

COLLECTIVE LABOUR AGREEMENT

This Collective Labour Agreement is made and entered into this **day of March, 2005**, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and Local 862 of the United Steelworkers of America, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees, who are subject to the provisions of this agreement, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to successfully compete in the sale of its products at a reasonable profit.
- 1.02 Both parties agree as to their desire to work in harmonious relationship and undertake:
- a) That there shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee covered by this agreement because of membership or activity in the Union.
 - b) That the Union or its agents shall not, either by definite action or spoken word, intimidate any employees, nor shall they carry on any Union activities during the working hours except as provided for in this agreement.
- 1.03 Wherever the masculine gender appears in this agreement it shall be construed as meaning male or female unless the context of the clause requires otherwise.
- 1.04 The Company and the Union have agreed to a new mandate for their Labour/Management Committee. Henceforth, it will serve as a structured forum, with a structured format, to address issues that may impact the business and the job security of its employees. Such issues include, but are not limited to the following:
- Financial and operational performance
 - CLA issues/interpretation
 - Employee relation issues
 - Manpower adjustments
 - Workplace reorganization
 - Potential lay-offs
 - Grievance committee report and third step grievance resolution
 - Business opportunities and challenges
 - Joint initiatives
 - Training program

ARTICLE II

RECOGNITION

- 2.01 a) The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company at Cambridge and Brantford, save and except foreperson, persons above the rank of foreperson, office and clerical staff (and which shall include laboratory staff, technicians and laboratory assistants, time study technicians, quality control technicians, electronic technicians, first aid attendants and draftsmen), and sales staff.
- b) If during the term of this agreement, the Company relocates and operates any process or piece of equipment currently installed in the Cambridge plant within a 100 mile radius of the Cambridge facility, incumbent employees shall be offered the opportunity to transfer their employment to the new location. Provisions of the Ontario Labour Relations Act shall prevail in respect to representation of the employee group.

ARTICLE III

MANAGEMENT RIGHTS - COMPANY SECURITY

- 3.01 The Union recognizes that operating the plant and the full direction of the working forces are the exclusive functions and responsibilities of the Company.

Without restricting the generality of the foregoing:

- a) The Union recognizes the right of the Company to manage the industrial enterprise in which it is engaged, and to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, tools to be used, processes of manufacturing and assembling, the engineering and design of its products and the control of materials and parts to be incorporated in the products produced.
- b) The Union further recognizes the rights of the Company to hire, retire, promote, determine qualifications and capabilities, transfer, demote and lay-off employees, and to suspend, discharge or otherwise discipline employees for just cause, maintain order, discipline and efficiency, and to determine standards of performance for all machines, employees and operations. The Company agrees to exercise these functions in a manner not inconsistent with the terms of this agreement.

- c) In the event of a full or partial closure of the Company's Cambridge or Brantford facilities which will result in the loss of Plant employment:
- i) The Company will provide the Local and International Union with six (6) months notice if possible prior to the cessation of production operations.
 - ii) Following such notification, the Local and International Union will have the right to explore and discuss with the Company any possible means of averting the Closure.
 - iii) If attempts to avert the plant closure are not successful, the Company and Union representatives will meet to negotiate the manner in which the closure is carried out. Nothing in the foregoing is intended to restrict the ability of the Company to implement a plant closure. The negotiation shall be restricted to those issues related to an orderly procedure of closure.
 - iv) **The Company will meet all of the requirements of the Ontario Employment Standards Act, 2005 with respect to notice and severance provisions.**

- 3.02 The Union further acknowledges that the Company has the right to make and/or alter, from time to time, reasonable rules and regulations to be observed by all employees. **The Company agrees to discuss with the Union any significant changes in such rules and regulations prior to their implementation.** Employees found to be in breach of these rules and/or regulations are subject to discipline by reprimands, suspensions or discharge and not necessarily in that order.
- 3.03 Nothing in this agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.04 Nothing in this article shall be construed as giving the Company the right to violate or misinterpret this agreement or any other agreement between the parties.
- 3.05 Reprimands or notations placed on an employee's record by the Company shall be signed by the employee as having been read. If the employee refuses to sign, the union steward **shall** sign on the employee's behalf. When a disciplinary meeting is to be held with an employee, the employee **shall** be advised that a union steward **shall** be present. When an employee wishes to question or dispute such reprimand or notation, he may invoke the grievance procedure within five (5) normal working days of the date of such recording. If the employee's grievance succeeds, the reprimand or notation **shall** be removed from the employee's record.

Reprimands for all offenses, if not repeated within one (1) year, will be disregarded in the administration of discipline.

ARTICLE IV

UNION SECURITY - DEDUCTION OF UNION DUES

4.01 All employees in the bargaining unit on the effective date of this agreement, and all employees transferred into or new hires into the bargaining unit after the effective date of this agreement shall as a condition of employment become a member of the Union.

4.02 The Company agrees to deduct union dues or the equivalent of union dues as the case may be and assessments in accordance with the by-laws and/or constitution of the union from the wages of all employees in accordance with 4.03. Such union dues or the equivalent will be deducted in accordance with the constitution of the United Steelworkers of America.

4.03 Monthly union dues as defined by the Union shall be deducted on a weekly basis.

The Company will provide the Union with a weekly report showing weekly deductions, month-to-date deduction and year-to-date deduction.

The Company shall forward a cheque payable to the Union once per month for all dues deducted in the prior month.

4.04 a) The Company shall forward the deductions as provided for in this article to the International Secretary-Treasurer by the fifteenth (15) day of the month following such deductions accompanied by the following information:

- i) From whose pay deductions have been made and the amount.
- ii) From whose pay no deductions have been made and the reason for no deductions.
- iii) A list of those employees whose employment has been terminated.
- iv) A properly filled out check-off certification form as supplied by the Union.

b) The Company shall forward to Local #862 of the United Steelworkers of America, a copy of the above information along with the following:

- i) A properly filled out membership application form supplied by the Union for new employees.

4.05 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments or any other form of liability as a result of the Company making any deductions in accordance with the authorizations and assignments provided for in this article, and the Union will refund directly to any employee on whom a wrongful deduction was made.

4.06 The Union shall notify the Company in writing of changes in dues or other changes in the Union constitution, affecting the Company's obligation under this article, no later than the twenty-fifth (25th) day of the calendar month immediately preceding the month that such change is to become effective. The Union further agrees to notify the Company in writing of the name of the Local Union Treasurer.

4.07 The President, Vice President, Union Officers or a Steward may enter the plant when off shift for

the purposes of conducting Union business or grievance investigations. Upon entering, he shall secure the consent of the Supervisor of the department of the employees he wishes to contact in order to minimize disruption of production. Consent to conduct Union business will not be unreasonably denied. When entering and leaving the plant in these circumstances, Union officers shall sign the register at the Guard House.

The foregoing policy is based on the Company's current security regulations, which are subject to change.

- 4.08 Notice of meetings and other matters of interest to employees in the bargaining unit that the Union desires to be posted shall be submitted to the Company for posting.

The Union may post similar notices on a Union bulletin board at its discretion.

ARTICLE V

SENIORITY

General

- 5.01 An employee shall be considered a probationary employee until he has completed three (3) months of satisfactory service with the Company and during such period he shall have no seniority rights. During the probationary period, the Company will provide the Union with a copy of all written assessments of the probationer's progress. Upon completion of such period seniority shall date back to the date of first employment. In calculating all time worked, periods of absence shall not be included.

In the event two (2) or more employees have the same seniority date, the Company and the Union shall by draw, and in the presence of the employees concerned, establish the order of seniority of such persons.

- 5.02 Each employee, in order to benefit by the seniority provisions of this agreement, must keep the Company informed of his current address and telephone number, if any, at which he can be contacted as follows:
- a) An employee on the active payroll will notify the Company by signing a form available from his immediate supervisor. Such form will be made in triplicate; one (1) of such copies will be retained by the employee.
 - b) An employee laid off subject to recall must notify the Human Resources Department by registered mail of any change of address.
- 5.03 An employee shall have job seniority when he completes three (3) months of continuous service on the job in which he was hired and two (2) months continuous service on the job to which he was transferred at which time his company seniority shall be deemed to be his job seniority. In the case of job postings, the successful applicant will begin accumulating job seniority from the date the job is awarded.

- 5.04 a) When an employee has job seniority and is transferred from such job, he shall continue to accumulate job seniority on such job until he acquires job seniority on the job to which he was transferred.
- b) Should an employee fail to obtain job seniority for any reason, he shall revert to his previous job with seniority and bidding rights restored.
- 5.05 An employee who is transferred as a result of the discontinuance of his former job shall have immediate job seniority in the job to which he bumps or is transferred.
- 5.06 "Capable" as used in this agreement shall mean the employee is physically and mentally qualified to perform the job and "Qualified Experience" shall mean the employee has worked for the Company on the job in question or a similar related job and is presently able to safely perform the job at the level of performance required.
- 5.07 Notwithstanding the provisions of this article, the Company may place employees under the following conditions:
- a) Where an employee is fully qualified to perform a job for which no other employee can qualify.
- b) Where for the purposes of rehabilitating a company compensable injured employee where, as a result of such injury, he is required to be kept at work, or as a result of same he has a permanent partial disability but performs the work to which he has been assigned in a manner that is satisfactory to the Company. In either case the injured employee shall not displace an employee with greater seniority.
- c) Where an employee cannot perform satisfactory work due to age, health or other physical or mental conditions, such employee may be transferred to work, which is more suitable if such is available. If the employee is transferred he shall not displace an employee with greater seniority. Failing placement, he may be laid off.

Such consideration shall be limited to a meeting of the Human Resources Manager, the Union President (designate) and one other Union Representative.

- 5.08 In all cases of new machinery, the Company will post all vacancies for the first crew. If a vacancy remains after posting has occurred, then the Company will fill the vacancies (vacancy) at their discretion. In making this selection the Company will take into consideration the experience and seniority of the individuals and the effect their knowledge and training will have on the succeeding crews. An employee filling a vacancy under this clause will be subject to the same privileges and restrictions as stated in clause 5.14.

It is understood that new machinery does not include replacement equipment or machinery taken out of production for the purposes of redesigning, rebuilding or relocating. Employees affected by the above may be given temporary work assignments but will retain their job positions on that equipment or machine, consistent with the terms of the CLA.

- 5.09 An employee presently in, or who has been in what is now the bargaining unit, who transferred to a supervisory position or any other position outside the bargaining unit, which is directly connected with the operation of the Company, who returns to the bargaining unit, shall return to the job he held at the time of his transfer outside the bargaining unit, provided the period of the transfer has not been in excess of two (2) months. Where the period of the transfer has been in excess of two (2) months but not in excess of twelve (12) months he shall be offered an open job or failing this being available he shall take the place of the junior employee in the plant. It is understood that seniority shall accumulate while an employee is on transfer outside the bargaining unit. If the period of transfer exceeds twelve (12) months, the employee shall lose his seniority.
- 5.10 a) Employees may be loaned from one job to another for a period not exceeding **forty-five (45) consecutive days except in cases where the loan transfer is required as a result of an employee who has not returned to active employment as outlined in clause 5.12 f) and in such case the loan transfer period can be extended up to ninety (90) days**. Such time **periods** may be extended by mutual agreement. When a loan will exceed **five (5)** normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such job while on loan, his transfer date shall be that of the first day of loan.
- b) When a loan transfer is necessary, the **most senior qualified employee will be given first right of refusal, and failing this, the most junior qualified employee shall be transferred.**
- 5.11 Seniority shall be the first consideration in case of promotions, demotions, upgrading or transfers for employees and shall govern when qualifications are equal providing this agreement does not provide otherwise.

Job Posting

- 5.12 A job vacancy is a job to which no employee on lay-off has a prior claim. The Company agrees to the following forms of posting job vacancies:
- a) The posting shall identify the job, the hourly rate of pay, whether or not shift work is involved, the necessary qualifications, and the time and date of the posting.
- b) Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees who have acquired seniority, **and, in the case of new employees hired after the date of ratification of this agreement, who have completed at least twelve (12) months of continuous service with the Company**. An employee wishing to make applications for job postings must do so in writing at the Human Resources Department during the posting period. Such applications will be in duplicate and date stamped by the Human Resources Department upon receipt. A copy of the application will be retained by the employee.

- c) Jobs will be posted in all customary posting areas for a period of one (1) week (i.e. Tuesday to Tuesday).
It is understood and agreed that the following Skilled Trade jobs (Maintenance Department) Electrician, Machinist, Millwright, Pipefitter, Powerhouse Operator, Carpenter, and Oiler will be subject to job posting. **The most senior maintenance helper who makes application for the Oiler classification shall be selected as the successful applicant to any posting for such Oiler classification.**
- d) An employee who is awarded a job through job posting and fails to establish seniority on that job because of a production cut-back or job elimination will return to his former job with his bidding rights restored. Any employee transferred as a result of the posting will return to his former job.
- f) An employee making an application for a job posting will be considered to have made himself aware of the requirements of the posted job and if he is the successful applicant, he will fill the posted job for which he applied. Employees may withdraw job posting application prior to posting deadline. A person bidding on a job and not actively at work at the time of the job posting, and who is the successful applicant will be required to provide a return to work date within thirty (30) days and must return to active employment within ninety (90) days of notification of job award.
- g) An employee who is the successful applicant to a job created as a result of a plant upshift and where such upshift does not materialize within ninety (90) days; all affected employees shall return to their former jobs with all bidding rights restored.
- h) An employee who applies for a classified job in Mixing, Department #65 and Inspector position for Department #48, must successfully meet the standards for colour matching aptitude, **or colour blindness, as the case may be**, established by the Company.

5.13 Only the job vacancy created by an employee filling the original posting, under clause 5.12, will be posted. Third posting restrictions do not apply to day jobs and weekend jobs. All subsequent vacancies will be filled at the discretion of the Company.

- 5.14 a) The Company shall have the right to transfer an employee who was the successful applicant to a job posting but who is unsatisfactory, back to the job he held at the time of his application, within a period of two (2) months from the date he first worked on the posted job with full bidding rights restored.
- b) An employee who is the successful applicant on a job posting cannot make a subsequent application until after the expiration of the following time from the date of his successful application:
 - i) **Twelve (12) months, unless the job posting relates to a two shift operation, weekend shift or day shift, in which case the time limit shall be six (6) months.**
 - ii) An employee who is the successful applicant on a job posting shall have full bidding rights restored if he is laid off within six (6) months from the date of acceptance.
- c) An employee may not bid on any job within his own department that is a lower job classification than the one he holds.

- 5.15 The Company shall have the right to delay a transfer on the job posting for a period of time equal to the normal training period required to train a replacement. In any event, this period of time shall in no case exceed two (2) months. (See Letter of Understanding #12).
- 5.16 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company if he:
- a) voluntarily quits the employ of the Company;
 - b) is discharged for just cause and is not reinstated;
 - c) is absent due to lay-off beyond the period of his recall rights;
 - d) fails to report for work in accordance with clause 5.30;
 - e) is retired by the Company.
- 5.17 The Company agrees to furnish the President, Vice President and Treasurer of Local #862 with seniority lists based on the employees' records, which shall contain the then current seniority date of each seniority employee in the bargaining unit. This list shall be supplied and posted every three (3) months of a contract year.

Lay-Off

- 5.18 a) Seniority shall be recognized for the purpose of effecting a reduction of work force.
- b) Seniority will be exercised first within the department concerned with the work force reduction, then within the group and subsequently within the plant.
- c) The junior employee in each job classification in the department in which the lay-off is to occur will be laid off from their job and shall exercise his bumping rights in the department in reverse order of progression where such is in effect.
- d) When paragraph (c) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the group by displacing employees having the least seniority in the group on general jobs only.
- e) Upon completion of this exercise, probationary employees shall be laid off to await recall.
- f) When paragraph (e) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the plant by displacing employees having the least seniority in the plant on general jobs only.
- g) In the case of (d) and (f) above, surplus employees shall exercise their bumping rights by choice, based upon seniority. Employees shall advise the Company of their choice within twenty-four (24) hours of being given notice to exercise his bumping rights.
- h) When all of the above has been completed surplus employees with greater seniority than

any employees in classified jobs shall be retained in the plant as unclassified, paid the rate of the job he held when first displaced until he is assigned, reverts, or is a successful applicant on a job posting. Failing this, the employee shall be laid off from plant employment awaiting recall.

- i) In the case of external lay-off, lay-offs will occur on a seniority basis and provisions for classified jobs will not apply. When an external lay-off is declared, following an internal lay-off, all laid-off employees will revert to their departmental job classification consistent with their recall rights and then will exercise their bumping rights. **In all cases of external lay-off, job progression defined in "Appendix C" will apply when the employee in the Department, where progression in accordance with Appendix C occurs, has more seniority than employee(s) exercising their bumping rights by choice.** The Company and Union agree to discuss any possible alternatives to lessen the impact on the bargaining unit before any lay-off is declared.
- j) Where the President of Local #862 is affected by lay-off, he will be considered to have one day more seniority than the most junior employee in the plant and will be governed by clause 5.18(f).
- k) Any provisions of lay-off and/or recall procedures may be superseded by mutual agreement between the Company and the negotiating committee of the Union.

Note: Classified and general jobs as defined in Appendix "C".

- 5.19 Skilled trade and trainee (apprentice) jobs within the Maintenance Department are excluded from the effect of this section (lay-off and recall). In case of lay-off within the skilled trades or trainee (apprentice) classification (Maintenance Department) an employee will exercise seniority within his skilled trade or trainee (apprentice) classification and then trainees (apprentices) will be governed by clause 5.18(f).
- 5.20 When a temporary condition arises requiring a temporary lay-off of an employee for a definite period of time, not exceeding five (5) normal workdays, (24 hours work for a weekend worker) the seniority provisions of this article shall not apply. For any specific group or section such lay-off shall not be applied more than once per contract year. Such a lay-off will be effected only when and/or where a specific section or group of employees would be affected temporarily due to such conditions as machinery breakdown, customer scheduling or any other cause beyond the control of the Company. When such a temporary condition affects a job classification or more than one (1) employee, probationary employees in such job classifications will be laid off before seniority employees are affected.
An employee laid off from plant employment under this clause, shall be deemed to be on qualifying lay-off under Article 1, Section 1(a) of the Supplementary Unemployment Benefits Agreement.
- 5.21 The Company will review the list of impending lay-offs of seniority employees with the President and Chief Steward of the Union, or their authorized representatives, in order to avoid any error. The Company will provide the Union with an up-to-date list by March 1st, June 1st, September 1st and December 1st of all persons on lay-off having recall to work rights with their recall entitlements dates shown.

5.22 When it becomes necessary to lay off an employee, he will be given seven (7) calendar days' notice prior to the date of his lay-off, seven (7) calendar days beginning Monday for weekend shift, whenever possible. If the employee is held past his lay-off date, his notice will be updated to reflect a new lay-off date.

An employee who desires to leave the employ of the Company shall give seven (7) calendar days' notice whenever possible.

5.23 A seniority employee's seniority shall accumulate during a period of lay-off, provided such accumulation does not exceed twelve (12) months during any one period of lay-off.

Recall and Reversion

5.24 a) A seniority employee at the date of lay-off shall be entitled to the following right to recall to plant employment.

Seniority at Date of Lay-Off	Period of Recall
Two (2) months but less than one (1) year	1 year
One (1) year but less than two (2) years	2 years
Two (2) years but less than three (3) years	3 years
Three (3) years but less than four (4) years	4 years
Four (4) years or more	5 years

b) Employees shall have reversion rights for a period of one (1) year.

- c) i) Where a lay-off from a group or department does not exceed six (6) months, all employees shall revert to the positions and schedules they held prior to lay-off.
- ii) When the period of lay-off is greater than six (6) months but less than twelve (12) months, the effected employees may revert to positions and schedules they held prior to lay-off if they so desire.
- iii) Should an employee refuse reversion under c(ii) above, or is the successful bidder on a job posting within twelve (12) months of lay-off, his reversion right shall be canceled.

d) An employee in order to maintain rights to recall to plant employment in excess of twenty-four (24) months must register with the Company during the twenty-fifth (25th) month of lay-off and thereafter during the thirty (30) calendar days following each annual anniversary date from his lay-off date, indicating his desire to retain his rights to recall to plant employment.

- e) It is the sole responsibility of the employee to ensure that his current address is on file with the Company. Any change of address must be by registered mail to the Human Resources Department.
- f) An employee on lay-off from plant employment shall not have reversion rights until he is recalled to plant employment, nor shall his reversion rights allow him to displace any employee at the time of his return. Upon return, his reversion rights are applicable to the next immediate opportunity.

5.25 Employees with rights to recall to plant employment or reversion shall be recalled or revert in the following order:

- a) A laid-off employee shall be recalled to plant employment consistent with his plant seniority.
- b) An employee shall not have reversion rights in any successive department or group beyond the department or group from which he was first displaced.

Recall or reversion shall be in reverse order of lay-off.

5.26 Should an employee refuse recall to plant employment, he shall be terminated.

Should an employee refuse reversion, he shall forfeit all reversion rights.

5.27 An employee who, after medical verification, and in the opinion of the Company, is unable to accept recall to plant employment due to being physically incapable of handling the job to which he is being recalled will be returned to the recall list. When able to meet the required physical standards, he shall be notified of the next available job.

5.28 An employee who is unable to accept recall to plant employment due to being sick and unable to work at the time of recall, will be returned to the recall list and when he is fully recovered, he shall notify the Company of this fact. He shall be recalled to work and will bump the most junior employee in the plant. The junior employee will be returned to the recall list and article 5.24 shall apply. It is understood that to avail himself of this provision, an employee must notify the Company within two (2) normal work days referred to in 5.30, of his sickness, be prepared to verify such sickness if required to do so and advise the Company by registered mail when he is fully recovered and able to return to work. It is understood that the employee's return to work may be delayed by a period of time equal to the notice of lay-off requirements under the Employment Standards Act of Ontario in effect at the time.

5.29 In the case where a full crew is recalled, the employee shall be returned to the positions in the job progression that they held at the time of the lay-off.

This clause only applies in circumstances wherein a department, which had previously operated and was shut down, is restarted within twelve (12) months.

5.30 An employee who is recalled by registered letter, must present himself for work within two (2) normal workdays from the date of his recall, however, if an employee is out of province at the time of his recall such two (2) normal workdays shall be extended to seven (7) calendar days. In order to take advantage of this extension, however, the employee must contact the Company by telegram or telephone to the Human Resources Department within the first two (2) normal workdays.

If an employee does report within thirty (30) days of the date of his recall with a reason acceptable to the Company for not having reported, his seniority shall be retained and he will be notified of the next vacancy under the terms of this article.

5.31 In the case of recall within the skilled trades classifications (Maintenance Department) an employee will be recalled in order of seniority to his skilled trade classification.

5.32 Before hiring a new employee, the Company **shall give consideration to former employees.**

Leave of Absence

5.33 Leaves of absence for reasons other than illness or injury may be granted by a department manager.

An employee desiring a leave of absence must make his request in writing to his supervisor sixty (60) days prior to leave. The supervisor will advise the employee in writing within two (2) weeks regarding his written application. Before an employee can take a leave of absence he must have written approval for the leave. If the employee is unable to make a written application and has a valid reason for not making it, the Company will not unreasonably withhold the leave of absence.

5.34 The Company may grant a reasonable leave of absence for personal reasons to an employee. Before taking such leave, the employee must have written approval from the Company.

5.35 Leave of absence shall be granted for illness or injury of an employee. The duration of such shall be dependent on the nature of the illness or injury, the medical aspects of the case and the effort the employee is making to restore himself to normal health but shall not, except as hereinafter provided, exceed the following:

Seniority	Duration of Leave
a) 2 months but less than 1 year	3 months
b) 1 year but less than 5 years	6 months
c) 5 years but less than 10 years	12 months
d) 10 years and over	24 months

Provided, however, the Company in consultation with its medical advisor will exercise the primary control as to how long beyond the period specified in (a) to (d) herewith, the leave of absence may be extended.

- 5.36 a) A female employee who becomes pregnant and who has been employed with Canadian General-Tower Limited at least thirteen (13) weeks before the expected birth date, is entitled to pregnancy leave (based on medical certification).

An employee is entitled to seventeen (17) weeks leave from work commencing at any time up to seventeen (17) weeks before the estimated date of delivery.

A request for pregnancy leave shall be made, in writing, two (2) weeks before the requested date of commencement of the leave.

- b) Parental Leave

Parents, both natural and adoptive, shall be entitled to a leave of absence, without pay, while caring for a newborn or adopted child.

An employee who has been employed with Canadian General-Tower Limited for at least thirteen (13) weeks and who is the parent of a newborn or adopted child is entitled to parental leave.

An employee is entitled to thirty-five (35) weeks of leave. If the employee did not take a pregnancy leave, parental leave ends thirty-seven (37) weeks after it began, following the birth of the child or, in the case of an adopted child, the coming of child into custody, care and control of a parent for the first time.

For fathers and adoptive parents, parental leave may commence no more than fifty-two (52) weeks after the day the child is born or comes into custody.

For a natural mother, parental leave must commence when the pregnancy leave ends.

A request for parental leave shall be in writing at least two (2) weeks before the requested date of commencement of the leave.

- 5.37 An employee who is elected or selected for full time duty as an Officer or Representative of the U.S.W.A. or its affiliated organizations in the Canadian Labour Congress or the Ontario Federation of Labour, which assignment may take him away from his employment with the Company may apply in writing for leave of absence.

Such leave shall be granted for the term of this agreement and shall be automatically renewed upon ratification of subsequent agreements.

When leave is granted for this purpose, the employee shall retain his seniority status for the term of the leave, only with respect to job placement upon termination of the appointment. For seniority accrual for pension purposes see Article II of the Pension Benefit Plan. The Company shall have the right to refuse leave if more than three (3) employees are appointed or selected to serve as representative of the International Union and/or its affiliated organization.

- 5.38 Seniority employees who are properly designated Representatives of the Local Union shall upon request to the Company be granted leaves of absence to attend to Local Union business, provided the number of leaves requested at any one time does not exceed **six (6)** and further provided that the granting of leaves will not unduly curtail the Company's operation.
- 5.39 Seniority shall accumulate during an approved leave of absence up to a period of six (6) months during any one period of leave including extensions, except in cases of illness or injury of the employee, in which case such period shall be increased to twenty-four (24) months provided the Company is satisfied with the medical information received from the employee respecting the need for the extension.
- 5.40 An employee granted a leave of absence in excess of fifteen (15) days must, if required by the Company, pass a medical examination at the Company's expense. If he fails to pass this examination and is thus prevented from resuming work, he shall be given a leave of absence in accordance with clause 5.35 above.
- 5.41 An employee who is absent from work due to a compensable factory injury shall not be considered on a leave of absence in the meaning of this article. After medical approval for work, such employee will be returned to work in accordance with the terms of this agreement. Provided that if he returns to work with a permanent partial disability he must be able to perform the work required of him. Seniority for such absence from work will be credited to the job and department he held prior to such injury.
- 5.42 An employee who returns from a leave of absence shall be reinstated in his former position in accordance with the seniority provision of this article provided he is capable of performing the work required.

ARTICLE VI

UNION REPRESENTATIVES

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievances to the representatives of the Company.
- 6.02 There shall be one (1) chief steward for the bargaining unit and other stewards shall be as follows:
- a) One (1) steward on each shift for Compound and Mixing Department.
 - b) One (1) steward on each shift for #3, #4, #5, #7, #8, #9 Printers, Sample Printer, Print Utility.
 - c) One (1) steward on each shift for #1, #3, #4 Laminators.
 - d) One (1) steward on each shift for the Inspection Department.
 - e) One (1) steward on each shift for #3, #4, #5, #6 Calenders, Blender/Banbury Department and Calender Utility.
 - f) One (1) steward on each shift for Shipping, Receiving, Material Handling and Brantford Warehouse.
 - g) One (1) steward on each shift for the Maintenance Department.

- h) One (1) steward on each shift for the Reclaim Department.
- i) One (1) steward on each shift for the Plastisol Department.
- j) One (1) steward on each shift for the Dry Laminator Department, Die Cutter, #4 Grainer and #5 Grainer.

All stewards shall have completed their probationary period. Changes, additions or deletions may be made by mutual agreement.

- 6.03 The Company further acknowledges the right of the Union to appoint or select from the bargaining unit a negotiating committee of not more than **six (6)** employees who have completed their probationary period. The Company will negotiate with such committee for renewals or extensions of agreements. The said committee will co-operate with the Company in the administration of this agreement. An International Representative of the Union will participate in such negotiations if requested to do so by the Union.
- 6.04 The Company will pay the members of the negotiating committee of not more than **six (6)** members for all time spent at a meeting called by the Company, at the normal hourly rate of each member who attends, if overtime and/or shift premium would normally be applicable to the members(s) who attend then overtime and/or shift premium shall be paid.
- 6.05 The Company will pay the members of the negotiating committee for time lost from their normal shift for attending every other meeting scheduled for negotiating agreements between the Company and the Union, excluding time spent on conciliation. The rate of pay shall be the normal hourly rate of each member who attends, excluding overtime and/or shift premium.
- 6.06 A seniority employee who is a properly designated representative of the Local Union shall upon request to his immediate foreman be permitted reasonable time off for the investigating or handling of grievances and/or attending to Local Union business within the plant. If such time off requires contacting any employee during working hours this shall be arranged by said employee contacting the supervisor of the employee concerned so that the least production delay will result. In special circumstances it may be necessary for such Representative to investigate a grievance outside his regular shift hours. The Company will pay Union Representatives for such time spent during normal shift hours and time spent in special circumstances as above at their normal hourly rate excluding overtime and/or shift premium, up to a total maximum amount in each contract year, equal to \$12.00 per employee multiplied by the number of employees in the bargaining unit in the first month of each contract year. Any amount in excess of the aforementioned maximum amount will be billed to the local union on a monthly basis.

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ARTICLE VII

GRIEVANCE PROCEDURE

- 7.01 An employee who has a complaint shall discuss same with his immediate supervisor, either directly or with his steward. If the complaint is not settled, it may be treated as a grievance and thereafter processed through the following steps in sequence.

Any and all of the time limits set out in this Article may be extended by mutual consent in writing.

Step No. 1

The grievance shall be reduced to writing, dated and presented to the supervisor involved, within thirty (30) normal working days of the alleged incident leading to the grievance. A meeting will then be arranged within three (3) normal working days subsequent to the date the grievance is received by the supervisor. The grievance will be taken up by the supervisor and department manager, as well as the union steward and/or area steward (or appropriate representative). Such union representation shall include the grievor. Both parties will jointly complete a fact sheet defining the nature of the grievance and outlining the events and circumstances relating to the grievance. The supervisor will render his decision in writing within three (3) normal working days after the conclusion of the meeting(s) on said grievance.

Step No. 2

Failing settlement of step No. 1, the Company and Union grievance committees will hold a joint meeting (the grievor may attend), within five (5) normal working days subsequent to the date of the supervisor's written decision. The committees will review the fact sheet and the Collective Labour Agreement in an attempt to resolve the grievance. The Company will render a decision in writing within three (3) normal working days.

Step No. 3

Failing settlement at Step No. 2, the grievance may be taken up by the negotiating committee, with the company management committee within thirty-five (35) normal working days subsequent to the date of the Company's written decision. The Management Labour Consultant may attend upon request of the company. An International Representative of the union may attend upon request of the Union. The supervisor and/or department manager and/or area steward may be required to attend. The authorized member of the management committee will render the decision of such committee in writing within three (3) normal working days after the conclusion of such meeting(s) on said grievance.

Suspension except those of a severe nature (e.g. sabotage, fighting, assault, theft, use of chemical substances, etc.) shall not be served until the grievance has been disposed of up to and including Step No. 3 above.

Suspensions arising from actions of a severe nature shall be taken up at Step No. 3 within seven (7) days of the Union filing a grievance with the company.

Step No. 4

Any grievance arising from the interpretation, application, administration or alleged violation of this agreement which has not been settled under the grievance procedure, including any question as to whether a matter is arbitrable, may within but not more than thirty-five (35) normal working days after the completion of Step No. 3, be submitted to arbitration by either party. When either party to this agreement requests that a grievance be submitted to arbitration they shall make such request in writing and address same to the other party.

The parties shall then proceed to arbitration as provided for under the Ontario Labour Relations Act.

- 7.02 Each of the parties shall pay the charges and expenses of its appointee. The charges and expenses of the **Arbitrator** shall be borne equally by the Company and the Union.
- 7.03 A decision by the **Arbitrator** shall be final and binding upon both parties and the employees.
- 7.04 The **Arbitrator** shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement. Unless mutually agreed no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.05 Grievances on hourly rates in effect on the effective date of this agreement, including those, which are changed by a general wage adjustment, are not subject to arbitration unless there is a change in job content. Grievances pertaining to new hourly rates established after the effective date of this agreement (excepting those rates changed by a general wage adjustment), shall be subject to the arbitration procedure as heretofore expressed except that in such an instance the **Arbitrator** shall be a member of a reputable Industrial Engineering Company.
- 7.06 No grievance after it has once been submitted to the negotiating committee for adjustment shall be settled except through the negotiating committee, or if otherwise, with the consent and approval of such committee.
- 7.07 The Union agrees that the final written answer of the Company to a grievance at any step in the grievance procedure shall dispose of the grievance unless such is appealed by the Union within ten (10) normal working days from the date of the Company's final answer. The only exception shall be that of an appeal to arbitration wherein fifteen (15) normal working days is allowed. Where the Company fails to answer in writing as provided in Step No. 1 and/or 2 of clause 7.01 and the President of the Union has reminded the Human Resources Manager of the lack of such notice and provided after such notification the Company fails to render its decision in writing within ten (10) normal working days of the date of the President's reminder, the grievance will be settled in the favour of the grievor or the Union as the case may be.
- 7.08 If an employee feels that he has been unjustly suspended or discharged he shall have the right to appeal herewith his discharge or suspension in accordance with the grievance procedure herein

provided. In severe cases involving suspension or discharge the employee(s) concerned will be sent home immediately. The Company will within two (2) normal working days inform the employee and the Union of the disciplinary action to be taken. Such appeal must be in writing, addressed to the Company and the Union and must be in the Company's hands no later than five (5) normal working days after the effective date of his suspension or discharge. If such appeal is properly made, the matter shall be negotiated through the grievance procedure and if it is determined that the employee has been unjustly suspended or discharged, he shall be reinstated to his former position without loss of seniority, and shall be compensated at his normal rate for normal hours lost from work because of the suspension or discharge.

