goes on duty, except day shift workers who will be expected to call before the start of their shift.

c) In cases where an individual's replacement from the oncoming shift is late, the outgoing Employees are expected to cooperate in keeping the equipment operating **until** their replacement arrives. Any overtime obtained under these circumstances should be approved by obtaining a Supervisor's signature on the time card.

d) In cases of shutdowns and startups, **irrespective** of equipment operated or shutdown the **shift** rotation schedule in effect prior to the shutdown will continue unaltered as though days of shutdown had been worked.

#### **Section 7 - Reporting for Work**

An Employee who reports for work at the beginning of his scheduled shift **and** finds that his work schedule has been changed and he has not been notified of such change shall be given an opportunity of performing four (4) (6 hours for a person on 12 hour shifts) hours work as directed. If no work is available he shall be paid an equivalent of four (4) hours (6 hours for a person on 12 hour shifts) pay.

#### **Section 8 - Rate Progression Step**

In this agreement, the word 'month' will refer to one hundred and sixty (160) hours of time credits. Where an Employee works overtime in their classification, overtime hours will also be counted as time spent on the job towards the next progression step.



ARTICLE 9

**PAID HOLIDAYS**

**Section 1 - Eligibility for Payment**

When any of the following holidays occur on a standard work day on which the Employees would otherwise have worked, the Company will pay each eligible Employee his payroll rate for the number of straight time hours the Employee would otherwise have worked on such paid holiday without requiring the Employee to render service during the period observed.

An Employee is eligible for this payment who has completed his period of probation with the Company, and has worked his regular scheduled shift upon the last working day preceding such a holiday and his regular scheduled shift upon the first working day succeeding such a holiday. However, payment for this holiday will be made if the Employee worked sometime within sixty (60) days prior to the holiday(s) but is absent on the above days due to death in the immediate family, or has obtained prior written permission from the Management to be absent on those days. The Company will pay the difference between the regular statutory holiday pay and the Weekly Indemnity payment for the statutory holiday if the absence on the holiday(s) was due to a verified illness (i.e.: Employee on Weekly Indemnity benefits), providing the entire duration of illness has not exceeded sixty (60) days at the time of the paid holiday.

**Section 2 - Employee on Lay-Off**

If a holiday occurs during the period when an Employee, who otherwise is eligible for holiday pay, is laid off, he shall receive pay for such holiday when he returns to work providing the entire duration of his lay-off has not exceeded thirty (30) working days.

**Section 3 - Holidays During Vacation**

If a paid holiday occurs during an Employee's vacation, he shall receive an additional days vacation with pay to be taken at a date mutually satisfactory to the Employee and management during the current vacation year.

**Section 4 - Pay for Holidays Worked**

Employees requested and willing to work on any paid holidays shall be paid at the rate of double-time for all hours worked plus holiday pay as per Section 1 of this Article.

**Section 5 - Paid Holidays**

The following shall be recognized as paid holidays:

	<u>Year 1</u> <u>1997</u>	<u>Year 2</u> <u>1998</u>	<u>Year 3</u> <u>1999</u>
Good Friday	Mar, 28	Apr. 3	Apr. 2
Victoria Day	May 19	May 18	May 24
Canada Day	June 30	July 3	July 2
Civic Holiday	Aug. 4	Aug. 3	Aug. 2
Labour Day	Sept. 1	Sept. 7	Sept. 6
Thanksgiving Day	Oct.13	Oct. 12	Oct. 11
Christmas Eve Day	Dec. 24	Dec 24	Dec. 23
Christmas Day	Dec. 25	Dec. 25	Dec. 24
Boxing Day	Dec. 26	Dec. 23	Dec. 22
New Year's Eve Day	Dec. 31	Dec. 31	Dec. 30
New Year's Day	Jan 1/98	Jan1/99	Dec. 31
Heritage Day		-Third Monday in February-	

ARTICLE 10

VACATIONS

**Section 1 - Vacation Entitlement**

Vacation periods are figured from May 1st to April 30th. Employees are entitled to one of the following vacation periods with pay, depending on their length of service.

- a) Under one year's service as of April 30th; one (1) day of vacation for each 168 hours worked. (No half days awarded). Pay for this vacation will be four (4) percent of the Employee's gross earnings in the year preceding April 30th.
- b) All Employees with more than twelve (12) months service, but less than four (4) years of service at April 30th will receive two (2) weeks vacation time. Pay for this will constitute either eighty (80) hours of the Employee's rate or four (4) percent of the Employee's gross pay for the year preceding April 30th, whichever is the greater.
- c) All Employees with more than four (4) years service but less than nine (9) years of service at April 30th, will receive three (3) weeks vacation time. Pay for this will constitute either one hundred and twenty (120) hours at the Employee's regular rate or six (6) percent of the Employee's gross pay for the year preceding April 30th, whichever is the greater.
- d) All Employees with more than nine (9) years service but less than twenty (20) years at April 30th will receive four (4) weeks vacation time. Pay for this will constitute either one hundred and sixty (160) hours at the Employee's regular rate or eight (8) percent of the Employee's gross pay for the year preceding April 30th, whichever is the greater.
- e) All Employees with more than twenty (20) years service but less than twenty-seven (27) years at April 30th will receive five (5) weeks vacation time. Pay for this will constitute either two hundred (200) hours at the Employee's regular rate or ten (10) percent of the Employee's gross pay for the year preceding April 30th, whichever is the greater,
- f) All Employees with more than twenty-seven (27) years service at April 30th will receive six (6) weeks vacation time. Pay for this will constitute either two hundred and forty (240) hours at the Employee's regular rate or twelve (12) percent of the Employee's gross pay for the year preceding April 30th, whichever is the greater.

**Section 2 - Vacation Eligibility**

To be eligible for vacation, Employees must have been employed continuously and have worked at least 900 hours of the full time hours available on his job in the twelve (12) months immediately preceding the said May 1st. Employees will receive prior to going on vacation the amount of money due them for vacation pay, in addition to the regular pay which they are due to receive at the time the vacation starts.

Periods of disability as recognized by the Worker's Compensation Board shall be considered as hours worked but shall cease to accumulate towards vacation eligibility after one (1) years absence. Periods of absence as a result of non-occupational illness or accident, substantiated by a Doctor's certificate will be considered as hours worked but shall cease to accumulate towards vacation eligibility after six (6) months absence.

When Employees are off sick, their vacation schedule will be cancelled and rescheduled at a later date within the current vacation year. Vacation payments will be made not later than April 30th of the current vacation year.

**Section 3 - Vacation Administration**

The allotment of vacation time shall be at the discretion of the Management, but wherever possible, an Employee's wishes will be considered, and seniority will be the governing factor. Vacations must be taken in the vacation year and cannot be accumulated or advanced except by permission of Management.

The Plant will shut down for a two week period beginning at the end of shift #3 on the Friday two weeks prior to the annual Civic Holiday: and will recommence normal operations beginning with shift #1 immediately following the Civic Holiday.

In March of a given year, a posting will be made for a two week period requesting volunteers to run specified equipment during the shut down period. Prior to April 1, the volunteers will be confirmed and if openings exist, the most junior qualified employees will be appointed and immediately confirmed. Those employees so appointed will be offered an alternate two weeks in the July to August period if they wish. Vacation schedules will be determined in April, and are to be published prior to May 1st and no changes will be made tier this date unless mutually agreed to.

In order to facilitate the scheduling of vacations and operations throughout the summer months, Management can employ temporary help, Temporary help would only be used in the event that there are no Employees on lay off. Such temporary employees will not accumulate seniority or be eligible for benefit coverage.

The vacation shut down will not effect scheduling of the third, fourth, fifth and sixth weeks or the supplementary vacation that the Employees are entitled to.

**Section 4 - Supplementary Vacation**

An Employee who is eligible to receive vacation with pay, will receive beginning in the calendar year in which he will complete twenty-five (25) or more years of continuous employment and in which he will reach

60 years of age	-	1 week
61 years of age	-	2 weeks
62 years of age	-	3 weeks
63 years of age	-	4 weeks
64 years of age	-	5 weeks

in addition to his regular vacation entitlement.

**Section 5 - Outstanding Vacation**

We recognize that employees may not be able to use up all of their vacation time during a current vacation year because of absence from work due to industrial accident or illness.

In the event of this occurring, we agree to the following procedure.

1. A final vacation cheque for the current vacation year will be prepared with the payroll that coincides with the second last week of the current vacation year.
2. This cheque will be held by the Company; not given to the employee at the time of preparation, but in no case will this cheque be held beyond the vacation year.
3. When the employee is certified fit for "Return to Work", his/her vacation will be handled as follows:
  - A) Employees off work up to six (6) calendar months - vacation time will be taken prior to returning to work with vacation money paid at that time.

- B) Employees off work longer than six (6) calendar months -
- (1) may take or may waive any or all vacation time (subject to Employment Standards legislation). If waiver is approved by Employment Standards, the employee will receive his/her vacation pay and return to work, If the waiver is not approved by Employment Standards, the employee will receive his/her vacation pay and take vacation time.
  - (2) employees transferring from the Short Term Disability to Long Term Disability plans - employees will take vacation time and pay after Short Term Disability coverage is exhausted and prior to starting on Long Term Disability coverage.

## ARTICLE 11

### SENIORITY

#### Section 1 - Purpose

The purpose of the **seniority** provisions of this **article** is to provide the maximum job security and promotional opportunity for **all** Employees based on length of service while giving **full** consideration to Employee's skill and ability, and to efficient plant operations.

#### Section 2 - Computation

The seniority of **an** Employee shall be determined by his length of continuous service which shall be computed from the most recent date at which **he** shall have been employed by the Company.