It is further agreed that the conferring parties or the **Arbitrator** shall have the power to make any other arrangements which, in their opinion, is just and equitable in the application of the foregoing penalties in this clause.

- 7.09 When an employee has been discharged without notice, he shall upon request be given the opportunity to interview his steward in a suitable place, providing such can be accomplished within an hour and a half from the time his discharge is effective and the circumstances are not such that he must be removed from the premises of the Company without delay.
- 7.10 The Union agrees there shall be no strike, sit-down, slow-down nor stoppage of work, either partial or complete during the term of this agreement, **except as provided with respect to the rights of individual employees to refuse to perform unsafe work under the terms of Part V of the Occupational Health and Safety Act of Ontario, 2004**. The Company agrees there shall be no lockout during such term.

ARTICLE VIII

HOURS OF WORK, OVERTIME

- 8.01 When production requirements as defined by the production plan in any department or departments exceed the capacity in any department or departments such that the requirements cannot be produced on a five (5) day three (3) shift schedule, the Company shall then schedule such department or departments on a week-end schedule as follows: The normal work week for employees in the bargaining unit on a five (5) day schedule shall be scheduled from 11.00 p.m. Sunday (shift one Monday) to 11.00 p.m. Friday except when a paid holiday is observed on a Monday: then the normal hours for that week shall be scheduled from 11.00 p.m. Monday (shift one Tuesday) to 11.00 p.m. Friday.

The two (2) day schedule (week-end schedule) shall consist of two (2) twelve (12) hour shifts, one each on Saturday and Sunday from 11.00 p.m. Friday to 11.00 p.m. Sunday.

It is understood, that all terms of this collective agreement shall apply in a manner such that an employee working on the two (2) day schedule shall not lose or gain benefits currently available to a five (5) day worker.

- 8.02 Normal hours for employees not working on a continuous eight (8) hour shift will be from seven (7) a.m. to eleven-thirty (11.30) a.m. and from twelve (12) noon to three-thirty (3.30) p.m. Monday to

Friday inclusive.

8.03 Normal hours of work for a five (5) day worker shall be eight (8) hours per day and forty (40) hours per week. Normal hours of work for a two (2) day worker shall be twelve (12) hours per day and twenty-four (24) hours per week. This section is intended to provide a basis for overtime and shall not be construed as a guarantee of work per day or week.

8.04 On five (5) day continuous operations, normal shift hours shall be:

Shift 1	11:00 p.m. to 7:00 a.m.
Shift 2	7:00 a.m. to 3:00 p.m.
Shift 3	3:00 p.m. to 11:00 p.m.

On weekend operations where only one (1) crew is in effect, normal shift hours shall be:

Saturday shift	11:00 p.m. Friday to 11:00 a.m. Saturday
Sunday shift	11:00 a.m. Sunday to 11:00 p.m. Sunday

On weekend operations where two (2) crews are in effect, normal shift hours shall be:

Saturday Shift 1	11:00 p.m. Friday to 11:00 a.m. Saturday
Saturday Shift 2	11:00 a.m. Saturday to 11:00 p.m. Saturday
Sunday Shift 1	11:00 p.m. Saturday to 11:00 a.m. Sunday
Sunday Shift 2	11:00 a.m. Sunday to 11:00 p.m. Sunday

Any changes to the above normal shift hours will be by mutual consent between the Company and the Union.

- 8.05 a) Hours worked in excess of eight (8) in a twenty-four (24) hour period shall be paid at the rate of time and one half excepting:
- i) When the hours of an employee exceed his normal daily hours because he substituted for another employee other than at the Company's request or changed his hours at his own request.
 - ii) For time spent in meetings paid for by the Company, however, the time lost by a properly designated representative of the Local Union from his regular scheduled shift due to attending meetings with the Company shall be considered as part of his normal shift hours in determining overtime on his regular shift.
- b) Hours worked between eleven (11) p.m. Friday and eleven (11) p.m. Saturday shall be paid at the rate of time and one-half. Hours worked between eleven (11) p.m. Saturday and eleven (11) p.m. Sunday shall be paid at the rate of double time.
- c) When an employee reports for work on his regular shift and is sent home before the end of his regular shift and is required to report back for work within the twenty-four (24) hour period, he shall be paid time and one-half for all hours worked on reporting back.

- 8.06 An employee who works overtime shall not be required to take time off during the week to bring his hours down to normal hours per week.
- 8.07 Time and one-half will not be paid twice for the same hours worked or paid for.
- 8.08 When an employee is scheduled to work overtime and he works in excess of two (2) hours, provided he has not been given notice prior to the end of his previous shift and he remains on the company premises during the meal break, then a meal allowance of \$8.00 will be paid within the overtime period.
- 8.09 It is recognized that it may be necessary to work beyond the normal hours per day or week and the Union and employees will co-operate in performing overtime. The Company agrees that when overtime is scheduled it will be divided as evenly as possible among the employees who usually do the work. When overtime is necessary due to absenteeism of employees, the Company has the right to loan employees from other jobs to fill the vacancies. Failing this, the overtime will be divided as evenly as possible among the employees who usually do the work. The Company will give consideration to personal commitments of employees when overtime is scheduled. Employees shall have the right to refuse offered overtime consistent with the Overtime Guidelines.
- 8.10 a) The Company will pay employees not working on a continuous shift of eight (8) hours or more, one (1) ten (10) minute rest period during each continuous work period of four (4) hours or more.
- b) The Company will pay employees working on a continuous shift of eight (8) hours or more for two (2) ten (10) minute breaks and one (1) twenty (20) minute break.
- c) The Company will pay employees not working on a continuous shift of eight (8) hours or more a rest period of ten (10) minutes when working overtime in excess of one (1) hour without leaving the Company premises.
- d) The Company will pay a weekend worker working a regular twelve (12) hour shift on Saturday and Sunday or a five (5) day worker working a scheduled twelve (12) hour shift, three (3) ten (10) minute breaks and two (2) twenty (20) minute breaks.

ARTICLE IX

PAID HOLIDAYS

9.01 An hourly employee who qualifies will be paid for normal daily hours at his normal hourly rate for the following paid holidays:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Good Friday	Mar 25(Fri)	Apr 14(Fri)	Apr 6(Fri)
Victoria Day	May 23(Mon)	May 22(Mon)	May 21(Mon)
Canada Day	Jul 1(Fri)	Jun 30(Fri)	Jul 2(Mon)
Civic Holiday	Aug 1(Mon)	Aug 7(Mon)	Aug 6(Mon)
Labour Day	Sep 5(Mon)	Sep 4(Mon)	Sep 3(Mon)
Thanksgiving Day	Oct 10(Mon)	Oct 9(Mon)	Oct 8(Mon)
Christmas Day	Dec 26(Mon)	Dec 25(Mon)	Dec 25(Tue)
Boxing Day	Dec 27(Tue)	Dec 26(Tue)	Dec 26(Wed)
Floater	Dec 28(Wed)	Dec 27(Wed)	Dec 27(Thu)
Floater	Dec 29(Thu)	Dec 28(Thu)	Dec 28(Fri)
Floater	Dec 30(Fri)	Dec 29(Fri)	Dec 31(Mon)
New Year's Day	Jan 2/06(Mon)	Jan 1/07(Mon)	Jan 1/08(Tue)

9.02 In order to qualify for the paid holidays specified in clause 9.01 herewith, an employee must meet all of the following rules unless otherwise provided herein:

- a) He must report for work at the starting time of his shift and be prepared to work the normal scheduled hours on both the last scheduled normal work day preceding and the first scheduled normal work day following the paid holiday. If the employee is unable to complete such normal scheduled hours for a reason that is acceptable to the Company, he shall be considered as qualifying under this subsection.

Exceptions:

An employee who is absent on one but not both of the qualifying days and the reason he was absent was because:

- a) He was late in reporting for work due to a reason beyond his control that is acceptable to the Company.
- b) An employee who is absent on one or both of the qualifying days as a result of being confined to hospital, being off sick, or injured as a result of a non-occupational accident and such is verified by medical certification, the employee shall be paid the holiday as per Section V of the Welfare Benefit Plan.

This exception is limited to those paid holidays occurring within a ninety (90) day period from the date of hospitalization, onset of illness or injury.

- c) The employee was absent on one or both of the qualifying days as a result of being on an approved leave of absence or lay-off then provided the employee has been at work some part of the week during which one of the qualifying days fall he shall receive payment for the paid holiday.

- 9.03 If one of the paid holidays referred to in article 9.01 falls during the vacation period of an employee who is eligible for such paid holiday, the paid holiday will be banked until it is requested as an adjustment to a regular pay. All paid holidays deferred must be taken by December 31st. When the vacation form is submitted, employees must declare the alternate day the paid holiday will be taken. The qualifying provisions of 9.02 will apply to the scheduled hours on the day preceding and the day following the day designated as the statutory holiday.
- 9.04 When an employee fails to qualify for a paid holiday specified in clause 9.01 herewith and the only reason for such failure is because of a partial or total plant shut-down which causes such employee to be laid off and therefore the employee fails to work both of the qualifying days specified in subsection (b) of clause 9.02, provided his lay-off does not exceed three (3) calendar weeks, the employee shall be paid for such holiday upon his return to work.
- 9.05 When any of the paid holidays specified in clause 9.01 herewith fall on a Saturday it shall be observed on the Friday immediately preceding the paid holiday. When such holiday falls on a Sunday, it shall be observed on the Monday immediately following such paid holiday.
- If, as a result of this clause, more than one (1) holiday would be observed on the same day, one of the holidays will, by mutual agreement, be observed on another day. When Canada Day falls on a Tuesday or Wednesday, it will be observed on the previous Monday. When it falls on Thursday, it will be observed on the following Friday.
- 9.06 Paid holiday shall start at eleven (11) p.m. and end at eleven (11) p.m. on the day of observance.
- 9.07 An employee who works on a paid holiday shall be paid at the rate of double time for all hours worked, in addition to any paid holiday pay he may be entitled to under the terms of the preceding clauses in this article.

ARTICLE X

WAGE POLICY

10.01 Appendix "A" herewith attached is part of this agreement and contains the job classifications and their respective hourly rate ceiling. The hourly rate ceilings herein shall remain in effect for the term of this agreement and are not subject to change except by mutual agreement between the Company and the Union.

Reporting for Work Pay

- 10.02 a) An employee who is called into work prior to his regular shift shall be paid his applicable rate for such hours worked provided he completes the assigned hours on his regular work on his regular shift unless excused by his immediate supervisor.
- b) An employee reporting for work at his scheduled shift time without being properly notified to the contrary or reports for work at a time requested by his supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the Company's control, shall be paid a minimum of four (4) hours at his normal hourly rate.

Where an employee is assigned some other form of work, he shall be paid in accordance with clause 10.06 (payment for temporary assignment) of this agreement.

It is understood that reporting for work means the employee has "punched in" and is in his department ready for work at his scheduled starting time. It is further provided that an employee shall be considered as reporting for work where personal contact is made with the supervisor at or before his scheduled time.

- c) An employee shall be considered to have been properly notified if such notification is made by the Company no later than one (1) hour before his scheduled starting time. Reporting for work will not be paid:
- i) When the employee refuses a reasonable assignment.
 - ii) When an employee is absent from work for personal reasons not covered by a leave of absence prior to reporting for work.
 - iii) When an employee fails to record with his supervisor or the Human Resources office his current address and/or telephone number and therefore, the Company is unable to notify him not to report to work.
 - iv) In cases of stoppages of work caused by labour disturbances directly or indirectly within the plant.
 - v) In cases caused by mechanical or electrical breakdown where such substantially affect operations in a department or plant, power failures, weather conditions, fire, catastrophe or any other cause beyond the Company's control.

Payment for Time Lost Due to Bereavement

10.03 A seniority employee who is excused from work by the Company because of a death in the employee's immediate family shall be paid for time lost by him during the normal work week for five (5) normal work days for current spouse, son or daughter, mother, father, sister, brother, legal guardian, **step parents, and step children**. Three (3) normal workdays for the following immediate family members:

Current mother-in law or father-in-law, son-in-law or daughter-in-law, grandparents, grandchildren.

Payment for time lost by a seniority employee during his normal work week shall be limited to the day of the funeral for current brother-in-law, sister-in-law, foster parents, foster child, spouse's grandparents, spouse's brother-in-law and sister-in-law. The rate of pay for time lost under this clause shall be his normal hourly rate. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this clause for such day(s). Exception, when a death occurs during a vacation period, vacation day(s) will be taken at a later time at the standard rate.

In those cases wherein circumstances of travel and funeral arrangements require the seniority employee to have additional leave in excess of three (3) days, he may request such leave and it shall not be unreasonably denied. In these circumstances, payment for such leave shall not exceed two (2) additional days and such leave shall be available only in circumstances related to the passing of immediate family members.

Civic Duty

10.04 a) An employee who is summoned and reports for jury duty or as a subpoenaed Witness as prescribed by law, shall be paid by the Company an amount equal to the difference between daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) and the wages he would have earned that day by working normal hours at his normal hourly rate.

The provision of the above paragraph shall not apply to an employee who is summoned, reports for, or is subpoenaed as a witness for the Union in any arbitration proceeding and a proceeding in a divisional court resulting from said arbitration and action by the Union before the Ontario Labour Relations Board.

The employee will be paid for each day on which he reports for or performs jury duty and on which he would otherwise have been scheduled to work for the Company during the normal week. Payment for such service shall be made provided:

- i) The employee notifies the Company within twenty-four (24) hours after receipt of selection.
- ii) The employee furnishes the Company with a written statement signed by the appropriate public official, which shall contain the date, time served and amount.
- iii) The employee reports for work if a reasonable amount of time can be worked either before or after such service.

- b) An employee shall be granted one (1) days leave of absence with pay for the purposes of attending a Citizenship Court in which he or an immediate family member (as defined in 10.03) is a participant.

Call Back Pay

- 10.05 An employee called back to work in any emergency after he has left work and before his normal starting time shall be paid four (4) hours pay at time and one half (double time on Sunday and paid holidays) his regular hourly rate or the rate of the job performed, whichever is the greater.

The employee may leave the plant if the emergency has been resolved. It is understood that any employee working on an emergency call-in may be requested to resolve any additional emergency situation, which may arise while in the plant.

It is further understood that this clause does not apply to situations of unscheduled overtime.

- 10.06 When an employee is temporarily assigned to a job he shall be paid the greater of:
- a) His normal hourly rate; or
 - b) The hourly ceiling rate of the assigned work.

Hiring Rates and Automatic Progression

- 10.07 The starting rate for hourly rated classifications shall be \$1.00 per hour below the lowest hourly rate for new permanent employees for the first thirty (30) days of employment regardless of the job performed. Employees hired as temporary summer workers shall be paid \$14.00 per hour for all normal hours regardless of the job performed for the term of their employment. When summer students are hired, they will be used in the plant as in the past and will be entitled to overtime according to the Collective Labour Agreement. **In all cases summer students shall not be hired prior to mid-April of any year nor shall they remain employed as summer students beyond one(1) week following Labour Day holiday of any year unless mutually agreed otherwise.**
- 10.08 The rates specified in clause 10.07 is the minimum rate the Company will pay. The Company shall have the right to exceed the payment specified and will also retain the right to reduce or remove the time limit if and when expedient. However, the Company shall not, at any time, make payments in excess of ceiling rates specified in Appendix "A".

Shift Premium

10.09 Shift premium shall not be included in the calculation of an employee's overtime rate.

10.10 **Effective March 1, 2005**, the Company will pay a shift premium to all employees of **eighty (80)** cents per hour for hours worked on the shift eleven (11) p.m. to seven (7) a.m. and **sixty (60)** cents per hour for hours worked on shift three (3) p.m. to eleven (11) p.m.

Effective March 1, 2006, the Company will pay a shift premium to all employees of **ninety (90)** cents per hour for hours worked on the shift eleven (11) p.m. to seven (7) a.m. and **seventy (70)** cents per hour for hours worked on shift three (3) p.m. to eleven (11) p.m.

Effective March 1, 2007, the Company will pay a shift premium to all employees of **one (1) dollar** per hour for hours worked on the shift eleven (11) p.m. to seven (7) a.m. and **seventy (70)** cents per hour for hours worked on shift three (3) p.m. to eleven (11) p.m.

10.11 The shift premium for abnormal shifts shall be **as outlined in 10.10 above**. No shift premium shall be paid for hours worked on shifts which normally start on or after seven (7) a.m. and end on or before seven-thirty (7:30) p.m.

10.12 An employee required to work earlier or later than his normal shift hours, shall not be paid shift premium for the hours for which he is paid an overtime rate.

10.13 Weekend shift workers shall not be paid shift premium for any hours worked between seven (7) a.m. and three (3) p.m.

10.14 A leadman's duties shall include that of instructing, training and assigning employees but shall not include the authority to discipline employees. A leadman does not have charge or responsibility over a worker or work place, and is not considered to be a member of supervision. It is further acknowledged that the leadman is not deemed to be a supervisor for purposes of the Occupational Health and Safety Act. When performing such work the production leadman shall be paid an increase in his normal hourly rate of sixty (60) cents per hour and for the maintenance leadman, **one (1) dollar** per hour for hours so applied.

10.15 An employee who is injured in the factory and who is required to obtain treatment at the factory location and/or who is required to obtain treatment at another medical location shall be paid for such time lost from the normal shift during which the accident occurred at his normal hourly rate.

10.16 An employee scheduled to take the general accounting inventory shall be paid at his normal hourly rate.

10.17 An employee who progresses to or is the successful applicant for a job posting shall be paid his former job rate until he qualifies in the new job or after ninety (90) worked days in the new job,

which ever first occurs.

10.18 The Company shall pay employees their weekly wages each week as follows: Wednesday shift #3 before shift end. Thursday shifts #1 and #2 before shift end. In a calendar week that contains a paid holiday prior to pay day or should a data processing machine breakdown occur prior to pay day, the pay day for that week may be one full day later.

Interim Increase Formula

10.19 The Supplemental Agreement covering the Interim Increase formula attached hereto forms part of this agreement.

ARTICLE XI

VACATIONS

11.01 An employee who has one (1) or more years of seniority as of the current calendar year shall be granted a vacation, the entitlement of which shall be based upon his seniority and the payment for which shall be based on his seniority and a percentage of the employee's wages received by him from the Company from January 1st of the preceding calendar year to December 31st of the preceding calendar year (unless otherwise provided under clause 11.02). The entitlement and payment shall be based on the following schedule:

Seniority as of the Current Calendar	Vacation Entitlement	Vacation Payment
Group A		
less than one (1) year (includes probation employees)	Nil	4%
Group B		
one (1) year but less than five (5) years	2 calendar weeks	4.5%
Group C		
five (5) years but less than ten (10) years	3 calendar weeks	6.5%
Group D		

ten (10) years but less than seventeen (17) years	4 calendar weeks	8.5%
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Group E

seventeen (17) years but less than twenty-five (25) years	5 calendar weeks	10.5%
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Group F

twenty-five (25) years or more	6 calendar weeks	12%
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Vacation periods scheduled as per letter of understanding #9/1(a) will be scheduled in full weeks, Sunday through the following Saturday except for employees in groups (C), (D), (E), and (F) of clause 11.01 who will be permitted to split all weeks in excess of two full weeks.

Employees in Group B, who through circumstances beyond their control, need to split their vacation entitlement prior to the declaration of the summer shutdown schedule, may be permitted to do so, with the understanding that they may be required to take an unpaid leave of absence if their department or machine is not required to operate as per letter of understanding #9/1(a).

Beginning in 1999, employees will have the opportunity to once a year, at benefit enrollment time, to declare their intentions to receive a lump sum cash payment in lieu of any vacation time in excess of two (2) weeks, (in weekly increments) payable the last pay period in June.

- 11.02 a) In the first year of employment, an employee may choose to receive four (4) percent of his wages received from his date of employment to December 31st of the current calendar year.
- b) An employee who completes one year of employment in the current calendar year will be entitled to vacation and payment as per the schedule in 11.01 less any payment received under (a) above.
- 11.03 a) Vacation periods will be scheduled by the Company giving due consideration to production requirements, seniority, employees' wishes and related situations. No vacation entitlement or payment will be authorized except as defined in this article.
- b) Employees must request vacation on the approved form a minimum of two (2) weeks prior to the requested vacation period except in extreme or unusual circumstances. **In the case of vacations requested for the fourth quarter of any calendar year, employees must request vacation on the approved form by no later than the third (3rd) Friday of September except in extreme or unusual circumstances.** No employee will take vacation unless it is authorized by his supervisor.

- 11.04 The Company will make every effort to notify each employee at least three (3) months prior to the commencement of his scheduled vacation. This clause pertains only to the two (2) calendar weeks' vacation of employees entitled to a vacation of two (2) or more weeks.
- 11.05 Vacation payment will be made in accordance with 10.18 provided the employee is in compliance with 11.03(b).
- 11.06 When the Company follows its normal policy of closing down for vacation, employees not scheduled to work during the shutdown period will take their vacation at that time. The Company will make every effort to notify employees at least four (4) months prior to the date of closing down.
- 11.07 Vacation payment will not be made to an employee while he is absent from work by reason of sickness, injury or leave of absence. If vacation payment is not made and if upon the employee's return to work:
- a) the Company is unable to schedule his vacation prior to December 1st of the current calendar year; or
 - b) the employee is unable to return to work prior to December 1st of the current calendar year; the Company will pay the employee the vacation payment to which he is entitled.

Exception:

In extenuating circumstances the Company may make the vacation payment for such employees during the vacation shutdown period.

- 11.08 a) An employee with one year of seniority or more whose employment with the Company is terminated for any reason will receive the appropriate amount of vacation pay to which he is entitled under the provisions of this Article. This shall include vacation pay calculated on his earnings during the previous calendar year and the current calendar year to the date of separation, less any monies which he shall have received in the form of vacation pay with respect to these periods.
- b) An employee with less than one year of seniority, whose employment is terminated for any reason, will receive as vacation pay, four (4) percent of his earnings since his date of hire.
- 11.09 An employee who has been laid off and subsequently rehired shall be paid his vacation pay in accordance with clause 11.01 less any vacation payment received by him in accordance with clause 11.08.
- 11.10 Employees must take the vacation to which they are entitled during the current calendar year (exception: see "Choices" agreement and clause 11.01).
- 11.11 In no instance will a vacation payment be paid twice for the same period of time.

- 11.12 When an employee has been unable to work during the preceding calendar year or any part thereof due to sickness or injury and for these reasons only the vacation pay is forty (40) hours multiplied by his regular rate plus C.O.L.A. if applicable, he shall receive a minimum weekly vacation payment calculated as above provided the employee has worked three (3) months during the calendar year in which the vacation is granted.
- 11.13 In this article XI, the term "wages received" shall mean all wages, prior year's vacation payments and short work week benefits, received by the employee in the applicable period.
- 11.14 If an employee agrees to work when called in to work while on vacation, he will be paid straight time and be required to take equivalent holiday time at a later date. If an employee is requested to work the Sunday before his commencing vacation or on the Saturday following his vacation, he will be paid at the applicable rate.

ARTICLE XII
GENERAL

- 12.01 No employee of the Company or individuals of any outside source not covered by this collective agreement, shall perform production or maintenance work, (except as provided for in Letter of Understanding #7), that would be done by employees in the bargaining unit except for the purpose of instruction or training employees, and in emergencies when regular employees are not immediately available.

In the case of new machinery and/or equipment, the Company will advise the Negotiating Committee the date such machinery and/or equipment has been accepted by Engineering and is approved for production trial runs, at which time members of the bargaining unit will be assigned to the machine for all production operations. Prior to such acceptance and approval, supervisory and/or non bargaining unit personnel may do such tests as are required to permit acceptance by Engineering, and the Company will notify the Union prior to such tests. If such tests indicate that adjustments to the machinery and/or equipment are required, they will be performed by members of the bargaining unit and/or by employees of the manufacturer.

For the purpose of this clause only, it is understood that new machinery includes machinery taken out of production with the crews assigned to other machinery, dismantled, redesigned and rebuilt, either inside or outside the plant.

- 12.02 The following form part of this agreement:

The Maintenance Training Plan
The Welfare Benefit Plan
Letters of Understanding #1 through #24
The Pension Benefit Plan
The Supplemental Unemployment Benefit Plan
Appendix A
Appendix B
Appendix C - Job Progression
Appendix D – Weekend Crewing
Appendix E - Overtime Guidelines

12.03 The Company will continue to supply the safety and wearing apparel as normally supplied at the present writing and under similar conditions and as may be mutually agreed during the term of this agreement. Company subsidy on the purchase of plant safety shoes up to two (2) pairs per employee per year as follows:

Mixing, Printing, Blender/Banbury & Dry Laminator Departments

Effective March 1, **2005**:

- 1st pair of Leather or Conductive Soled Safety Shoes to a maximum of **\$120.00**.
- 2nd pair of Leather or Conductive Soled Safety Shoes to a maximum of **\$90.00** subject to Company approval.

Effective March 1, **2006**:

- 1st pair of Leather or Conductive Soled Safety Shoes to a maximum of **\$130.00**.
- 2nd pair of Leather or Conductive Soled Safety Shoes to a maximum of **\$100.00** subject to Company approval.

Employees must inform themselves as to the definition of "conductive soled" before purchasing.

Balance of Plant

Effective March 1, **2005** - **\$90.00** maximum
 - **\$55.00** maximum 2nd pair
 subject to Company approval.

Effective March 1, **2006** - **\$100.00** maximum
 - **\$65.00** maximum 2nd pair
 subject to Company approval

Winter Apparel

Company will provide winter **apparel** to those employees whose job functions require them to be out of doors on a regular basis.

- 12.04 a) The Company agrees that there shall be a plant safety committee consisting of **up to seven (7)** members, **up to three (3)** of whom shall be appointed by the Company and **up to four (4)** shall be appointed by the Union. The Joint Health and Safety Committee members will be trained and certified within one year of appointment. The committee shall once per month conduct a safety tour and once per month hold a meeting for the purpose of eliminating working hazards in the factory and to formulate policies for recommendation to the Company for the benefit of the health and welfare of employees. The Company will provide the Union with a copy of the lost time accident report form.
- b) In the event of a lost time injury or in the case of a high incidence of injuries of the same operation or process, an investigation of the problem or cause of such injuries shall be

made by a group of three whose members shall be; the supervisor concerned, the safety supervisor and a Union safety committee member. This group shall report their findings to the Company for their consideration.

- c) The Union safety committee members shall be issued individual passes for entering the plant when off shift for the purpose of investigating an accident per subsection (b) of this clause or for purpose of investigating a claim of an unsafe condition which requires the presence of Company and Union representatives as required under the Employee Health and Safety Act, Ontario. When entering the plant, the committee member shall follow the procedure as laid down in clause 4.07.

12.05 The Company will pay the full cost, and will provide the employees and Union with copies of:

- a) The Collective Labour Agreement and Letters of Understanding,
- b) The CHOICES Flexible Benefit Plan,
- c) The Pension Benefit Plan,
- d) The Supplemental Unemployment Benefit Plan,
- e) The Maintenance Training Plan,
- f) Overtime Guidelines,

to employees and to the Union for its files for the term of this Collective Agreement.

ARTICLE XIII

DURATION OF AGREEMENT

13.01 This agreement shall be effective from March 1, **2005**, and shall remain in full force until February **29, 2008**, and thereafter from year to year unless either party gives to the other party notice, in writing, of cancellation within a period of not less than two (2) months or more than three (3) months prior to February **29, 2008**, or an anniversary date thereafter.

13.02 Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of not less than two (2) months or more than three (3) months prior to February **29, 2008**, or an anniversary date thereafter, in which event the parties shall meet as early as possible to consider the proposed revision and during such time this collective agreement shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations continue for two (2) months without agreement, this agreement may be canceled by either party upon written notice to the other.

13.03 In the event of written notice of cancellation having been given by either party, as herein provided, negotiations shall continue on during the period of cancellation with a view to effecting a new agreement. Should such negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect as provided in The Ontario Labour Relations Act.

In witness, whereof the parties have executed this agreement this 25th day of February, 2004.

Signed, sealed and delivered on **March, 2005** , in the presence of:

For the Company

For the Union

M. Campanelli

J. Olides

D. Davidson

H. Smith

J. Roppel

J. Reid

D. Yost

J. Elliott

K. Williamson

K. Dalgity

J. Hibbs

J. Harvey, Int. Rep.

COST OF LIVING ALLOWANCE

In the third year of this Collective Agreement, the cost of living allowance will be introduced in the month following the month in which the Consumer Price Index (Stats Canada) exceeds the February **2007** Consumer Price Index multiplied by 1.04 (**1992** = 100). The C.P.I. for the month, which exceeds the February **2007** C.P.I. multiplied by 1.04, shall be the base.

1. The first C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the third month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the base and the C.P.I. for the third month following introduction of the C.O.L.A. and shall be paid for all hours worked in this period.
2. The second C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the sixth month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the C.P.I. for the third month following introduction of C.O.L.A. and the C.P.I. for the sixth month following introduction of C.O.L.A. and shall be paid on all hours worked in the fourth, fifth and sixth months following introduction of the C.O.L.A.
3. The third C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the ninth month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the C.P.I. for the sixth month following introduction of C.O.L.A. and the C.P.I. for the ninth month following introduction of C.O.L.A. and shall be paid on all hours worked in the seventh, eighth and ninth months following introduction of the C.O.L.A.
4. The fourth C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the twelfth month following the month in which the C.O.L.A. is introduced.
Payment will be based on the difference between the C.P.I. for the ninth month following introduction of C.O.L.A. and the C.P.I. for the twelfth month following introduction of C.O.L.A. and shall be paid on all hours worked in the tenth, eleventh and twelfth months following introduction of the C.O.L.A.
5. Should the C.O.L.A. be introduced such that the last period of payment eligibility prior to termination of this Collective Agreement is less than three (3) months, then the last payment shall be made based upon the difference of the C.P.I. at the end of the previous period and the C.P.I. for February **2007**.
6. The Cost of Living Allowance payments shall be paid on the basis of one (1) cent per hour for each 0.096 rise in the C.P.I. (**1992** = 100) for any period as defined above.
7. Payment of the C.O.L.A. in any one period of three months shall be limited to twenty (20) cents maximum.
8. At the time C.O.L.A. is calculated, fractional changes in cents per hour will be rounded off to the nearest cent.
C.O.L.A. will be paid on all hours worked, including equivalent straight time hours for statutory holidays, vacations, bereavement clause 10.03 and Civic Duty clause 10.04.
If there is a decrease in the C.P.I. to a level which is less than the February **2007** C.P.I. multiplied by 1.04, the C.O.L.A. shall not be payable.

APPENDIX "A"

The Company and the Union agree that the following are the Ceiling Hourly Rates for the classifications as herewith listed for the duration of the Collective Labour Agreement (inequities included in rate where applicable).

DATE EFFECTIVE

<u>Department</u>	<u>Occupation</u>	<u>March 1, 2005</u>	<u>March 1, 2006</u>	<u>March 1, 2007</u>
36 Sample Printer	*Sample Printer Operator	20.89	21.44	21.94
	*Sample Printer Operator Assistant	20.59	21.14	21.64
37 #5 Cal.	*Calender Operator	21.97	22.52	23.02
38 #4 Cal.				
39 #6 Cal.	*Assistant Operator	21.11	21.66	22.16
42 #3 Cal.	Millman Feeder	20.37	20.92	21.42
	Windup Operator	20.30	20.85	21.35
41 Die Cutter	*Die Cutter Operator	21.28	21.83	22.33
43 Material Handling	Material Handlers	20.05	20.60	21.10
45 Print Utility	Print Utility Operator	20.21	20.76	21.26
#3, 4 & 5 Printers	*Printer Operator "A"	21.74	22.29	22.79
75 #3 Printer	(Three machines)			
64 #4 Printer				
46 #5 Printer	*Printer Operator	21.63	22.18	22.68
	*Printer Operator "B"	21.43	21.98	22.48
	(Two machines)			
	*Printer Operator "C"	21.21	21.76	22.26
	(Home machine)			
	*Assistant Operator	20.66	21.21	21.71
	Windup/Infeed Operator "A"	20.26	20.81	21.31
	(Three machines)			

	Windup/Infeed Operator (Home machine)	20.21	20.76	21.26
47 #4 Grainer	*#4 Grainer Operator	21.28	21.83	22.33
48 Inspection	*Fabric Inspector/Layflat Table	20.46	21.01	21.51
	*Fabric Inspector	20.46	21.01	21.51
	Material Handling Utility Operator	19.92	20.47	20.97
	Serviceman	19.82	20.37	20.87
49 Blender/ Banbury	*Blender/Banbury Operator	20.85	21.40	21.90
	Blender/Banbury Utility	20.33	20.88	21.38
50 #1 & #4 Laminator	*Laminator Operator	21.28	21.83	22.33
51 Calender Utility	Calender Utility Man	20.30	20.85	21.35
55 Plastisol	*Primary Plastisol Operator	21.64	22.19	22.69
	*Plastisol Operator	20.97	21.52	22.02
	*Intermediate Plastisol Operator	20.76	21.31	21.81
	Windup Operator	20.30	20.85	21.35
	Paper Rereeler Operator	20.23	20.78	21.28
82 Plastisol Paste Mixing	*Paste Mixer	20.85	21.40	21.90
56 #3 Laminator	*Laminator Operator	21.27	21.82	22.32
	*Assistant Operator	20.61	21.16	21.66
	Infeed Operator	20.21	20.76	21.26
60 Prep Table Inspection	Prep Table Inspector	20.46	21.01	21.51
#7 Printers 63 #7 Printer 68 #8 Printer	*Printer Operator "A" (Two machines)	21.74	22.29	22.79

	*Printer Operator	21.63	22.18	22.68
	*Printer Operator "C" (Home machine)	21.21	21.76	22.26
	*Assistant Operator	20.66	21.21	21.71
	Windup/Infeed Operator "A" (Two machines)	20.26	20.81	21.31
	Windup/Infeed Operator (Home machine)	20.21	20.76	21.26
65 Mixing	*Colour Matcher Mixer Material Controller	21.66	22.21	22.71
	*Colour Formulator	21.61	22.16	22.66
	*Colour Matcher Mixer	21.51	22.06	22.56
	*Colour Matcher	20.52	21.07	21.57
	*Assistant Colour Matcher	20.34	20.89	21.39
	Solution Mixer	20.17	20.72	21.22
	Utility Operator	19.82	20.37	20.87
	Asst. Utility Operator	19.77	20.32	20.82
71 Maintenance	Electrician	24.75	25.30	26.05
	Machinist	24.69	25.24	25.99
	Millwright	24.69	25.24	25.99
	Pipefitter	24.69	25.24	25.99
	Powerhouse Operator	24.93	25.48	26.23
	Carpenter	24.69	25.24	25.99
	Oiler	23.70	24.25	25.00
	Environmental Helper	21.28	21.83	22.33
	Stockkeeper	20.52	21.07	21.57
	Helper	19.82	20.37	20.87
	Janitor	19.77	20.32	20.82

72 Reclaim	Fork Lift Truck Operator	19.92	20.47	20.97
80 Compound	*Colour Compounder	20.46	21.01	21.51
	Colour Weigher	20.08	20.63	21.13
81 Microperforator	*Perf./Slitter/Rereeler Operator	20.23	20.78	21.28
83 Dry Laminator	*Dry Laminator Operator	21.28	21.83	22.33
85 #5 Grainer	*#5 Grainer Operator	21.28	21.83	22.33
90 Shipping	*Shipper	20.59	21.14	21.64
	Film Wrapper	20.15	20.70	21.20
	Intermediate Service/ Fork Truck Operator	19.92	20.47	20.97
92 Receiving	*Receiver	20.59	21.14	21.64
	*Assistant Receiver	20.11	20.66	21.16
	Truck Driver	19.99	20.54	21.04
	Warehouseman/Fork Lift Truck Op.	19.92	20.47	20.97
93 Brantford Warehouse	*Warehouseperson	21.06	21.61	22.11

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs.