#### Section 3 - Causes for Loss of Seniority and Continuous Service

An Employee will lose **all** seniority and continuous service if such service is interrupted for any of the **following** reasons:

- a) He quits his employment
  - b) He is discharged
  - c) He is absent for three (3) complete consecutive working day **shifts** (excluding Saturdays, Sundays and Holidays for 5 day shifts) unless excused for reasonable cause
  - d) He does not return to work within three complete (3) consecutive working day shifts (excluding Saturdays, Sundays and Holidays for 5 day **shifts**) after being **notified by** a registered letter addressed to the address last known to the Company.
- A copy of said letter to be given to the shop steward on day of mailing. The Employee can **be** excused if reasonable cause is shown.
- e) If he does not report for work upon expiration of an **authorized** leave of absence, unless excused for reasonable cause.
  - f) If he has been on lay-off for lack of work as follows:
    - i) More than twenty four months, for an Employee with two (2) years of service or more.
    - ii) For a period of either one year or length of service, whichever is the greater, when an Employee has less than two (2) years service.

#### **Section 4 - Seniority Lists**

The local Management will prepare accurate seniority lists and copies will be distributed to the Local Union on March 1 and September 1 each year. Employee's names will appear on the seniority lists in order of their seniority date. Where two (2) or more Employees have the same seniority date, their names will be placed on the list in alphabetical order.

#### **Section 5 - Transfers Outside the Bargaining Unit**

Any Employee(s) transferred by the Company to a position outside the bargaining unit shall maintain their seniority for a period of up to six (6) months for the purpose of transferring back into the bargaining unit. If such Employee(s) remain on the job outside-the bargaining unit for more than six (6) months, he will lose all length of continuous service in the bargaining unit.

Employees formally transferred outside the bargaining unit must pay all Union dues on a normal basis until such time as the transfer becomes permanent.

#### **Section 6 - Layoff and Recall**

In the event that it is necessary to lay Employees off, plantwide seniority shall apply; on recall, the reverse procedure will apply. However, the Company reserves the right to maintain at all time, crews capable of performing the jobs required.

Should a work interruption occur due to an Act of God (lightning, weather conditions, power ~~failure~~) incoming crews on the following two shifts may be rescheduled at no penalty to the Company.

#### **Section 7 - Notice of Layoff**

An Employee will be given three (3) calendar days notice of a layoff; if not so notified he will be paid three days pay. The Union President will be notified of any pending layoffs.

#### **Section 8 -Job Posting**

##### (a) Permanent Job Posting

When a permanent vacancy occurs in a department, the Company shall post on bulletin boards throughout the plant, within fifteen (15) days a notice concerning the bottom job in the department affected, Such posting shall be for a period of five (5) working days and the Company shall have the right to make a temporary appointment **without penalty**. Such temporary appointment shall not count as ~~experience~~ in the consideration of a selection. In selecting the Employee for permanent appointment, the Company shall take into consideration seniority and ability to ~~perform~~ the required task. Any Employee granted a posting may not post laterally or downward according to job classification within the next six (6) months.

Any Employee granted a posting may request to return to his previous job within sixty (60) working days. The Company will have the right to re-assign him to his previous job within sixty (60) working days for just cause. Employees on layoff will be notified by the Company of any job posting within the plant. Notice will be by regular mail sent on the first day of the posting.

(b) Temporary Job Posting

A temporary vacancy shall be posted if the Superintendent receives confirmation that the duration of the vacancy will exceed forty-five (45) working days. Such posting shall be for a period of five (5) working days and the Company shall have the right to make a temporary appointment without penalty. Such temporary appointment shall not count as experience in the consideration of a selection. In selecting the Employee for the temporary posting, the Company shall take into consideration seniority, and ability to perform the required task. The temporary posting automatically expires upon the return to work of the incumbent. No job seniority is accumulated during the duration of the temporary posting. The Employee awarded the temporary posting retains former job and line of progression seniority. Should the vacancy become permanent, the temporary posting expires, and a permanent job posting as in (a) above, shall be made.

ARTICLE 12

**GRIEVANCEPROCEDURE**

(a) "Grievance" means the difference or dispute between the Company and any employee(s) coming specifically under this collective agreement concerning the interpretation, application, or alleged violation of this agreement,

(b) Upon notification in writing by the local Union, the Company will recognize Employee Stewards, to a maximum of 5. A Steward will be allowed to process grievances within and for his department during working hours without lost time, provided that there is no interruption in the operation of the department. A Steward will not leave his regular duties without permission from his supervisor, and such permission shall not be unreasonably withheld.

(c) The Company will recognize a shop committee of three, elected by the Plant Membership from the employee group. Members of this committee will make themselves available to meet with management.

Union personnel described will be allowed time off to attend Stage 2 and Stage 3 grievance meetings.

The Grievance Committee consisting of three (3) members and if required, a representative of the National Union, shall represent the Employees of the Company in matters pertaining to this agreement.

No Employee will have a grievance until they have given their Supervisor an opportunity to adjust their complaint, except in cases of discharge, then the grievance goes directly to Stage 2. For Stage 1 of the Grievance Procedure noted below, the grieving Employee, together with their Steward, will meet with the Department Supervisor. For Stage 2, the Grievance Committee consisting of at least two members shall attend, For Stage 3, the Committee, plus the National Officer will meet with the Manufacturing Manager, Policy or group grievance will be submitted and dealt with at Stage 3.

Should any Employee or group of Employees feel that any of the provisions of this agreement have been violated, he or they shall have the right to process a grievance in writing. A grievance will not be considered after thirty (30) days from when the alleged grievance occurred. The following procedure will be followed. . .

Stage 1

To the Supervisor, who must give a decision within two (2) working days. If the decision is not satisfactory to the grievor, he may, within two (2) working days, refer his grievance to the Production Manager.

Stage 2

The Production Manager will give his decision within three (3) working days. If the problem is unresolved, it may be referred within five (5) working days.

**Stage 3**

To the Manufacturing Manager. If a solution at Stage 3 is still not found, the problem may be referred to arbitration. The Manufacturing Manager will give his decision within ten (10) working days from the date of any 3rd stage meeting. Notice of referral to arbitration must be given within ten (10) working days.

Should the Company have a grievance, the Company has the right to process the grievance starting at stage 2 of this Grievance Procedure.

Should the Company's grievance be a result of a customer complaint, the date upon which the complaint was received shall be considered as the date of the grievance.

The Arbitration Committee shall consist of one member chosen, by the Company, one member chosen by the Union and a Chairman agreed upon by the two members. If a Chairman cannot be agreed upon within ten (10) days, the Minister of Labour for the Province of Ontario, shall be asked to appoint a Chairman. A decision of the Arbitration Committee shall be final and binding on both parties.

In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified. Such decisions shall be final and binding on both parties to this Agreement.

It is agreed that each party shall pay the expense of their own nominee and shall each pay half of the expenses of the Chairman.

All time limits in this procedure can be extended by mutual agreement. However, both parties will seek convenient time for discussion, with operational needs a major factor in time selection.

Notwithstanding provisions which indicate a Board of Arbitration, the parties to the agreement may agree upon a single arbitrator and submit the grievance to that arbitrator for settlement. In this case all reference to the "Board" or "Chairman" of such board shall apply to such arbitrator.

## ARTICLE 13

### DISCHARGE AND DISCIPLINARY PROCEDURE

#### Section 1

- a) The Company shall have the right to discipline or discharge Employees for proper cause.
- b) Discharge may result from refusal to comply with Company rules, provided that such rules shall be posted in a conspicuous place where they may be read by all Employees, and further, that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement, and further provided that any existing or new rules or changes in rules may be the subject of discussion between the Union Standing Committee and the local Plant Manager, and in case of disagreement, the procedure for other grievances shall apply.
- c) When other penalties are necessary in administering plant discipline, the following shall apply.....
  - 1) Personal reprimand confirmed by letter to Employee and to Union.
  - 2) Suspension from work from one (1) day to two (2) weeks, according to the gravity of the offence and the previous record of the Employee over the past twelve (12) months.
  - 3) Dismissal from service. This penalty to be applied in case of flagrant or wilful violation of the rules of the Company, when upon thorough investigation, the Employee concerned is proved to be guilty.

d) When an Employee is called into the office for a disciplinary reprimand, he will be accompanied by the appropriate Union Steward or any available Union representative, who will bear witness only to the reprimand proceedings.

e) If upon investigation it is found that an Employee has been unjustly suspended or discharged, he shall be reinstated without loss of pay.

**Section 2 - Record of Penalty**

a) A complete record of each case of penalty imposed including suspensions and dismissals from the Company's service and penalties imposed on the same Employee will be kept by the Company in accordance with the following terms:

- i) A copy of such record will be provided to the Employee and to the local Union.
- ii) Twelve (12) months from the receipt of a warning and providing the Employee does not receive a notice for infringement during this twelve (12) month period, the warning notice shall be stricken from the Employee's record.
- iii) Eighteen (18) months from the receipt of a suspension and providing the Employee does not receive another suspension during this eighteen (18) month period, the suspension notice shall be stricken from the Employee's record for any infringement including that which would normally be cause for discharge.

b) This record shall consist of:

- Offence charged
- Management's report of the offence
- Disposition of the case

**Section 3 - Dismissal**

The following may be considered just causes for immediate dismissal:

1. Insubordination or disobedience
2. Dishonesty
3. Reporting for work under the influence of liquor or non-prescribed drugs, or bringing or consuming either on the premises
4. Removal or deliberate destruction of Company or other Employees' property
5. Deliberately punching another Employee's time card (i.e.: attempt to deceive)
6. Smoking in prohibited areas
7. Assault

**ARTICLE 14**

**PLANT RULES**

Rules and regulations shall be established for the common guidance of all Employees in the plant. These rules will be contained in an appendix to this agreement. Failure to abide by these rules will result in disciplinary action.

Rules and regulations may be modified including introduction of new rules and/or elimination of existing rules during the life of the present agreement by mutual agreement between the Company and the Union.

All questions or disputes regarding the application, interpretation and enforcement of Rules & Regulations as described above shall be subject to the provisions of the Grievance Procedure of the Agreement.