APPENDIX "B"

The Company and the Union agree that the following is a listing of departments and groups relative to lay-off and recall procedure.

Group #1

#3 Calender
#4 Calender
#5 Calender
#6 Calender
Blender Banbury
Calender Utility

Group #2

#3 Printer
#4 Printer
#5 Printer
#7 Printer
#8 Printer
#9 Printer
Sample Printer
Print Utility

Group #3

#1 and #4 Laminator
#3 Laminator

Group #4

Shipping
Receiving
Material Handling
Brantford Warehouse
Maintenance (Service)

Group #5

Inspection

Group #6

Mixing

Group #7

Maintenance
Trainee (Apprentice)

Group #8

Reclaim

Group #9

Plastisol Department
Microperforator
Prep Table Inspection
Paste Mixing

Group #10

Dry Laminator
Die Cutter
#4 Grainer
#5 Grainer

Group #11

Compound

Group #12

Unclassified Department

APPENDIX "C"

JOB PROGRESSION

1. In order for an employee to benefit under "job progression", he must have seniority and be considered as an experienced employee on the job from which he progresses.
2. When a permanent vacancy occurs in a department, the employee who is capable and who has the most seniority on the preceding job in such department shall be offered the vacancy except as noted in (6) below.
3. When the permanent vacancy is not filled in (2) above, the procedure shall continue through all preceding jobs in the department.
4. When the permanent vacancy is not filled in (3) above, the Company shall post the vacancy or vacancies as per clause 5.12 Job Posting.
5. To fill a vacancy in a classified Level I job in any department, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy. In the case of Level II vacancy in the Calender Department, the job vacancy will be filled by the Junior Millman if not filled by #2 above.

When a vacancy occurs in the Department 49, the employee who is capable and who has the most seniority on the preceding job in Department 49 shall be offered the vacancy. If the vacancy is not filled, the junior Blender/Banbury Utility Operator will fill the vacancy.

To fill a vacancy in Department 55 in a classified Level I and Level II jobs, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If the vacancy is not filled, the junior employee must progress to fill the vacancy. To fill a vacancy in Department 55 in a classified Level III job, the junior employee in the Level IV job must progress to fill the vacancy if the vacancy is not filled by voluntary progression by a senior employee in the Level IV job.

In order to qualify for a classified job in Department 65 and Inspector in Department 48, an employee must successfully meet the standards for colour matching aptitude established by the Company. To fill a vacancy in a classified Level I, II or III job in Department 65, the senior employee in the classification preceding the vacancy shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy.

The provision of this paragraph (6) does not apply to vacancies within departments 48, 80, 90 and 92.

6. Should an employee in the group be on vacation at the time a job is posted under #4 above, the Company shall assume that he has made application for the job posting until he advises the Company to the contrary.

7. Any employee who progresses under two (2), three (3) or six (6) above is not permitted to regress unless laid off from the job.
8. Employees must train on succeeding jobs to an acceptable level of competency within the accepted time frames for training for such jobs where job progression is in effect.
9. When weekend crewing is in effect, job progression may occur within either the normal five (5) day or weekend schedule unless the affected employee agrees to do otherwise.

The following is the job progression for:

Department #36 - Sample Printer

- *1. Sample Printer Operator
- *2. Sample Printer Operator Assistant

Department #37 - #5 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #38 - #4 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #39 - #6 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #41 - Die Cutter

- *1. Die Cutter Operator

Department #42 - #3 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #43 – Material Handling

1. Material Handler

Department #45 - Print Utility

1. Print Utility Operator

Department #46 - #5 Printer

- *1. Printer Operator "A" (Three machines)
- *2. Printer Operator
- *3. Printer Operator "B" (Two machines)
- *4. Printer Operator "C" (Home machine)
- *5. Assistant Operator
6. Windup/Infeed Operator (Three machines)
7. Windup/Infeed Operator (Home machine)

Department #47 - #4 Grainer

- *1. #4 Grainer Operator

Department #48 - Inspection

- *1. Fabric Inspector/Layflat Table
- *2. Fabric Inspector
3. Material Handling Utility Operator
4. Serviceman

Department #49 - Blender Banbury

- *1. Blender/Banbury Operator
2. Blender/Banbury Utility Operator

Department #50 - #1 and # 4 Laminator

- *1. Laminator Operator

Department #51 – Calender Utility

- (A) Calender Utility Operator

Department #55 - Plastisol

- *1. Primary Plastisol Operator
- *2. Plastisol Operator
- *3. Intermediate Plastisol Operator
4. Windup Operator
5. Paper Rereeler Operator

Department #56 - #3 Laminator

- *1. Laminator Operator
- *2. Assistant Operator
- 5. Infeed Operator

Department #60 – Prep Table Inspection

- 1. Prep Table Inspector

Department #61- #9 Printer

Department #63 - #7 Printer

- *1. Printer Operator “A” (Two machines)
- *2. Printer Operator
- *3. Printer Operator “C” (Home machine)
- *4. Assistant Operator
- 6. Windup/Infeed Operator (Two machines)
- 7. Windup/Infeed Operator (Home machine)

Department #64 - #4 Printer

- *1. Printer Operator “A” (Three machines)
- *2. Printer Operator
- *3. Printer Operator “B” (Two machines)
- *4. Printer Operator “C” (Home machine)
- *5. Assistant Operator
- 6. Windup/Infeed Operator (Three machines)
- 7. Windup/Infeed Operator (Home machine)

Department #65 - Mixing

- *1. Colour Matcher Mixer Material Controller
- *2. Colour Formulator
- *3. Colour Matcher Mixer
- *4. Colour Matcher
- *5. Assistant Colour Matcher
- 6. Solution Mixer
- 7. Utility Operator
- 8. Assistant Utility Operator

Department #68 - #8 Printer

- *1. Printer Operator “A” (Two machines)
- *2. Printer Operator
- *3. Printer Operator “C” (Home machine)
- *4. Assistant Operator
- 5. Windup/Infeed Operator (Two machines)

6. Windup/Infeed Operator (Home machine)

Department #71 - Maintenance

Trades:

- | | |
|-----------------|--------------------------|
| (A) Electrician | (E) Carpenter |
| (B) Machinist | (F) Oiler |
| (C) Millwright | (G) Trainee (apprentice) |
| (D) Pipefitter | (H) Powerhouse Operator |

Service:

- (A) Stockkeeper
- (B) Helper
- (C) Janitor
- (D) Environmental Helper

Department #72 - Reclaim

- 1. Fork Lift Truck Operator

Department #75 - #3 Printer

- *1. Printer Operator "A" (Three machines)
- *2. Printer Operator
- *3. Printer Operator "B" (Two machines)
- *4. Printer Operator "C" (Home machine)
- *5. Assistant Operator
- 6. Windup/Infeed Operator (Three machines)
- 7. Windup/Infeed Operator (Home machine)

Department #80 - Compound

- *1. Colour Compounder
- 2. Colour Weigher

Department #81 - Microperforator

- *1. Perforator/Slitter/Rereeler Operator

Department #82 – Plastisol Paste Mixing

- 1. Paste Mixer

Department #83 - Dry Laminator

- *1. Dry Laminator Operator

Department #85 - #5 Grainer

- 1. #5 Grainer Operator

Department #90 - Shipping

- *1. Shipper
- 2. Film Wrapper
- 3. Intermediate Service/Fork Truck Operator

Department #92 - Receiving

- *1. Receiver
- *2. Assistant Receiver
- 3. Truck Driver
- 4. Warehouseman/Fork Lift Truck Operator

Department #93 - Brantford Warehouse

- *1. Warehouseperson

Note: Where numbers appear in this agreement in conjunction with a "job" such denotes job progression is in effect. Where there are no numbers there is no job progression.

Any deletions, additions or changes required in this agreement will be negotiated between the parties.

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs. Employees must train on succeeding jobs to an acceptable level of competency within accepted time frames for training for such jobs where job progression is in effect. When training is completed and employee is qualified, he shall work one (1) shift every two (2) weeks five (5) day worker, and one (1) shift every three (3) weeks in the case of the weekend workers on the succeeding job.

This Agreement will operate concurrently with and for the term of the Collective Labour Agreement between the Company and the Union.

APPENDIX "D"

WEEKEND CREWING

Where not specifically outlined in the body of this agreement, the following provisions shall apply for weekend crewing.

INITIAL CREW SELECTION, VACANCIES - PRIOR TO POSTING

Employees currently working in the affected departments will, in order of seniority, be offered an opportunity to work the weekend crew beginning with the operators and following down the progression system. Job opportunities will be offered on a "job for job" basis. Upon completion of this step, employees who have agreed to work weekend shall progress consistent with Appendix "C". All remaining vacancies shall be filled consistent with Appendix "C".

Vacancies remaining on the weekend crew following this exercise within the department will be offered to the group on a similar process of transfer to the weekend and progression, and finally all remaining positions will be filled by job posting.

Vacancies created on the five (5) day schedule where weekend crewing is in effect, will be treated in the

same manner as above.

Employees shall not be required to progress from the five (5) day schedule to weekend or weekend to five day.

In the event of a permanent vacancy occurring on weekends or five (5) day schedule, where weekend crewing is in effect, the vacancy will be offered to the senior person, in either the same job classification or preceding job under job progression. In all cases the most senior employee will be offered the vacancy.

SENIORITY

Refer to Article 5.01 of the Collective Agreement.

Refer to Article 5.03 of the Collective Agreement.

Employees may be loaned from one job to another for a period not exceeding four (4) consecutive weeks. Such time may be extended by mutual agreement. When a loan will exceed three (3) normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such job while on loan, his transfer date shall be that of the first day of loan. When weekend crewing is in effect, loan transfers shall only occur within either the normal five (5) day or the weekend schedule, unless the individual employee(s) affected agree(s) otherwise.

JOB POSTING

Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees who have acquired seniority. An employee wishing to make application for job postings must do so in writing at the Human Resources Department during the posting period. Such applications will be in duplicate and date stamped by the Human Resources Department upon receipt. A copy of the application will be retained by the employee.

When weekend crewing is in effect, Job Posting applications from weekend workers shall be signed and dated by the employee's immediate supervisor. A copy of the application will be retained by the employee.

LAY-OFF WEEKEND CREWING

When weekend crewing is in effect, lay-off shall occur in accordance with this article and in the following order:

Employees on the weekend shift shall be laid-off within the Weekend Schedule as per 5.18 of the C.L.A. Employees declared surplus upon completion of 5.18(d) of the procedure within the Weekend Schedule shall bump into the five (5) day schedule. They shall exercise bumping rights consistent with 5.18(c) at the job level they held at the time of displacement from the weekend crew. Following this, they shall follow the procedure defined in 5.18 of the C.L.A.

PAID HOLIDAY

A weekend worker shall be paid for eight (8) hours of pay at his regular straight time rate for each paid holiday that the employee qualifies for. These paid holidays shall accumulate in each calendar year and be paid with the first full pay week in December (see Article 9 of the Collective Agreement)

VACATIONS

Vacation week shall consist of a Saturday and a Sunday. Employees shall not be required to take split weekends as vacation.

SICKNESS AND ACCIDENT INSURANCE SUPPLEMENTARY UNEMPLOYMENT BENEFIT

These plans shall be administered consistent with the spirit and intent of the five (5) day schedule.

WEEKEND WORKERS SCHEDULE FOR TIME CHANGE FROM EST - EDT AND EDT -EST

Spring Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 10:30 p.m. EST - 11-1/2 hours on Saturday.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 10:30 p.m. EST and work to 11:00 a.m. EDT Sunday - 11-1/2 hours.

Fall Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 11:30 p.m. Saturday - 12-1/2 hours.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 11:30 p.m. EDT on Saturday and work to 11:00 p.m. EST on Sunday - 12-1/2 hours.

Under these conditions employees will be paid twelve (12) hours at the applicable rate provided they complete this schedule.

APPENDIX "E" OVERTIME GUIDELINES

1. Clause 8.09: "It is recognized that it may be necessary to work beyond the normal hours per day or week and the Union and employees will co-operate in performing overtime. The Company agrees that when overtime is scheduled, it will be divided as evenly as possible among the employees who usually do the work. When overtime is necessary due to absenteeism of employees, the Company has the right to loan employees from other jobs to fill the vacancies. Failing this, the overtime will be divided as evenly as possible among the employees who usually do the work. The Company will give consideration to personal commitments of employees when overtime is scheduled. Employees shall have the right to refuse offered overtime consistent with the Overtime Guidelines.
2. a) The Company shall have the right to loan a qualified employee from some other job in the

Company, at straight time, to fill the job vacancy before overtime is offered to another employee.

- b) If there is no employee available as stated in (a) above, then the Company will fill the job vacancy on an overtime basis by requesting overtime of an employee or employees who usually do the job on the five (5) day schedule. Failing this, the overtime will be offered to the employees on weekend crewing who usually do the job.
 - c) If the employee who usually does the job is not available or refuses the overtime then overtime will be distributed among those employees who are qualified in the Company's opinion to do the job. The intent of this paragraph is administered through the application of section 7, 8, 9, 10, and 11 contained herein.
3. Supervisor is to check with shift employees and keep a listing of those who agree to be called and will work overtime on the 11:00 p.m. to 7:00 a.m. shift. This normally occurs when the Company has not been advised until late in the evening that the employee will not be in on midnight shift and requires keeping the employee over who is on the 3:00 p.m. to 11:00 p.m shift and having the employee who is on 7:00 a.m. to 3:00 p.m. come in at 3:00 a.m. and weekend shifts.
 4. The supervisor is to keep a record and make sure that overtime is being distributed as evenly as possible.
 5. When an employee continually refuses overtime, the supervisor will advise him that he is not going to ask him again until such time the employee advises the supervisor that he is available for overtime again. Each time his turn comes up, he will be charged with the refusal. It is understood that in case of emergency or others not being available, he will be required to co-operate and work his share of overtime.
 6. The Company policy has been that no employee should work any shift longer than twelve (12) hours due to the danger of injury from fatigue, except in extreme case of emergency or on the last shift of the week on the five day schedule (3:00 p.m. to 11:00 p.m. shift Friday). The Operations Manager or his designate must preauthorize such overtime. The Company will advise the union of such cases. There are no circumstances when an employee will work more than sixteen (16) hours in a twenty-four (24) hour period.

Coverage For First Shift of Three (3) Shift - Five (5) Day Schedule

7. When a department or machine is short handed on the first full shift of the five (5) day schedule, whether it is a regular or an overtime shift, then:
 - a) The employee who normally does the job from the shift two shifts later will be requested to work the full shift. Failing this,
 - b) The employee who normally does the job from the weekend shift, if any, will be offered the full eight (8) hours. Failing this,

- c) An employee in the department from the shift two shifts later, who is qualified and who has the least amount of overtime will be requested to work the full shift. Failing this,
- d) The employee in the department who is qualified from the weekend shift, if any, with the least amount of overtime, if any, will be offered the full eight (8) hours.
- e) If the Company is unsuccessful in covering the first full shift of the week per (a) through (d) above, the procedure outlined therein will be executed to cover the first four (4) hours of the shift and the balance of the shift will be offered to the employee in the department who usually does the job on the following shift. Failing this, it will be offered to qualified employees in the department with the least amount of overtime on the following shift. Failing this,
- f) The vacancy will be filled at the Company's discretion.

Coverage For Last Shift of Three (3) Shift - Five (5) Day Schedule - No Weekend Crewing (reference #6 overtime guidelines)

- 8. When a three (3) shift department or machine is short handed on the last shift of each week, whether it is a regular shift or overtime, then the employee who normally does the job from the shift two shifts prior will be offered the overtime for the full shift. Failing this,
 - a) The overtime for the full shift will be offered to all qualified employees in the department on the shift two shifts prior, beginning with the employee with the lowest amount of overtime. Failing this,
 - b) The overtime for the full shift will be offered to all qualified employees in the group on the shift two shifts prior, beginning with the employee with the lowest amount of overtime. Failing this,
 - c) The employee who normally does the job on the previous shift will be offered the overtime for the full shift. Failing this,
 - d) Overtime for the full shift will be offered to all qualified employees in the department on the previous shift beginning with the employee with the lowest amount of overtime. Failing this,
 - e) The overtime for the full shift will be offered to all qualified employees in the group in the previous shift beginning with the employee with the lowest amount of overtime. Failing this,
 - f) The vacancy will be filled at the Company's discretion.

Coverage For Five (5) Day Schedule - Three (3) Shifts Other Than First or Last Shift

- 9.
 - a) When a department or machine is short handed on other than the first or last shift of the week (per section 7 and 8), the employee on the preceding shift who usually does the job will be offered the first four (4) hours and the employee who usually does the job on the following shift will be offered the last four (4) hours of the shift. Failing this,
 - b) Any hours not covered in (a) above will be offered to the weekend shift employee, if any,

who usually does the job, beginning with the employee with the lowest amount of overtime. Failing this,

- c) The qualified employees in the department on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
- d) The full or part shift will be offered to the other qualified employees in the department on the weekend shift, if any, beginning with the employee with the lowest amount of overtime. Failing this,
- e) The qualified employees in the group on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
- f) The qualified employees in the group on the weekend, if any, beginning with the employee with the lowest amount of overtime will be offered the overtime hours. Failing this,
- g) The vacancy will be filled at the Company's discretion.

Coverage For 3:00 p.m. - 11:00 p.m. Shift Friday Where Weekend Crewing is in Effect (reference #6 overtime guidelines)

- 10. On a three (3) shift operation where weekend crewing is in effect, the following procedure will be used to cover 3-11 shift on Friday.
 - a) Request eight (8) hours overtime from the employee who normally performs the work on shift #1 (11:00 p.m. -7:00 a.m.) on the five (5) day schedule. Failing this,
 - b) Request eight (8) hours coverage from the employee who normally does the job on the 11:00 a.m. - 11:00 p.m. shift of the weekend schedule (if applicable). Failing this,
 - c) Request eight (8) hours from qualified employees in the department from shift one. Failing this,
 - d) Request eight (8) hours overtime from the qualified employees in the department on weekend shifts, (11:00 a.m. to 11:00 p.m.). Failing this,
 - e) Request four (4) hours coverage from the employee who normally does the job on shift two and request the balance of the shift from other employees qualified to do work on five (5) days then weekends, with the least amount of overtime. Failing this,
 - f) The employee on the preceding shift on the five (5) day schedule will be offered eight (8) hours. Failing this,
 - g) The vacancy will be filled at the Company's discretion.
- 11. Covering of overtime on weekends where weekend crewing is in effect, the following procedure

will be followed:

Shift 11:00 p.m. - 11:00 a.m. Saturday

- a) Overtime shall first be offered to the employee on shift one of the preceding week, Monday to Friday, who normally does the job. Failing this,
- b) Offered to the employee on shift two, Monday to Friday, who normally does the job. Failing this,
- c) Offered to the qualified employee with the lowest amount of overtime from shift one in the department. Failing this,
- d) Offered to the qualified employee with the lowest amount of overtime from shift two in the department. Failing this,
- e) Offered to the qualified employee with the lowest amount of overtime on shift one in the group, failing this shift two in the group.
- f) The vacancy will be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Saturday

- g) Offered to the employee on shift three on the Monday to Friday preceding the Saturday in question, who normally does the job. Failing this,
- h) Offered to the employee from shift two who normally does the job. Failing this,
- i) Offered to the employee who normally does the job on shift one. Failing this,
- j) Offered to the qualified employee with the lowest amount of overtime on shift three in the department. Failing this,
- k) Offered to the qualified employee with the lowest amount of overtime on shift two in the department. Failing this,
- l) Offered to the qualified employee with the lowest amount of overtime on shift one in the department. Failing this,
- m) Offered to the qualified employee with the lowest amount of overtime in the group, shift three first, then two, then one.
- n) The vacancy will be filled at the Company's discretion.

Shift 11:00 p.m. - 11:00 a.m. Sunday

- a) Overtime shall first be offered to the employee from shift one on following week, Monday to Friday, who normally does the job. Failing this,

- b) Offered to the employee who normally does the job on shift two. Failing this,
- c) Offered to the employee who normally does the job on shift three. Failing this,
- d) Offered to the qualified employee in the department with the least amount of overtime from shift 1. Failing this,
- e) Offered to the qualified employee in the department with the least amount of overtime from shift two. Failing this,
- f) Offered to the qualified employee in the department with the least amount of overtime from shift three. Failing this,
- g) Offered to the qualified employee in the group with the least amount of overtime, shift one first, then two, then three.
- h) The vacancy will be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Sunday

- i) Offered to the employee who normally does the job on shift three of the following week, Monday to Friday. Failing this,
- j) Offered to the employee who normally does the job on shift two. Failing this,
- k) Offered to the qualified employee from shift three in the department with the lowest amount of overtime. Failing this,
- l) Offered to the qualified employee from shift two in the department with the lowest amount of overtime. Failing this,
- m) Offered to the qualified employee with the lowest amount of overtime on shift three in the group, failing this, shift two in the group.
- n) The vacancy will be filled at the Company's discretion.

12. Two Shift Operation

When a department or machine is shorthanded on the 7:00 a.m. to 3:00 p.m. shift:

- a) The employee who normally does the job from 3:00 p.m. to 11:00 p.m. will be given the option to work either 7:00 a.m. to 11:00 a.m. or 11:00 a.m. to 3:00 p.m. Failing this, proceed to next qualified employee with least amount of overtime from 3:00 p.m. to 11:00 p.m. to cover four (4) hours on the same basis as above. Failing this,
- b) Proceed to the group as above.
- c) The vacancy will be filled at the Company's discretion.

When a department or machine is shorthanded on the 3:00 p.m. to 11:00 p.m. shift (reference #6 overtime guidelines):

- a) The employee who normally does the job from 7:00 a.m. to 3:00 p.m. will be given the option to work either 3:00 p.m. to 7:00 p.m. or 7:00 p.m. to 11:00 p.m., failing this, proceed to next qualified employee with least amount of overtime to cover four (4) hours on the same basis as above. Failing this,
 - b) Proceed to group as above.
 - c) The vacancy will be filled at the Company's discretion.
13. Employees will be charged with overtime refusals if they have on their departmental file card notations such as "don't call me after "x" p.m. or don't call me" or has no phone if in the process of arranging overtime, that employee's turn for overtime arises.
14. **The overtime/absenteeism records will be posted on bulletin boards at the respective machines. This will be done on a weekly basis on each Wednesday. The records will indicate the overtime for the previous week accumulated for the month and the totaled accumulated overtime for the three (3) previous months. The last posted report shall be used as the basis for administration from 11:00 p.m. that day.**
15. On telephoning employees to set up overtime, the following shall apply:
- a) If there is no answer to the call, then no refusal will be charged.
 - b) If the call is answered by another person but the employee is not home, the employee will not be charged and the next eligible employee will **immediately** be called.
16. If an employee is absent because of leave of absence, sickness, injury or vacation he will be considered to be unavailable and shall neither be asked or charged. Employees on light duty are **eligible** for overtime **only in cases where their limitations and restrictions do not prevent them from being able to perform the duties of the work required to be performed on such overtime.**
17. A probationary employee, or a seniority employee who has transferred to another department and has not achieved departmental seniority, shall be charged with overtime accumulated by the average of the highest and lowest overtime worked by other employees in his job classification within his department.
18. If an emergency situation where prompt action is required when loss or damage to plant, equipment, material, safety of personnel or machinery is concerned, the following procedure will apply. An employee in the trade concerned will be called **at the discretion of the Company.** This section applies to maintenance personnel only. **All other sections of these overtime guidelines will apply.**
19. If any of the administration clauses 7, 8, 9, 10, and 11 fail to provide coverage, the departments

involved may work short handed and alternative arrangements for breaks, etc. will be made.

20. An employee who agrees to work overtime and fails to fulfill his/her commitment will be charged with refusing overtime. If the employee notifies the Company that he/she will not be reporting, in accordance with Company Rule #11, then the Company will fill vacancy using these guidelines. Failing this, the company may fill the vacancy at its discretion. The Company will keep records of employees who fail to report after accepting overtime. If the practice continues, the employee will be advised that he shall no longer be asked to work overtime until such time as he confirms, in writing, he is prepared to work all overtime he volunteers for.
21. Employees who have been loan transferred will be eligible for overtime on the **first (1st)** day of the transfer in the job to which they were transferred.

It is agreed that all overtime worked or refused will be charged to the employee and his department records updated accordingly.

COMPANY RULES

Reprimands, suspensions or discharge may follow infractions of Company rules, typical examples of which are listed.

- 1) Stealing Company property or that of fellow workers.
- 2) Reporting production falsely or punching other than employee's own card.
- 3) Sabotage.
- 4) Violation of safety rules.
- 5) Refusal to follow grievance procedure as outlined in this Agreement.
- 6) Reporting for work intoxicated or under the influence of alcohol or drugs.
- 7) Disorderly or immoral conduct on Company property.
- 8) Obtaining employment on basis of false information.
- 9) Repeated absenteeism.
- 10) Continued lateness.
- 11) Failure by an employee, who expects to be late or absent, to make a reasonable effort to notify the Company at least one (1) hour for dayshift and two (2) hours for the afternoon and midnight shifts prior to his scheduled starting time. Telephone number 623-1630.
- 12) Continual uncooperativeness.
- 13) Avoidable waste of material.

- 14) Defective workmanship.
- 15) Low production.
- 16) Multiple reprimands.
- 17) Endangering the life of an employee or that of fellow employees.
- 18) Smoking in areas and at times in which smoking is prohibited.
- 19) Insubordination.
- 20) Failure to report to foreman when late.
- 21) Entering Company premises without authorization when off shift.
- 22) Leaving work area without authorization at times other than canteen or lunch breaks.
- 23) Contributing to an unsanitary condition in the plant by tossing refuse about the plant.
- 24) Leaving Company premises during working hours without Company authorization.

LETTER OF UNDERSTANDING #1

Mr. J. Olides, President,
Local #862, U.S.W.A.
Canadian General-Tower Limited

Dear Mr. Olides

Day Job - President/Vice President, Local #862

The Company agrees to provide a "Day" job on steady days for the President and Vice President of Local #862 when his "regular" job involves rotating shifts, subject to the following conditions:

1. Seniority will remain and accumulate in his "regular" Department and he will be entitled to job progression and job posting. When his term of office expires, he will return to his "regular" job, or a job to which he progressed or a job to which he transferred, consistent with his seniority.
2. The President will be paid the higher of his "regular" job rate or the equivalent to the Maintenance Electrician rate. The Vice President will be paid the higher of his "regular" job rate or the equivalent to the Millwright rate.
3. It may be necessary on occasion, due to absenteeism or emergencies, to assign the President and Vice President other duties within his "day" job department.
4. It is agreed that overtime in his "day" job department will be shared with the President and Vice President in the same manner as other permanent employees.
5. It is agreed that the designated union officer functioning as acting President, in the absence of the President for periods of absence of five (5) days or more, shall be permitted to work 7-3 shift and shall be paid the President's rate.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #2

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Ventilation (Heat) Problems

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The Company will endeavor to put all its ventilating and cooling equipment in satisfactory working condition by May 18th of each year.

During the period May through September, the Company will endeavour to provide extra relief time and take all necessary steps to maintain a tolerable work environment as circumstances warrant.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #3

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Transitional Work Program

The Company and Union agree this program will apply to both occupational and non-occupational disabilities, which are temporary in nature.

The transitional work program will not normally exceed eight (8) weeks in duration. It must be a progressive plan with the final objective of returning the employee to their pre-injury job.

Participation for occupational and non-occupational injuries where transitional work has been approved is mandatory.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #4

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Pension Increase (Retirees)

This will serve to confirm the following item of understanding reached during recent contract negotiations.

If during the life of the current Agreement, the Company should elect to increase the amount of pension for present retirees, the Company will, before making such announcement, discuss each announcement with the local union.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #5

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Union Business Charges for President

This letter will confirm our understanding reached during contract negotiations.

The Company will pay the Union President of Local #862, U.S.W.A. and in his absence, his designate, up to a maximum of fifteen (15) hours per week for local Union business. These hours shall not be charged to Clause 6.06 of the current Collective Labour Agreement.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #6

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Maintenance Training Plan

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The Company will, during the term of the current Maintenance Training Plan, permit trainees to attend day school classes for three (3) separate eight (8) week periods. Trainees will be expected to attend such classes. During such periods, the Company will pay trainees the first two (2) weeks of each eight (8) week period their current rate of pay when U.I.C. payments do not apply.

The Company will also provide trainees with the current car mileage allowance payment as per Company policy provided such trainees travel to and from their classes on a one-car pool basis. In addition, each trainee will be provided with the current lunch time meal allowance for each day attending classes.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #7

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Contracting Out

This will serve to confirm the following item of understanding reached during recent contract negotiations.

It is the intent of the Company to have maintenance work in the plant performed by Company employees where it is practical to do so provided that: no additional cost will be incurred, employees have the qualifications and experience to perform the tasks involved to specifications, that the Company has the necessary equipment to perform the work, and that the work can be performed within time constraints required by the business.

In circumstances where employees of the Maintenance Skilled Trades Group are on lay-off from plant employment, the Company will offer work of a short duration (i.e. - insufficient to warrant recall to plant employment) to laid off employees qualified to do the work before using outside contractors. Performing work for the Company under these circumstances shall not be considered as a return to active employment.

Whenever possible, the Company will discuss with the Leadhand and Union Steward in respective trade in advance to contracting out work.

There will be quarterly reviews (involving both Union and Management) to assess expenditures on contractors, both current and planned; to review the contracting out process and to resolve any other current problems relating to contracting out.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #8

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Job Identification

The following summarizes the understanding reached during contract negotiations with regards to identifying when a job exists within the Cambridge Plant.

In circumstances wherein either party considers the hours of work being performed, and the frequency of such work to be regular, then the parties shall meet to discuss the situation and make such changes as deemed appropriate.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #9

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Vacation Schedules

The following summarizes the understanding we have developed regarding the practices the Company will follow regarding the plant schedules throughout the summer months in order to provide continuing customer service while allowing all our employees to enjoy a minimum two (2) weeks of continuous vacation in this period.

This letter is intended solely as a basis of administration of schedules for these periods and does not diminish or in any way amend the terms of the Collective Labour Agreement.

1. a) The Company will announce on or before the last Friday in March, a shutdown schedule identifying departments that will be shutdown for two consecutive weeks in the **five (5)** week period prior to the Civic Holiday in August **and in the one week following such holiday**. Employees in those departments will be required to take vacation at that time.
 (b) The Company will announce on or before the last Friday in March, a shutdown schedule identifying those departments that will be shutdown for one week in the **five (5)** week period prior to the Civic Holiday in August **and in the one week following such holiday**. Employees in those departments will be required to take vacation at that time.
 c) If equipment is taken off-line for maintenance purposes at anytime other than the **five (5)** week period prior to the Civic Holiday in August **and in the one week following such holiday**, employees may take vacation on a voluntary basis.
2. Employees not affected by the above schedule, on a seniority basis within a job classification, may select two (2) weeks of vacation most desirable to them during the month of July and August.
3. Employees will be required to advise the Company by the second Friday of April in each contract year, as to their vacation preference.
4. The Company will post shutdown and related shifting by May 15th of the contract year.
5. Weekend workers will have the opportunity to take two (2) weeks continuous vacation during the **five (5)** week period prior to the Civic Holiday in August **and in the one week following such holiday**.
6. If an employee's status changes after April 30th in a contract year, such that his vacation schedule is in conflict with the schedule of a required department, the Company will attempt to cover his planned vacation period. If it is not possible to cover his planned vacation period, he must work.
7. If the required department is subsequently determined not to be required, employees who cannot

change vacation plans will be permitted to complete their vacation as planned, and will be supplied work.

8. Subject to Company approval, **priority will be given to newly hired employees entitled to vacation of less than one (1) week before considering the requests of other employees** affected by 1(a) and (b) in the agreement **who** may request to fill vacancies in other departments which are operating during this time frame provided such vacancies exist and the employee is qualified.

We believe the above arrangements meet both the needs of our customers and our employees in a fair and equitable way.

Yours truly,

D. Yost
Senior Director, Cambridge Operations
Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #10

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Technological Changes

The Company and the Union recognize the social and economic impact of major process technology and equipment changes in the workplace, and accordingly, they will, in future, be guided by the principle that such changes need not automatically lead to a loss of employment; that they shall work together to implement such changes with the least socio-economic disruption of regular full time employees; and they shall be guided by the principles established in the Memorandum of Agreement regarding automation of the blender/banbury operations at Cambridge.