## ARTICLE 15

**LEAVE OF ABSENCE****Section 1 - Leave for Personal Reasons**

Leave of absence without pay for legitimate personal reasons may, at the discretion of Management, be granted without loss of seniority. Applications of more than one day shall be made in writing. Should an Employee require a leave of more than one day and due to unusual circumstances, not have time to request it in writing, he shall complete the leave of absence form on his return.

**Section 2 - Leave of Absence for Other than Personal Reasons**

Leave of absence will be granted on written requests to any Employee who has been elected or appointed to Union, Federal, Provincial or Civic Office, only for the term for which he has been elected or appointed. Employees who do not return to work within seven (7) days of the termination of such election or appointment, shall be considered as having terminated their employment.

**Section 3 - Bereavement Leave**

1) In case of death in the Employee's immediate family, the Employee shall be entitled to a paid leave of "X" days, excluding his regular day or days off. The "X" day leave shall be taken within a seven (7) calendar day period and one of the days will be the day of the funeral. If the funeral is held on Saturday or Sunday, then the "X" days may be taken during any "X" days immediately preceding or following the weekend in which the funeral was held. "X" will equal:

- five (5) for the wife, husband, mother, father, sons, daughters or stepchildren of the Employee. Stepchild must qualify as a dependant as per Employee TD 1.
- three (3) for the brothers (step), sisters(step), tither-in-law, mother-in-law, grandfather, grandmother, step-father, step-mother, son-in-law, daughter-in-law of the Employee.
- two (2) for the Employee's brother-in-law and sister-in-law  
Brother-in-law and sister-in-law is defined as spouses of the Employee's brother and sisters and the brothers and sisters of the Employees spouse.
- one (1) for the grandparents of the employee's spouse.

All relations of spouse in bereavement section to be based on current spouse only.

- 2) The Employee shall be paid eight (8) hours at his regular rate for each of the "X" days lost. Regular rate at straight time is understood to mean the rate the Employee would have received had he not been on funeral leave.
- 3) Paid funeral leave will only be paid if the Employee attends the funeral.
- 4) Bereavement leave will only be paid to Employees who have completed their probationary period.
- 5) All paid bereavement days must be days on which the Employee was scheduled to work. If an Employee off on vacation or paid holiday suffers a bereavement as per this article, they will be placed on bereavement leave and the affected days will be rescheduled.

6) Employees unable to attend the funeral will receive eight (8) hours pay.

**Section 4 - Leave for Jury or Subpoenaed Witness Duty**

Any permanent Employee who is required to perform jury duty or to serve as a subpoenaed witness, will be entitled to reimbursement at the straight time hourly rate of his regular job for the hours necessarily lost from work as a result of serving, provided however, that such reimbursement shall not exceed (8) hours (twelve (12) hours for those working 12 hour shifts) per day, or forty (40) hours (forty two (42) hours for those working 12 hour shifts) per week less pay received for jury duty. The Employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation and holiday pay but will not be counted as hours worked for the purpose of computing any overtime.

The Company recognizes the responsibility of its Employees to serve for jury duty when requested to do so. However, in unusual situations where leave for jury duty would create a serious hardship on the Company, permission to be excused may be requested by the Company.

In the event of an Employee being called for such service, but being excused therefrom on any given day or days, he shall be required to report to the Company and carry out such work as may be made available to him.

**Section 5 - Maternity Leave**

Leave of absence taken under this clause shall be granted in accordance with the Provincial Legislation as amended. With the exception that leave of absence will only be granted if the Employee has six months service with the Company prior to the start of her leave of absence

The Company will post on the Employees' bulletin board the most current legislation dealing with maternity leave.

**Section 6 - Union Conferences and Conventions**

An Employee elected or named by the Union to attend education sessions or to exercise other Union business, will be given, for this purpose, a leave of absence without pay for the required time. Such delegates cannot include more than (3) Employees, not more than two of whom shall be from the same department. The accumulated leave, excluding negotiations, will not exceed 20 working days per year per person and no single leave will be longer than two (2) weeks. Successful applicants to the Labour College of Canada will be granted the necessary time off.

ARTICLE 16

**SAFETY AND HEALTH**

**Section 1**

Every Employee is expected to be familiar with the plant safety rules and to see to the best of their ability that they work safely and with concern for accident prevention.

The Company, Union and Employees agree to abide by safety rules published and suggested by the Worker's Compensation Board, the Industrial Accident Prevention Association and the Ministry of Labour.

The Company agrees to provide the Union with a copy of all Form 7's submitted to the Workers Compensation Board.

Section 2

All hourly Employees will be required to wear safety shoes as a condition of employment. The Company will pay \$85 (year 2 - \$95) per pair up to a maximum of one pair per year for the initial or replacement cost of safety shoes.

The safety shoe allowance will be allowed once a year on a bona-fide purchase receipt for safety shoes. It will not be an automatic annual cash allowance. The anniversary date for subsequent allowance will be the calendar date of the initial purchase.

New Employees who purchase safety shoes will be reimbursed the safety shoe allowance on the next pay following the date the Employee completes his probationary period.

Where required, the additional cost of metatarsal protection guards will be at the Company's expense.

ARTICLE 17

**MEAL ALLOWANCE**

If an Employee works two hours before the starting time or beyond the stopping time of his scheduled shift, he shall receive a meal allowance of \$6.00 and one every four hours thereafter.

ARTICLE 18

**CHANGE OF WORK**

When an Employee temporarily changes from his regular job to a job paying a higher rate of pay, he shall start to receive the higher rate on the next full shift or on the next scheduled shift.

When an Employee temporarily changes from his regular job or a job paying a lower rate of pay, the Employee shall receive a reduction in pay after five (5) days, with the following provisions..

1. He shall retain his regular rate of pay for the balance of his daily shift.
2. After five (5) days he shall then take the rate for job being worked but if the rate reduction is more than ten (10) cents per hour, then he shall not have his rate reduced by more than ten (10) cents per hour.
3. At the end of ten (10) working days at the reduced rate, the Employee shall then take the rate for the job being worked, but his rate shall not be reduced below a further ten (10) cents; and no further reductions shall be made in the Employee's rate.

When an Employee returns to his regular job from a higher or lower rated temporary job, he shall start receiving his regular rate of pay immediately.

When an Employee temporarily changed from his regular job to a job paying a lower rate of pay, and such change is made at the request of the Company, the Employee shall retain his regular rate of pay during such temporary change.

ARTICLE 19

**BULLETIN BOARDS**

The Company will furnish the Union with a bulletin board in the plant. The Union will use this space for posting Union notices and official papers. Notices will be posted only by officially authorized Union representatives and will be in keeping with the spirit and intent of this agreement.

ARTICLE 20

**COPIES OF AGREEMENT**

The Company, the local Management and the Union want every Employee to be familiar with the provisions of this agreement and his rights and duties under it. For this reason, the Company will print the agreement and the local Management will give a copy to each Employee, and make a reasonable number of copies available to the Union for their use.

Copies of the Agreement will be provided no later than ninety (90) days after the date of ratification.

ARTICLE 21

**NON-EMPLOYEE UNION REPRESENTATIVES**

If an authorized Union representative who is not employed by the Company wants to speak to a local Union representative in the plant about a grievance or other official Union business, he should request permission to do so from the Plant manager or his designate, explaining the purpose of his visit

ARTICLE 22

**BENEFIT PLANS**

**Section 1 - Group Life Insurance**

The Company will pay premiums for both term life, and accidental death and dismemberment insurance coverage's to a level of \$50,000 each.

Life insurance premiums and insurance coverage cease when an Employee is terminated, laid off, or retires. In cases of illness or injury causing absence from work, coverage will continue until the earlier of death, retirement, or cessation of disability payments (LTD and compensation).

**Section 2 -Weekly Indemnity Insurance**

The weekly indemnity insurance plan to cover the loss of income when Employees are disabled and unable to work due to sickness or non-occupational accident will be as follows:

Payment - to be 66 2/3% of the employee's regular straight time hourly pay for time lost due to above causes, to the maximum of \$460.00 per week (year 3 - \$475.00) for up to a 52 week period. Employees must be under the care of a physician for the period to be covered (medical certificate presented). In cases of psychological illnesses, a medical certificate from an appropriate specialist will be required.

Coverage - first working day coverage for non-occupational accident or hospitalization. Fourth working day coverage for illness.

Coverage will cease if an Employee voluntarily quits, is terminated, is on lay-off, extended leave of absence, or retires. Life, health and dental premiums will continue to be covered during the period of weekly indemnity so that Employees may make claims during this period.

Premiums - Company to pay 100% of premium costs. Any U.I.C. rebate will belong in full to the Company.

Eligibility - 1st of the month following completion of the probationary period.

### **Section 3 - Hospital Medical Coverage**

OHIP and semi-private hospitalization - The Company will provide for the term of this agreement standard OHIP with semi-private coverage for all Employees who complete their probationary period. The 100% payment of premiums will commence on the first regular monthly billing date following the completion of the Employees probationary period.

### **Section 4 - Extended Health Plan**

The Company will provide for the term of this agreement an extended health plan with a \$20.00/\$40.00 deductible clause for all insured services including prescription drugs. The Company will pay 100% of the premium costs of this plan and the Employees will be covered on the first day of the month following the completion of their probationary period.

Major medical coverage to continue for employees on lay off for a period of two months following the month of layoff,

### **Section 5 - LTD Plan**

The Company will provide at no cost to Employees a long term disability plan which will take effect when an Employee has exhausted his coverage under the weekly indemnity insurance plan. A copy of the master policy will be made available to the Union.

Benefits are paid from the point at which weekly indemnity benefits cease, should the same non-occupational accident or illness continue. Monthly benefit level will be 60% of the regular hourly rate at the date when indemnity payments commenced, calculated as follows:

- hourly rate x 2080 divided by 12 to a maximum of \$2,100 for life of this contract.

Employees eligible for disability payments from government programs, which may reduce the level of L.T.D. coverage, must apply for these benefits.