In the event technological change is to be implemented that significantly alters the employment status of employees, the parties shall meet at the earliest possible date to negotiate a memorandum of agreement to minimize the impact on employees.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

**LETTER OF UNDERSTANDING #11 (NEW)
TRAINING OF WEEKEND WORKERS**

**Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario**

Dear Mr. Olides

It is understood that all employees on weekend shift schedules, who require training for reasons resulting from a group bump as the result of an external lay-off, resulting in an employee selecting a job classification higher than the classification that the employee is currently in, such training shall be carried out on the five (5) day schedule.

Such employee shall be transferred to the five (5) day schedule for the duration of the training and the Company shall be flexible in accommodating shifting preference to those employees.

Upon completion of such training, such employee shall revert to the weekend shift schedule.

**D.Yost
Senior Director, Cambridge Operations**

Acknowledged,

**J. Olides, President
Local #862, U.S.W.A.**

LETTER OF UNDERSTANDING #12

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Job Transfer Delay

The provisions of Clause 5.15 of the CLA are to insure an employee is transferred to the job of his choice within a reasonable time period of his selection for such job.

It is not our intent nor that of the Union that this clause be complied with in a frivolous manner using clause 5.10 as justification for circumventing its intent.

The Union and the Company recognize that from time to time circumstances may require an extension of the defined period in 5.15 and agree to discuss same and take appropriate action as may be mutually agreed to.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #13

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Union Offices

The Company agrees that the current union offices shall be available to Local #862 for its use for the term of the collective agreement.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #14

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Unclassified Department

The Company proposes to create a classification within **Appendix B** of the Collective Agreement to be known as Unclassified with the following purpose and subject to the conditions indicated.

Purpose

The purpose of the Unclassified classification is to:

1. Provide a small reserve of employees within the plant to facilitate quicker replacement of employees due to upshifting, retirements, termination, etc. The Company shall keep the Union advised as to its plans for staff levels within Unclassified.
2. To provide a classification in which to retain employees displaced due to lay-off as provided for in 5.18(h) of the C.L.A.

Conditions

1. The number of employees in Unclassified at any given point in time will not be fixed and shall be determined at the discretion of the Company save and except for those number of employees who, due to their seniority, qualify to be Unclassified under 5.18(h).
2. Employees in Unclassified shall be assigned to a group or groups and assigned responsibilities and a shift within their assigned group.
3. During their time of assignment in a group, Unclassified employees will be trained in General Jobs, provide temporary relief to other employees in order to support the training activities within the group, provide temporary coverage for absent employees, complete housekeeping tasks and other duties as assigned.

4. Employees in Unclassified shall have only plant seniority. They may not acquire job seniority. Their seniority within Unclassified shall be their plant seniority.
5. Seniority employees who are Unclassified due to a layoff under 5.18(h) shall have bidding rights. Employees hired to Unclassified shall have no bidding rights.
6. Vacancies not filled by job progression and/or job posting shall be filled by assigning employees to the vacancy starting with the most senior employee in Unclassified. If two or more vacancies occur concurrently, the senior employee shall be given the opportunity to fill the vacancy of his choice.
7. Employees in Unclassified shall be paid a base rate equivalent to the lowest rate in the plant except in those cases as defined in 5.18(h), as required by 10.06, and subject to 10.08 of the C.L.A.
8. Seniority employees may not bump Unclassified when laid off under 5.18 except as noted specifically in 5.18(h). Entry to this Unclassified group is only via 5.18(h), hiring, and any special cases as may be mutually agreed to by the Company and the Union.
9. There is no progression in Unclassified nor is it part of any group.
10. A joint review of the effectiveness of the Unclassified Department will be held twelve (12) months after its implementation.

Yours truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #15

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

U.S.W.A. Journeyman's Card

This will serve to confirm the following item of understanding during 1995 contract negotiations.

The Company will pay for all licensing required of skilled trades, when related to their job functions.

The Company will, upon request of the Union, provide a letter for a skilled trades employee to assist him in obtaining a "U.S.W.A. Journeyman's card". Such letter shall contain a statement in reference to the employee's skills and qualifications that can be used in their recommendation to obtain a "U.S.W.A. Journeyman card".

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #16

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Occupational Health & Safety Act & Representative's Hours

During the life of this agreement the parties agree to operate within the spirit of the current Occupational Health and Safety Act.

Legislated changes to this act will be jointly reviewed for the purposes of understanding the impact on the represented employees of Canadian General-Tower Limited. The implementation of legislated changes shall not negatively impact the Health and Safety policies of Canadian General-Tower Limited or the health and safety of our employees.

The parties further agree to allocate up to a maximum of twenty (20) hours per month to a Union appointed Health and Safety Representative, for the purposes of assignments as approved by the President of Local #862, U.S.W.A. and the current Plant Manager.

The effectiveness of the above is to be reviewed on a quarterly basis in the first year of this Collective Labour Agreement.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #17

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Replacement Tools

This letter will confirm that the Company will continue its present practice of replacing worn tools and the purchase of specialty tools needed to improve the efficiency of the job.

The Company will also determine the basic tooling requirements for the Industrial Mechanic (Millwright) and other upgraded skilled trades and supply any new tools required.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #18

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Company/Union Employee Education Programs

This is to confirm the following item of understanding reached during 1998 contract negotiations.

The Company will continue to pursue Company-Union employee education programs with the objectives of enhancing occupational skills, providing opportunities for personal and career development. Such programs could provide services ranging from instruction in the basic skills or reading, writing and mathematics to computer awareness, new technology training. Union/Management related education and a tuition-assistance program.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #19

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Union/Company Relationship

The Company and the Union recognize there is a need to change the way we do business in this increasingly competitive environment. The economic health of our Company, and thus the security and well being of us all depends on our ability to respond rapidly to changes in the marketplace and to focus on the requirements of our internal and external customers to ensure they are receiving the highest standard quality of product at a cost competitive price.

The method we have chosen to pursue these goals is through a Union/Company relationship of mutual trust, respect and open communication. A relationship that addresses interests in a fair and responsible way.

The Company and the Union join together in support of greater employee involvement to gain a higher level of results in product and process quality, health, safety and environment and improving job security for the workforce.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #20

Mr. J. Olides, President
Local #862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Vacation Entitlement

This is to confirm the following item of understanding reached during the 1995 negotiations.

Employees with less than one (1) year of employment as of June 30th, will be treated the same as previous contracts for two (2) weeks vacation entitlement.

Employees with more than two (2) weeks vacation, will be entitled to their additional week in the anniversary year.

Yours truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #21

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Outsourcing

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The parties agree it is the intention that all work currently being performed by the bargaining unit at the Cambridge and Brantford facilities will continue during the life of the contract.

If the Company finds it necessary to outsource work because of demands of customers or economic conditions, the Company will meet with the Union as soon as possible to discuss viable alternatives and any possible means of minimizing the impact on employees.

Yours Truly,

D. J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #22

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Apprenticeship Training

This is to confirm the following item of understanding reached during the 1998 contract negotiations.

The Company agrees to have a minimum of two (2) apprentices in the plant skilled trades during the life of this contract. **In the case of a lay-off within the skilled trades as outlined in clause 5.19 it is agreed that the requirement to have a minimum of two (2) apprentices in the plant skilled trades shall be waived.**

The Apprenticeship Training Committee will meet to review the Maintenance Training Plan and update as required.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #23

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Alternate Shifting Schedules

The parties agree to monitor the current shift schedules and work towards developing a shift schedule that will minimize the adverse health and safety effects to the employees. The schedules must fully consider the needs and desires of the employees as well as the business agenda.

The parties further agree that as new business opportunities are realized, alternative shifting arrangements may be agreed upon prior to the staffing of any departments and/or equipment.

Yours Truly,

D.J. Jackman
Operations Manager

Acknowledged,

J. Olides, President
Local #862, U.S.W.A.

LETTER OF UNDERSTANDING #24

Mr. J. Olides, President
Local 862, U.S.W.A.
Cambridge, Ontario

Dear Mr. Olides

Long-Term Illness Replacement

In the case of long-term illness, where it appears the employee will not be returning for an indefinite period of time, the Company may choose to progress (as per Appendix "C" of the Collective Labour Agreement) the qualified employee in the preceding jobs to temporarily fill the position. The remaining job will be filled with **an Unclassified** Department employee.

Yours Truly,

D. Yost
Senior Director, Cambridge Operations

Acknowledged

J. Olides, President
Local #862, U.S.W.A.

**Letter of Understanding # 25
Bereavement Leave for Weekend Workers**

**Mr. J. Olides, President
Local # 862, U.S.W.A.
Cambridge, Ontario**

Dear Mr. Olides,

It is understood that all employees on weekend shift schedules shall be covered for bereavement leave as follows:

Five (5) day entitlement, full weekend off for bereavement

Three (3) day entitlement, either Saturday or Sunday off for bereavement

One (1) day entitlement, day of funeral as per Collective Agreement

All other provisions of the collective agreement with respect to bereavement leave shall apply.

Yours truly,

**D. Yost
Senior Director, Cambridge Operations**

Acknowledged,

**J. Olides, President
Local # 862, U.S.W.A.**

CHOICES FLEXIBLE BENEFIT PLAN

This agreement is made and entered into this **day of March, 2005**, by and between Canadian General-Tower Limited, Cambridge, Ontario, hereinafter called the "Company" and the United Steelworkers of America, Local 862, hereinafter called the "Union".

ARTICLE I PURPOSE

- 1.01 Subject to terms and conditions specified herein, eligible employees shall be provided with a Flexible Benefit Plan for themselves and their dependents as defined herein.
- 1.02 Subject to terms and conditions specified herein retired employees and their dependents shall be provided with certain benefits as specified in Article XI.
- 1.03 Subject to the provisions of this PLAN, the Company shall determine the manner in which the Plan shall be administered.
- 1.04 The Company and the Union will establish a joint Union/Management committee, equally represented to act as an advisory/oversight committee which shall participate in the PLAN design, assist in selection of carriers, and conduct performance evaluations of the PLAN as may be mutually agreed to be worthwhile.

ARTICLE II DEFINITIONS

- 2.01 In this agreement:
 - a) "Collective Labour Agreement" means the current Collective Labour Agreement between the Company and the Union, effective March 1, **2005**, as may be amended, supplemented, or any successor agreement.
 - b) "Employee" means any male or female employee who is employed by the Company and is a member of the bargaining unit, as defined in the Collective Labour Agreement, and referred hereinafter in the masculine gender unless the context expresses otherwise.
 - c) Dependent means a person who is currently:
 - i) The Spouse of an employee.

Spouse means (i) the person legally married or common-law partners to the employee or (ii) a person of the same sex who resides with the employee in a conjugal relationship.

Only one (1) person shall be considered a Qualified Dependent spouse during a period of time for which any benefits are payable to or for the spouse of an employee. In the event that an employee takes up residence with an individual and publicly represents that individual as his wife or her husband the spouse status of any other individual shall automatically terminate for all benefits. An individual who fails or ceases to meet the criteria specified in item (i) or (ii) of this paragraph shall immediately be rendered ineligible as a dependent spouse.

- ii) An unmarried child of the employee, under the age of twenty-one (21) years, who is dependent on the employee for support and maintenance. Step-children, foster-children and legally adopted children may be included provided they are dependent upon the employee for support and maintenance.
 - iii) Any child of the employee twenty-one (21) years of age or over, mentally or physically infirm or who is a full-time student and dependent for support upon the insured employee before his twenty-first (21st) birthday but does not include the spouse of any such child.
 - iv) However, wherever the word "dependent" shall bear a wider meaning in the plans or contracts entered into by the Company in satisfaction of its obligations hereunder, such wider meaning shall be used if and to the extent applicable.
 - v) An employee will be considered as single and without dependents until he has properly enrolled his dependents on the application form applicable to the specific dependent benefits and he may be required to furnish such proof, as the Company may reasonably require, to establish the eligibility of any person claimed as a dependent. He must further inform the Company of any changes in the status of his dependents, which would affect their eligibility under the Plan within thirty-one (31) days after such change occurs; otherwise coverage will only commence on the first of the month following when the Company has been notified.
- d) "Physician" means a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine in the jurisdiction in which any medical, surgical or diagnostic services are rendered to an employee or his dependent.
 - e) "Commission" means the Ontario Health Insurance Plan established by an Act of the Legislature of Ontario, which is charged with the responsibility of establishing and administering the Ontario Health Insurance Plan.
 - f) "Lay-off" means the same as the definition of lay-off in the Collective Labour Agreement.
 - g) The term "retirant" means a person who has retired from the employment of Canadian General-Tower Limited and has become and remains eligible for a pension under the Pension Benefit Plan.
 - h) The term "Pension Benefit Plan" means the Pension Benefit Plan as may be amended, supplemented or any successor agreement.

ARTICLE III
FLEXIBLE BENEFITS PLAN

- 3.01 a) The flexible benefit plan shall be known as the "Choices Flexible Benefits Program" hereinafter referred to as "The PLAN".
- b) The Company shall provide for each eligible employee, for the term of the C.L.A., the basic benefits as described for himself and his dependents within the PLAN at no cost to him.
- c) The plan design shall provide the opportunity for eligible employees to obtain, through the use of Flex Credits, certain additional coverage for himself and his dependents as the PLAN may provide.
- d) The PLAN design shall provide the opportunity for eligible employees to decline, with appropriate credit, certain coverage's for himself and his dependents.

3.02 Benefit Enhancement Choices

An employee may elect to purchase benefit enhancements as referred to in 3.01(c). The specific available coverage and related Flex Credit costs are as described in the Choices Benefits Program Handbook.

- 3.03 An employee may elect to decline certain benefits as referred to in 3.01(d) and receive a credit to his account. The specific coverage which an employee may decline and related credits are described in the Choices Benefits Program Handbook.

ARTICLE IV
BASIC HEALTH CARE BENEFIT PLAN FOR
ELIGIBLE EMPLOYEES AND DEPENDENTS

- 4.01 The basic Health Care Benefit PLAN shall be as described herein for eligible employees and their dependents:

Extended Health Care Benefits for Employees and Dependents:

Semi-private hospital accommodation, stay in licensed private hospital or nursing home, services of registered nurse or licensed practical nurse, services of a speech therapist, physiotherapist and clinical psychologist, rental or purchase of certain medical supplies and prosthetic devices including standard wheelchairs, hospital beds, oxygen equipment and other equipment usually found only in hospitals, hearing aids, ambulance services, other specialized treatments, emergency out-of-country expenses (including reasonable and customary doctors' fees and semi-private hospital accommodation required as the result of a medical emergency up to the level that would be payable if the expense were incurred in Canada)

Prescribed drugs with a pay-direct drug card, reimbursed to the amount of a generic equivalent, where available, and with a maximum of \$7.00 for the dispensing fee, vision care (up to \$250 effective March 1, 2001 and \$275 effective March 1, 2003 for glasses, contact lenses or laser eye

surgery for you and each eligible dependent in any twenty-four (24) consecutive months.

For fertility drugs, charges shall be limited to a lifetime maximum of \$15,000. For anti-smoking drugs, charges shall be limited to a lifetime maximum of \$400.

For each drug, the reasonable and customary charge is limited to the cost of the generic equivalent drug, where available, and a maximum dispensing fee of \$7.00

4.02 Eligible Expenses include reasonable and customary charges for:

Drugs, serums, injectables and insulin purchased on the prescription of a medical doctor, except for vitamins and vitamin preparations (unless injected) and patent or proprietary medicines.

Private duty nursing by a Registered Nurse who is registered in any of the provinces of Canada (not a relative); either in the hospital or home, providing it is ordered by the attending physician.

Services of a registered or a licensed physiotherapist. Diagnostic services when not covered by any government agency.

Charges up to \$20.00 a day for care in a licensed private hospital, to a maximum of one hundred and twenty (120) days.

Purchase or rental of special remedial appliances, artificial limbs, etc., when not covered by any government agency **and when prescribed by a physician as being necessary for diagnosis or treatment.**

Specialized treatments, such as radium and radioisotopes.

Ambulance services when not covered by any government agency.

Payment to registered clinical psychologists up to a maximum of \$300 **per calendar** year.

Payment to registered **massage therapy services** up to \$300 per calendar year, but only when we are provided with a certificate by a medical doctor that such treatment is necessary.

Payment to qualified speech therapist up to \$250.00 per calendar year, but only when we are provided with a certificate by a medical doctor or dentist that such treatment is necessary.

Eyeglasses, contact lenses or laser eye surgery up to a total amount of **\$355.00 effective March 1, 2005** per person in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included.

Hearing aids, on the written prescription of a medical doctor, to a maximum of \$700.00 in all per person once in life of C.L.A. (purchase and maintenance).

4.03 The insurance under this benefit does not cover charges in respect of:

Injuries or sickness for which benefits are payable under any Worker's Compensation Act.

Self inflicted injuries, which are not accidental.

Injury or sickness resulting from war or from engaging in a riot.

Eye refractions or examinations for the fitting of glasses or hearing aids.

Cosmetic surgery not required for health reasons.

Treatment in a Government hospital which is paid for by Government Plans or Department of Veterans Affairs pension entitlement.

Any services for which the individual is not required to pay or for which benefits are received under any other insurance plan.

Services or supplies which are not certified by the attending physician as being necessary for diagnosis or treatment.

Medical examinations for check-up purposes.

- 4.04 Wherever this agreement conflicts with Federal, Provincial or Municipal law and regulations, such law and regulations shall take precedence over this agreement.

ARTICLE V BASIC DENTAL BENEFIT PLAN FOR ELIGIBLE EMPLOYEES AND DEPENDENTS

The basic Dental Benefit PLAN shall be as described herein for eligible employees and their dependents:

- 5.01 100% of cost of Basic Dental Services for eligible employees and their eligible dependents. This includes: regular examinations, **bitewing** x-rays, fluoride treatments, cleaning and **two (2) units** of scaling every six months. **This also includes** fillings, sealants, routine diagnostic and lab procedures, consultations and visits, minor surgical services and procedures. **Complete oral examinations and full mouth x-rays shall be once every thirty-six (36) months. This also includes** 100% of the cost of endodontics (root canal work), 50% up to a lifetime maximum of **\$2000** towards the cost of Orthodontics for dependent children **under age 21**, 100% of the cost of dentures (complete or partial) including adjustments, repairs, rebasing, relining **and lab procedures related to the dentures** to a maximum of **\$1500** per person during the term of the Collective Agreement.

The Ontario Dental Association fee schedule of the current calendar year shall be used as the basis of payment.

ARTICLE VI
BASIC NON-OCCUPATIONAL SICKNESS AND ACCIDENT INSURANCE BENEFIT PLAN FOR
ELIGIBLE EMPLOYEES (WEEKLY INDEMNITY)

The basic Non-occupational Sickness and Accident Insurance Benefit PLAN shall be as described herein for eligible employees:

The weekly maximum benefit payable shall be seventy percent (70%) of the employee's weekly earnings for a regular forty (40) hour week for a period not to exceed forty-six (46) weeks.

- 6.01** Benefits will be payable from the first day of a disability due to an accident and the first day when an employee is hospitalized, or fourth day of disability due to sickness. Benefits will continue to be paid for the duration of the disability while under the care of a physician.
- 6.02 Periods of disability due to the same cause will be treated as the same period of disability unless the employee has recovered and returned to full time work for a period of two (2) weeks. Periods of disability due to different causes will be treated as different periods of disability if separated by recovery and return to full time work.
- 6.03 The date on which the disability begins shall be deemed to be the first day upon which the employee fails to report to the Company for work, or is required to cease work before his regular quitting time, because of such disability, and the date upon which the disability terminates shall be deemed to be the day before the first day upon which the employee is capable of returning to work. These dates shall be those set by the attending physician. Part weeks shall be indemnified at the rate of one fifth of the weekly amount for each day of disability during the normal work week.
- 6.04 Weekly indemnity benefits shall not be payable for any disability:
- a) Resulting from any injury or sickness for which the employee is not under the care of a physician, doctor of dental surgery (D.D.S.), doctor of Osteopathy (D.O.), chiropractor or chiroprapist.
 - b) Resulting from any injury, sickness or disease which entitled the employee concerned to compensation in respect thereof under the Worker's Compensation Act of Ontario.
 - c) Resulting from injury sustained or sickness contracted as a direct or indirect result of war or engaging in a riot.
 - d) For pregnancy, including childbirth or miscarriage, unless the pregnancy commences while the employee is insured under this Plan.
- 6.05 An employee who has established a Sick and Accident claim under the terms of this section, shall receive weekly benefits for any day for which the employee is eligible for a Paid Holiday. In addition, he shall receive from the Company the difference between eight (8) hours multiplied by his/her regular hourly rate, and the benefit received as Sickness and Accident benefits for such day.
- 6.06 The Company shall retain the entire premium reduction resulting from the wage loss replacement

plan specified herein being registered with the Unemployment Insurance Commission.

ARTICLE VII
BASIC GROUP LIFE INSURANCE BENEFIT PLAN
FOR ELIGIBLE EMPLOYEES

The basic Group Life Insurance Benefit PLAN shall be as described herein for eligible employees:

- 7.01 Group life insurance benefits shall be provided for the payment of a basic death benefit of \$35,000 under the terms and conditions ordinarily found in a Standard Group Life Insurance Policy issued in the Province of Ontario. **The basic death benefit shall be increased to \$40,000 effective March 1, 2006, and to \$45,000 effective March 1, 2007.**
- 7.02 Life Insurance will cease thirty-one (31) days following termination except as noted in 7.03 or in the case of retirement of an employee (see 7.04). The Policy of Group Life Insurance shall provide an employee the opportunity to obtain, without a medical examination, an individual policy of Life Insurance of a class and under the conditions specified by the Insurer in the individual's certificate of insurance.
- The basic life insurance provided under the PLAN for an employee who qualifies for the Total and Permanent Disability benefit shall continue in force.
- 7.03 An employee may continue to be covered for additional Life Insurance throughout his period of disability to normal retirement date by payment of the related PLAN cost.
- 7.04 Insurance benefits for an employee eligible for Total and Permanent Disability benefits following his normal retirement date shall be \$4,500.

ARTICLE VIII
BASIC NON-OCCUPATIONAL ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE BENEFIT PLAN FOR
ELIGIBLE EMPLOYEES

The basic Non-Occupational Accidental Death and Dismemberment Insurance Benefit PLAN shall be as described herein for eligible employees:

- 8.01 The Company will provide for its eligible employees and eligible dependents Non-Occupational Accidental Death and Dismemberment Insurance consistent with employees selection under the PLAN.
- 8.02 Benefits will be paid for accidental loss of life, limbs and sight caused by external, violent and accidental means. The full principal sum to which an employee is entitled will be paid for the accidental loss of two hands or feet or sight of both eyes or any two of them, loss of speech and hearing in both ears, when loss occurs within one year of the date of accident. The full principal sum to which an employee is entitled will also be paid in the case of Quadriplegia, Paraplegia, and Hemiplegia occurring within one year of the date of accident. Three-Quarters of the principal sum will be paid for the accidental loss of one arm or one leg, or the loss of use of one arm or one leg. Two-thirds the principal sum will be paid for the accidental loss of one hand, one foot or the loss of the entire sight of one eye. Two-thirds the principal sum will be paid for the accidental loss of the use of one hand or one foot, the loss of speech or hearing in both ears. One-third the principal sum will be paid for the accidental loss of thumb and index finger of one hand, or the loss of four fingers of one hand. One quarter the principal sum will be paid for the accidental loss of hearing in one ear and one-sixth the principal sum for the accidental loss of all toes of one foot. Provided, however, the full amount will be paid only once to or on account of any employee.
- 8.03 An employee shall receive the full principal sum for the accidental loss of the use of both arms or both hands or both feet or both legs.
- 8.05 For purposes of this clause, the term "loss of the use of" shall mean total loss of the ability to perform each and every act and service that the hand, leg or arm was capable of performing prior to the accident. Such loss must occur within one year of the accident and payment shall be only once to or on account of any employee.
- 8.06 Loss of use must continue without interruption for a period of not less than twelve (12) consecutive months and must be total and irrecoverable and beyond remedy by surgical or other means.
- 15.11 The term loss shall mean with regards to hands and feet severance at the wrist or ankle joints; with respect to eye, entire and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with regard to thumb and fingers, severance through or above the metacarpophalangeal joint and with regards to arms or legs, actual severance through or above elbow and knee joints. However, the term loss with reference to movement of limbs shall mean complete and irreversible paralysis.
- 15.12 Eligible dependents shall include the employee's spouse and dependent children who are

unmarried and up to age 21 (or to age 24 inclusive if a full-time university student). In the event there are no dependent children, the spouse shall be insured for 50% of the employee's principal sum. In the event there are dependent children the spouse shall be insured for 40% of the employee's principal sum and each child 10%. In the event there is no spouse, each child shall be insured for 20% of the employee's principal sum.

ARTICLE IX
BASIC LONG TERM DISABILITY BENEFIT PLAN
FOR ELIGIBLE EMPLOYEES

The basic Long Term Disability Benefit PLAN shall be as described herein for eligible employees:

- 9.01 In order to receive Long Term Disability benefits from the PLAN, an employee must first apply for and be accepted for disability benefits.
- 9.02 An employee on Disability Pension is required to submit to a physical examination at any time during such disability up to his normal retirement date for the purpose of determining his condition, whenever such examination is requested by the Company, but not more often than twice in any calendar year after Long Term Disability has been established.
- 9.03 An employee who refuses to submit to any physical examination properly requested in accordance with the provisions of 9.02, is to have his Disability benefit suspended until he does submit to such examination.
- 9.04 If an employee who qualifies for and receives Long Term Disability ceases to be totally and permanently disabled or engages in any occupation or work with job requirements similar to the requirements of any job whatsoever covered by the Collective Labour Agreement his Long Term Disability benefit may be terminated by the Company.
- 9.05 Where Disability benefit is terminated, the former employee is to be rehired by the Company in a capacity consistent with his physical and mental ability, provided such work is available, and with the seniority which he had immediately prior to the commencement of his Disability benefit.
- 9.06 An employee must be disabled for forty-six (46) weeks in order to become eligible for any benefit under the Long Term Disability Plan.

ARTICLE X
ELIGIBILITY FOR BENEFITS

The following regulations will determine the eligibility of present and future employees for participation in the PLAN.

- 10.01 All present employees, except those specified in clause 10.02, who are actively at work on the effective date of this agreement and who have two (2) or more months of seniority at such time, shall be entitled to the benefits of the program. Present employees who are on vacation or who are working less than normal hours shall be deemed to be included. Present employees not actively at work on the above date, for any other reason, will become eligible upon return to active employment.
- 10.02 An employee attaining two (2) months' seniority after the effective date of this agreement shall be entitled to the benefits of the Choices Flexible Benefit Program covering death, bodily injury or sickness incurred on or after the first day of the calendar month coinciding with or next following the attainment of two (2) months' seniority, provided such employee is actively employed on such date. If the employee is not actively at work on such date he will be eligible upon return to active employment.
- 10.03 Coverage for an employee's dependents will become effective on the same date as the employee's coverage except that if a dependent other than a new born baby is confined in a hospital on the date the insurance for that dependent would otherwise have become effective, the insurance will not become effective until such time as said dependent is discharged from the hospital. A new born baby will become immediately eligible as a dependent provided that the employee properly qualifies such child hereunder by registering such child with the Company within thirty-one (31) days of birth.
- 10.04 An employee, who had previously been eligible under the PLAN, and who returns to active employment after lay-off or leave of absence, shall be eligible for all benefits for himself and dependents on the first day of his return to active employment.
- 10.05 An employee who is granted a leave of absence from work because of bodily injury or sickness, after becoming eligible under the PLAN, shall continue to be eligible for all benefits for himself and dependents except sickness and accident benefits. He shall be eligible for Weekly Indemnity for the period he has selected under the plan.
- 10.06 Maternity/Parental Leave - coverage under the PLAN while an employee is on Maternity/Parental Leave will continue without change or interruption while the employee is on maternity or parental leave, provided the employee maintains his PLAN selection costs through either postdated cheques or a lump-sum payment covering the leave period. If an employee fails to maintain his PLAN selection costs, the PLAN will default PLAN coverages to the CGT paid levels.
- 10.07 An employee who is granted a leave of absence for any reason, other than sickness or injury, after becoming eligible under the PLAN, shall continue to be eligible for all benefits for himself and dependents, except sickness and accident benefits for the employee, until the expiration of three (3) months from the effective date of such leave, provided however, Union officers on approved leave of absence for local Union business shall continue to be covered for sickness and accident benefits during such leave of absence.

10.08 An employee, whose active employment is terminated by voluntary separation, by discharge for cause, by entering military service or by retirement, shall cease to be eligible for any benefits under the PLAN as of date of termination, except as provided in Article V & Article XI and except that a death claim would be paid under the Life Insurance Plan during the thirty-one (31) day conversion period and that maternity benefits will be paid for a pregnancy commencing while a female employee or a dependent of an employee is insured under the said PLAN. Provided, however, that in the event of termination of the Supplementary Hospital Expense Benefits and/or Sickness and Accident Insurance, as provided in this PLAN, such termination shall not have the effect of discontinuing the payments of benefits insofar as it affects the benefits payable with respect to disabilities which were suffered or incurred prior to date of termination.

10.09 An employee who is laid-off will have Health and Dental benefits continued until the end of the month following the month in which the lay-off begins. Coverage under the Life Insurance, Accidental Death & Dismemberment and Disability Plans, will end as of the day following lay-off.

An employee may continue the PLAN coverages (with the exception of Disability benefits) for up to twelve (12) months, provided the employee pays the full cost of all benefits, which includes basic and enhanced benefits.

10.10 Dependents of an employee shall cease to be eligible for benefits under the PLAN on the date on which the employee ceases to be eligible, and in case of death of an employee, at the end of the **third** calendar month following the month during which death occurs.

10.11 When provision is made for the continuance of coverage on payment of the applicable premium by any person other than the Company, such payment shall be made monthly, in advance, and will be the responsibility of the individual concerned. This privilege will terminate on failure to pay the premiums as provided.

10.12 An employee receiving a Long Term Disability benefit from the PLAN shall continue to receive the Long Term Disability benefit payable to age sixty-five (65) or retirement date. Extended Health Care and Life Insurance benefits shall revert to Retiree Benefits following his retirement date as outlined in Article XI.

ARTICLE XI BASIC BENEFIT PLAN FOR ELIGIBLE RETIRANTS AND DEPENDENTS

The basic Welfare Benefit PLAN shall be as described herein for eligible Retirants and their dependents:

11.01 An employee who becomes eligible for a monthly retirement pension or who attains his normal retirement date while on Total and Permanent Disability benefit and provided the employee upon attaining his retirement date had at least ten (10) years of seniority under the Pension Benefit Plan, will be provided with the following benefits effective on the date of his retirement.

a) Supplementary Hospital Expense Benefit

Semi-private accommodation benefit. The employee will be reimbursed for 100% of the

aggregate eligible expenses

- b) Extended Health Care Benefits
- c) Life Insurance \$4,500

The extended health care benefits provided to an employee above are extended to include coverage for the retirant and his eligible dependents.

- 11.02 Only those eligible dependents on record with the Company at the date of the employee's retirement will be covered.
- 11.03 In the event of termination of the PLAN under the provisions of this agreement, all insurance under the Plan will terminate at the end of the month in which such termination occurs.
- 11.04 Dependents of a retirant shall cease to be eligible for benefits under this Plan on the date on which the retirant ceases to be eligible and in the case of a death of a retirant at the end of the calendar month following the month during which death occurs.

ARTICLE XII GENERAL PROVISIONS

- 12.01 The Company shall have the sole responsibility and authority, consistent with the provisions of this agreement, for the operation and administration of the PLAN.
- 12.02 The Company may enter into a contract or contracts with an insurer or insurers to provide all or any of the benefits described herein and upon so doing, the Company shall be relieved of any individual liability to any employee or dependent with respect to performance of the obligations contracted for by the insurer, and the Company may from time to time amend, terminate, reinstate and/or substitute any such contract or contracts. No insurance Company contract which may be entered into by the Company for the purpose of providing any benefit described in this agreement shall alter, amend or detract from the provisions of this agreement.
- 12.03 The employee shall complete any application or questionnaire relating to himself and to the number, sex and age of his dependents or the facts pertaining to a claim for benefit presented to him by an insurer through the Company or otherwise.
- 12.04 No payment of a claim will be made if the employee fails to meet the requirements of the insurer with respect to proof and time limitations under regulations normally included in policies written in Ontario.
- 12.05 The insurer shall issue or cause to be issued a certificate to each employee eligible for life insurance benefits, which will describe the benefits and privileges provided therein by said insurer.
- 12.06 The Company shall have the right, and an employee claiming payment of disability shall afford the opportunity, to examination of the person of the employee or his dependent by a physician

appointed by it when and as often as it may reasonably require while a claim for benefit is pending.

- 12.07 If a dispute shall arise between the Company or its insurer, as the case may be, and an employee as to whether such employee or his dependent is, or continues to be, suffering from bodily injury or sickness of a degree, extent and type that gives rise to a claim for benefits under the PLAN, such dispute shall be resolved as follows:

The employee or disabled person shall be examined by a physician appointed for that purpose by the Company or the Insurer and by a physician appointed for that purpose by the Union. If they shall disagree concerning the kind and nature of the disability, the question shall be submitted to a third physician appointed by mutual agreement of both such appointed physicians. The opinion of the third physician, after examination of the disabled person and consultation with the other two physicians, shall be accepted by the Company, or the Insurer, the Union and the employee as irrefutable evidence of the facts therein disclosed, and the degree, extent and type of disability suffered by the disabled person. The fees and expenses of the third physician shall be shared equally by the Company or insurer and the Union.