Life insurance premiums only will continue to be covered during the period of L.T.D. Employees who wish further coverage may purchase extended health and hospital coverage by paying the premiums monthly in advance.

### **Section 6 - Dental Plan**

The Company will provide a dental plan

All active seniority Employees will be covered on the effective date of the plan. All probationers or new Employees will be eligible on the 1st of the month following completion of 6 months service.

Benefits will be 100% coverage for all routine preventative diagnostic and **restorative** treatments, and 50% for major restorative treatments, based on the following Provincial Dental Association schedule of fees to a maximum annual reimbursement of \$1,700 per Person. In 1997 benefits will **be** based on the 1996 O.D.A. schedule of fees. In 1998 benefits will be based on the 1997 O.D.A. schedule of fees. In 1999 benefits will be **based** on the 1998 O.D.A. schedule of fees

Coverage is for the **p**eriod only when the Employee is actively at work. However, coverage will continue during absences while on weekly indemnity or Worker's Compensation to a maximum of one (1) year.

#### **Section 7 - Vision Care**

The Company will provide a vision care benefit of \$125 every 24 months per Employee and their dependent(s) for the purchase of prescription eyewear, to include **frames**, lenses and contact lenses.

#### **Section 8 - Pension Plan**

The Pension Plan For Hourly **Employees** of **Bonar** Inc. shall be made available to **employees** within the bargaining unit. Details of the Pension plan are contained in the formal text filed with the Pension commission of Ontario.

### ARTICLE 23

#### **CLOTHING**

The Company will supply clean shirts and pants or coveralls to: press crews, sewn **bottomer** operators, maintenance crews, slitter laminator and helper. 404 Tuber crews, **bottomer** operators and **bottomer 2nd** persons will **be** given access to coveralls for the weekly cleanup.

### ARTICLE 24

#### **AUTOMATION AND TECHNOLOGICAL CHANGE**

(a) Technological change shall include automation, **mechanization**, the introduction of equipment, or a change in the operation that is directly related to the introduction of that equipment

In view of the interest and concern by the parties to this agreement in the impact on manpower and condition of employment resulting **from** competitive automation in the converting industry, it is agreed that the parties in this plant **utilize** all scientific developments to the best advantage of the Company and its Employees, in the interest of reducing costs and keeping the Company competitive in its field of operation.

(b) The Company and Union Standing committee will constitute a joint committee on automation. It shall be the function of this committee to study the effect of automation on employment in this plant generated by introduction of new machinery and/or modification of old machinery to ensure that the interests of the Company and employees are mutually protected.

(c) The joint committee will discuss as follows any significant changes in the employment status of permanent Employees if such changes are due to the introduction of automation.

- 1) In the event termination is necessary, crews will be reduced in accordance with the Seniority Section of the Agreement including those who have recall rights.

- 2) An Employee who is set back to a lower paid job because of automation will receive the rate of his regular job at time of setback for a period of three months and for a further period of three months will be paid an adjusted rate which will be midway between the rate of his regular job at the time of setback and the base rate. At the end of this six month period, the regular rate of his new job or jobs will apply. However, such Employee will have the option of terminating his employment and accepting severance pay as outlined in following subsection (3) below provided he exercises this option within three months.
- 3) An Employee with five (5) or more years of continuous service and whose permanent job has been automated and eliminated and for whom no other work is available will, upon termination receive a severance allowance of one week's pay for each year of employment computed on the basis of forty (40) straight time hours at the Employees regular rate. The maximum severance allowance payable is twenty-six (26) weeks pay. Such Employees for whom no employment is available will be given at least thirty (30) calendar days notice of separation.
- 4) When an Employee is terminated as a direct result of automation, Management will, when requested, assist the Union in communicating with Canada Manpower to advise them of the suitability of the former Employee for retraining and relocation in another job and request that they use their facilities for that purpose.



ARTICLE 25

DURATION OF AGREEMENT

The parties hereto agree that this Agreement shall be effective from January 1 1997 to December 31 1999 and thereafter from year to year unless notice of desire to amend or terminate the agreement is given by either party to the other party within a period of not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expire date of the agreement . If notice of desire to amend or terminate the agreement is given by either party, then the parties agree to meet for the purposes of negotiations within fifteen (15) days after the giving of such notice, if requested to do so.

IN WITNESS WHEREOF, we the undersigned have, as the accredited representatives of respective parties to this Agreement, hereunto set our signatures this \_\_\_ day of \_\_\_\_\_ 1996.

BONAR INC  
PAPER DIVISION  
BURLINGTON, ONTARIO

COMMUNICATION ENERGY AND PAPERWORKERS UNION  
LOCAL 1178



**MAINTENANCE CLASSES ARE DEFINED AS FOLLOWS:****Fourth Class**

The starting rate in the maintenance department. This is a probationary and learning period. A good knowledge of hand tools must be exhibited and mechanical aptitude should be **evident within the first month**.

The length of time in this class should not exceed six months unless extenuating circumstances have been discussed with the Supervisor.

Type of work - routine jobs such as cleaning and lubricating under the direction of the lead hand. Assisting senior persons on larger jobs.

**Third Class**

To obtain this rate the Employee **must be able** to handle the routine jobs as assigned without direct supervision. He must have a good mechanical maintenance knowledge of the smaller pieces of equipment and lift trucks. He **must be working** to learn gas and electric welding. The length of time in this class **should be six to twelve months**.

Type of work.

- routine jobs-without supervision.
- gas or electric welding under supervision.
- repairs to smaller pieces of equipment subject to approval of maintenance supervisor.
- assisting senior men on major repairs or maintenance programs.

**Second Class**

To obtain this rate the Employee must be able to gas or electric weld proficiently. He must be able to perform any required mechanical maintenance to all equipment and lift trucks. He **must be working to become** proficient in both types of welding and the utilization of each. The length of time in this class should be six to twelve months.

Type of work.

- routine jobs without supervision.
- gas or electric welding under supervision.
- repairs to all equipment, subject to approval of maintenance supervisor.
- working on PM program without direct supervision.
- able to work shift exhibiting a good judgement on repairs.

**First Class**

To obtain this rate the Employee must be able to weld with gas or electric with equal proficiency, and know where each is used with what type of rods. He must be able to perform any required mechanical repair, and do PM work without direct supervision. All classes must exhibit safe working habits at all times in all areas of the plant.

**CREW CO-ORDINATOR**

**Definition:**

1. An individual who performs the listed primary duties in addition to his/her usual job duties.
2. An individual who is appointed to or declassified from Crew Co-ordinator status at the discretion of the Company.


**Primary Duties:**

1. An individual who will:
  - (a) Open and/or close the Employee Entrance door and/or see to the security of the Plant.
  - (b) Turn off/on services - lights, air compressor, etc.
  - (c) Answer the telephone - receiving and relaying messages and notify supervisor of unscheduled absences where absenteeism will affect scheduled production.
  - (d) Act in the event of emergency as follows:
    1. Personal Injury - Should any employee in the Plant be injured, the individual will render all possible assistance to the extent of administering First Aid and/or summoning Management or other assistance,
    2. Fire, Flood, Power Failure. or other Emergency - Should any emergency situation arise, the individual will act to direct all other employees, taking action to ensure their safety, and whatever other action is necessary, including summoning Management or other assistance, to minimize damage to machines, supplies and building.

Premium, as stipulated in Article 8, Section 3(B) of Collective Agreement, The rate will apply so long as the individual is classified as Crew Co-ordinator and is fulfilling the job,

## APPENDIX 'A'

## SCHEDULE OF WAGES

Effective		Jan 1 1997	Jan 1 1998	Jan 1 1999
Class 1				
	<b>General Labour</b>			
	<b>Re-Inspectors</b>			
	Group			
	B. Starting Rate	15.67	15.98	16.38
	A. After 3 month on the job	15.94	16.26	16.67
Class 2				
	(applicable after 3 months at Class 1 rate)			
	<b>Job 3 - Sewing Machine Feeders &amp; Offbearers,</b>			
	B. Starting Rate	16.42	16.75	17.17
	A. After 6 months on the job	17.48	17.83	18.28
	<b>Job 4 - 503, 522, 524 &amp; 506 Offbearers</b>			
	<b>Bottomer Offbearers</b>			
	<b>Automatic Sewer Offbearers</b>			
	<b>Pinch Bottomer Offbearer</b>			
	B. Starting Rate	16.51	16.84	17.26
	A. After 6 months on the job	17.48	17.83	18.28
Class 3				
	<b>Job 6 - ^522, 524 2nd Persons</b>			
	B. Starting Rate	16.51	16.84	17.26
	A. After 6 months on the job	17.65	18.00	18.45
	^(applicable after 3 months at Class 1 rate)			
	(Note: team concept to continue)			
Class 4				
	<b>Warehouse Person Paper Storage</b>			
	<b>Shipping and Receiving Helper</b>			
	<b>Waste Control</b>			
	<b>Pallet Press Operator</b>			
	Group			
	B. Starting Rate	17.07	17.41	17.85
	A. After 6 months on the job	17.58	17.93	18.38

<b>Effective</b>	<b>Jan 1 1997</b>	<b>Jan 1 1998</b>	<b>Jan 1 1999</b>
. Class 5			
<b>Mine Offbearer</b>			
<b>404, 405 &amp; 406 Tuber Offbearers</b>			
<b>Trainee Machine Operator</b>			
(Applies to Trainee working with experienced operator. Any time spent on the job as a trainee will be credited towards the 6 mth operator rate).			
Group -			
A. Rate	17.65	18.00	18.45
Class 6			
<b>Assistant Inline Operator</b>			
Group			
B. Starting Rate	18.17	18.53	18.99
A. after 12 months on the job	18.76	19.14	19.62
<b>++406 Tuber Operator</b>			
Group			
A. Rate	18.92	19.30	19.78
<b>522, 524 -Pinch Bottomer Operators</b>			
Group			
D. Starting Rate	17.82	18.18	18.63
C. After 6 months on the job	18.17	18.53	18.99
B. After 12 months on the job	18.48	18.85	19.32
A. After 18 months on the job	18.76	19.14	19.62
<b>Slitter/Laminator Operator</b>			
Group			
B. Starting Rate	17.63	17.98	18.43
A. After 6 months on the job	18.25	18.62	19.09
Class 7			
<b>Assistant Shipper/Receiver</b>			
Group			
C. Starting Rate	17.73	18.08	18.53
B. After 6 months on the job	18.05	18.41	18.87
A. After 12 months on the job	18.31	18.68	19.15
Class 7A			
<b>Shipper/Receiver (one only)</b>			
Group			
A. After 12 months on the job iii Class 7	18.77	19.15	19.63

<b>Effective</b>	<b>Jan 1 1997</b>	<b>Jan 1 1998</b>	<b>Jan 1 1999</b>
Class 8A			
<b>Sewing Machine Adjuster</b>			
Group			
D. Starting Rate	17.96	18.32	18.78
C. After 6 months on the job	18.17	18.53	18.99
B. After 12 month on the job	18.39	18.76	19.23
A. After 18 month on the job	18.66	19.03	19.51
Class 9			
<b>+Mounter/Proofer</b>			
Group			
A. Rate	18.81	19.19	19.67
A.A. Rate after 18 months on the job and with ability to mount 4 colour process plates	19.54	19.93	20.43
Class 10A			
<b>2 Colour Press Operator</b>			
Group			
D. Starting Rate	18.17	18.53	18.99
C. After 6 months on the job	18.34	18.71	19.18
B. After 12 months on the job	18.65	19.02	19.50
A. After 18 months-on the job	18.87	19.25	19.73
Class 10B			
<b>4 Colour Press Operator</b>			
Group			
D. Starting Rate	18.20	18.56	19.02
C. After 6 months on the job	18.39	18.76	19.23
B. After 12 months on the job	18.68	19.05	19.53
A. After 18 months on the job	18.90	19.28	19.76
AA. After 18 months on the job and printing solvent FLEXO	19.36	19.75	20.24
Class 11			
<b>Plate Assembler</b>			
Capable of storage and retrieval of plates proofs, artwork & films, records, plate repair layouts, plate assembly			
	18.23	18.59	19.05
Plate Maker			
Capable of above plus vulcanizing, capable of making photopolymer plates			
	19.07	19.45	19.94
<b>Mechanical Artist</b>			
Capable of above work plus black and white artwork and filmwork, operating typesetting equipment, operating camera equipment			
	19.57	19.96	20.46

Effective		Jan 1 1997	Jan 1 1998	Jan 1 19990
Class 11A				
	<b>Design Artist</b>			
	(one only) Capable of above plus Original Creative Art Group			
	A. Rate	19.78	20.18	20.68
* Class 12				
	<b>6 &amp; 4 Colour Press 2nd Person</b>			
	Group			
	A. Rate	18.18	18.54	19.00
	<b>Inline 2nd Person</b>			
	<b>Stepped-End Tuber &amp; Bottomer</b>			
	<b>2nd Person</b>			
	Group			
	A. Rate	18.06	18.42	18.88
Class 12A				
	<b>Stepped-End Tuber</b>			
	<b>&amp; Bottomer Operators</b>			
	Group			
	E. Starting Rate	18.17	18.53	18.99
	D. After 6 months on the job	18.39	18.76	19.23
	C. After 12 months on the job	18.66	19.03	19.51
	B. After 18 months on the job	18.89	19.27	19.75
	A. After 24 months on the job	19.09	19.47	19.96
	AA. After 24 months on the job & operating #405,#404 Tuber or 503, 506 Bottomer	19.39	19.78	20.27
Class 13				
	<b>6 Colour Press Operators</b>			
	Group			
	E. Starting Rate	18.39	18.76	19.23
	D. After 6 months on the job	18.68	19.05	19.53
	C. After 12 months on the job	18.90	19.28	19.76
	B. After 18 months on the job	19.11	19.49	19.98
	A. After 24 months on the job	19.36	19.75	20.24
	AA. After 24 months on the job & operating #212 Press	19.69	20.08	20.58
Class 13A				
	<b>+Inline Operator</b>			
	Group			
	C. Class	18.66	19.03	19.51
	B. Class	19.40	19.79	20.28
	A. Class	20.12	20.52	21.03

Effective		Jan 1 1997	Jan 1 1998	Jan 1 1999
Class 14				
	<b>Maintenance</b>			
	Group			
	D. Class	18.67	19.04	19.52
	C. Class	18.95	19.33	19.81
	B. Class	19.20	19.58	20.07
	A. Class	20.10	20.50	21.01

(C.I.M. is a requirement and provincially certified person may be required (diploma D.E.P.Quebec). Current persons working on C.I.M. accommodated).

+NOTE -The parties will continue to require at least one employee capable of mounting and Proofing 4 colour process work. Mounter proofers at 26 April 1989 will be accorded the right to refuse any permanent upward movement in the line of progression, however, once a permanent move up is accepted, no further right to refuse will be provided, Mounter proofers will make themselves available to assist the operator of the 232 Press as required when the nature of the job or task being performed requires more than one person to complete the job (i.e. changing cylinders, loading and unloading winding stands, threading web and changing anilox rolls).

++NOTE - When operating the 406 Tuber there will be one operator, one offbearer and a shared backtender (2nd person). In the event that neither the 404 or 405 Tuber is running, a backtender (2nd person) will be assigned by their supervisor for the shift. It is **recognized** that any future technological changes may affect the manning requirements and management reserves the right to make such changes as may be necessary. 404 and 405 backtenders (2nd persons) will receive an additional 22 cents per hour when acting as a backtender on the 406, in addition to their normal duties on the 404 and 405.

\* NOTE - \*Time spent on this rate will count towards a maximum accumulation of six months time credits in the Operator Classification when moving up to an operator position, No employee will be expected to move to Operator without training if they have less than 6 months on the job as a 2nd Person. 2nd Person with over 6 months time credits will be required to fill in for the Operator during his absences. When more than one 2nd Person is available and time permits, seniority will govern.

**+Inline Operator:**

Class C - this rate is achieved by demonstrating ability to set up and operate equipment to handle all types of bags at production speeds, consistently meeting quality standards on the bottoming section of the equipment

Class B - this rate is achieved by demonstrating ability to set up and operate equipment to handle all types of bags at production speeds, consistently meeting quality standards on both bottoming and tubing sections of the equipment

Class A - this rate is achieved by demonstrating ability to set up **and** operate equipment to handle all types of bags at production level speeds, consistently meeting quality and efficiency standards, able to troubleshoot and quickly determine corrective action to improve production and quality and minimize downtime. Operators will be expected to demonstrate this ability during a 12 month period as a Class B operator.

An employee in the "Assistant Inline Operator" category may qualify as a Class C or B Inline Operator. **and** would therefore receive the applicable Class C or B rate when acting as "Inline Operator".

## COST OF LIVING ALLOWANCE

### Section 1

Each Employee covered by this Labour Agreement shall receive a cents per hour Cost of Living Allowance (COLA) in addition to his hourly wage rate in accordance with sections 3 and 4 below.

### Section 2

The Cost of Living Allowance shall be determined in accordance with changes in the official Consumer Price Index for Canada (all items), published by Statistics Canada (1961 = 100) and hereafter referred to as the Statistics Canada Consumer Price Index

### Section 3

There will be no COLA during the term of this Agreement.

### Section 4

The amount of Cost of Living Allowance will be equal to one cent (.01) for each 0.35 point rise in the Statistics Canada Consumer Price index, as determined by the preceding calculations, counting as a full cent any fraction in excess of one-half cent (0.5).

### Section 5

In the event that the Statistics Canada Consumer Price Index declines, only the Cost of Living Allowance will be subject to reduction. In no event will a decline in the Statistics Canada Consumer Price Index below the figure for March 1992 provide the basis for a reduction in the wage scale by job classification.

### Section 6

The amount of any Cost of Living Allowance in effect at the time will only be paid for all hours actually worked on and after July 1992 and shall be included in the calculations of pay for Statutory Holidays, annual vacation, supplementary vacation and allowance for failure to provide work. The Cost of Living Allowance shall not be used in computing overtime premium or in the calculation of any other pay, allowance or benefit. (No COLA during the term of the Agreement).

### Section 7

In the event that Statistics Canada does not issue the Consumer Price Index on or before the beginning of the periods referred to above, any adjustments required will be made at the beginning of the first pay period after publication of the Consumer Price Index. In the event a retroactive adjustment is made by Statistics Canada to the Consumer Price Index the paid allowance to Employees will not be adjusted retroactively.

### Section 8

The continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the Index. If the Consumer Price Index is not available, Statistics Canada will be asked to make available a monthly Consumer Price Index in the present form and calculated on the same basis.

### Section 9

The COLA adjustments made on the first day of July 1992, October 1992 and January 1993, will be incorporated into the base wage rate on April 1 1993 and the total of these adjustments will not exceed seventy (70) cents per hour.



**APPENDIX "B"****PLANT RULES****Section 1 - Safety**

The Company recognizes that the safety of its Employees is of great interest to it, ranking in importance with production, quality and costs. The Company recognizes Management's responsibility in providing the safest possible working conditions for its Employees, but to be effective, responsibility for safety must be accepted by EVERYONE within the Company by Management, staff and by the entire working force.

The Company has found that the best way to do a job is the safe way, that efficiency and safety are equally dependent on planned and organized work methods. There is no urgency that prevents our taking the time to perform our work safely.