- 12.08 If a dispute shall arise between the Company and an employee with reference to eligibility for benefits or payment of claims under the PLAN, or if a dispute shall arise between the Company and the Union as to whether the Company has provided, and continues to provide, benefits as hereinbefore described, such dispute may be taken as a grievance, under the grievance provisions of the Collective Labour Agreement then in effect, starting at Step #3. If any such grievance shall be taken to arbitration in accordance with such procedure, the arbitrator or board of arbitration, insofar as it may be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this agreement and of the Collective Labour Agreement. He, or it, shall have no authority to add or subtract from any provision of this agreement, or to waive or fail to apply any requirement of eligibility for benefit under the agreement. The decision of the arbitrator, or board of arbitration, on any grievance properly referred shall be binding upon the Company, the Union and the employee.
- 12.09 The establishment of the PLAN shall not give any employee any additional right to be retained in the employment of the Company, and each employee shall remain subject to discipline, discharge or lay-off to the same extent as if said agreement had not been put into effect.
- 12.10 Where an employee receives Sickness and Accident benefits, or an employee or dependent receives payment for hospitalization, surgical and/or medical expenses by reason of bodily injury or sickness in respect of which some third party is under legal liability, the company or the insurer, at the Company's option, shall be subrogated to the employee's or dependent's right to compensation for the cost of the benefits and/or services provided in respect of such bodily injury or sickness to the extent of the amount paid by the Company, either directly or indirectly, or through coverage provided by an insurance policy, in respect thereof, and the employee by acceptance of the benefits, will undertake that he or the dependent so entitled to compensation shall prosecute such claim against the third party at the expense of, and to the extent directed by the Company and pay over to the Company what it is entitled to receive as aforesaid together with any expenses it may have paid or incurred from any monies recovered from such third party, and he or the dependent will do all acts and execute all documents necessary to permit the Company to obtain the benefit of this clause.

ARTICLE XIII
TERMINATION OR MODIFICATION

- 13.01 The PLAN is subject to such amendment from time to time as may be necessary to meet the requirements of any applicable Federal or Provincial laws, orders or regulations and the relevant provisions of the Insurance Act of Ontario shall be deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of this agreement.
- 13.02 The said agreement may be modified or discontinued, after three (3) months' notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes, or should the income tax laws be changed to provide for disallowance in whole or in part of payments of this class and kind as income tax deductions. Should modification or discontinuance of the said agreement become necessary for any of these reasons, negotiations will be resumed immediately after such notice is given.
- 13.03 If, at any time, the Federal or provincial Government passes legislation which directly or indirectly has the effect of providing or discontinuing benefits similar to one or more of the benefits described in the PLAN for which the employees as a class shall be eligible, this agreement shall terminate in respect of that benefit or benefits upon the expiration of thirty (30) days after the proclamation of such statute or upon the date the statute comes into effect, whichever is later. During such thirty (30) day period or such longer period as may expire after date of proclamation of the statute the parties will meet for the purposes of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under the PLAN shall approximate in kind the money value of the benefits provided under this agreement before said statutory enactment.
- 13.04 The Union agrees that it shall not:
- a) Make any demand that this agreement be changed in any respect or terminated or that a new PLAN be established for the employees, or that the Company contribute or pay any greater amount for such benefits for the employees than it is required to pay under the terms of this agreement.
 - b) Engage in or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with work or production at the plants of the Company for the purpose of securing any such change or termination.
- 13.05 Except during the periods specified in clause 13.06 and 13.07 herewith, the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters referred to in clause 13.04.
- 13.06 Any of the provisions of this agreement may be amended in writing, by mutual consent of the parties.
- 13.07 This agreement shall be effective from March 1, **2005**, and shall supersede and replace all previous life insurance, accidental death and dismemberment insurance and sickness and accident benefits and extended health care benefits covering the same operation, and shall

remain in full force until February **29, 2008**, and thereafter from year to year unless either party gives to the other party notice, in writing, of cancellation within a period of not less than two (2) months or more than three (3) months prior to February **29, 2008**, or an anniversary date thereafter.

Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of not less than two (2) months or more than three (3) months prior to February **29, 2008**, or an anniversary date thereafter, in which event the parties shall meet as early as possible to consider the proposed revision and during such time the PLAN shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations continue for two (2) months without agreement, this agreement may be cancelled by either party upon sixty (60) days written notice by either party to the other given on or after the termination date.

Termination of this agreement shall not have the effect of automatically discontinuing the PLAN insofar as it affects the benefits of those employees retiring before the termination date and benefits granted to retirees prior to such termination shall not be reduced, suspended or discontinued except as specifically provided in the PLAN.

In the event of written notice of cancellation having been given by either party, as herein provided, negotiations shall continue on during the period of cancellation with a view to effecting a new agreement. Should such negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect as provided in The Ontario Labour Relations Act.

In witness whereof the parties have executed this agreement this **day of March, 2005**.

Signed, sealed and delivered on **March....., 2005**, in the presence of:

For the Company

For the Union

M. Campanelli
D. Davidson
J. Roppel
D. Yost
K. Williamson

J. Olides
H. Smith
J. Reid
J. Elliott
K. Dalgity
J. Hibbs
J. Harvey, Int. Rep.

PENSION PLAN

ARTICLE I
ESTABLISHMENT OF THE PLAN

- 1.01 In the Plan, unless the context otherwise requires, words in the singular shall be construed as including words in the plural and words in the plural as including words in the singular and words importing gender shall be construed as including all genders. The headings in this Plan are for convenience of reference only and are not to be construed as part of the Plan.
- 1.02 Canadian General-Tower Limited (the "Company") maintains the Pension Plan for Unionized Employees of Canadian General-Tower Limited (the "Plan") which was established upon mutual agreement between the Company and the United Steelworkers of America, A.F.L.-C.I.O., C.L.C. Local No. 862, effective March 1, 1969.
- 1.03 Effective January 1, 1988, the Plan commenced to be administered in accordance with the Pension Benefits Act, 1987 (Ontario).
- 1.04 The Plan was converted from a defined benefit formula to a defined contribution formula with an effective date of March 1, 1991. All Members were given the choice to elect either a paid-up annuity or transfer the commuted value of their accrued benefits to their respective CGT Account under this Plan. Annuities will be purchased from an insurance company for those Members who elected the paid-up annuity option.

Pensions in respect of retirees and deferred vested members will continue to be paid from the fund unless, at the discretion of the Company, they are purchased from an insurance company at a future date.

- 1.05 This agreement made and entered into this **day of March, 2005**, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and Local #862 of the United Steelworkers of America, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE II DEFINITIONS

The following words and phrases, when used herein, have the following meaning unless a different meaning is plainly indicated by the context:

- 2.01 "Advisory Committee" means the committee as described in Section 15.02.
- 2.02 "Agreement" means any agreement entered into by the Company that provides for the investment of assets of the Plan in accordance with the provisions of Article XIV, including an insurance or annuity policy, as such agreement may be originally adopted or as it may be amended from time to time.
- 2.03 "Auditor" means an independent Auditor as selected by the Company to audit the Plan.
- 2.04 "Beneficiary" means the person or persons named by a Member as his Beneficiary, co-Beneficiary or contingent Beneficiary in accordance with Article XI.
- 2.05 "Board of Directors" means the Board of Directors of Canadian General-Tower Limited.

- 2.06 "CGT Account" means the account established pursuant to Section 9.01.
- 2.07 "Collective Agreement(s)" means the agreement(s) between the Company and the Union(s), which is in effect at the applicable time.
- 2.08 "Company" means Canadian General-Tower Limited., a corporation organized under the laws of the Province of Ontario, Canada.
- 2.09 "Continuous Service" means all years of Seniority as an Employee in the Cambridge, Ontario Plant of the Company, in the bargaining unit, as set forth in the existing Collective Agreement(s) calculated from the Employee's last hiring date in the Plant to the date of his Termination of Service, death or retirement, whichever the case may be and shall include Leave of Absence pursuant to Section 2.22.
- 2.10 "Deferred Retirement Benefit" means a life annuity, the payment of which commences on a Member's Early or Normal Retirement Date, as may be applicable, whether or not it is continued after death to a Beneficiary, Surviving Spouse or Same Sex Partner.
- 2.11 "Early Retirement Benefit" means the Retirement Benefit provided on a Member's Early Retirement Date pursuant to Section 5.01.
- 2.12 "Early Retirement Date" means the date upon which a Member retires prior to his Normal Retirement Date pursuant to Section 4.02.
- 2.13 "Earnings" means an Employee's gross pay, as determined by the Company for payroll purposes.
- 2.14 "Effective Date" means March 1, 1969, and the date of the conversion from the defined benefit formula to a defined contribution formula means March 1, 1991.
- 2.15 "Employee" means any person who is employed by the Company at the Cambridge and Brantford, Ontario Plant, and who is a member of the bargaining unit covered by the existing Collective Agreement(s).
- 2.16 "Financial Carrier(s)" means such Investment Managers, Insurance Company(s) and/or Trustee(s) as the Company from time to time may appoint for the purpose of holding and investing the funds of the Plan as provided in Article XIV.
- 2.17 "Fund" means the assets collectively held by the Financial Carrier(s) under the Agreement in respect of the Plan.
- 2.18 "Income" means the net earnings of the Investment Funds as determined by the Financial Carrier(s), inclusive of interest payments, dividends, realized and unrealized gains and losses and reduced by any fees and expenses of the Investment Manager, custodian, Trustee, auditor and benefit consultants. Such net earnings shall be included in the establishment of the market value of the Fund applicable to the Plan.

- 2.19 "Insurance Company" means a life insurance company authorized to carry on a life insurance business in Canada.
- 2.20 "Investment Fund" shall mean the various funds established by the Financial Carrier(s) on the direction of the Company as a separate account to which the contributions of the Company pursuant to Section 8.01, the contributions of the Members pursuant to Section 8.02 and the monies transferred pursuant to Section 8.03 shall be deposited. Such Investment Funds shall be valued on the last working day of the Toronto Stock Exchange of each month and a market value established as at that date.
- 2.21 "Investment Manager(s)" means such investment management organization(s) as the Company from time to time may appoint.
- 2.22 "Leave of Absence" means absence due to disability or sick leave, lay-off or other Company approved leave of absence and provided the Member has retained his Seniority under the Collective Agreement since he was last in employment. Seniority shall count during maternity and parental leave of absence to a maximum of fifty-two (52) weeks as required under the Employment Standards Act, 2000. Seniority shall count during leave of absence to a maximum of one year as required under the Workplace Safety and Insurance Act due to a work related injury.
- 2.23 "Member" means an Employee who becomes a Member of the Plan pursuant to Article III and who has a balance remaining in his accounts under the Plan.
- 2.24 "Member Contribution Account" means the account established pursuant to Section 9.02.
- 2.25 "Normal Retirement Benefit" means the Retirement Benefit provided on a Member's Normal Retirement Date.
- 2.26 "Normal Retirement Date" means the date upon which a Member's Retirement Benefit normally becomes payable, as provided in Section 4.01.
- 2.27 "Pension Benefits Act" means the Pension Benefits Act, R.S.O. 1990 (Ontario) and Regulations thereunder, as amended from time to time, and any other substantially similar and applicable act of a province or territory in Canada.
- 2.28 "Plan" means the Pension Plan for Unionized Employees of Canadian General-Tower Limited as amended and restated effective March 1, 1991.
- 2.29 "Plan Year" means the period from March 1, 1991 to December 31, 1991, and thereafter the period beginning on each January 1st and ending on December 31st.
- 2.30 "Prior Plan" means the Pension Plan for Employees of Canadian General-Tower Limited in effect prior to this amendment and restatement effective March 1, 1991.
- 2.31 "Prescribed Compensation" means for the purpose of calculating the maximum compensation in respect of a Member on a Leave of Absence, the remuneration the Member could reasonably be expected to have received from the Company had he remained in the employment of the company

and in respect of a Member who is absent due to disability, or sick leave, the remuneration the member could reasonably be expected to have received from the Company, had the Member not been disabled. In respect of periods of absence other than disability, the total Prescribed Compensation shall not exceed five (5) years of full-time equivalent earnings plus up to three (3) additional years of full-time equivalent earnings in respect of periods of parenting as defined pursuant to the Regulations under the Income Tax Act (Canada).

- 2.32 Retirement Benefit" means the pension or other benefits payable to a member, his beneficiary, surviving spouse or same-sex partner under the terms of the Plan.
- 2.33 Same-Sex Partner" means effective December 8, 1998, either of two persons of the same sex who are living together in a conjugal relationship,
- (a) continuously for a period of not less than three (3) years, or
 - (b) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.
- 2.34 "Seniority" means the period of time dating from an Employee's Company service date in effect, as established by prior rules and policies, or as thereafter adjusted or determined by the seniority rules and other applicable provisions of the Collective Labour Agreement, but no seniority shall be accumulated with respect to the amount of benefits prior to January 1, 1965, or while he was on disability retirement under this Plan or any other pension plan of the Company. An Employee granted a leave of absence or extension of same under clause 5.38 of the Collective Labour Agreement between the Union and the Company or any similar leaves of absence or extensions granted under subsequent Collective Labour Agreements between the Union and the Company, shall accumulate seniority while on such leave.

This provision does not apply to Employees granted leave under clause 5.37 of the Collective Labour Agreement.

Employees granted leave under clause 5.37 of the Collective Labour Agreement shall continue to earn seniority for pension purposes for a period up to but not exceeding one year of accumulated seniority during his period of employment with the Company.

The records of the Company shall be presumed to be conclusive of the facts concerning the seniority, employment, non-employment or disability retirement of any Employee, a former Employee, retirant or applicant for a pension, unless shown beyond a reasonable doubt to be incorrect. If requested by the Company, an applicant for a pension or a retirant shall submit proof of age acceptable to the Company

- 2.35 "Surviving Spouse" means either of a man or a woman who at the earlier of the date of death of the Member and the date payment of the Member's retirement Benefit commences:
- a) are married to each other and are not living separate and apart; or
 - b) are not married to each other and are living together in a conjugal relationship
 - i) which has been continuous for a period of not less than three (3) years, or
 - ii) which is a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act,

provided that if either the Member or such Surviving Spouse does not provide adequate information to the Company with respect to that person who qualifies as a Surviving Spouse hereunder, the Company shall rely solely on its records to establish the existence of a Surviving Spouse.

2.36 "Termination of Service" means a break in the Continuous Service of an Employee, other than for retirement or death, due to:

- a) voluntary termination of his employment,
- b) discharge pursuant to the practices and procedures under the existing Collective Agreement(s) or any future Collective Agreement(s), or
- c) failure of the Employee to return to work at such time or times as required pursuant to the practices and procedures under the existing Collective Agreement(s) or any future Collective Agreement(s).

2.37 "Total and Permanent Disability" means

- a) any disability due to bodily or mental injury or disease which:
 - i) prevents the Member from engaging in any regular employment or occupation for remuneration or profit for which the Member is reasonably suited by way of training and education; and
 - ii) has continued for a period of not less than six (6) consecutive months since its inception; and
 - iii) will, in the certified opinion of a medical doctor who is mutually acceptable to the Member and the Company, be permanent and continuous during the remainder of the Member's lifetime and
- b) It is provided that for purposes of the Plan, the term "Total and Permanent Disability" shall not include any disability which was contracted, suffered or incurred while the Member was engaged in, or resulted from his having been engaged in, a criminal enterprise, or which resulted from injuries willfully self-inflicted.

2.38 "Trustee" means a corporation licensed or otherwise authorized under the laws of Canada or a Province to carry on the business of offering to the public its services as a Trustee.

2.39 "Union(s)" means the United Steelworkers of America, A.F.L.-C.I.O., C.L.C. Local No. 862.

2.40 "YMPE" means with respect to a Plan Year, the Year's Maximum Pensionable Earnings for that year, as defined under the Canada Pension Plan.

ARTICLE III ELIGIBILITY AND MEMBERSHIP

3.01 Each active Employee who was a Member of the Prior Plan on March 1, 1991, shall remain a Member of the Plan. For the period January 1, 1988 to March 1, 1991, non-full-time Employees

were eligible to join the Prior Plan in accordance with the minimum requirements under the Pension Benefits Act.

- 3.02 Each full-time Employee hired on or after March 1, 1991, shall be eligible to become a Member on his date of hire.
- 3.03 Effective March 1, 1991, each non-full-time Employee shall be eligible to become a Member after the completion of two (2) years of Continuous Service and provided that:
- a) his Earnings are not less than 35% of the YMPE, or
 - b) he has worked a minimum of seven hundred (700) hours,
- in each of two (2) prior consecutive calendar years.

In any case the membership of such non-full-time Employee shall not cease by reason only that his Earnings are less than 35% of the YMPE, or he is employed fewer than seven hundred (700) hours in a subsequent calendar year.

3.04 Re-Employment

If an Employee terminates his employment with the Company and is later re-employed as an Employee he shall be considered as a new Member for purposes of the Plan.

3.05 Membership Elections

Every Employee who becomes a Member of the Plan shall be required to complete such forms as deemed appropriate by the Company with respect to the administration of the Plan.

ARTICLE IV RETIREMENT DATE

4.01 Normal Retirement Date

A Member's Normal Retirement Date shall be the first day of the month coincident with or next following his attainment of age sixty-five (65).

4.02 Early Retirement Date

A Member may elect to retire prior to his Normal Retirement Date on an Early Retirement Date which may be the first day of any month coincident with or next following his termination of active employment with the Company provided that upon such termination of employment the Member has both attained at least age fifty-five (55) and completed at least two (2) years of Seniority.

4.03 Disability Retirement Date

A Member who suffers from a Total and Permanent Disability may retire and receive a disability pension commencing on the first day of the month after he suffered Total and Permanent Disability.

ARTICLE V AMOUNT OF RETIREMENT BENEFIT

5.01 Retirement Benefit

Upon attaining his Normal Retirement Date, his Early Retirement Date, or his Disability Retirement Date, a Member shall receive the balances in the Member Contribution Account and the CGT Account, which shall be used to:

- a) used to purchase a life annuity from an Insurance Company and shall be payable in the normal form of payment under Section 6.01 unless the Member has elected an optional form of Retirement Benefit payment under Section 7.01 or;
- b) transferred into his new employer's registered pension plan provided such other plan accepts the transfer; or
- c) transferred to a Locked-In Retirement Account (LIRA), a Life Income Fund (LIF) or a Locked-In Retirement Income Fund (LRIF), or any other locked-in registered retirement savings plan of the type prescribed from time to time by the Pension Benefits Act and as approved by the Canada Customs and Revenue Agency.

If the Member does not make an election within ninety (90) days of being advised in writing by the Company of his retirement options, the Company may purchase an immediate life annuity on behalf of the Member from an Insurance Company in the normal form prescribed by Section 6.01.

5.02 Small Retirement Benefit

In the event that the annual amount of the Retirement Benefit payable at the Member's Normal Retirement Date, either deferred or immediate, amounts to less than 2% of the YMPE for the calendar year in which the Member ceased to be employed by the Company, the Company shall distribute the balances of each of his accounts in the form of a lump sum payment to the Member.

ARTICLE VI NORMAL FORM OF RETIREMENT BENEFIT

6.01 Normal Form of Retirement Benefit

a) Members Without a Surviving Spouse or Same-Sex Partner

The normal form of payment of a Retirement Benefit is a monthly income payable from an Insurance Company under an annuity contract to the Member for life and guaranteed for sixty (60) months in any event.

b) Members With a Surviving Spouse or Same-Sex Partner

If the Member has a Surviving Spouse or Same-Sex Partner at the date on which the Retirement Benefits commence, the automatic form of the Retirement Benefit shall be an income payable monthly from an Insurance Company under an annuity contract for the entire lifetime of the Member, reducing on the first day of the month following the date of death of the Member to 60% of such income, payable to the Surviving Spouse or Same-Sex Partner for such person's remaining lifetime.

c) Commutation of Retirement Benefit

Where a Member establishes, by a statement from a qualified medical practitioner, that he has a mental or physical disability that is likely to shorten considerably his life expectancy to less than two (2) years, or such other period, as required under the Pension Benefits Act, the balances in the Member Contribution Account and the CGT Account that would otherwise be used to purchase a Retirement Benefit may be paid to the Member in a lump sum, subject to the Pension Benefits Act and the Rules and Regulations of the Canada Customs and Revenue Agency.

ARTICLE VII OPTIONAL FORMS OF RETIREMENT BENEFIT

7.01 Optional Forms of Retirement Benefit

Subject to the conditions stated in Section 7.02, a Member may elect to purchase an annuity from an Insurance Company in any one of the following optional forms of Retirement Benefit in lieu of the normal form of Retirement Benefit otherwise payable:

Option A:

A joint and survivor form of Retirement Benefit under which the Member shall receive, commencing on the same date as that on which the Retirement Benefit would otherwise commence and ceasing with the payment due on the first day of the month in which his death occurs, an amount of Retirement Benefit which can be provided by purchase from an Insurance Company from the balances in the Member Contribution Account and CGT Account pursuant to Article V and after his death, his Surviving Spouse or Same-Sex Partner (if such person survives him) shall receive an income from an Insurance Company under an annuity contract for life of 100% of the same amount of Retirement Benefit as the Member would have received had he not died; or

Option B:

A form of Retirement Benefit under which the Member shall receive, commencing on the same date as that on which the Retirement Benefit would otherwise commence and ceasing with the payment due on the first day of the month in which his death occurs, an amount of Retirement Benefit which can be provided by purchase from an Insurance Company from the balances in the Member Contribution Account and CGT Account pursuant to Article V, except that if his death occurs before he shall have received one hundred and twenty (120) or one hundred and eighty (180) monthly payments, whichever the Member elects, his Beneficiary determined in accordance with Article XI shall receive the same amount of Retirement Benefit as the Member would have received had he not died until the number of monthly payments to the Member and his Beneficiary total one hundred and twenty (120) or one hundred and eighty (180) as the case may be; or

Option C:

Such other form offered by an Insurance Company as the Company, in its discretion, may approve, which is not prohibited by the Pension Benefits Act, the Income Tax Act (Canada) and the Rules and Regulations of the Canada Customs and Revenue Agency.

7.02 Conditions of Election

The conditions under which any of these options may be elected are as follows:

- a) A Member who has a Surviving Spouse or Same-Sex Partner and is entitled to a benefit payable in accordance with subsection 6.01(b) may elect any optional form of Retirement Benefit payment available under Section 7.01 within the twelve (12) month period immediately prior to the date the first payment is due, provided such Member includes with his written election, either a waiver of the Surviving Spouse's or Same-Sex Partner's entitlement hereunder in the form prescribed by the Pension Benefits Act which has been signed by the Member and his Surviving Spouse or Same-Sex Partner or a certified copy of a domestic contract, as defined in the Family Law Act, containing the waiver.
- b) Notwithstanding subsection 7.02(a) above, the Member's election must be in writing filed with the Company within sixty (60) days prior to the date the first payment of the normal or optional form of Retirement Benefit and in such form as the Company shall prescribe. Such election shall become effective on the date the first payment commences.
- c) The election of an option may not be rescinded or the Surviving Spouse or Same-Sex Partner under Option A changed after the date the first payment of a Retirement Benefit commences. The election of an option may be rescinded or the Surviving Spouse or Same-Sex Partner under Option A changed before the date the first payment of a Retirement Benefit commences.
- d) If the Surviving Spouse or Same-Sex Partner under Option A dies before the date the first payment of a Retirement Benefit commences, the election shall be rescinded and the Member may choose another option.
- e) The death of a Surviving Spouse or Same-Sex Partner under Option A, or of the Beneficiary under Option B, after the date of the first payment and while a Member is living, shall not affect the amount of Retirement Benefit payable to the Member pursuant to his election under this Article VII.

- f) The amount of Retirement Benefit payable under an option effective under this Article VII shall be the amount of Retirement Benefit which can be provided from the balances in the Member Contribution Account and CGT Account pursuant to Article V.
- g) The guaranteed period of any form of Retirement Benefit payable under this Plan shall not exceed fifteen (15) years.
- h) Notwithstanding any other provisions of this Section 7.02, the conditions under which any of the options of this Article are payable shall be subject to and qualified by any requirements of the Agreement.

ARTICLE VIII CONTRIBUTIONS AND INVESTMENT FUNDS

8.01 Company Contributions

- a) For employment service on and after March 1, 1991, excluding leave of absence clause 5.37 and 5.39 as defined in the Collective Labour Agreement, the Company shall make monthly contributions with respect to each Member equal to the amount as defined in Schedule "A" plus an amount equal to 100% of any optional contribution elected by a member as defined in Schedule "B".

Notwithstanding the above, for each Member on Leave of Absence pursuant to subsection 8.02(b) the Company shall contribute the amount pursuant to Schedule "A" subject to the Prescribed Compensation limits as required pursuant to the Income Tax Act (Canada).

- b) The amount and form of such contributions shall be in accordance with:
 - i) Pension Benefits Act,
 - ii) the Income Tax Act (Canada), and
 - iii) the Rules and Regulations of the Canada Customs and Revenue Agency with respect to registration of an employees' pension plan under the Income Tax Act (Canada) and approval of payments to such plan under the Income Tax Act (Canada).

Such contributions shall be deposited at least monthly in the CGT Account established for the benefit of the Member under the Fund.

- c) The Company shall have no contribution obligations on behalf of any member of the plan for service prior to March 1, 1991, following establishment of the accounts referred to in 9.01/9.02.

8.02 Member's Contributions

- a) A Member may elect, at his discretion, to make monthly contributions to the Plan while in active employment in accordance with Schedule "B".
- b) Members may elect to continue to make monthly contributions for a maximum of fifty-two

(52) weeks in respect of maternity and parental Leave of Absence required under the Employment Standards Act, 2000 and for a maximum of twelve (12) months in respect of work related injury Leave of Absence as required under the Workplace Safety and Insurance Act. In respect of a Member who elected to continue to make the required contributions pursuant to subsection 8.02(a), the Company shall make contributions equal to the optional contribution elected by a member as defined in Schedule "B".

- c) Contributions will be made by payroll deduction in the form provided by the Company. Member contributions shall be deposited in the Member Contribution Account established for the benefit of the Member under the Fund at least monthly.
- d) The maximum amount which may be made as a contribution to this Plan in any year by a Member shall be the maximum amount permitted by Canada Customs and Revenue Agency, as a deduction from taxable income for such year pursuant to the appropriate section of the Income Tax Act (Canada).

8.03 Prior Plan Contributions

If elected by the Member, in writing, the commuted value of the accrued benefit under the Prior Plan shall be deposited in the CGT Account established for the benefit of the Member pursuant to Section 9.02.

8.04 Investment Fund

The contributions of each Member (including any transfer elected pursuant to Section 8.03) and the contributions made by the Company on behalf of each Member shall be allocated to the respective accounts and invested in the Fund under the Agreement referred to in Article XVIII.

8.05 Surplus Application

- a) Any surplus which occurs or occurred from the operation of the Plan and the Prior Plan, subject to the Pension Benefits Act and in compliance with the Income Tax Act (Canada) and Regulations made thereunder, shall be used to pay the Company's contributions pursuant to Section 8.01.
- b) Any portion of the surplus, which occurs or occurred from the operation of the Prior Plan or this Plan may be used to increase the benefits payable to any Member or Members of the Plan. Any such increases shall be reflected by means of an amendment to the Plan.

ARTICLE IX ACCOUNTS

9.01 The Company shall cause to be established and maintained for each Member a CGT Account which shall receive:

- a) all contributions of the Company made pursuant to Section 8.01 plus from time to time any Income allocated thereto and,

- b) as elected by the Member in writing, the commuted value of the accrued benefit under the Prior Plan pursuant to Section 8.02 plus from time to time any Income allocated thereto.

9.02 The Company shall cause to be established and maintained for each Member a Member Contribution Account which shall receive any contributions made by the Member pursuant to Section 8.02 plus from time to time any Income allocated thereto.

ARTICLE X BENEFITS PAYABLE IN EVENT OF DEATH

10.01 Death Before Commencement of Retirement Benefit

In the event of the death of a Member after March 1, 1991, prior to the date of commencement of his Retirement Benefit, there shall be a death benefit payable to his Surviving Spouse or Same-Sex Partner or, in the absence of a Surviving Spouse or Same-Sex Partner, to his Beneficiary or estate, whichever is applicable, equal to the balances in the Member Contribution Account and the CGT Account.

10.02 Distribution of Benefits on Death before Commencement of Retirement Benefits

- a) The benefits provided in Section 10.01 shall, upon written election by the Surviving Spouse or Same-Sex Partner within ninety (90) days of receipt of written notice from the Company of the amount of the benefit, be distributed either in the form of an annuity purchase, in a lump sum to the Member's Surviving Spouse or Same-Sex Partner or by transferring such balance into a registered retirement savings plan. In the absence of an election by the Surviving Spouse or Same-Sex Partner pursuant to Section 10.03, such benefits shall be paid to the Surviving Spouse or Same-Sex Partner as an immediate annuity by the purchase of an immediate annuity from an Insurance Company of the Surviving Spouse's or Same-Sex Partner's choice.
- b) In the absence of a Surviving Spouse or Same-Sex Partner, the benefits pursuant to Section 10.01 shall be distributed in a lump sum to the Member's Beneficiary or estate, as applicable.

10.03 Alternate Forms of Distribution

- a) The payment of any lump sum death benefit payable under the Plan may be made to the Surviving Spouse or Same-Sex Partner by the purchase of an immediate annuity contract or a deferred annuity contract from an Insurance Company of the Surviving Spouse's or Same-Sex Partner's choice with payment commencing not later than the Surviving Spouse's or Same-Sex Partner's sixty-ninth (69) birthday, or, if later, within one year after the death of the Member, providing a life annuity on the life of the Surviving Spouse or Same-Sex Partner and payable to the Surviving Spouse or Same-Sex Partner with or without a guaranteed period not in excess of fifteen (15) years.

- b) The election of an optional form of distribution under this Section 10.03 must be made by the Surviving Spouse or Same-Sex Partner within 90 days of receipt of written notice from the Company of the amount of the benefit.
- c) Notwithstanding any other provisions of this Section 10.03, the ability of a Surviving Spouse or Same Sex Partner to elect a life annuity shall be subject to the availability of the elected form of life annuity from an Insurance Company.
- d) In the event of the death of a Member on and after January 1, 1988, and prior to March 1, 1991, under the Prior Plan, death benefits in respect of the Surviving Spouse, or Same-Sex Partner, or Beneficiary as applicable were administered in accordance with the provisions under the Pension Benefits Act.

10.04 Death After Commencement of Retirement Benefit

In the event of the death of a Member on or after the date of commencement of his Retirement Benefit, his Beneficiary, Surviving Spouse or Same-Sex Partner, as applicable, shall be entitled to receive payments, if any, as provided in Article VI or Article VII, whichever is applicable.

ARTICLE XI BENEFICIARIES

11.01 Designation

Each Member may designate a Beneficiary (or co-Beneficiaries) who shall receive any benefits payable upon the death of such Member that are not required to be paid to the Member's Surviving Spouse or Same-Sex Partner pursuant to the Pension Benefits Act and to which such Beneficiary is entitled under the terms of the Plan. Subject to the provisions of any annuity, insurance or other contract from which such benefits are derived, the Member shall designate or change his Beneficiary from time to time (before or after his retirement) by filing written notice thereof with the Company in such form as shall be prescribed by it, subject to any applicable laws governing the designation of Beneficiaries. The Member may also designate a contingent Beneficiary and may change such designation from time to time as provided above in the case of a Beneficiary.

11.02 Absence of Designated Beneficiary

Subject to the provisions of any annuity, insurance or other contract governing the designation of Beneficiaries of a deceased Member from time to time in force or of any applicable law where the Member has failed to validly designate a Beneficiary or if the person so designated as his Beneficiary or contingent Beneficiary shall not be living at the time of such Member's death, the Retirement Benefit that may be payable to the Beneficiary or contingent Beneficiary, as the case may be, pursuant to the Plan as a result of his death shall be payable in a lump sum to such Member's estate and, in such case, wherever in the Plan reference is made to such Member's Beneficiary or contingent Beneficiary for any purpose whatsoever, such reference shall be interpreted so as to mean such Member's estate.

Subject to the provisions of any annuity, insurance or other contract governing the designation of Beneficiaries of a deceased Member from time to time in force or of any applicable law where the Member has failed to validly designate a Beneficiary or if the person so designated as his Beneficiary or contingent Beneficiary shall not be living at the time of such Member's death, the Retirement Benefit that may be payable to the Beneficiary or contingent Beneficiary, as the case may be, pursuant to the Plan as a result of the Member's death shall be payable in a lump sum to such Member's estate and, in such case, wherever in the Plan reference is made to such Member's Beneficiary, or contingent Beneficiary for any purpose whatsoever, such reference shall be interpreted so as to mean such Member's estate.

11.03 Minors & Incompetents

If it is found at the time of payment of benefits that:

- a) a Beneficiary, Surviving Spouse or Same-Sex Partner, as applicable, is not legally of age and has no duly appointed guardian or legal representative, or
- b) a Beneficiary, Member, Surviving Spouse or Same-Sex Partner is incapable of handling his own affairs due to illness or accident,

the Company may, after due consultation with its advisors, including counsel to the Company, cause benefit payments to be paid to an individual or institution which is then maintaining or has custody of the person entitled to the pension or other benefit under the Plan to the credit of such person or to a court or authorized government agency of the jurisdiction to which the person entitled to the pension or other benefit is subject, for the credit of such person in accordance with the laws of that jurisdiction governing such payments.

Any such payment will be deemed a payment for the account of the person entitled to the pension or other benefit, and will constitute a full and complete discharge of the Company and the Plan for the payment of the pension or other benefit under the Plan.

ARTICLE XII TERMINATION OF SERVICE

12.01 Benefits on Termination of Service

- a) Benefits on Termination of Service Prior to Completion of Two (2) Years of Seniority

Upon Termination of Service of a Member on or after March 1, 1991, and prior to completion of two (2) years of Seniority such Member shall be 100% vested in the Member

Contribution Account. Any forfeiture arising from any non-vested CGT Accounts due to the Termination of Service of Members shall be applied pursuant to Section 8.6 or subsection 16.03(b) as applicable.

b) Benefits on Termination of Service After Completion of Two (2) Years of Seniority

Upon Termination of Service of a Member on or after March 1, 1991, and after completion of two (2) years of Seniority such Member shall be 100% vested in his Member Contribution Account and in the CGT Account.

12.02 Distribution of Benefits

Upon Termination of Service of a Member as set out in Section 12.01 who has not attained age fifty-five (55), such Member must elect, within ninety (90) days of receipt of notice of the benefits payable, to receive the value of such benefits in one of the following alternative ways:

- a) to purchase from an Insurance Company a deferred life annuity with or without a guaranteed period not in excess of fifteen (15) years and under which payments will not commence earlier than an Early Retirement Date pursuant to Section 4.02 nor later than the end of the calendar year in which the Member attains age sixty-nine (69);
- b) to transfer such value into his new employer's registered pension plan provided such other plan accepts the transfer;
- c) to transfer the value pursuant to subsection 12.01(a) which is applicable to the Member Contribution Account into a registered retirement savings plan;
- d) to transfer the value pursuant to subsection 12.01(b) which is applicable to the CGT Account and the Member Contribution Account to a Locked-In Retirement Accounts (LIRA), a Life Income Fund (LIF), a Locked-In Retirement Income Fund (LRIF), or any other locked-in registered retirement savings plan of the type prescribed from time to time by the Pension Benefits Act, where required.

In the event a Member does not make an election within ninety (90) days of receipt of notice of the benefits payable, the Company shall use the balances in the Member Contribution Account and the CGT Account (if applicable) held on his behalf in the Fund to purchase from an Insurance Company a Deferred Retirement Benefit in the normal form of payment under Article VI payable at Normal Retirement Date.

12.03 Upon Termination of Service of a Member who has attained age fifty-five (55) and who has completed two (2) years of Seniority, such Member shall be deemed to elect to have retired pursuant to Section 4.02.

12.04 Benefits upon Termination of Service on and after January 1, 1988, and prior to March 1, 1991, under the Prior Plan were administered in accordance with the provisions under the Pension Benefits Act.

ARTICLE XIII

LIMITATION OF RIGHTS OF EMPLOYEES**13.01 Limitation of Company Obligations**

Nothing contained in the Plan gives, nor is intended to give, any Employee the right to be retained in the service of the Company, or to interfere with the right of the Company to discharge or otherwise terminate the employment of any Employee at any time, subject to the terms of the Collective Agreement(s). Membership in the Plan gives no right or claim to a Retirement Benefit hereunder beyond those expressly limited as set forth in this document, and are further limited to the extent of funds available for benefits which are in the hands of or are required to be in the hands of the Financial Carrier(s).

**ARTICLE XIV
FUNDING OF THE PLAN****14.01 Funding Medium**

The Company shall enter into an Agreement with the Financial Carrier(s) under which the Financial Carrier(s) shall receive the contributions of the Company and the Members, if any, under the Plan and deposit them in the Fund to be held, invested, reinvested and distributed by the Financial Carrier(s) in accordance with the terms of:

- a) the Agreement,
- b) the Plan,
- c) the Pension Benefits Act.

14.02 Termination of Agreement

Any Agreement entered into may be terminated by the Company or the Financial Carrier(s) may resign, with due notice each to the other as provided in the Agreement, in which case, the Company shall enter into a new Agreement with another Financial Carrier(s) on the advice of the Advisory Committee.

14.03 Limitation of Liability of Company & Others

Benefits provided for by the Plan shall be payable only from the Fund and, unless otherwise provided in this Plan, Retirement Benefits and annuities, whether for life or term certain only, may be provided by the purchase of an annuity, immediate or deferred, from an Insurance Company. Upon the purchase of any such annuity for the benefit of a Member, his Beneficiary, his Surviving Spouse or Same-Sex Partner, as applicable, pursuant to the provisions of the Plan, such annuity shall not form part of the Fund, the Member's rights hereunder shall be fully discharged and the Financial Carrier(s) and the Company, its officers and directors shall have no liability to the

Member, his Beneficiary, his Surviving Spouse or Same-Sex Partner, as applicable, or by virtue of any matters arising thereunder, hereunder or under the Agreement.

ARTICLE XV ADMINISTRATION OF THE PLAN

15.01 Administration of the Plan

The Company shall be responsible for the general administration of the Plan and for carrying out the provisions of the Plan. Subject to the limitations of the Plan, the Company from time to time shall establish rules for the administration of the Plan and the transaction of its business. The determination of the Company as to any disputed question shall be conclusive.

15.02 Appointment and Duties of the Advisory Committee

- a) Without in any way derogating from the Company's responsibility, an Advisory Committee shall be established consisting of not less than six (6) persons, three (3) from the Company and three (3) from the Union, one of whom shall be designated as Chairman, appointed from time to time by the Company. Members of the Advisory Committee may be officers and employees of the Company. Members of the Advisory Committee shall serve at the pleasure of the Company and the Union. Vacancies on the Advisory Committee shall be filled by the Company or the Union, as the case may be. Any member of the Advisory Committee may resign by delivering his written resignation to the secretary of the Company.
- b) Subject to the limitations of the Plan and the Pension Benefits Act, the Advisory Committee shall be established to:
 - i) make recommendations regarding administration of the Plan;
 - ii) review the operation of the Plan on an annual basis; and
 - iii) promote understanding of the Plan among Employees, Members, their Surviving Spouses, Same-Sex Partners or Beneficiaries.

15.03 Records

The Company shall cause to be maintained such accounts, as it deems necessary for the proper administration of the Plan.

15.04 Appointment of Services

The Company shall appoint an Auditor to the Plan. The Company may retain or consult counsel (who may be counsel for the Company), may appoint an agent or agents, and may employ such clerical, medical, legal, administrative, investment, actuarial, benefit consulting and accounting services as it deems expedient for carrying out the provisions of the Plan.

15.05 Proof of Age

The Company shall require each Member to submit to it, in such forms as it shall deem reasonably adequate and acceptable, proof of his age or date of birth and proof of the age and date of birth of his Surviving Spouse or Same-Sex Partner, whichever is applicable.

15.06 Expenses

The expenses of the Plan in respect of record keeping of Member and Company contribution accounts, Member's statements and other administrative costs, any other fees and expenses of the Investment Manager, custodian, Trustee, auditor and benefit consultants shall be borne by the Plan.

15.07 Directions to Financial Carrier(s)

The Company shall direct the Financial Carrier(s) concerning all payments, which are to be made out of the Fund pursuant to the Plan, and all terminations of such payments.

15.08 Explanation to Employees/Members

The Company shall cause to be prepared and made available to each eligible Employee a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Employee with reference to the benefits available to him under the terms of the Plan, and such other information as may be prescribed by the Pension Benefits Act or any other legislation applicable to the Employee within the time periods permitted by the Pension Benefits Act.

Any written explanation and other prescribed information shall be furnished for information only and shall not be deemed to have any effect on the rights or obligations of any Member or Employee and shall not be referred to in determining the meaning of any provision of the Plan. The Company, any director, officer or employee of the Company appointed to administer the Plan in accordance with Article XV hereof shall not be liable for any loss or damage to any person by reason of any error or omission in such written explanation and information.

A copy of the Plan and any other documents prescribed by the Pension Benefits Act shall be available for inspection by any Member at a time and place mutually convenient to the Company and the Member.

15.09 Non-Alienation of Benefits

Other than as permitted under the Pension Benefits Act, no benefits payable at any time under the Plan shall be subject in any manner to alienation, anticipation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, anticipate, sell, transfer, assign, pledge, attach, or otherwise encumber any such benefits, whether presently or hereafter payable, shall be void.

15.10 Notice and Elections

Any notice or election under the Plan must be made, given or communicated, as the case may be, in the manner determined by the Company.

15.11 Assignment Permitted

Notwithstanding Section 15.09, assignment is permitted in accordance with subsection 8502(f) of the Regulations under the Income Tax Act (Canada) (i) pursuant to a decree, order or judgement of a competent tribunal or a written separation agreement made under the Family Law Act in settlement of rights arising as a consequence of the breakdown of a marriage or other conjugal relationship between the Member and the Member's Spouse, former Spouse or Same-Sex Partner, or (ii) by the legal representative of a deceased Member on the distribution of such Member's estate.

15.12 No Surrender or Commutation

Except for a reduction in Retirement Benefits or a refund of Company contributions to avoid revocation of registration, and in the case of the unexpired period of a guaranteed annuity and

taking into account the portability rights under the Plan and lump sum payments permitted under the Plan, the Retirement Benefits provided under the Plan are not, on or after the date of retirement, termination or death of a Member, capable of surrender or commutation during his lifetime and do not confer any person any right or interest in these Retirement Benefits capable of being surrendered or commuted during the lifetime of the Member.

**ARTICLE XVI
AMENDMENT TO PLAN, TERMINATION OR
DISCONTINUANCE OF COMPANY CONTRIBUTION**

16.01 Right to Amendment

The Company reserves the right at any time or times, or from time to time, to modify or amend the Plan in whole or in part by attaching to the Plan a certified copy of such modification or amendment as executed by the Company, provided, however, that:

- a) such action shall be communicated in writing to the Advisory Committee and to each Member affected by any material modification or amendment to the Plan; and
- b) no such modification or amendment shall be made which would:
 - i) without the consent of the Financial Carrier(s), increase the duties or liabilities of the Financial Carrier(s),
 - ii) divest a Member of any entitlement vested in him on the date of such modification or amendment, or adversely affect any entitlement accrued to him on such date,
 - iii) cause or permit any portion of the Fund to be diverted to or become the property of the Company prior to the satisfaction of all requirements of the Plan, other than pursuant to Section 8.05 or subsection 16.03(b), or
 - iv) be in conflict with the terms of the existing Collective Agreement(s);

unless such modification or amendment is necessary or appropriate in order to enable the Plan or the Agreement to qualify for registration as a pension plan under the Income Tax Act (Canada) or the Pension Benefits Act, or to retain for the Plan or the Agreement such qualified status.

Notwithstanding the foregoing, the Company agrees that during the term of the Collective Agreement(s) entered into it will not alter the terms of the Plan, unless such modification or amendment is necessary or appropriate in order to enable the Plan to qualify for registration as a pension plan under the Income Tax Act (Canada) or the Pension Benefits Act, or to retain for the Plan such qualified status.

16.02 Right of Discontinuance

Subject to the terms of the Collective Agreement(s), the Company reserves the right, by action communicated in writing, in an instrument executed by the Board of Directors of the Company, to the Financial Carrier(s), the Advisory Committee, the Union, and to each of the Employees to terminate the Plan as to its Employees.

16.03 Procedure on Discontinuance

- a) In the event the Plan shall at any time be terminated subject to Section 16.02 and subsection 16.03(b), the then value of the assets of the Fund in the appropriate accounts shall be determined and used for the benefit of Members (and their Beneficiaries, Surviving Spouses or Same-Sex Partner, as applicable).

- b) Each Member shall be immediately 100% vested under the Plan and shall receive a benefit equal to the amount that can be provided by the balances in each of the Member Contribution Account and CGT Account.

Any assets in the Fund remaining arising from forfeitures of any non-vested CGT Accounts due to the Termination of Service of prior Members and any assets in the fund of the Prior Plan shall be returned to the Company after distribution of benefits to Members, Beneficiaries, Surviving Spouses or Same-Sex Partners, subject to the prior approval of the Financial Services Commission of Ontario.

- c) Amounts allocated in accordance with the above subsections may be applied, in the discretion of the Company, to provide benefits through the purchase of paid-up annuities on an individual or group basis, through allocation of reserves within the then existing fund, under a new trust instrument, or through participation in other retirement plans, or by any combination of these media or other means, subject, however, to applicable governing legislation.

16.04 Continuation of Plan

This Plan shall not be deemed terminated even though contributions by the Company may cease under this instrument, if it is replaced or supplemented by some other instrument, which constitutes a registered pension fund or plan under the Income Tax Act (Canada) and Pension Benefits Act.

ARTICLE XVII CONSTRUCTION

17.01 Construction

In the interest of uniformity, except as otherwise specifically provided in the Plan, the laws of the Province of Ontario shall apply to the Plan and the Agreements thereof as from time to time established, and the Plan and the said agreements shall be construed accordingly and, except as aforesaid, every right and claim made under or by virtue thereof shall be determined according to the laws of the province of Ontario and the Rules and Regulations of Canada Customs and Revenue Agency.

ARTICLE XVIII TERM OF AGREEMENT

- 18.01 As promptly as possible after execution of this Agreement by the Company, the Company shall submit it to the relevant government tax and other relevant authorities for the purpose of obtaining their approval. If, on the effective date of the Pension Benefit Plan, the Company has not all approvals which it may deem necessary to establish that it is entitled to deduct the amount of its contributions to the Pension Plan as an expense under the provisions of the Income Tax Act (Canada), or any other applicable tax laws, or to qualify under any other applicable law, as now in effect or as hereafter amended or adopted, the Agreement shall not become effective. If the requirements of such authorities shall necessitate any modification or changes herein, the Company will promptly notify the Union and the parties will meet within ten (10) days thereafter for

the purpose of negotiating such modifications or changes.

- 18.02 In the event of withdrawal of the approval, as defined in clause 7.01 hereof, by the relevant government authorities at any time during the term of this Agreement, this Agreement shall terminate on the effective date of such withdrawal or upon the expiration of thirty (30) days after the Company shall first have been advised by the authorities of withdrawal of approval, whichever is later. During this thirty (30) day period, the parties will meet for the purpose of negotiating any modifications or changes required in order to obtain the approval of the authorities; provided however, that notwithstanding the other provisions of this Article, until reinstatement of such approval, the Company shall not be required to make any contributions to the pension fund which it is not entitled to deduct as an expense before taxes under the provisions of the Income Tax Act (Canada), and any other applicable tax laws, as now in effect or hereafter amended or adopted.
- 18.03 If at any time during the term of this Agreement, it shall be necessary or appropriate to make any revision of this Agreement in order to obtain or retain the approval, as defined in clause 7.01 hereof, by the relevant authorities, the Company may make such revision retroactively or otherwise, with the consent of the Union. The making of such revision shall be the subject of immediate negotiations between the Company and the Union and in such negotiations, the Company and the Union shall recognize that the Collective Labour Agreement, then in effect, was executed in the expectation that the Pension Benefit Plan, or one with substantially equivalent benefits, would be and remain in effect during the term of this Agreement and of any renewal thereof theretofore made.
- 18.04 This Agreement may be appropriately modified or terminated in the event of the enactment of Federal, Provincial or Municipal Governmental legislation affecting:
- a) a contributory (company or employee) pension plan applicable to employees, or
 - b) a change, modification or supplement to any statutory benefit that results in a change in the aggregate of benefits to employees.

In the event of enactment of such legislation, should the parties be unable to agree upon appropriate modifications of this Agreement, either party may, by thirty (30) days' notice, effective no later than thirty (30) days after such legislation has been officially proclaimed, terminate this Agreement.

- 18.05 In the event of refusal by the relevant government authorities to approve this Pension Benefit Plan, or in the event of the government authorities refusing to approve the Pension Benefit Plan as defined in clause 7.01 hereof, or of their withdrawal after date of approval thereof previously given, or in the event that this Agreement is terminated by either party pursuant to the provisions of clause 7.04, either the Union or the Company may apply to the Ontario Labour Relations Board for permission to terminate any Collective Labour Agreement then in effect and the other party shall join in such application. In the event of such termination the provisions of the Collective Labour Agreement shall continue to operate in the manner as provided in The Ontario Labour Relations Act. If subsequent to notice of termination of such Collective Labour Agreement, the parties settle any difference between them and this Agreement is reinstated, or a successor agreement is made, then such Collective Labour Agreement, if terminated, shall be reinstated to continue in full force until subsequently terminated according to its provisions as contained therein.

- 18.06 This Agreement constitutes a full settlement of all retirement, pension and severance pay demands of the Union for its duration, and during the term hereof or of any renewal hereof, neither the Union nor its Representatives shall:
- a) make any demands that this Agreement be changed in any respect or terminated, or that a new Pension Benefit Plan or severance award be established for the employee or that the Company contribute or pay any greater amount for pensions for the employees than it is required to pay under the provisions of clause 5.01 hereof, or,
 - b) engage in, or continue to engage in, or in any manner encourage or sanction any strike or other action, which will interfere with work or production at the plants of the Company for the purpose of securing any such change, increase or termination; and, except during the last forty-five (45) days of the term of this Agreement or of any renewal thereof, the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters referred to in (a) of this clause.

In witness whereof, the parties have executed this agreement this **day of March, 2005.**

Signed, sealed and delivered on **March..., 2005**, in the presence of:

For the Company

- M. Campanelli**
- D. Davidson**
- J. Roppel**
- D. Yost**
- K. Williamson**

For the Union

- J. Olides**
- H. Smith**
- J. Reid**
- J. Elliott**
- K. Dalgity**
- J. Hibbs**
- J. Harvey, Int. Rep.**

SCHEDULE A

Basic Company Contributions

Effective March 1, 2005, the basic Company contribution will be increased from \$130 per month to \$145.00 per month.

Effective March 1, 2006, the basic Company contribution will be increased from \$145 per month to \$160.00 per month.

Effective March 1, 2007, the basic Company contribution will be increased from \$160 per month to \$170.00 per month.

SCHEDULE B

Optional Contributions

Matching formula \$10.00 increments up to a maximum of \$40.00.

Pension Guarantee

Year One:

Canadian General-Tower Limited will supplement a retiring member's account balance by means of a Retiring Allowance so as to allow the member to purchase a monthly pension payable at age 65 and guaranteed for sixty (60) monthly payments in any event equal to 1.00% of the member's account balance at the date of retirement. However, having used this basis to establish the supplement the member is free to purchase any other form of retirement income with full supplemented amount.

Year Two and Year Three:

Guarantee = 1% of members account for employees, for anyone who falls below the cap of \$30.00 per month per year of service.

In any event, this guarantee applies to employees hired prior to 1991.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

This Plan made and entered into this**day of March, 2005**, by and between Canadian General-Tower Limited, Cambridge, Ontario, hereinafter called the "Company" and the United Steelworkers of America, AFL-CIO CLC Local #862 thereof, hereinafter called the "Union", for the occupational classifications represented by the Union as set forth in Article II of the Collective Labour Agreement.

Now, therefore, it is mutually agreed as follows:

ARTICLE I ELIGIBILITY FOR BENEFITS

Section 1 - Eligibility for a Regular Benefit

An employee shall be eligible for a Regular Benefit for any week beginning on or after the effective date of this Agreement if with respect to such week he:

- a) was on a qualifying layoff, as described in Section 4 of this Article, for all or part of the week.
- b) received an Unemployment Insurance System Benefit not currently under protest by the Company or was ineligible for an Unemployment Insurance System Benefit only for one or more of the following reasons:
 - i) he did not have prior to layoff a sufficient period of employment or earnings covered by the Unemployment Insurance System;
 - ii) exhaustion of his Unemployment Insurance System Benefit rights;
 - iii) he was serving an Unemployment Insurance System "waiting week" while temporarily laid off out of line of seniority pending placement under the terms of the Collective Labour Agreement; provided that the provisions of this item (iv) shall not be applicable to: 1) inventory layoffs, 2) when he has refused or delays placement to a job to which his seniority entitles him;
 - iv) the week was a second "waiting week" within his benefit year under the Unemployment Insurance System, or was an Unemployment Insurance System "waiting week" immediately following a week for which he received an Unemployment Insurance System Benefit, or occurring within less than fifty-two (52) weeks since his last Unemployment Insurance System "waiting week";
 - v) he was denied an Unemployment Insurance Benefit and it is determined with the concurrence of the Canada Employment and Immigration Commission, that under the circumstances it would be contrary to the intent of the plan and Commission policy to deny

him a benefit;

- c) was actively seeking work or had accepted work other than that covered by the Bargaining Unit which paid less than 80% of his "Weekly Straight Time Pay", had not failed or refused to accept work deemed suitable under the applicable Unemployment Insurance System and has met any registration and reporting requirements of an employment office of such applicable Unemployment Insurance System, except that this subsection does not apply to any employee who was ineligible for an Unemployment Insurance System Benefit or "waiting week" credit for the Week only because of the amount of pay, or failure to claim an Unemployment Insurance System Benefit when Company pay was not less than this Euisel minus \$2 (as specified, respectively in items (iii) and (viii) of subsection 1(b) above).
- d) has to his credit a Credit Unit or fraction thereof;
- e) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he has greater seniority than with the Company nor under any other "SUB" plan of the Company in which he has Credit Units which were credited earlier than his oldest Credit Units under this Plan);
- f) was not eligible for an Automatic Short Week Benefit;
- g) has made a Benefit application in accordance with procedures established by the Company hereunder.

Section 2 - Eligibility for a Special Short Week Benefit

An employee shall be eligible for a Special Short Week Benefit for any Week beginning on or after the effective date of this Agreement if:

- a) during such Week he performed some work for the Company or performed Compensated Work for the Union or was otherwise compensated by the Company for a day or part thereof but his Compensated or Available Hours were less than the number of hours in his Normal Work Week. During a week of scheduled shutdown compensation for a holiday or holidays (but only with respect to an Employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or for work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder;
- b) with respect to such Week his Company pay and any Company pay which he would have received, for hours scheduled for or made available to him but not worked did not equal or exceed his Euisel.
- c) with respect to such Week he satisfied all of the eligibility conditions for a Regular Benefit.

Section 3 - Eligibility for an Automatic Short Week Benefit

- a) An employee shall be eligible for an Automatic Short Week Benefit for any week beginning on or after the effective date of this Agreement if:
- i) during such Week, he performed some work for the Company, or performed Compensated Work for the Union or was otherwise compensated by the Company for a day or part thereof, but his Compensated or Available Hours were less than the number of hours in his Normal Work Week. During a week of scheduled shutdown, compensation for a holiday or holidays (but only with respect to an employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or for work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder;
 - ii) he has at least one (1) Year of Seniority as of the last day of such week;
 - iii) he was on a qualifying layoff, as described in Section 4 of this Article, for some part of such Week;
 - iv) with respect to such Week his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked, equaled or exceeded his Euisel, "subject to (1) below if less than his Euisel".
 - 1) If with respect to such week his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked equaled or exceeded his allowable earnings but is less than his Euisel, he shall be eligible for an Automatic Short Week Benefit for such week, provided he registers with the Unemployment Insurance Commission and provided he is ineligible to receive an Unemployment Insurance Benefit for such week, because he is serving a "waiting week", or part thereof, The Company will establish a procedure for notifying employees in writing of any requirement to register at the Unemployment Insurance Commission Office in order to establish a waiting week or part thereof.
 - v) he did not have a period or periods of lay off in the Week and in the preceding or following week occurring in such sequence as to constitute a "week of unemployment" (as defined under the applicable Unemployment Insurance System) which included some part of the Week: provided however, that when an Employee has a period of layoff with respect to which he has established such an Unemployment Insurance System "week of unemployment", which starts on a day other than Sunday or Monday, he will be entitled (if otherwise eligible) to receive a partial Automatic Short Week Benefit with respect to any hours of layoff on days within a Work Week which are not included in such (or any other) established Unemployment Insurance System "week of unemployment".

- b) No application for an Automatic Short Week Benefit, other than a partial Automatic Short Week Benefit, will be required of an Employee. However, if an Employee believes himself entitled to an Automatic Short Week Benefit for a Week, which he does not receive on the date when such Benefits for such Week are paid, he may file written application therefore in accordance with procedures established by the Company.
- c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Plan for that Week, except that this provision does not apply to a partial Automatic Short Week Benefit.

Section 4 - Conditions With Respect to Payment Under the Plan

- a) A layoff for the purposes of this Plan is any temporary layoff. If the Employee is not entitled to pension under the Pension Benefit Plan Agreement dated October 15, 1987, or successor agreement, or a layoff occurring or continuing because the employee was unable to do the work offered by the Company although able to perform other work in the plant to which he would have been entitled if he had had sufficient seniority. Medically restricted employees awaiting suitable placement will be considered on layoff occurring in a temporary reduction in force.
- b) An employee's layoff for all or part of any week will be deemed qualifying for Plan purposes only if:
 - i) such layoff was from the bargaining unit;
 - ii) such layoff was not for disciplinary reasons, and was not a consequence of:
 - 1) any strike*, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a company plant or plants, or any dispute of any kind involving employees or other persons employed by the Company, and represented by the Union whether at a company plant or plants or elsewhere;
 - 2) any war or hostile act of a foreign power (but not government regulation or controls connected therewith);
 - 3) sabotage or insurrection, or
 - 4) any act of God; provided, however, this subsection (4) shall not apply to the first two (2) weeks of layoff resulting from such cause:
 - iii) with respect to such week the employee did not refuse to accept work when recalled pursuant to the Collective Labour Agreement and did not refuse an offer by the Company of other available work, which he had no option to refuse under the Collective Labour Agreement; provided, however, that where Skilled Trades employees refuse production work it will not disqualify them under this subparagraph (iii);

- iv) with respect to such week, the employee was not eligible for and was not claiming:
 - 1) any accident or sickness or any other disability benefit (except a Canada Pension Plan disability benefit to a medically restricted employee waiting suitable placement under the terms of the applicable Collective Labour Agreement or except a benefit which he received or could have received while working full time); or
 - 2) any Company pension or retirement benefit; and
- v) with respect to such week the employee was not in military service or on military leave.
- c) If, with respect to some but not all of his regular work days in a week, an employee is ineligible for a benefit by reason of subparagraph (b)(ii) or (b)(iv) of this section, (and is otherwise eligible for a benefit), he will be entitled to a reduced benefit payment as provided in Section 1(c) of Article II.
- d) The determination of eligibility under this Article shall be based upon the reason for the employee's last separation from the Company.

*At the end of any legal strike by employees, the Company and the Union shall mutually agree as to the period of time necessary for normal start-up, which shall be incorporated as part of any strike settlement memorandum. After such period of time an employee will not be disqualified for S.U.B. solely because of such strike.

Section 5 - Disputed Claims for Unemployment Insurance System Benefits

- a) with respect to any week for which an employee has applied for a benefit and for which he:
 - i) has been denied an Unemployment Insurance System Benefit, and the denial is being protested by the employee through the procedure provided therefore under the Unemployment Insurance System, or
 - ii) has received an Unemployment Insurance System Benefit, payment of which is being protested by the Company through the procedure provided therefore under the Unemployment Insurance System, and the employee is eligible to receive a benefit under the Plan except for such denial, or protest, the payment of such benefit shall be suspended until such dispute shall have been determined.
- b) If the dispute shall be finally determined in favour of the employee, the benefit shall be paid to him if and to the extent that he had not exhausted Credit Units subsequent to the week to which the Unemployment Insurance System benefit in dispute is applicable.

Section 6 - Vacation Shutdowns

It is understood that an employee who is eligible for weeks of paid vacation in an amount not less than the period of scheduled plant vacation shutdown, will not be eligible to receive a benefit under the Plan for the period of plant shutdown, regardless of whether he has taken his vacation prior to or is deferring his vacation until after the shutdown, and regardless of his eligibility for unemployment benefit under these circumstances. An employee who has taken vacation during a week or weeks when he otherwise would have been scheduled off in a curtailment of production shall not be disqualified from benefits under the Plan, as provided above, to the extent of such week or weeks so taken.

ARTICLE II

AMOUNTS OF BENEFITS

Section 1 - Regular Benefits and Special Short Week Benefits

- a) The regular benefit payable to an eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount, which, when added to his Unemployment Insurance Benefit and other compensation, will equal 80% of his weekly straight time pay for each week for which he is eligible for a regular benefit.
- b) The Special Short Week Benefit payable to an eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount which, when added to the employee's Unemployment Insurance Benefit and other compensation, (excluding the amount of any pay received or receivable from the Company) will equal the product of the number by which his normal week exceeds his compensated or available hours, counted to the nearest tenth of an hour, multiplied by 80% of his short work week normal hourly earnings; provided, however, that a regular benefit shall be payable for the week if the amount of such regular benefit is equal to or greater than the amount of the Special Short Week Benefit.
- c) An otherwise eligible employee entitled to a benefit reduced, as provided in Subsection 4(c) of Article I, because of ineligibility with respect to part of the week, will receive the greater of:
 - i) 1/5 computed under Subsection (a) of this section for each work day of the week for which he is eligible under this Plan, provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which he is not eligible for a benefit under Subsection 4(c) of Article I; or
 - ii) any Special Short Week Benefit computed under Subsection (b) of this section for which he may be eligible.

Section 2 - Automatic Short Week Benefit

- a) The Automatic Short Week Benefit payable to any eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount equal to the product of the number by which the number of hours in his normal work week exceeds his compensated or available hours, counted to the nearest tenth of an hour, multiplied by 80% of his Short Work Week normal hourly earnings.
- b) An eligible employee entitled to a partial Automatic Short Week Benefit with respect to certain hours of layoff not included in an Unemployment Insurance System "week of unemployment", as provided in Section 3(a)(v) of Article I, will receive an amount computed as provided in Subsection 2(a) above, based on the number by which the hours for which the employee would regularly have been compensated exceeds his compensated or available hours, with respect to the days within the work week not included in such Unemployment Insurance System "week of unemployment".

Section 3 - Unemployment Insurance Benefit and Other Compensation

- a) An employee's Unemployment Insurance Benefit and Other Compensation for a week means:
 - i) the amount of Unemployment Insurance System Benefit received or receivable by the employee for the week or the estimated amount which the employee would have received if he had not been ineligible therefore solely as set forth in item (viii) of Section 1(b) of Article I (concerning a week for which his pay received or receivable from the Company was not less than his Eusel minus \$2); plus
 - ii) all amounts by which the applicant's earnings or remuneration or otherwise, as defined under the law of the Unemployment Insurance Regulations, exceed the allowable earnings under the Unemployment Insurance Regulations, plus
 - iii) all amounts he would have received from the Company for hours scheduled or offered him but not worked; the amount being computed on the basis of "normal hourly earnings" as herein defined; plus
 - iv) the amount of all other benefits in the nature of compensation or benefits for unemployment received or receivable under Municipal, Provincial, or Federal laws and regulations.
- b) For purpose of Subparagraph (a)(i) above, the estimated amount of the Unemployment Insurance System Benefit, which would have been received by the employee, shall be equal to whichever of the following amounts is applicable:
 - i) if he has an established and currently applicable weekly benefit rate under the Unemployment Insurance System, such benefit rate plus any dependents' allowances, or
 - ii) in all other cases, the Unemployment Insurance System Benefits which would apply to an individual having the same number of dependents as the employee and having weekly earnings equal to the employee's weekly straight time pay.
- c) If the Unemployment Insurance System Benefit actually received by an employee for a week shall be for less, or more, than a full week (for reasons other than the employee's receipt of wages or remuneration for such week) because,

- i) he has been disqualified or otherwise determined ineligible for a portion of his Unemployment Insurance System Benefit for reasons other than set forth in Section 1(b) of Article I, or
 - ii) the applicable Unemployment Insurance week includes one (1) or more "waiting period effective days", or
 - iii) of an underpayment or overpayment of a previous Unemployment Insurance System Benefit, the amount of the Unemployment Insurance Benefit which would otherwise have been paid to the employee for such Unemployment Insurance week shall be used in the calculation of "Unemployment Insurance Benefit and Other Compensation" for such Unemployment Insurance week.
- d) If the Unemployment Insurance System Benefit applies to a period of less than seven (7) days due to commencement or termination of unemployment other than on the first or last day of the normally applicable week, the seven (7) day period of the normally applicable Unemployment Insurance week will be used in calculating Unemployment Insurance Benefit and Other Compensation for such Unemployment Insurance week.

Section 4 - Definition of Scheduled and Unscheduled Short Work Week

- a) For purpose of the Plan, a Scheduled Short Work Week with respect to an employee is a Short Work Week which management schedules in order to reduce the production of the plant, department, or other unit in which the employee works, to a level below the level at which the production of such plant, department, or unit would be for the week were it not a Short Work Week, but only where such reduction of production is for the purpose of adjusting production to customer demand.
- b) For purposes of the Plan, an Unscheduled Short Work Week with respect to an employee is any Short Work Week:
 - i) which is not a Scheduled Short Work Week as defined in Subsection 4(a) above;
 - ii) in which an employee returns to work from layoff to replace a separated or absent employee (including an employee failing to respond or tardy in responding to recall), or returns to work, after a full week of layoff, in connection with an increase in production, but only to the extent that the Short Work Week is attributable to such cause.
- c) The Company will advise a designated union representative, or representatives, of the Local Union at the time of layoff of the reason or reasons causing any short Work Week involving a substantial number of employees.

Section 5 - Insufficient Credit Units for Full Benefit

If an employee has to his credit less than the full number of Credit Units required to be cancelled for the

payment of a benefit for which he is otherwise eligible, he shall be paid the full amount of such benefit and all remaining Credit Units or fractions thereof to his credit shall be canceled.

Section 6 - Effect of Low Trust Fund Position

Notwithstanding any of the other provisions of the Plan, if, and as long as the applicable Trust Fund Position for any week shall be less than 4%, no benefit for such week shall be paid.

Section 7 - Benefit Overpayments

- a) If the Company or the Board determines that any benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the employee receiving the benefit(s) and he shall return the amount of overpayment to the Trustee, providing, however, that no repayment shall be required if the cumulative overpayment is \$3 or less or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.
- b) If the employee shall fail to return such amount promptly, the Trustee shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future benefits (not to exceed \$10 from any one (1) benefit except in cases of fraud or willful misrepresentation), or by requesting the Company to make a deduction from compensation payable by the Company to the employee (not to exceed \$20 from any one (1) pay cheque except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make such deduction from the employee's compensation and to pay the amount deducted to the Trustee.

Section 8 - Withholding Tax

The Trustee shall deduct from the amount of any Benefit any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any Federal, Provincial, or Municipal Government of Canada.

Section 9 - Minimum Regular Benefit

Whenever an Employee performs no work for the Company or any other employer, in a week and his regular benefit computed under (a)(i) of Section 1 of this article provides no benefit or benefits of less than \$10 for the week, he shall be paid an amount sufficient to bring his benefit for the week up to \$10.

ARTICLE III CREDIT UNITS AND DURATION OF BENEFITS

Section 1 - General

Credit Units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for and duration of benefits.

Section 2 - Accrual of Credit Units

- a) For work weeks commencing on or after the effective date of this Agreement, credit units shall be credited at the rate of 1/2 of a credit unit for each work week for which an employee receives any pay from the Company and for work weeks for which he does not receive pay from the Company but for which he receives a leveling week benefit.
- b) For the purpose of accruing credit units under this section:
 - i) pay in lieu of vacation shall be considered as pay for the work week in which it is paid; and
 - ii) back pay shall be considered as pay for each work week to which it may be allocable.
 - iii) non-occupational accident and sickness payments, Workers' Compensation payments shall be considered as pay for the work week for which they are paid.
 - iv) time lost when excused for Local Union business and a leave of absence for Local Union business shall be included in determining a work week under this section.
- c) No employee may have to his credit in the aggregate at any one time under this Plan and under any other "SUB" Plan of the Company more credit units than specified below, and no more than 104 of which may have been accumulated prior to the effective date of this Agreement.