The following safety rules are designed to maintain a safe working environment and shall be adhered to by all:

1. A First Aid Room is provided and adequate supplies are available for the benefit and protection of all Employees. Employees are cautioned against improper use of these facilities.
2. Employees are not expected to do dangerous work and may refuse to do so. They must **familiarize** themselves with their duties and any hazards involved.
3. All accidents must be reported at once to the Supervisor or Superintendent. All injured Employees must be looked after immediately.
4. Employees must report immediately to the Supervisor or Superintendent any dangerous defects in machinery or methods and must not work on the job until the dangerous condition has been corrected.
5. Employees must familiarize themselves with locations of emergency exits and fire extinguishers. Any use of a fire extinguisher or any accident which might impair its efficiency must be reported immediately to the Supervisor or Superintendent. EMERGENCY EXITS, STAIRWAYS, MARKED AISLES AND ACCESS TO FIRE EXTINGUISHERS MUST BE KEPT CLEAR AT ALL TIMES.
6. In order to protect the health of all Employees, any Employee with an infectious disease shall be suspended from work until he presents a clear doctor's certificate.
7. Established safety guards must be in position and operative while equipment is manned for the purpose of producing product.
8. Maintenance staff must always replace guards when removed for maintenance work.
9. All scrap must be placed in proper containers provided for this purpose. Good housekeeping is important in ensuring safety of operations.
10. All Employees working on moving machinery must not wear clothing that can be readily entangled therein.
11. Safety shoes will be worn as per procedure laid down and Employees may familiarize themselves by seeing the Plant Superintendent.
12. Employees with long hair must wear an approved hair net in an approved manner in plant working areas (annual free issue by Company).
13. Safety helmets shall be worn by all persons working in areas in danger of falling objects.

14. All cleaning solvents and volatile liquids shall be kept in, and dispensed from approved safety containers.
15. Soiled wipers shall be placed in approved safety receptacles.
16. Hoisting, or lifting devices provided for use on equipment shall be used for their intended purpose.
17. Power lift trucks will be operated by authorized personnel only.
18. Riding on power or hand trucks, other than in the prescribed manner for operator of the truck, is prohibited.
19. Maintenance personnel working on equipment shall "lock out" the electrical system on the equipment to prevent it being started by other than authorized personnel.
20. Running and/or horseplay on the Company premises is prohibited.
21. Approved safety cage, ladder, scaffold or belt shall be used for work at an elevated level.
22. Lift truck batteries and chargers to be handled and serviced by authorized personnel only.
23. Protective devices such as safety glasses, hair nets, safety helmets, safety shoes, welding masks etc., shall be worn by all personnel when assigned to do so while performing certain tasks.
24. Use of safety locks on machine "run" button during set ups and machine adjustments to prevent accidental machine start up is essential.
25. All oil, grease, water or similar fluid on floor shall be cleaned up immediately.
26. Production equipment shall not be left running unattended.
27. The wearing of hearing protection is mandatory for all areas with noise levels over 85 decibels.

## Section 2 -Health

### 1. Absence

Employees absent from work due to injury or illness will see the Site Nurse, when available, upon their return to work. After an absence due to illness or accident of three (3) or more days they will present a medical certificate clearing them for return to work to the Site Nurse. The Employee will also notify a Supervisor prior to his intention to return to work.

### 2. Leaving Work

Employees who wish to leave work due to illness will see the Supervisor first, and then, if available, the Site Nurse before departing.

### 3. Accidents

Employees will report all accidents requiring first aid on the forms provided in the first aid kits, in the First Aid Room as per Worker's Compensation regulations.

#### 4. Medical Limitation

(a) In the event of an Employee sustaining injuries at work or becoming affected by occupational diseases during the course of employment and becoming handicapped as a result thereof, the Company will endeavour to give the handicapped Employee such suitable employment as is available and for which the Employee is qualified and for which he is eligible by virtue of seniority.

b) Any Employee who is restricted from regular duties due to a medical limitation will use his seniority to work in any occupation for which he is capable and able to obtain by virtue of seniority or Company assignment. Rate protection during change of work will not apply in this case.

#### Section 3 - Smoking Areas

Smoking is allowed only in the following areas in the plant. Any Employee found smoking outside these areas is liable to dismissal.

1. Designated tables in plant cafeteria
2. Designated area in Press Department
3. Designated area by 503 Bottomer
4. Designated area in Plate Services
5. Maintenance shop

for employees assigned to the respective departments only.

#### Section 4 - Lunch Room

The Company provides free to all Employees, at their regular break period, tea or coffee.

#### Section 5 - Time Card Regulations

There are two warning bells two minutes before work starts to give you time to be on your machine for start up in the morning, at lunch and also break periods. Machines must be kept running until the shift end bell rings - personal clean-up comes after this time.

The following rules will be enforced:

1. Employees must punch in prior to their authorized starting time.
2. Punching out before the authorized quitting time is not permitted unless approval has been given by a supervisor. Anyone punching out with permission will be docked the actual time lost. Anyone punching out early without permission will be docked the actual time lost and will be considered absent without cause.
3. Employees leaving the plant for other than Company business shall punch out. If an Employee leaves the plant site during lunch break he must punch "out" prior to leaving and "in" upon returning.
4. Any card punched late will be docked for all lost time to the nearest quarter hour.
5. Any person found punching other than their own card is liable to immediate dismissal.
6. Employees forgetting to punch their cards in or out shall have their card initialled and corrected by a Supervisor to show the time that should have been punched.

**Section 6 - Bulletin Board**

Bulletin Boards are provided for notices of interest to all Employees. Employees should check Bulletin Boards regularly for shift times etc. **and** for all information which the Company or Union wishes to convey to the Employees.

Only authorized Company or Union personnel shall remove their respective notices or bulletins from the Bulletin Board.

If any Employee wishes to post a notice he should prepare the notice and pass it to the Plant Manager for his approval. If approved, the Plant Manager will have it posted.

The Company will expect Employees to be familiar with all posted notices.

**Section 7 - Out of Bounds**

The following areas are out of bounds to all Employees except those having immediate business therein:

- Head Office Building
- Machinery Division
- Plastics Division
- Plant Offices
- Mechanics Shops
- Production or Superintendent Office
- First Aid Room
- Shipping and Receiving Areas
- Paper Storage

The plant is out of bounds to all Employees after working hours except under special **circumstances**, permission having been obtained from their Department Foreman or Plant Superintendent.

The plant is out of bounds to all persons other than regular Employees unless special permission has been granted by the Manager.

**Section 8 - Plant Visitors**

Special visitor pass cards will be issued and carried by all visitors entering the plant, These cards will be made out in full and signed **by** the Plant Manager or in his absence a delegated representative. The visitors pass must **be** returned to the receptionist on leaving the plant,

**Section 9 -Parking**

Employees must park in **the** space **provided** by the Company and must not allow vehicles at any time to block entrance or exit doors.

**Section 10 - Employees' Entrance**

Employees must always enter and leave by the designated Employees Entrance, except in case of emergency.

Employees' doors will be closed and locked on weekends and as follows:

Paper Division - 3:30 p.m. to 6:30 a.m.

**Section 11 - Plant Security**

All shipping, receiving and emergency exits are to be kept locked from 4:00 p.m. to 7:00 am. and on weekends unless shipments are being made. These doors are not to be opened for any other reason without approval of the Supervisory staff.

**Section 12 - Employee's Lockers**

Employees will be allocated a personal locker in one of the washrooms, or other designated areas, in which to keep their clothing and valuables. Employees will be responsible for supplying their own padlock. The Company will not be responsible for articles that are lost or stolen.

**Section 13 - Tool Kits**

Employees requiring tools to make machine adjustments will be issued with a tool box and the necessary tools. He shall sign for these and be responsible for them at all times. He shall provide his own lock for the tool box.

The Supervisors may call for tool kit inspections from time to time as they see fit, to be sure that all operators are properly equipped to do their work. Missing tools will be sold to the operator at our cost. Broken tools will be replaced at no charge to the operator on presentation of the broken one.

Employees who leave the employ of the Company without turning in a complete tool kit shall have all shortages deducted from their last pay cheque.

**Section 14 - Pay Period**

Employees will receive either a cheque or direct deposit advice after 1:00 p.m. Thursday for the preceding week. Cheques and advices will be distributed by the Supervisor during the Employee's shift. Those Employees working afternoon or night shift may obtain their cheque from the Production office between the hours of 2:00 p.m. and 3:00 p.m.

**Section 15 - Telephones**

Plant telephones are primarily for business purposes. Anyone wishing to call out will use the pay telephone at the Employees' entrance and only at break periods unless it is an emergency situation. Incoming calls for Employees will be taken by the Switchboard Operator and passed on to the individual. In cases of emergency the Operator will arrange for immediate contact with the Employee.

## APPENDIX "C"

### A) Lines of Progression - Operating Rules

- 1) In a Line of Progression, only the Junior job is posted.
- 2) In a Line of Progression a person moves upward through each position by seniority as openings become available.
- 3) A person may refuse to move upward to the next position for:
  - a) Personal reasons acceptable to the Company and Union, and in writing.
  - b) Medical reasons which must be substantiated.
- 4) If a position is "Blocked" (that is, an opening exists above it and all persons in that position refuse to move upward) then the senior person in that position who is refusing for personal reasons must move upward to fill the opening except where mutually agreed otherwise by the Company and the Union. Each exception is to be dealt with as an individual case.
- 5) If a position is "Blocked" and all persons in that position have medical reasons for refusing to move upwards (#3B above), or are an exception to moving upward (#4 above), then the next senior person in the Line of Progression must move upward.
- 6) Once the next senior person has assumed the position he shall remain ahead in job seniority in the Line of Progression, providing there is no reduction in the Line of Progression.
- 7) In the event that there is a reduction in the number of people required in a Line of Progression, people will move downward in the same manner as they moved upward, Once this movement has occurred the Employee's regular job and rate of pay will reflect his new position in the Line of Progression.
- 8) If a person is about to be laid off then he may exercise Plant seniority to bump into the highest rated job in the Plant for which they are qualified by Job History.

### B) Changes to the Line of Progression

1. Equipment not employed and/or positions not filled for a period of one year shall be removed from the line of progression, In such cases, employees who are unable to maintain themselves in the department will be returned to the department from which they came immediately prior to being awarded a position in that department. Such persons will be inserted into the old department based upon the last job performed in the old department. Employees so moved must be capable of performing their old job after a reasonable period of familiarization.
2. In the event of the permanent elimination of equipment, those persons whose regular job is on such equipment will follow the normal line of progression rules within the department. If such employee is unable to maintain a position in the department (or the department is eliminated), the employee will use their plant seniority to bump to the highest paid job for which they are qualified by job history. Employees so moved must be capable of performing such job after a reasonable period of familiarization. In such cases item 1. of this section will not apply.

## LINES OF PROGRESSION

MAINTENANCE	SHIPPING and WAREHOUSE	ART ROOM	PRINTING	TUBING	INLINE	BOTTOMERS
A	Shipper/Receiver	Design Artist	6 Colour Press Op	404 Operator 405 Operator 406 Operator	Inline Operator	503 Operator 522 Operator
B	Assistant Shipper	Mechanical Artist	Mounter Proofer		Inline Assistant Operator	
C	Shipping Receiving	Plate Maker	4 Colour Press Op  2 Colour Press Op	404 2nd Person 405 2nd Person	Inline 2nd Person	503 2nd Person 522 2nd Person
D				404 Offbearer 405 Offbearer 406 Offbearer	Inline Offbearer	503 Offbearer 522 Offbearer
Maintenance Class 14	Waste Control Class 4	Plate Assembler Class XI	Press 2nd Person Class 12	Class 5	Class 5	Class 1, 6, 12

Classes 1, 2 & 3 - Automatic Progression

The following jobs are available for bidding but do not form part of any line of progression:

Sewing Machine Adjuster  
Slitter/Laminator Op.  
Pallet Press Op.

## APPENDIX D

## CONTINUOUS OPERATION

, 7 Days - 24 Hrs. - 4 crews on 42 Hour Average Week 12 Hour Shifts

Week		S	M	T	W	T	F	S
1	Day	A	C	C	B	B	D	D
	Nt.	B	D	D	A	A	C	C
2	Day	D	A	A	C	C	B	B
	Nt.	C	B	B	D	D	A	A
3	Day	B	D	D	A	A	C	C
	Nt.	A	C	C	B	B	D	D
4	Day	C	B	B	D	D	A	A
	Nt.	D	A	A	C	C	B	B

1. The Company will make every effort to ensure that the above schedule will operate for a complete period of 4 weeks before reverting to any other shift.
2. Regular scheduled working hours in the calendar week may vary from week to week but will average 42 hours per week 11:00 p.m. Sunday to the following 11:00 p.m. Sunday.
3. Shifts will begin at 7:00 a.m. or 7:00 p.m.
4. All breaks will be taken at machine side while the equipment is running These are to be staggered to maintain continuous manning. Break and Meal periods are as follows: each 12 hour shift shall have 2 -20 minute breaks no more than 5 hours apart and 2 -10 minute breaks.
5. Premiums paid will be as follows:
  - i. A premium of 50 cents will be paid for all hours worked on Saturday commencing at 7:00 a.m. to 7:00 p.m.
  - ii. A premium of ½ the straight time hourly rate will be paid for all hours worked on Sunday. (Unless the Sunday is a regularly scheduled day off for the employee in which case iv below shall apply and not ii). (7:00 a.m. Sunday to 7:00 a.m. Monday).
  - iii. Night shift premiums will be paid for all hours worked on night shift. No other premium will apply.
  - iv. Time and one half (1½) the hourly rate will be paid for all hours worked on an employee's regularly scheduled day(s) off except, should the day off be Sunday, which will be paid at double (2) time and/or shift premium amounts.
  - v. Double time will be paid for all hours worked on a statutory holiday commencing 7:00 a.m. to 7:00 a.m.



6. Overtime will be paid at 1½ times hours in excess of 12 per day or 44 per week. Article 7 Section 2 of the Labour Contract shall not apply. There will be no pyramiding of overtime and/or shift premium **amounts**.

7. Article 15 Bereavement Leave. Change section 3, item 6 to show 12 hours pay.

8. Article 9 Paid Holidays. To read Article 9 Section 1, 1st sentence of the labour contract as follows:

“Employees may be required to work on statutory holidays and will receive 2 times their regular salary for the number of hours worked on the holiday plus the holiday pay at 8 hours times their regular rate.”

Article 9 Holidays During Vacation shall be read as follows:

“If a paid holiday occurs during an Employee’s vacation, additional days will not be provided for Employees on 12 hour shifts but will be paid for at 8 hours times the regular rate.

If a paid holiday occurs on a day which is scheduled but not worked due to observance of the paid holiday, then it will be paid for at 12 hours times the regular rate. If a paid holiday occurs on a day which is not an Employee’s scheduled work day they will be paid 8 hours at their regular rate.”

9. Article 10 Vacations, Section 1, change as follows:

(b) After “eighty (80) hours” add (eighty-four (84) for 7 day continuous operations)“.

(c) After “one hundred and twenty (120) hours” add “(one hundred and twenty-six (126) hours for 7 day continuous operations)“.

(d) After “one hundred and sixty (160) hours” add “(one hundred and sixty-eight (168) hours for 7 day continuous operations)“.(e) After “two hundred (200) hours” add “(two hundred and ten (210) hours for 7 day continuous operations)“.

(f) After “two hundred and forty (240) hours” add “(two hundred and fifty-two (252) hours for 7 day continuous operations)“.

Vacations will be scheduled per appendix d and will be according to the shifts being worked by the Employee and not necessarily the calendar week.

## APPENDIX E

## CONTINUOUS OPERATION

## 7 Shifts per week - 2 crews on 42 Hour Average Week 12 Hour Shifts

SUN	MON	TUES	WED	THURS	FRI	SAT	EFFECT
	A B	A B	A B	A			A Has 3 day weekend B Has 4 day weekend
	B A	B A	B A	B			B Has 3 day weekend A Has 4 day weekend
	A B	A B	A B	A			A Has 3 day weekend B Has 4 day weekend
	B A	B A	B A	B			B has 3 day weekend A Has 4 day weekend

1. The Company will make every effort to ensure that the above schedule will operate for a complete period of 4 weeks before reverting to any other shift.
2. Regular scheduled working hours in the calendar week may vary from week to week but will average 42 hours per week 11:00 p.m. Sunday to the following 11:00 p.m. Sunday.
3. Shifts will begin at 7:00 a.m. or 7:00 p.m.
4. All breaks will be taken at machine side while the equipment is running. These are to be staggered to maintain continuous manning. Break and Meal periods are as follows: each 12 hours shift shall have 2 - 20 minute breaks no more than 5 hours apart and 2 - 10 minute breaks.
5. Premiums paid will be as follows:
  - i. A premium of 50 cents will be paid for all hours worked on Saturday.
  - ii. A premium of ½ the straight time hourly rate will be paid for all hours worked on Sunday. (Unless the Sunday is a regularly scheduled day off for the Employee in which case iv below shall apply and not ii).
  - iii. Night shift premiums will be paid for all hours worked on night shift. No other premium will apply.
  - iv. Time and one half (1½) the hourly rate will be paid for all hours worked on an Employee's regularly scheduled day(s) off except should the day off be Sunday, which will be paid at double (2) time and/or shift premium amounts.
6. Overtime will be paid at 1½ times hours in excess of 12 per day or 44 per week. There will be no pyramiding of overtime and/or shift premium amounts.

7. Article 15 Section 3, Bereavement leave shall be read as follows:

“five (5) to be read “five (5) and a maximum 40 hours pay”

“three (3) to be read “three (3) and a maximum 24 hours pay ”

“two (2) to be read “two (2) and a maximum 16 hours pay”

Change the first sentence to read:

“The Employee shall be paid twelve (12) hours at his or her regular rate for each of the "X" days lost to the maximum hours shown.

Bereavement pay will not result in a greater amount than if the employee had worked all or part of the time shown on his regular shift”.

8. Article 9 Paid Holidays. To read Article 9, Section 1, 1st sentence of the labour contract as follows:

“Employees may be required to work on statutory holidays and will receive 2 times their regular salary for the number of hours worked on the holiday plus the holiday pay at 8 hours times their regular rate.”

Article 9 Holiday During Vacation shall be read as follows:

“If a paid holiday occurs during an Employee’s vacation, additional days will not be provided for Employees on 12 hour shifts, but will be paid for at 8 hours times the regular rate.

If a paid holiday occurs on a day which is scheduled but not worked due to observance of the paid holiday then it will be paid for at 12 hours times the regular rate. If a paid holiday occurs on a day which is not an Employee’s scheduled work day they will be paid 8 hours at their regular rate.”

9. Article 10 Vacations, Section 1, change as follows:

(b) After “eighty (80) hours” add “(eighty-four (84) for 7 day continuous operations”.

(c) After “one hundred and twenty (120) hours” add “(one hundred and twenty six (126) hours for 7 day continuous operations)“.

(d) After “one hundred and sixty (160) hours” add “(one hundred and sixty-eight (168) hours for 7 day continuous operations)“.

(e) After “two hundred (200) hours” add “(two hundred and ten (210) hours for 7 day continuous operations)“.

(f) After “two hundred and forty (240) hours” add “(two hundred and fifty-two (252) hours for 7 day continuous operations)“.

Vacations will be scheduled per Appendix d and will be according to the shifts being worked by the Employee and not necessarily the calendar week.

## APPENDIX F

## VACATIONS

The following will be used for 12 hour shifts:

1. Employees working the AppendixB schedule will be allowed to book their vacation in “blocks”. Blocks are groups of work days between scheduled days off.  
 e.g.                   S M T W T F S S M T W T F S S  
                           - 12 12 - - 12 12 12 - - 12 12 - - -  
                           block               block               block
2. Blocks will normally consume 24 or 36 hours of vacation time.
3. Vacation entitlement will be converted to hours in order to determine entitlement for employees.  
     e.g.       2 weeks entitlement = 84 hours  
               3 weeks entitlement = 126 hours
4. Employees with 12 hours or more or 24 hours and less will be allowed to book a 24 hour block and will be paid their actual vacation owing.
5. Employees transferred to a position to an 8 hour schedule with less than 40 hours remaining will be provided their normal time (1 week ) for vacation but will be paid their actual vacation owing only.
6. Employees with less than 12 hours vacation entitlement left will receive pay only, for the remaining vacation entitlement owing.