Years of Employee's Seniority	Maximum Credit Units
Less than 5	52
5 but less than 10	78
10 but less than 15	104
15 but less than 25	130
25 and over	208

However, any employee who has at any time to his credit in the aggregate a total of the applicable maximum number of credit units (as specified above) under this Plan and any other "SUB" Plan of the Company and who would otherwise accumulate additional Credit Units in the Bargaining Unit in which he is currently employed, may direct that such additional Credit Units shall be credited to him and a corresponding number of credit units, accumulated under this Plan in any other bargaining unit or under any other "SUB" Plan of the Company, shall be canceled, as long as the aggregate of his credit units at any one time does not exceed the applicable maximum.

- d) No employee shall be credited with any credit unit prior to the first day of which he:
 - i) has at least one (1) year of seniority; and
 - ii) is on the active payroll in the bargaining unit (or was on such active payroll within forty-five

(45) days prior to such first day) but as of such day he shall be credited with credit units for weeks subsequent to his Company service date at the rate specified in paragraph (a) of this Section.

For the purposes of this subparagraph only, an employee is on the active payroll in any pay period for which he draws pay while in the bargaining unit, or is on authorized leave of absence which is limited, when issued, to ninety (90) days or less; during the first ninety (90) days of continuous absence due to illness or injury; on disciplinary layoff; absent without leave up to seven (7) calendar days from his last day worked.

- e) An employee who has credit units as of the last day of a week shall be deemed to have them for all of the week.
- f) At such time as the amount of any benefit overpayment is repaid to the Fund, except as otherwise provided in the Plan, the number of credit units, if any, theretofore canceled with respect to such overpayment of benefits shall be restored to the employee, except to the extent that such restoration would raise the number of his credit units at the time thereof above the applicable maximum, and except as otherwise provided with respect to credit unit forfeiture under Section 3 of this Article.

Section 3 - Forfeiture of Credit Units

A person shall forfeit permanently all credit units with which he shall have been credited if at any time:

- a) he shall be removed from the rolls of the Company for any reason other than layoff or entering military service.
- b) he shall lose his rights to rehire with credit for back service.
- c) he shall be on layoff from the bargaining unit for a continuous period of twenty-four (24) months (or for employees with fifteen (15) but less than twenty-five (25) years of seniority, thirty (30) months, or for employees with twenty-five (25) or more years of seniority, forty-eight (48) months), or
- d) he shall willfully misrepresent any material fact in connection with an application by him for benefits under the Plan.

Section 4 - Credit Unit Cancellation on Payment of Benefits

The number of credit units to be cancelled for any benefit shall be determined in accordance with the following table on the basis of:

- a) The seniority of the employee to whom such benefit is paid; and

b) The Trust Fund position applicable to the week for which such benefit is paid.

If the Trust Fund Position Applicable to the Week for Which Such Benefit is Paid is:	If the Seniority of the Person to Whom Such Benefit is Paid is:				
	The Credit Units cancelled for such Benefit shall be:				
	1 - 5 yrs.	5 - 10 yrs.	10 - 15 yrs.	15 - 20 yrs.	20 yrs. & over
80% or over	1.00	1.00	1.00	1.00	1.00
70 - 79.99%	1.15	1.00	1.00	1.00	1.00
60 - 69.99%	1.30	1.15	1.00	1.00	1.00
50 - 59.99%	1.50	1.30	1.15	1.00	1.00
40 - 49.99%	2.00	1.50	1.30	1.15	1.00
30 - 39.99%	2.50	2.00	1.50	1.30	1.15
20 - 29.99%	3.33	2.50	2.00	1.50	1.30
10 - 10.99%	5.00	3.33	2.50	2.00	1.50
4 - 9.99%	7.50	5.00	3.33	2.50	2.00
Under 4%	No Benefit Payable				

Exceptions to the Credit Unit Cancellation rates in the above table are as follows:

- i) 1/2 of the number of credit units will be cancelled for an unscheduled Automatic Short Week Benefit payable for three (3) or more hours when with respect to such week, the employee has earned from the Company an amount equal to or in excess of 80% of his weekly straight time pay; and
- ii) No credit unit shall be cancelled when an employee receives:
 - 1) an Automatic Short Week or Special Short Week Benefit for a Scheduled Short Work Week;
 - 2) a Leveling Week Benefit; or
 - 3) an Automatic Short Week Benefit for an Unscheduled Short Work Week payable for less than three (3) hours.

Section 5 - Armed Services

An employee who enters the Armed Services of Canada directly from the employ of the Company shall, while in such service, be deemed for purposes of the Plan, to be on leave of absence and shall not be entitled to any benefits. All credit units credited to the employee at the time of his entry into such service

shall be credited to him upon his reinstatement as an employee.

Section 6 - Transfer Out of Bargaining Unit

If an employee is transferred out of the bargaining unit to a job, which is not covered by a similar Supplemental Unemployment Benefit Plan of the Company, his credit units shall be cancelled. They shall be reinstated, however, if he is transferred back to the Bargaining Unit with, or after he acquires, at least one (1) year of seniority therein.

Section 7 - Exhaustion of Credit Units

On exhaustion of an employee's credit units, he shall not be entitled to further benefits.

Section 8 - Cancellation of Credit Units

When an employee's credit units are cancelled under the provisions of Section 3 of this Article, he shall be entitled to no further benefits until he shall have been credited with additional credit units.

ARTICLE IV

APPLICATION AND DETERMINATION OF ELIGIBILITY

Section 1 - Applications

a) Filing of Applications

An application for a benefit may be filed either in person or by mail in accordance with procedure established by the Company. Such procedures shall require the applicant to apply for a benefit within sixty (60) days after each week for which he is claiming benefits; provided, however, that if the payment of the benefit is delayed because of an Unemployment Insurance System Benefit being protested, an application may be made within two (2) weeks after the protest has been settled. Under such procedures, an employee applying for a benefit shall be required to appear personally at a location designated for this purpose to register as an applicant and to supply needed information at the time of, or prior to, making his first application following layoff.

b) Application Information

Applications filed for a benefit under the Plan will include:

i) In writing any information deemed relevant by the Company with respect to other benefits

received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the employee is eligible to be paid a benefit and the amount thereof; and

- ii) with respect to a Regular or Special Short Week Benefit, the exhibition of the employee's Unemployment Insurance System Benefit cheque or other evidence satisfactory to the Company of either;
 - 1) his receipt of or entitlement to an Unemployment Insurance System Benefit, or
 - 2) his ineligibility for an Unemployment Insurance System Benefit only for one or more of the reasons specified in Section 1(b) of Article I; provided, however, that in the case of Unemployment Insurance System Benefit ineligibility by reason of the pay received from the Company or otherwise (item iii of Section 1(b) of Article I), Unemployment Insurance System evidence for such reason of ineligibility shall not be required.

Section 2 - Determination of Eligibility

a) Application Processing by Company

When an application is filed for a benefit under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the employee's entitlement to a benefit. The Company shall advise the employee of the number of credit units cancelled for each benefit payment and the number of credit units remaining to his credit after such payment.

b) Notification to Trustee to Pay

If the Company determines that a benefit is payable, it shall deliver prompt written notice to the Trustee to pay the benefit. The payment of benefits under the Plan may be made by, and the return of amounts of overpayment may be made to, the representatives of the Trustee appointed by it for such purpose. Such representatives may be employees of the Company.

c) Notice of Denial of Benefits

If the Company determines that an employee is not entitled to a benefit it shall notify him promptly, in writing, of the reason(s) for the determination.

d) Union Copies of Application and Determination

The Company shall furnish to the Local Union SUB Representative a copy of all Company determinations of benefit payment ineligibility or overpayment.

ARTICLE V ADMINISTRATION OF THE PLAN AND APPEAL PROCEDURES

Section 1 - Powers and Authority of the Company

a) Company Powers

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:

- i) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan;
- ii) to investigate the correctness and validity of information furnished with respect to an application for a Benefit;
- iii) to make initial determinations with respect to benefits;
- iv) to establish reasonable rules, regulations and procedures concerning:
 - 1) the manner in which and the times and places at which applications shall be filed for benefits; and
 - 2) the form, content and substantiation of applications for benefits.
- v) to designate an office or department at the plant, or in the alternative a location in the general area of the plant, where employees laid off may appear for the purpose of complying with the Plan requirements;
- vi) to determine the maximum funding of the Fund and the Trust Fund position;
- vii) to establish appropriate procedures for giving notices required to be given under the Plan;
- viii) to establish and maintain necessary records; and
- ix) to prepare and distribute information explaining the Plan.

b) Company Authority

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoffs, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board of Appeals any voice in such matters.

Section 2 - Appeals Procedure

a) First Step Appeals

The Company shall designate one (1) person to serve, as its representative for the consideration of appeals by applicant and the Union shall designate a representative for the same purpose. The employee designated, as the representative of the Union shall be paid for time lost from work in attending meetings with the Company representative for the consideration of such appeals. Such

payments shall be made directly by the Company.

Any person who shall have been determined by the Company not to be entitled to a benefit, who shall have been determined to be entitled to be paid a benefit that is lesser in amount than the amount to which such person believes he is entitled, who questions the number of credit units credited to him at the time of layoff, who has had more of his credit units cancelled than he believes correct or who is determined to be ineligible for a benefit which determination is disputed by him, may appeal such determination by presenting an appeal (other than determinations made in connection with Section 1(b)(xi) of Article I), on a form to be provided for the purpose, either to the Company Representative or to the Union Representative. In situations where a number of Employees had filed applications for benefits under substantially identical conditions, an appeal may be filed with respect to one of such employees and the decision thereon shall apply to all such employees. If there is no Local Union or plant SUB representative at any plant because of a discontinuance of such plant, the appeal may be filed directly with the Board of Appeals.

Appeals concerning determinations made in connection with Section 1(b)(xi) of Article I (contrary to intent of Plan) shall be made directly to the Board. Such written appeal must be filed within thirty (30) days following the date of notice of such determination or denial or reduction of such benefit to such person, or within thirty (30) days after the date of mailing of a cheque of such smaller amount by the Trustee to such person. The representative who receives said written appeal will promptly furnish one copy to the representative of the other party. If either the Company representative or Union representative shall find that such appeal is justified, he shall so notify the other representative and the Company representative and Union representative shall meet within ten (10) days from the date of the appeal (or such extended time as may be agreed upon) to determine the disposition of such appeal.

In the event the two parties cannot agree upon the disposition of the appeal, either representative may refer the matter to the Board of Appeals for disposition, on a form to be provided for that purpose.

- b)
 - i) Within twenty (20) days after disposition of an appeal by the Company and Union representatives, the Union representative may request a ruling by the Board of appeals. Such a request shall be in writing, shall specify the respects in which the Plan is claimed to have been violated and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from. A copy of said request will be furnished to the Company representative. The Board of Appeals shall have no jurisdiction to act upon an appeal made after the time specified above or upon an appeal which does not otherwise comply with this subparagraph. Subject to the limitations of subparagraph (ii) set forth below, the handling and disposition of such request to the Board of Appeals shall be in accordance with the regulations and procedures established by the Board. The Union representative, or the Union members of the Board of Appeals may withdraw any appeal to the Board at any time before it is decided by the Board.
 - ii) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner, the eligibility requirements set forth in the Plan, the procedure for applying for benefits set forth herein, or any other provision of the Plan, and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:
 - 1) whether the first step appeal and the appeal to the Board were made within the time and in the manner specified in this Section;
 - 2) whether the employee is an eligible person with respect to the benefit involved and, if so;

- 3) the amount of any benefit payable;
- 4) whether the accrual or cancellation of credit units was properly determined;
- 5) any question by either the Company or the Union concerning the interpretation or application of this Plan unless specifically excluded from the Appeals Procedure.

iii) There shall be no appeal from the decision of the Board of Appeals. It shall be final and binding upon the Union, its members, the employee involved, the Trustee, and the Company. The Union will discourage any attempt of its member to appeal and will not encourage or co-operate with any of its members in any appeal to any court or labour board from any decision of the Board, nor will the Union or its members by any other means attempt to bring about a settlement of any claim or issue on which the Board is empowered to rule hereunder.

c) **Applicability of Appeals Procedure**

The appeals procedure set forth in this Section may be employed only for the purposes specified in the Plan. Such procedure shall not be used to protest a denial of an Unemployment Insurance System unemployment benefit or to determine whether or not a benefit should have been paid under an Unemployment Insurance System. (Appeal Procedures under Unemployment Insurance law being the exclusive remedy therefore). The Board of Appeals shall have no power to determine questions arising under any Collective Labour Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefore by the Collective Labour Agreement and all determinations made pursuant to such Agreement shall be accepted by the Board.

d) **Composition and Procedure - Board of Appeals**

i) There shall be established a Board of Appeals consisting of four (4) members, two (2) of whom shall be appointed by the Company (hereinafter referred to as the Company members) and two (2) of whom shall be appointed by the Union, at least one (1) of whom shall be appointed from the bargaining unit, the other may be an International Representative of the U.R.C.L. and P.W.A. (hereinafter referred to as the Union members). The Company and the Union shall each appoint two (2) alternates. In the event a member is absent from a meeting of the Board, one (1) of his alternates may attend in his place, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union shall each notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

ii) The members of the Board shall appoint an impartial Chairman, who shall serve until requested in writing to resign by two (2) members of the Board. If the members of the Board are unable to agree upon a Chairman, he shall be selected in accordance with the applicable provisions of the Collective Labour Agreement. The impartial Chairman shall be considered a member of the Board, but shall attend meetings and shall vote only in matters within the Board's authority to determine, and only when the other members of the Board shall have been unable to dispose of a matter by a majority vote, except that the impartial Chairman shall have no vote concerning determination made in connection with Section 1(b)(xi) of Article I (contrary to intent of Plan).

iii) At least one (1) Union member and one (1) Company member shall be required to be

present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board, the Company members shall have a total of two (2) votes and the Union members shall have a total of two (2) votes, the vote of any absent member being given to the member present, appointed by the same party. Decisions of the Board shall be by a majority of votes cast.

- iv) The Board shall not maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance, as its respective members of the Board shall require. Copies of all appeals, reports and documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, one copy to be sent to the Company members at the address designated by them, and the other to be sent to the Union members at the address designated by them.

Section 3 - Determination of Dependents

a) Regular Benefits

In determining an employee's dependent for purposes of benefit determinations, the Company shall be entitled to rely upon the official form filed by the employee with the Company for income tax withholding purposes, and the employee shall have the burden of establishing that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

b) Eusel

In calculating an employee's EUISEL, the Company shall be entitled to rely upon such information, as may be available listing dependents. The employee shall have the burden of establishing that he is entitled to a different number of dependents than that being used by the Company.

Section 4 - To Whom Benefits are Payable in Certain Conditions

Benefits shall be payable only to the eligible employee, except that if the Company shall find that the employee is deceased or is unable to manage his affairs for any reason, any benefit payable to him shall be paid to his duly appointed legal representative, if there be one and, if not, to the spouse, parents, children, or other relatives or dependents of the employee as the Company in its discretion may determine.

Any benefit so paid shall be a complete discharge of any liability with respect to such benefit. In the case of death, no benefit shall be payable with respect to any period following the last day of layoff immediately preceding the employee's death.

Section 5 - Non alienation of Benefits

No benefit except for deduction of Union Membership Dues shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that such an attempt has been made with respect to any benefit due or to become due to any employee, the Company in its sole discretion may terminate the interest of the employee in the benefit and apply the amount of the benefit to or for the benefit of the employee, his spouse, parents, children, or other relatives or dependents as the Company may determine and any such application shall be a complete discharge of all liability with respect to the benefit.

Section 6 - Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of an employee for, and the amount and duration of, Unemployment Insurance System Benefits shall be determined in accordance with the Unemployment Insurance laws of the Unemployment Insurance System.

Section 7 - Grievance Procedure

No question involving the interpretation or application of the Plan, except to the extent otherwise specified in Section 2 of this Article, shall be subject to the grievance procedure provided in the Collective Labour Agreement.

ARTICLE VI

FINANCIAL PROVISIONS

Section 1 - Establishment of Fund

The Company shall maintain a Fund in accordance with this Supplemental Unemployment Benefit Plan, with a qualified trust company or companies selected by the Company as Trustee. The Company's contributions shall be made into the Fund, the assets of which shall be held, invested and applied by the Trustee, all in accordance with the Plan. Benefits shall be payable only from such Fund. The Company shall provide in the contract with the Trustee that the Fund shall be held in cash or invested only in guaranteed trust company debentures and or general obligation of the Government of the Dominion of Canada and/or the Government of a Canadian Province.

Section 2 - Maximum Funding and Trust Fund Position

- a) **Maximum Funding**
There shall be a maximum funding of the fund for each calendar month (and for each pay period when required by the provisions of subsection (b) of this Article). The maximum funding of the Fund for each month after the effective date of this Agreement shall be determined in the following manner:
- i) by multiplying the sum of (1) the number of employees on the active payroll and (2) the number of persons laid off from work who are not on the active payroll, but who have credit units by:
 - ii) \$300.00
The above number of employees and persons shall be as determined by the Company as of the latest period for which the figures are available prior to the first Monday in the month for which the maximum funding is being determined (or prior to the pay period, if the maximum funding is being determined for a pay period).
 - iii) The maximum funding is to be reduced by the cost of the Dental Rider #2 premiums in the contract years 1985-86, 1986-87 and the fund shall not be replenished to compensate for this reduction.

b) Trust Fund Amount

There shall be a trust fund amount for the Fund for each month commencing with the month of March 1972. The trust fund amount for any particular month shall be determined by dividing the current market value of the total assets in such Fund as of the close of business on the Friday preceding the first Monday of such month, as certified by the Trustee, by the sum of (1) the number of employees on the active payroll and (2) the number of persons laid off from work who are not on the active payroll, but who have credit units, such total number to be that used in determining the maximum funding for such month in accordance with paragraph (a) of this Section. The trust fund amount for the Fund for any particular month commencing with March 1972, shall be applied in connection with such Fund for all purposes under the Plan to each of the pay periods beginning within such month.

c) Trust Fund Position

There shall be a trust fund position (stated as a percentage), for the Fund for each calendar month commencing with the month of March 1, 1972. The trust fund position for the Fund for any particular month shall be determined by dividing the current market value of the total assets in such Fund as of the close of business on the Friday preceding the first Monday of such month, as certified by the Trustee, by the maximum funding of such Fund for such month. The trust fund position for the Fund for any particular month shall be supplied in connection with such Fund for all purposes under the Plan to each of the pay periods beginning within such month; provided, however, that after March 1, 1972, whenever the trust fund position for the Fund for any particular month is less than 10%, such trust fund position shall be applied in connection with such Fund for all purposes under the Plan only to the first pay period beginning within such month, and thereafter there shall be determined a trust fund position (stated as a percentage) for such Fund for each pay period until the trust fund position for a particular pay period equals or exceeds 10%.

When the trust fund position for a particular pay period equals or exceeds such percentage such trust fund position shall be applied in connection with such Fund for such purposes to each pay period until a trust fund position for the following calendar month shall be applicable pursuant to this Section. The trust fund position for the Fund for a particular pay period shall be determined by dividing the current market value of the total assets in such Fund as of the close of business on the Friday preceding such pay period, as certified by the Trustee, by the maximum funding of such Fund for such pay period.

d) Finality of Determinations

No adjustment in the maximum funding, trust fund amount, or the trust fund position of the Fund shall be made on account of any subsequently discovered error in the computations or the figures used in making the computations, except (1) in the case of an error in bad faith, or (2) in the case where after discovery of an error adjustment is practicable, and then the adjustment shall only be prospective in effect, unless such adjustment would be substantial in the opinion of the Company. Nothing in the foregoing shall be construed to excuse the Company from making up any shortage in its contributions to the Fund.

Section 3 - Contribution by Company

a) Company Contributions

- i) Commencing with the pay beginning after April 1, 1988, and with respect to each pay period thereafter, for which the applicable trust fund amount is less than \$300, the Company shall make a contribution to the Fund of an amount to be determined by multiplying five cents (5) by the total number of hours for which employees shall have received pay from the Company for such pay period (or such less amount as will bring the total market value of the Fund to \$300).
- ii) In addition to the contributions otherwise required by this Article, the Company shall contribute to the Fund the amount of any Automatic Short Week and Special Short Week benefits paid from the Fund as Scheduled Short Work Week Benefits for any pay periods for which the trust fund amount is less than \$180.
- iii) Notwithstanding any other provisions of this Agreement, the Company shall not be obligated to make any contribution to the Fund with respect to any pay period for which the applicable Trust Fund amount is more than \$300, and no contribution to the Fund for any pay period shall be in excess of the amount necessary to bring the total market value of the assets in such Fund up to the maximum funding of such fund.

b) When Contributions are Payable

- i) Contributions by the Company shall be made on or before the close of business on the first regularly scheduled workday in the third calendar week following the pay period with respect to which the contribution is being made.

In periods in which the trust fund position equals or exceeds 10% weekly contributions may be accumulated and made on or before the close of business on the first regularly scheduled work day of the calendar week in which the Friday used for determining the trust fund position falls.

c) Reductions from Contributions

Contributions required by the provisions of Section 3(a) of this Article shall be reduced by the following:

- i) the amount of money added to each vacation cheque at the time written due to short week benefit payments, consistent with the terms of the Collective Labour Agreement;
- ii) if contributions to the Fund are not required for any period, or if the contributions required are less than the amounts to be offset under this paragraph (c), then any subsequently required contributions shall be reduced by the amount not previously offset against contributions; any such amount not previously offset against contributions shall be deducted from the Market Value of the assets in the Fund in determining trust fund position and the

relationship of the Fund to, maximum funding;

- iii) if the Company at any time shall be required to withhold any amount from any contribution to the Fund by reason of any government, or provincial law or regulation, the Company shall have the right to deduct such amount from the contribution and pay only the balance to the Fund.

Section 4 - Liability

- a) The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in the Fund (other than as contributions by the Company may be required under the provisions of this Article when the Market Value of the assets of the Fund is less than the maximum funding); and the Union shall not call on the Company to make up, or to provide for making up, any such depreciation or loss.
- b) The Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely on the correctness of any information furnished to it by an authorized representative of any of the others.
- c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.
- d) The Trustee shall not be liable for the making or retaining of any investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

Section 5 - No Vested Interest

No employee shall have any right, title, or interest in or to any of the assets of the Fund, or in or to any Company contribution thereto.

Section 6 - Reports

- a) Report by the Company
 - i) The Company shall notify the Union in triplicate, monthly of the amount of maximum funding, trust fund amount and the trust fund position for the Fund as determined by it under the Plan, and shall furnish a statement showing the number of employees on the active payroll and the number of laid off employees having credit units upon which the Trust Fund Position determination was made.
 - ii) On or before July 30 of each year, beginning with the year 1972, the Company shall furnish to the Local Union in triplicate a statement certified by a qualified independent firm of certified public accountants selected by the Company:

- 1) showing the number of hours for which employees drew pay from the Company and with respect to which the Company shall have made contributions to the Fund during each period of the preceding year, and
 - 2) verify the accuracy of the information furnished by the Company during the preceding year pursuant to Subsection (a)(i) of this Section.
- iii) The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company shall compile. Such information will include the following:
- 1) the number of employees on layoff monthly;
 - 2) the amount of regular benefits paid, special and automatic short week benefits paid;
 - 3) the duration of regular benefits;
 - 4) the number of employees who have exhausted their regular benefits each calendar year;
 - 5) the number of employees laid off and ineligible for regular benefits because of having less than one (1) year of credited service;
 - 6) the total number of employees who received one (1) or more regular benefits, special and automatic short week benefits;
 - 7) the amount of the reductions monthly from contributions reduced by the provisions of (c) of Section 3 and the amounts under each category listed in (c);
 - 8) the number of employees who drew more than fifty-two (52) credit units during a continuous period by designated seniority brackets each calendar year;
 - 9) on or before the end of February, of each year, the Company shall furnish to each employee the amount of benefits received by him under the Plan;
 - 10) the Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.
- b) Reports by the Trustee
- i) Within fifteen (15) days after the commencement of each month, beginning with the month in which the Company shall have made its first contribution under the Plan, the Trustee shall be required to furnish to the Local Union, and the Company a statement showing the amounts received from the Company for the Fund during the preceding month.
 - ii) Not later than the second Tuesday following the first Monday of each month, the Trustee shall furnish to the local union, and the Company (1) a statement showing the total Market Value of the Fund as of the close of business on the Friday following the last Monday of the preceding month, and (2) a statement showing the amounts, if any, paid as benefits from the Fund each week during the preceding month.

Section 7 - Cost of Administering the Plan

- a) Expense of Trustee

The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the Fund.

b) Expenses of the Board

The compensation of the impartial chairman, which shall be in such amount and on such basis as may be determined by the other members of the board, shall be paid from the Fund.

Reasonable and necessary expenses of the board for forms and stationery required in connection with the handling of appeals shall be borne by the Fund.

The Company members and the Union members of the board shall serve without compensation from the Fund.

c) Cost of Services

The Company shall be reimbursed each year from the Fund for the cost to the Company of bank fees and auditing fees.

Section 8 - Benefit Drafts Not Presented

If the Trustee has segregated any portion of the Fund in connection with any determination that a benefit is payable under the Plan and the amount of such benefit is not claimed within a period of two (2) years from the date of such determination, such amount shall revert to the Fund.

ARTICLE VII

CONDITIONS TO EFFECTIVENESS AND CONTINUATION OF PLAN

Section 1 - Effect of Amended agreement

This amended Agreement on Supplemental Unemployment Benefits, when it becomes effective, shall supersede and completely replace and supplant the original Agreement on Supplemental Unemployment Benefits concluded between the parties March 1, 1971, as from time to time thereafter amended. However, until such time as this Agreement becomes effective, the Plan shall be governed in all respects by the terms of the original Agreement of March 1, 1971, as heretofore amended.

Section 2 - Income Tax Rulings

This amended Agreement shall not become effective unless and until the Company shall have received from the Minister of National Revenue and the applicable Provincial Treasury Department, a currently effective ruling or rulings, satisfactory to the Company, holding that the amendment of the Plan accomplished hereunder does not modify, alter, or change in any manner, the rulings previously issued

by the Minister and the applicable Provincial Treasury Department, with respect to the Plan, including particularly their determination that Company contributions to the Plan shall constitute a currently deductible expense, and that such contributions are not taxable income to the Trust under the Dominion Income Tax Act, and applicable Provincial and/or Municipal Corporations Tax Acts, as now in effect or as may be hereafter in effect, or under any other applicable Dominion or Provincial and/or Municipal Income or Corporations Tax Law.

Section 3 - Unemployment Insurance Commission Rulings and Supplementation

- a) It is the purpose of the Plan to supplement Unemployment Insurance Benefits to the levels herein provided, and not to replace or duplicate them.
- b) Benefits shall not be payable to applicants under this Agreement unless and until it shall have been established to the satisfaction of the Company, by administrative rulings from the Unemployment Insurance Commission of the Dominion Government or other competent authorities, or by statutory amendments, that Supplementation (as hereafter defined) is permitted. When such rulings or amendments are obtained, weekly supplemental benefits shall be paid to eligible applicants (provided that the requirements of Section 2 of this Article have been met) with respect to pay periods commencing on or after the date of the commencement of the first pay period following the date on which such rulings or amendments shall have been received.
- c) For the purpose of this Section, "supplementation" means recognition of the right of a person to receive both an Unemployment Insurance Benefit and a Weekly Supplemental Benefit under the Plan for the same week of layoff at approximately the same time and without reduction of the Unemployment Insurance Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.

Section 4 - Application for Rulings

The Company shall apply promptly for any required rulings from the appropriate agencies. Copies of all correspondence covering such rulings shall be mailed to the Local Union.

ARTICLE VIII**MISCELLANEOUS****Section 1 - Receipt of Benefits**

Neither the Company's contribution nor any benefit paid under the Plan shall be considered a part of any employee's wages for any purpose. No person who receives any benefit shall for that reason be deemed an employee of the Company during such period, and he shall not thereby accrue any greater right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the Company contributes than he would if he were not receiving such benefits.

Section 2 - Effect of Revocation of Federal Rulings

In the event that any ruling required under Sections 2 and 3 of Article VII, having been obtained, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease, and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity of operation of the Collective Labour Agreement or any other Agreement between the Company and the Union), except for the purpose of paying the expenses of administration and paying benefits, all in accordance with the provisions of the Plan, until the assets of the Fund shall have been exhausted, except that Section 6 of Article II shall not be applicable. If there are assets still remaining in the fund, the provisions of Section 3(b) of Article VIII shall apply to their disposition.

Section 3 - Amendment and Termination of the Plan

- a) The Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan.
- b) Upon any termination of the Plan, the Plan shall terminate in all respects, except that the assets then remaining in the Fund shall be subject to all of the applicable provisions of the Plan then in effect, and shall be used until exhausted to pay expenses of administration, and to pay benefits to eligible applicants laid off, or thereafter laid off, in the order each week of the respective date as of which they were laid off. Section 6, Article II, shall not be applicable. In the event there are any assets in the Fund after all above payments have been made, funds shall revert back to the employer.
- c) Notwithstanding any other provisions of the Plan, the Company, with the consent of the Union, may make such revisions in the Plan not inconsistent with the purpose, structure, and basic provisions thereof as shall be necessary to obtain or maintain any rulings required under the Plan. Any such revision shall adhere as closely as possible to the language and intent of the Plan.
- d) During the term of this Agreement or Plan, neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan or Agreement, except as provided in Section 2 of this Article VIII.
- e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Section 4 - Ratification

This Agreement shall not become effective unless and until this Agreement shall have been ratified and approved by the Local Union and also the International Union and written notice of such ratification and approval shall have been received by the Company.

Section 5 - Union Identification of Benefit Cheques

All cheques payable for any benefit or payment under the Plan shall indicate that the benefit or payment is being made in accordance with the Agreement on Supplemental Unemployment Benefits between the Company and the Union.

Section 6 - General Information

Each employee will be given a copy of the Plan or Agreement and will upon request be given access to information on their credit units.

ARTICLE IX

DEFINITIONS

As used herein:

1. "ACTIVE PAYROLL" - An employee is on the active payroll in any pay period for which he draws pay.
2. "NORMAL HOURLY EARNINGS" means: His normal hourly rate.

If a general wage increase has become effective between the period for which normal hourly earnings have been calculated and the date of layoff, such general wage increase shall be added to the normal hourly earnings so calculated. In order to provide a minimum appropriate to the current wage scales in the plant, the normal hourly earnings shall in no case be deemed to be less than three dollars (\$3.00) per hour for purposes of calculating the benefits payable.

3. "BARGAINING UNIT" - means a unit of employees covered by the Collective Labour Agreement.
4. "BENEFIT" - means an Automatic Short Week Benefit, Regular Benefit, Special Short Week Benefit, or any or all three as indicated by the context.
 - a) "Automatic Short Week Benefit" means the benefit payable to an eligible employee for a short work week for which his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked equaled or exceeded his Euisel, except as provided in Article I - Section 3(a)(iv) - (1).
 - b) "Leveling Week Benefit" means the Weekly Supplemental Benefit payable to an eligible

employee for all or part of a week because, with respect to the week, he was serving an Unemployment Insurance System "waiting week" and during such week or part thereof he was temporarily laid off out of line of seniority pending placement in accordance with the terms of the Collective Labour Agreement.