Company agrees to continue % calculation per labour contract where applicable.

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ILLNESSES & ACCIDENTS	APPENDIX A, APPENDIX B (14)
	9(1), 10(2), 11(2), 22

LETTER OF UNDERSTANDING A  
between  
**BONARINC.**  
**BURLINGTON, FLEXIBLE PACKAGING - PAPER DIVISION**  
and  
**C.E.P. UNION, LOCAL 1178**

The intent of this Agreement is to provide for the operation of the plant equipment on a four (4) shift basis in the Burlington Paper Division.

The intent would be to operate any equipment on a 4 shift basis when volume is of a level to make this possible. The schedule to be worked, will be as per Appendix "E" of the Collective Agreement.

1. The Company will make every effort to ensure that the schedule referenced in Appendix "E" will operate for a complete period of 4 weeks before reverting to any other shift. The Company agrees to provide 10 days notice when implementing or coming off a continuous operation, and to give the same notice to those individuals who temporarily are required to go in or out of the four shift schedule.
2. Regular scheduled working hours in the calendar week may vary from week to week but will average 42 hours per week 11:00 p.m. Sunday to the following 11:00 p.m. Sunday.
3. Shifts will begin 7:00 a.m. or 7:00 p.m.
4. All the normal break periods will be observed in accordance with past practice.
5. Premiums paid will be as follows:
  - I. A premium of 50 cents will be paid for all hours worked on Saturday.
  - II. A premium of ½ the straight time hourly rate will be paid for all hours worked on Sunday. (Unless the Sunday is a regularly scheduled day off for the employee in which case IV below shall apply and not II.)
  - III. Night shift premiums will be paid for all hours worked on night shift. No other premium will apply.
  - IV. Time and one half (1½) the hourly rate will be paid for all hours worked on an employee's regularly scheduled day(s) off except, should the day off be Sunday, which will be paid at double time and/or shift premium amounts.
6. Overtime will be paid at 1½ times hours in excess of 12 per day or 44 per week. Article 7 Section 2 of the labour contract shall not apply. There will be no pyramiding of overtime and/or shift premium amounts.
7. Article 15 Section 3, Bereavement Leave shall be read as follows:  
 "five (5)" to be read "five (5) and a maximum 40 hours pay"  
 "three (3)" to be read "three (3) and a maximum 24 hours pay"  
 "two (2)" to be read "two (2) and a maximum 16 hours pay"

Change the first sentence to read:

"The employee shall be paid twelve (12) hours at his or her regular rate for each of the "X" days lost to the maximum hours shown.

Bereavement pay will not result in a greater amount than if the employee had worked all or part of the time shown on his regular shift.

8. Article 9 Paid Holidays. To read Article 9 Section 1, first sentence of the labour contract as follows:

“Employees may be required to work on statutory holidays and will receive two (2) times their regular salary for the number of hours worked on the holiday, plus the holiday pay at eight (8) hours times their regular rate.”

Article 9 Holidays During Vacation shall be read as follows:

“If a paid holiday occurs during an employees vacation, additional days will not be provided for employees on 12 hour shifts, but will be paid for at eight (8) hours at their regular rate.

If a paid holiday occurs on a day which is scheduled but not worked, due to observance of the paid holiday, then it will be paid for at twelve (12) hours times the regular rate. If a paid holiday occurs on a day which is not an employees scheduled work day, they will be paid eight (8) hours at their regular rate.”

9. The Company believes that additional employees may be required in other areas of the Plant, The parties agree that additional persons may be scheduled on a regular seven (7) day shift basis if necessary.

10. Article 10 Vacations Section 1, change as follows:

- (b) After “eighty (80) hours” add “(eighty-four (84) for 7 day continuous operations)”
- (c) After “one hundred and twenty (120) hours” add “(one hundred and twenty-six (126) hours for 7 day continuous operations)”.
- (d) After “one hundred and sixty (160) hours” add “(one hundred and sixty-eight (168) hours for 7 day continuous operations)”.
- (e) After "two hundred (200) hours" add "(two hundred and ten (210) hours for 7 day continuous operations)".
- (f) After “two hundred and forty (240) hours” add “(two hundred and fifty-two (252) hours for 7 day continuous operations)”.

Vacations will be scheduled per Appendix d and will be according to the shifts being worked by the employee and not necessarily the calendar week.

Dated this \_\_\_\_ day of \_\_\_\_\_ 19\_\_.

**For the Company**

**For the Union**

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2ND PERSON:

- a) Ask 2nd Person assigned to the Press, starting with the 2nd Person who worked the required shift during the week
- b) Ask 2nd Person assigned to that shift during the week from other presses
- c) Ask 2nd Person on other press on other shifts
- d) Ask Operators on other presses on that shift
- e) Ask Operators on other presses on other shifts
- f) Ask Mounter Proofer
- g) Ask Lead Hand
- h) Ask qualified employees outside department (taking overtime tabulated previously into account)

SECTION 2: ALL OTHER LINES OF PROGRESSION**A.** Overtime prior to or at the end of a regularly scheduled shift during the week.

- i) Ask person scheduled to the machine/function for that week
- ii) Ask the qualified person scheduled to that shift to the same job on other machine/function in the Line of Progression
- iii) Ask the remaining qualified person or persons scheduled to the machine in the Line of Progression where overtime originated
- iv) Ask subsequent qualified person in the Line of Progression who is assigned to the same shift until the necessary personnel are obtained
- v) Ask subsequent qualified person in the Line of Progression until the necessary personnel are obtained
- vi) Ask Lead Hand
- vii) Ask qualified person outside the Line of Progression

(Steps ii) through v) take overtime tabulated previously into account).

**B.** Scheduled overtime on weekends.

- i) Ask individual assigned to that job and shift during the week
- ii) Ask the qualified person scheduled to that machine function during that week
- iii) Ask the qualified person scheduled to that shift for that week to the same job on other machine function in the Line of Progression
- iv) Ask subsequent qualified person in the Line of Progression until the necessary personnel are obtained
- v) Ask Lead Hand
- vi) Ask qualified person outside the Line of Progression

(Steps ii) through v) take overtime tabulated previously into account).

SECTION 3 : CONTINUOUS OPERATIONS**A.** APPENDIX B SCHEDULE

Within this schedule after one complete cycle of four weeks, a given crew will work four (4) two day and off periods and two (2) three day and off periods. With this stated the overtime selection criteria is as follows:

- i) For coverage on the first day of a two day work period, the qualified crew/individual immediately preceding that shift will be asked to work.



- ii) For coverage on the second day of a two day work period, the qualified crew/individual immediately following that shift will be asked to work.
- iii) For coverage on the second day of a three day work period, the selection made for the qualified crew/individual will be based on overtime tabulated previously. On this basis the employees selected may come from the crew preceding and/or following the shift which requires coverage.
- iv) Ask qualified person in the Line of Progression until the necessary personnel are obtained.
- v) Ask Lead Hand.
- vi) Ask qualified person outside the Line of Progression.

(Steps iii) through iv), take overtime tabulated previously into account).

#### **B. APPENDIX C SCHEDULE**

This schedule has two crews assigned on twelve hour shifts, three and one half days per week. This schedule allows no overtime coverage within the assigned crews, therefore the overtime selection criteria is as follows:

- i) Ask qualified person in the Line of Progression until the necessary personnel are obtained.
- ii) Ask qualified person outside the Line of Progression.

(Steps i) and ii) take overtime tabulated previously into account).

#### **SECTION 4: GENERAL OPERATING RULES**

- 1) Tabulated overtime includes overtime worked and overtime rejected according to Article 7, Section 5 of the Labour Agreement.
- 2) Weekday overtime goes to the person working on the job that day, Weekend overtime goes to the person working the most regular hours on that job during the week.
- 3) If any error or omission is detected in establishing overtime coverage, by an individual or management, then those individual(s) previously assigned will have no recourse to seek remedy.
- 4) Once overtime coverage has been established, employees are obligated to it as if it were a regularly scheduled shift, and must follow the guidelines as established in Article 8 Section 6 b).
- 5) When assigning overtime, those asked first will be 'Qualified Persons'

#### **QUALIFIED LISTS**

When assigning overtime under Section 1, 2 or 3 of the "Criteria for Assignment of Overtime" Agreement, those asked first will be "Qualified Persons".

"Qualified Persons" are those whose names appear on the Qualified List for the job being assigned. Qualified Lists will be updated semi-annually (in March and September), and posted with the Lines of Progression.

**ADMINISTRATION**

When assigning overtime under Sections 1, 2 or 3 of the Criteria, the Foreman would ask those whose names were on the Qualified List for that job (taking overtime tabulated previously into account).

Qualified Lists would be established by a posting for each intermediate job, for a period of 3 weeks. Those employees who are Qualified and interested in Overtime Assignments to any of the jobs posted, should sign their names to the respective posting.

The Company will screen those who respond to the posting, and advise who is accepted. Some employees, especially those with no recent experience, may be asked to demonstrate the necessary job skills before acceptance.

The Lists will be posted with the Lines of Progression when they are complete. After that those employees who wish to have their names added to the various Lists may request job training through their Foreman.

An employee who wishes to withdraw from a List may do so by a request to the Superintendent in writing

Qualified Lists will be updated and posted semi-annually (in March and September) with the Lines of Progression.

The positions which will be posted are as follows:

- Bottomer 2nd Person
- Tuber 2nd Person
- Tuber Offbearer
- Press 2nd Person
- Shipping Helper
- Warehouse Person Paper Storage
- Waste Control
- Pallet Press Op.
- Baling

Dated this \_\_\_\_ day of \_\_\_\_\_ 19\_\_.

**For the Company**

**For the Union**

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