- c) "Regular Benefit" means the Benefit payable to an eligible employee for a week of layoff in which he performed no work for the Company, or in which he performed some work for the Company but neither the period worked nor pay received was sufficient to disqualify him for an Unemployment Insurance System Benefit and the amount of the Special Short Week Benefit calculated for such week was less than the Regular Benefit amount;
 - d) "Special Short Week Benefit" means the Benefit payable to an eligible employee for a Short Work Week for which his Company and any Company pay, which he would have received for hours scheduled for or made available to him but not worked, did not equal or exceed his Euisel.
 - e) "Weekly Supplemental Benefit" means either a Regular Benefit or a Special Short Week Benefit, payable under the Plan.
5. "Board" means the Board of Appeals.
6. "Collective Labour Agreement" means the currently effective Collective Labour Agreement between the Company and the Union.
7. "Company" means Canadian General-Tower Limited.
8. "Compensated or Available Hours" for a week shall be the sum of:
- a) all hours for which an employee receives pay from the Company (including reporting pay and holiday pay, but excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as one (1) hour; and
 - b) all hours scheduled for or made available to the employee by the Company but not worked by him after notice consistent with existing practice under the Collective Labour Agreement (including any period on leave of absence). When work is offered and refused, hours charged will not exceed hours made available and such hours will be charged in the following order:
 - i) to the employees who actually perform the work offered,
 - ii) to employees who signified their intention to work and then failed to report,
 - iii) to employees who first refused the opportunity for the work in the event that insufficient employees offered to work the hours available (includes absent employees who otherwise would have been offered the work); and
 - c) all hours not worked by the employee because of any of the reasons disqualifying the employee from receiving a benefit under Subsection 4(b)(ii) of Article I; and

- d) all hours not worked by the employee which are in accordance with a written agreement between local Management and designated Local Union Representatives; and
 - e) all hours which are attributable to absenteeism of other employees, providing such absenteeism was not caused by an act of God; and
 - f) with respect to any employee who is regularly scheduled less than the hours of the Normal Work Week (40), the number of hours by which his regularly scheduled hours are less than the hours of the Normal Work Week; and
 - g) all hours not worked by the employee because of work sharing required by the Collective Labour Agreement except:
 - i) where the Union is not asked by the Company to waive the work sharing provisions; or
 - ii) when the Union refuses to waive the work sharing provisions and the Company, after the work sharing period, fails to lay off; and
 - h) all hours not worked by the employee because of a change in shift resulting from a request of the employee.
9. "Credit Units" means the units determining duration of an employee's benefits, which are credited to him generally by reason of his weeks of active service and cancelled at specified rates for the payment of certain benefits;
10. "Dependent" means any person recognized as such under the provisions of the Dominion Unemployment Insurance Act, 1955, by the Unemployment Insurance Commission.
11. "Employee" means an employee of the Company while, during the life of this Agreement, he is in the collective bargaining unit as defined in and covered by the Collective Labour Agreement.
12. "Allowable Earnings" means the amount of earnings the employee is permitted to earn before any deductions would be made from his Weekly Unemployment Insurance Benefits.
13. "Euisel" (Estimated Unemployment Insurance System Earnings Limit) means the amount if any, of an employee's remuneration which is disregarded in determining whether he is unemployed during a week under the Unemployment Insurance System, plus the first item in the following amounts which is applicable:
- a) if the employee has had established under the Unemployment Insurance System a currently applicable Weekly Benefit Rate for a week of "total unemployment", an amount equal to such benefit rate (plus any applicable dependents' allowances if such allowances are considered under the Unemployment Insurance System in determining whether an individual is unemployed);
 - b) if the employee is ineligible for Unemployment Insurance System Benefits because of exhaustion of his Benefit rights under the Unemployment Insurance System, an amount

equal to the Weekly Benefit Rate for a week of "total unemployment" which applied to the most recent week for which he received an Unemployment Insurance System Benefit (plus any applicable dependents' allowances if such allowances are considered under the Unemployment Insurance System in determining whether an individual is unemployed); or

- c) for any other employee, an amount equal to the Unemployment Insurance System Benefit Rate for a week of "total unemployment" which would be payable to an individual having this same number of dependents as the employee and having weekly earnings equal to the employees weekly straight time pay plus any applicable dependents' allowances if such allowances are considered under the Unemployment Insurance System in determining whether an individual is unemployed.
14. "Fund" or "General Fund" means a trust fund established under this Plan from which benefits may be payable to the employees.
 15. "Plan" means the Supplemental Unemployment Benefit Plan, established by an Agreement, between the Company and the Union dated March 1, 1971, as from time to time amended and as continued under this Agreement.
 16. "Plant" means the Company's plant at 52 Middleton Street, Cambridge, Ontario.
 17. "Seniority" means seniority as defined under the Collective Labour Agreement.
 18. "Short Work Week" means a work week during which an employee performs some work for the Company or performed compensated work for the Union or was otherwise compensated by the Company for a day or part thereof but his compensated or available hours for such week are less than the number of hours in his normal work week. During a week of scheduled shutdown, compensation for a holiday or holidays (but only with respect to an employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or for work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder.
 19. "Unemployment Insurance System" means the system or program, established by law, for paying benefits to persons on account of their unemployment, under which an individual's eligibility for benefit payments is not determined by application of a "means" or "disability" test; including any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowances.
 20. "Unemployment Benefit" means a benefit payable under such Unemployment Insurance System including any dependency allowances and training allowances (excluding any allowance for transportation, subsistence, equipment or other cost of training). If an employee receives a Workers' Compensation Benefit while working full time and a higher Workers' Compensation Benefit while on layoff from the Company, only the amount by which the Workers' Compensation Benefit is increased shall be included.
 21. "Supplementation" means recognition of the right of a person to receive both an Unemployment Insurance System Benefit and a Weekly Supplemental Benefit under the Plan for the same week of layoff at approximately the same time and without reduction of the Unemployment Insurance System Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.

22. "Trustee" means the Trustee or Trustees of the Fund established under the Plan.
23. "Trust Fund Position" means the percentage position of the Fund as determined periodically pursuant to the provisions of Article VI.
- "Trust Fund Amount" means the dollar amount in the Fund per eligible employee as determined periodically pursuant to the provisions of Article VI.
24. "Union" means United Steelworkers of America and Local 862 thereof.
25. "Week" when used in connection with eligibility for and computation of benefits with respect to an employee means:
- a) a period of layoff equivalent to a work week;
 - b) a work week for which a full-time employee shall have been scheduled or offered work for less than twenty-seven (27) hours including hours paid for but not worked, if on a normal eight (8) hour day.
 - c) a Short Work Week,
 "Week of Layoff" shall include any such week; provided, however, that if there is a difference between the starting time of a work week and of a week under an applicable Unemployment Insurance System, the work week shall be paired with the Unemployment Insurance System Week which corresponds most closely thereto in time; except that if an employee is ineligible for an Unemployment Insurance System Benefit because of any of the reasons set forth in Section 1(b) of Article I excluding the reasons under Items (iii) and (iv) thereof for the entire continuous period of layoff, the week under the Unemployment Insurance System shall be assumed to be the same as the work week. If an employee becomes ineligible for an Unemployment Insurance System Benefit because of the reasons set forth in Section 1(b) of Article I, (excluding items (iii) and (iv) thereof), during a continuous period of layoff, the week under the Unemployment Insurance System shall be assumed to continue to be, for the duration of the layoff period during which he remains so ineligible, the seven-day period for which an Unemployment Insurance System Benefit was paid to the employee during such continuous period of layoff. Each week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an employee is ineligible for an Unemployment Insurance System Benefit because of the reason set forth in Item (iii) of Section 1(b) of Article I, the week under the Unemployment Insurance System shall be assumed to be the seven-day period which would have been used by the Unemployment Insurance System if the employee had applied for an Unemployment Insurance System Benefit on the first day of partial or full layoff in the work week and had been eligible otherwise for such Unemployment Insurance System Benefit.
26. "Weekly Straight Time Pay" means an amount equal to an employee's normal hourly earnings (as determined for a Weekly Supplemental Benefit) multiplied by forty (40) if on a normal eight (8) hour day.
27. "Work Week" or "Pay Period" means seven (7) consecutive days beginning on Sunday at the regular starting time of the shift to which the employee is assigned or was last assigned

immediately prior to being laid off.

28. "Normal Work Week" means the normal work week for the purpose of computing a Special Short Week Benefit, the Automatic Short Week Benefit and a Regular Benefit when comparing with a Special Short Week Benefit shall be no more than forty (40) hours, and shall be the number of hours in the Normal Work Week as stated in the Collective Labour Agreement.

ARTICLE X DURATION AND TERMINATION

This Agreement shall become effective as of March 1, **2005**, and shall continue in full force and effect in respect to all its terms at least until midnight February **29, 2008**.

Either the Company or the Union may request renegotiation of the provisions herein by giving written notice not less than two (2) months but not more than three (3) months prior to February 28, **2005**, or any anniversary date thereafter. In such case, negotiations will commence forty-five (45) days prior to termination date, and if negotiations are not completed by such date, this Agreement shall continue in full force and effect thereafter, subject to termination upon thirty (30) days' written notice by either party to the other. In the event of such termination, the provisions of this Agreement shall continue to operate in the manner as provided in The Ontario Labour Relations Act.

In witness whereof, the parties have executed this agreement this **day of March, 2005**.

Signed, sealed and delivered on **March....., 2005**, in the presence of:

For the Company

**M. Campanelli
D. Davidson
J. Roppel
D. Yost
K. Williamson**

For the Union

**J. Olides
H. Smith
J. Reid
J. Elliott
K. Dalgity
J. Hibbs
J. Harvey, Int. Rep.**

MAINTENANCE TRAINING PLAN

This Maintenance Training Plan is made and entered into this **day of March, 2005**, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and the United Steelworkers of America, AFL-CIO, CLC, Local 862, hereinafter referred to as the "Union".

General Purpose

To provide the opportunity for employees in the Maintenance Department and failing this, applicants who qualify from this department, thence employees in other departments in the bargaining unit the opportunity to obtain the training necessary to meet the qualifications for entry to a given trade classification within the service of the Company.

Except as expressly modified by this agreement, all other terms and conditions of employment shall be in accordance with the Collective Labour Agreement between the parties.

Training Standards

The training standards are designed to meet the requirements for training as Journeymen so that a trainee who successfully completes his training program may qualify for formal recognition from the Ministry of Colleges and Universities, Industrial Training Branch of the Ontario Government.

Training Facilities

Employees enrolled in this program will be expected to regularly attend night school and/or other similar classes held in recognized learning establishments, but excludes regular full time attendance at such classes.

In-plant on-the-job training under the direction of Journeymen tradesmen will be provided on a broad base within the trainee's training program.

Definitions

"Committee" shall mean a joint Review Committee organized under this Plan.

"Registration Agency" shall mean the appropriate agency of Government that is responsible for Training Programs.

"Trainee Agreement" shall mean a written agreement between the Company and the employee, employed as a Trainee, (and his parent or guardian, if he is a minor) and approved by the Committee, and registered with the Registration Agency.

"Trainee" shall mean an employee who is under a Trainee Agreement to learn and assist in the Trade covered by the Training Program.

"Specified Trades" shall mean -

- Electrician
- Pipefitter
- Millwright
- Carpenter

"Training Program" shall mean the terms outlined and included in the Maintenance Training Plan between the parties.

Administration of the Program

There shall be established a committee which shall consist of two (2) members from the Union and two (2) members from the Company.

The committee shall select from among themselves a chairman and a secretary.

The committee shall meet whenever it is necessary to fulfill their responsibility.

It shall be the responsibility of the committee:

- 1) To hear and decide on all questions involving trainees which relate to their training.
- 2) To determine whether the trainee's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.
- 3) To offer constructive suggestions for the improvement of training on the job.
- 4) To certify the names of Trainees who have satisfactorily completed their requirements of training as established herein and recommend to the Registration Agency that they be awarded a certificate of completion.
- 5) To be responsible for the successful operation of the Maintenance Training Program in the plant and the successful completion of the training by the Trainees under this Program.
- 6) To meet as may be required or upon the request of two members of the committee.
- 7) To place trainees under trainee agreements.
- 8) To see that each trainee is impressed with the responsibilities he is about to accept, as well as the benefits he will receive.
- 9) To cancel the trainee agreement of the trainee at any time for just cause.

Requirements for Application

To be eligible for training under this program the applicant must meet the following qualifications:

- (a) He must meet all the requirements of the Ministry of Education.
- (b) He must be 16 years of age or over.
- (c) Exceptions to these requirements may be made by the Committee for applicants who have unusual qualifications, which may apply to the training.

Selection of trainees under the program will be made by the Company from qualified applicants.

Credit for Previous Experience

Applicants who wish to be allowed credit for previous experience may, after acceptance by the Company, and provided such credit is within the training schedule and acceptable by the Registration Agency, receive credit for recent previous experience up to a maximum of two years.

Term of Training

The term of training shall be established for this program in accordance with the schedule of work processes and related instruction as approved by the Registration Agency and outlined in Appendix A hereto.

Job Descriptions

Job descriptions for maintenance trade classifications and other general maintenance classifications are attached as Appendix B hereto.

Probationary Period

The first 500 hours of training for every trainee shall be a probationary period for the purpose of this training agreement.

If the trainee does not satisfactorily meet the standard of performance or attendance at off-plant facilities during this period, his training program will be cancelled unless a majority of the committee agrees to extend the 500 hours by up to but not more than 200 additional hours. If the probationary period is extended, the progress of the trainee shall then be reviewed again and if still found unsatisfactory, his training program will be cancelled immediately without further opportunity of extension.

Hours of Work and Overtime

Trainees shall work the same hours and be subject to the same conditions regarding overtime as are Journeymen employees. Where a trainee works overtime, he shall receive credit on the term of his training for only the actual hours worked.

Wages

Trainees shall receive a progressively increasing wage rate based upon the existing wage rate for the trade to which they are assigned, the minimum schedule being as follows:

1st 1,000 hours	- not less than 50% of the Journeyman's wage rate
2nd 1,000 hours	- not less than 60% of the Journeyman's wage rate
3rd 1,000 hours	- not less than 70% of the Journeyman's wage rate
4th 1,000 hours	- not less than 75% of the Journeyman's wage rate
5th 1,000 hours	- not less than 80% of the Journeyman's wage rate
6th 1,000 hours	- not less than 85% of the Journeyman's wage rate
7th 1,000 hours	- not less than 90% of the Journeyman's wage rate
8th 1,000 hours	- not less than 95% of the Journeyman's wage rate

Notwithstanding the above schedule, employees who have been employed in some other occupation in the bargaining unit and who are accepted into the training program will be paid the current wage rate of the Maintenance helper classification and will receive regular wage increases during the training period, based upon the difference between the wage rate for the maintenance helper classification and the applicable Journeyman's rate, divided by the number of 1,000 hour training periods of the trainee. When a trainee has completed 8,000 hours of training on the job and related classroom instruction, and successfully passed the provincial exam, he shall be paid the rate of pay paid to skilled journeymen in the trade in which he has served his training after approval of his completion of training by the committee.

Hours spent in classroom instruction outside the plant shall not be considered hours of work in computing overtime.

Supervision of Trainee

Trainees will be under the immediate direction of the supervisor of the Maintenance Department. It will be the responsibility of this supervisor to prepare regular reports on the progress on each trainee and to discuss such reports with the trainee.

The committee will receive copies of such reports and may invite comment from either the supervisor or the trainee.

Where it is determined by the supervisor of the Maintenance Department that a trainee is not applying himself as would be appropriate for a trainee or that he does not have the basic ability to be developed into a competent Journeyman, the supervisor will bring the matter to the attention of the committee for action.

If the Trainee Agreement of a trainee is cancelled, the seniority provisions of the Collective Labour Agreement with respect to lay-off and recall shall apply.

Seniority

If there is a need to reduce the number of trainees in a trade group, such reduction will be made in reverse order of seniority of trainees in that group. Recall will be in order of seniority. All other seniority rights shall be in accordance with the Collective Labour Agreement.

Trainee Agreements and Registration

Each individual's trainee agreement shall contain a clause making this program part of that agreement.

Every applicant shall read this full program before signing his trainee agreement.

Every trainee agreement shall be registered after the trainee has satisfactorily completed his probationary period and copies distributed to the trainee, the Company, the Union, the Committee and the Registration Agency.

Modifications

This training program may be amended from time to time upon mutual agreement of the Company and the Union, but no change shall have effect upon an existing individual trainee agreement without the consent of the trainee and provided such change meets with the approval of the Registration Agency. It is recognized that any change directed by the Registration Agency, which concerns the subject material of the training program, will be incorporated as directed, if practical.

Trainee Tools

The trainee will be furnished with a toolbox and tools of the trade as determined by the Training Committee. Ownership of the tool box and tools shall remain with the Company until the trainee has satisfactorily completed his training. Lost tools shall be replaced by the trainee.

Disputes

A dispute, which cannot be settled within the committee, shall be subject to the Grievance Procedure, commencing at Step 2, under the terms and conditions of the Collective Labour Agreement.

Duration of Agreement

This Agreement shall become effective on the date of signing and shall remain in full force and effect until February **29, 2008**, and shall continue in effect thereafter from year to year for further periods of one (1) year each, unless either party shall have given written notice of termination or proposals for amendments to the other party, not less than two (2) months but not more than three (3) months prior to the expiration date or any yearly period thereafter. In the event of written notice of termination or proposals for amendments having been given by either party, as herein provided, negotiations shall be carried on during the notice period with a view to completing a new agreement. Should negotiations extend beyond the expiration date, this Agreement shall remain in full force and effect as provided in the Ontario Labour Relations Act.

In witness whereof, the parties have executed this agreement this **day of March, 2005**.

Signed, sealed and delivered on **March....., 2005**, in the presence of:

For the Company

M. Campanelli

D. Davidson

J. Roppel

D. Yost

K. Williamson

For the Union

J. Olides

H. Smith

J. Reid

J. Elliott

K. Dalgity

J. Hibbs

J. Harvey, Int. Rep.

APPENDIX "A"

Maintenance Training Agreement - Term of Training

aineer under this program shall receive in-plant on-the-job training for the approximate hours of his specified trade outlined in the following schedule:

ELECTRICIAN

Subject	Work Experience and Training	Approx. Range of Hours
1. Safety	Knowledge of all safe practices recognition and removal of hazards.	100-300
2. Use of Tools	Use of screwdriver, pliers, wrenches, scale, calipers, micrometer, drill press, portable drill, taps and dies, hammers, chisels, punches, drifts, hacksaw, files, soldering iron, grinder, lathe.	800-1200
3. Use of Test Equipment	Care of use of ammeters, voltmeters, ohmmeters, wattmeters, oscilloscopes, phase rotation indicators frequency meters, insulation testers, stroboscope.	400-600
4. Installation	Rigging and slinging, erecting and dismantling scaffolding, installing conduit, junction boxes, switches, pulling cables, insulating and sealing cables, installing machines, aligning and truing, interpretation of schematics, hooking up, testing, installation of lighting systems, controls systems, communications systems, heating systems.	1800-2000
5. Repair	Disassembly, cleaning and repair of starters, switches, controllers, circuit breakers, etc., disassembly and repair of A.C. and D.C. motors and generators, rewinding of armatures and stators, skimming and under-cutting commutators, static and dynamic balancing, removal and replacement of bearings, bearing alignment, removal and replacement of couplings, drives, v-belts, etc., alignment of couplings and drives, continuity and insulation testing.	1800-2000
6. Maintenance	Lubrication and clearing of machines, inspection and alignment of drives and couplings, cleaning commutators, cleaning and resetting of brushes, cleaning and adjustment of switch contacts, checking and adjustment of control circuits, calibration of temperature, pressure, light, etc., sensing and indicating devices.	1800-2000
7. Other	Related training and trade theory in: mathematics -	400-800

arithmetic, geom., alg., trig., drawings & layout - reading-making, mechanics, physics, electricity & magnetism. A.C. and D.C. theory, motors and generators, heating, lighting, electronic theory, transducers, control systems, communication systems. Safety rules and regulations.

Total hours for qualification 8000

PIPEFITTER

1. Safety	Knowledge of all safe practices; recognition and removal of hazards.	100-300
2. Shop Techniques	Identification, use and care of hand tools related to the trade; portable tools, power tools and equipment as: grinders, drills, drill presses, pipe cutters, pipe threaders, power vises, reamers, power hammers and saws.	400-800
3. Pipe Materials	Identification, properties and uses of types of pipe as black, galvanized and stainless steel, wrought iron, brass, copper, aluminum, bronze, nickel, plastic, glass.	100-200
4. Welding	Gas equipment as related to metal heating, cutting and bending. Electric arc- A.C. and D.C., cutting and welding techniques, identification and uses of electrodes and fluxes. Hard and soft soldering, brazing. Boiler and pressure vessel regulations.	400-600
5. Pipe Preparation	Cutting, threading, reaming, flaring, bending, beveling.	200-400
6. Pipe Joining	Flanges, swing, scissor, and expansion type joints and their related seals and gaskets.	200-400
7. Rigging	Erection and use of ladders and scaffolds. Identification and use of hoisting equipment as: chain and rope blocks, winches, tripods, gin poles, hooks, slings, jacks, rollers, clamps. Rope splicing, knot tying, hoist signals.	400-600
8. Installation Procedures	Boilers, radiators, unit heaters, converters, traps, supply and return piping and accessories for low pressure and high pressure steam systems, process piping, hydraulic presses, pneumatic and hydraulic piping.	1500-2200

9. Pumps and Injectors	Condensate return, boiler feed water and vacuum pumps, types and uses, installation and alignment, duplex connections. Suction and pressure head, lubrication and cooling, noise and vibration elimination.	800-1000
10. Valves	Identification and use of manually operated globe, gate, check and quick-opening valves. Pressure reducing, temperature control, pressure relief, pressure, regulating and steam control motorized valves. Solenoid valves.	600-800
11. Controls	Indoor-outdoor controls, steam and air temperature and pressure controls, recorders, humidity controls, gauges.	600-800
12. Other	Related training and trade theory in: mathematics - arithmetic, geom., alg., trig., drawings & layout - reading - making, physics, mechanics.	400-600
	Use and care of hand & power tools. Safety rules and regulations. Properties of ferrous, non-ferrous and non-metallic pipe. Friction losses, rates of flow, heat transfers, principles of refrigeration, humidity, pressure, vacuum, hydraulics, boiler and pressure vessel regulations. Local and Provincial Building Codes.	
	Total hours for qualification	8000
Millwright		
1. Safety	Knowledge of all safe practices; recognition and removal of hazards. Good housekeeping.	50-100
2. Shop Techniques	Care and use of hammers, screwdrivers, chisels, files, wrenches, punches, drifts, pliers, snips, drills and reamers, taps and dies, hacksaws, gauges, rules, squares, protractors, dividers. Care and use of precision measuring equipment. Fastening devices. Soldering techniques. Care and use of portable air/electric drills, impact tools, saws and power actuated tools. Tool crib and stores procedures. Fabrication of assemblies: material selection layout, forming, bending. General fitting practice.	700-900
3. Power Saws & Shears	Care and use of reciprocating, circular, band and cut-off saws. Speeds and feeds. Coolants. Blade	100-200

replacement. Operation and maintenance of manual and power shears. Shearing operations and procedures.

4. Drill Presses & Radical Drills	Setup, operation and maintenance and feeds, coolants, countersinking, spot-facing, counterboring, reaming, trepanning, honing, lapping and polishing.	100-200
5. Lathes	Setup, operation and maintenance: work-holding methods. Cutting tools, speeds and feeds. Coolants. Centering, turning, facing, drilling, boring, reaming, thread-cutting, knurling, spring-winding.	200-300
6. Grinders	Portable, pedestal, bench, belt and surface. Setup and operation, abrasive wheels, wheel dressing, coolants. External, internal, off-hand grinding.	100-200
7. Milling Machines	Horizontal, vertical, universal. Setup, operation and maintenance, cutters, attachments, work holding, speeds and feeds, coolants. Index head use.	200-300
8. Shapers & Slotters	Setup, operation and maintenance, cutting tools, accessories, speeds and feeds, coolants, work holding.	200-300
9. Metallurgy and Inspection	Heat treatment. Non-destructive testing, hardness, magnetic particle, fluorescent, ultra-sonic, dye penetrant. Hydrostatic testing.	100-200
10. Welding & Brazing	Arc, oxy-acetylene resistance: setup, operation and maintenance of equipment. Holding methods, erecting components, cutting, fitting, tacking, welding and brazing. Building up worn surfaces. Hard facing.	200-300
11. Machine Components	Installation, adjustment and removal of bearings, seals, shafts, couplings, clutches, keys, drives (belts, chains, gears) levers, cams, screws and springs.	2000-3000
12. Hydraulics	Systems and components: installation, testing and maintenance - pumps, accumulators, controls valves, piping, hose, filters, reservoirs, cylinders, motors, actuators, boosters, heat exchangers. Gauges. Hydraulic fluids, packings and seals. Safety controls and interlocks.	300-500
13. Pneumatics	Systems and components: installation, testing and maintenance - compressors, air receivers, filters, lubricators, fans and blowers, mufflers, controls,	300-500

valves, motors, actuators, cylinders, fittings, gauges. Safety circuits and interlocks. Remote controls and pilot operated systems.

14. Lubrication	Identification and application of lubricants: oils, greases, graphite's, etc. Preventative maintenance procedures.	100-200
15. Machine Installation	Foundation - layout, location, excavation, formwork and anchorage. Rigging methods - hoists, slings, ropes, attachments, jacks, rollers and scaffolds. Machine leveling and alignment. Grouting. Electrical hook-ups. Run-off check. Running-in, adjusting and testing machine installations and associated services.	1000-2000
16. Materials Handling Equipment	Conveyors - belt, screw; roller and bucket elevators - installation and maintenance. Bridge and gib cranes: use, operation, inspection and maintenance. Maintenance of hand and power operated lift trucks.	300-400
17. Other	Related training and trade theory in: mathematics - arithmetic, geom., alg., trig. Physics: mechanics, electricity. Drafting: blueprint reading, schematic interpretation. Metric system.	500-600
	Safety rules and regulations. Care and use of trade related hand, power and machine tools. Fasteners and locking devices. Precision measurement. Metallurgy: ferrous and non-ferrous metals, alloys, heat treatment, non-destructive testing. Plasters, ceramics and carbides. Machine, crane, conveyor; mechanisms, bearings, power transmission systems. Hydraulics, pneumatics, electrics, instrumentation. Machine rigging, installation and run-off. Arc and oxy-acetylene cutting, welding and brazing.	
	Total hours for qualification.	8000
CARPENTER		
1. Tools	Safety practices. Identification, use and care of hand tools, portable tools, power tools and equipment. Sharpening tools by grinding, whetting or filing.	200-400
2. Millwork	Make patterns, templates and forms. Build sash and doors, sash and door frames. Shelving, cabinets, stairs.	700-900
3. Shop Techniques	Use of power machines as: cut-off saw, variety saw, planer, jointer, band saw, drill press, lathe.	2000-2200

4. Joints	Identification and use of joints and jointing methods as: butt, lap, half lap, mortice and tenon, mitre, dovetail double tenon.	200-300
5. Construction	Layout and build concrete forms, ladders, scaffolds, walls, partitions, floors, roofs, docks, trusses, equipment and machine bases, packing crates and pallets.	2000-2200
6. Exterior & Interior Finish	Installing windows, doors, sheeting, paneling, floor and ceiling tile trim.	1000-1200
7. Other	<p>Related training and trade theory in: mathematics - arithmetic, geom., alg., trig., drawings and layout - reading, physics, mechanics.</p> <ul style="list-style-type: none"> • types of wood and their uses • safety practices • use and care of hand and power tools • use of measuring devices and techniques, rule, steel square, bevel square, etc. • National and Municipal Building Codes 	400-800
	Total hours for qualification	8000

APPENDIX "B"

MAINTENANCE DEPARTMENT

It is the intent of the job descriptions contained herein to generally outline the scope of the various job classifications in the Maintenance Department and permit evaluation of competence of the employees in these jobs. It is not intended, nor is it to be construed, that these job descriptions will in any way restrict or limit trades areas or the activities of the tradesmen as it may be found necessary by supervision or management. At the same time, the Company agrees that it will not regularly or under normal circumstances assign skilled trades employees to work in other trade classifications.

The function of the Maintenance Department is to maintain mechanical equipment in good operating condition and keep the equipment downtime to a minimum, thereby keeping loss of production down to a minimum. With this in mind, complete co-operation and assistance between trades groups and tradesmen is a paramount necessity.

Each job description contained herein will be construed to include the following:

A qualified maintenance employee:

- must be capable of performing the work outlined in the job description within the standards of time and quality established by the Company

- must work and co-operate with other maintenance employees and other personnel as necessary to expedite the work
- must have a knowledge and adhere to Company regulations, safety rules and fire procedures
- must work in accordance with good job practices including leaving the job site in a clean, safe and tidy condition

It is recognized that an employee may not have had the opportunity to perform all the jobs listed in his job description.

It is understood that it would be impracticable to attempt to describe every detail of each trade. Therefore, the job descriptions attached hereto contain a general outline of the normal duties of each trade classification.

JOURNEYMAN TRADE CLASSIFICATIONS QUALIFICATIONS

Required to possess or have achieved at least one of the following, within the specified trade classification.

- a) Worked five (5) years or more during the last ten (10) years. Must produce documentary proof in writing from previous employers acceptable to the Company to substantiate the periods of time and/or be prepared to pass written Company tests if required.
- b) Have completed an indentured apprenticeship and able to produce substantiating documents.
- c) Be the holder of a current Skilled Trades Journeyman's Card or Certificate and able to produce substantiating documents.
- d) Is employed with the Company and has previously qualified as a tradesman.
- e) Powerhouse Operator qualifications:
 - i) Must have a minimum of one (1) year experience (experience and qualifications may be accepted in lieu) during the last five (5) years in the operation and maintenance of powerhouse equipment, including high-pressure steam boilers and auxiliaries. Must be able to obtain or possess a 4th Class Stationary Engineer's ticket or its equivalent.
 - ii) Must have experience in the sampling and treatment of water for boiler operations.

An employee who joins the Company as a journeyman tradesman who does not qualify under (b) (c) or (d) above will be required to meet the requirements of (a) above within two (2) months from his date of employment.

During such period the employee will be considered as a probationary employee and shall be paid at the rate of fifteen (15) cents per hour below the journeyman rate.

It will be the responsibility of the employee during this period to take whatever action is necessary to obtain the documentary proof required by section (a) above, and if such is not forthcoming before the end of this period he will be required to take and pass the Company test.

If such an employee fails to produce the necessary documentary proof or fails to pass the Company test, he shall be released from employment without further recourse.

Further, an employee who within the two (2) month period qualifies under (a) above then such employee's wages shall progress in the manner provided for in the Collective Labour Agreement (10.08 refers) but retroactive from the date of his qualifying.

SUMMARY OF DUTIES

ELECTRICIAN

Proficiently and safely lay out, assemble, install, adjust, repair, connect or test electrical fixtures apparatus, control equipment, electronic equipment and wiring for systems of alarm, communication, lights, heat or power in buildings or other structures. Carry out preventive maintenance inspections. Plan proposed installations from blueprints, sketches or specifications and install panel board, switch boxes, pull boxes and other related electrical devices. Operate efficiently tools appropriate to the electrician trade. Measure, cut, thread, bend, assemble and install conduits and assemble other types of electrical connector enclosures that connect panels, boxes, outlets, and other related electrical devices. Install bracket and hangers or equipment for supporting electrical equipment. Install in or draw electrical conductors through conductor enclosures. Prepare conductors for splicing of electrical connections, secure conduit or connections by soldering or other mechanical means and reinsulate and protect conductor connections. Test electrical equipment system and circuits for continuity short and open circuits, ground insulation, proper timing, heat rise and cascading. Calculating sizes of motors, generators, transformers, circuits, feeders, cables, wires, percentage overloads, power factor efficiency, horsepower requirements. Make out and/or report payroll and production information. Assist other tradesmen to the best ability during emergency periods. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

MACHINIST

Proficiently and safely plan, layout and perform within machine tool capacities, all milling, shaping, turning, drilling, grinding, etc., operations to a tolerance of .0005". Make new parts or repair damaged parts, install into position as required, e.g. gears, shafting, clutches, bearings (sleeve, Babbitt or antifriction), castings, keys and keyways for all plant equipment. Select and maintain machinery tools for efficient performance. Work to fits and tolerances. Correctly read and interpret blueprints, specifications, instructions and sketches. Use measuring devices and general precision instruments in performing machining operations. Make out and/or report payroll and production information. Assist other tradesmen to the best ability during emergency periods. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

MILLWRIGHT

Proficiently and safely layout, install, repair, check, inspect, adjust, maintain, dismantle and perform troubleshooting on all types of machinery and equipment in the plant pertaining to job and carry out preventive maintenance inspections and do incidental cleaning on all mechanical equipment. Operate efficiently tools appropriate to the millwright trade and perform basic machining and fitting operations. Correctly read and interpret blueprints, specifications, instructions and sketches. Work to specified fits and tolerances. Use measuring devices and general precision instruments in erecting machinery foundations and in installing the machines and equipment in correct position and in aligning power shafting and pulleys. Perform minor electric and gas welding and cutting. Affix special attachments, set dies, repair belts and conveyors and other similar duties. Repairs to slitter knife holders and hoses. Grinding slitter knives. Make out and/or report payroll and production information. Assist other tradesmen to the best ability during emergency periods. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

PIPEFITTER

Proficiently and safely layout, install, adjust, do incidental cleaning, repair, overhaul, replace, inspect and perform troubleshooting on all piping, tubing, hoses, fittings, gauges, valves, controls spray guns, and equipment handling or using water, air gas, steam, oil or other process liquids for plant services and production machines.

Perform plumbing installations and repairs. Carry out preventive maintenance inspections. Inspect, install and make repairs to pipe coverings and general insulation. Correctly read and interpret blueprints, specifications, instructions and sketches. Use efficiently all tools and machines appropriate to this trade. Work to specified tolerances. Use measuring devices and general instruments in performing trade operations. Familiarity and knowledge of appropriate codes, regulations, packing "O" rings, cups, rings, etc. and their proper use. Make out and/or report payroll and production information. Assist other tradesmen to the best ability during Emergency periods. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

CARPENTER

Proficiently and safely layout, make, repair, modify and finish benches, partitions, cabinets, material handling devices, doors, framework, windows, floors, roofs, office furniture, structural woodwork, cutting glass and glazing, and forms for concrete work. Carry out repairs to web correcting equipment such as expander rolls, edge guiders. Proficiently and safely use and maintain hand tools and power equipment pertaining to the carpentry trade. Experienced in proper use of glues, adhesives, finishes and general carpentry supplies. Correctly read and interpret blueprints, specifications, instructions and sketches. Carry out preventive maintenance inspections. Make out and/or report payroll and production information. Assist other tradesmen to the best ability during emergency periods. Keep equipment, tools, and work area clean and orderly. Perform related duties as assigned.

POWERHOUSE OPERATOR

The Powerhouse Operator is responsible for operating and maintaining powerhouse equipment in a safe and efficient manner. Duties include the following:

- a) Operate, maintain and make minor repairs and adjustments to all powerhouse equipment including steam generators, refrigeration compressors, air compressors, air dryers, cooling tower and water conditioning equipment.
- b) Keep daily log and records of consumption, quality and condition of steam, water, gas, chemicals, etc. and prepare Monthly Summary of Performance.
- c) Perform regular preventative maintenance inspections, lubrication and maintain equipment and area in a clean and orderly fashion.
- d) Paint walls, floors and equipment as required.
- e) Train relief operators to provide a back-up for periods of absence for vacation, sickness, etc.
- f) Make out and/or report payroll information.
- g) Perform related duties as assigned.

OILER

Responsible for the application of lubricants as recommended in our Organized Plant Lubrication Program to the moving parts or wearing surfaces of all plant equipment. Exercise extreme care in

keeping all lubricants clean and insuring that the proper amount reaches moving parts. Keep pumps, tanks, sumps and other lubricating systems filled with the proper lubricants. Must maintain adequate supplies of lubricants and report on condition of equipment, which he considers may require adjustment or repair. Service and repair various types of lubricating equipment such as grease guns, automatic oil and grease distributors, airline lubricators and grease pumps. Maintain and restore good housekeeping at machines and work areas by removing any excess accumulation of lubricants, clean oil pans and drip trays. Maintain adequate supplies of conveyor belting and V-belts. Use equipment, tools and instruments relating to the job as required and/or as directed. Make out and/or report payroll and production information. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

STOCKKEEPER

Duties to consist of receiving, recording, storing and issuing of maintenance equipment, tools and materials. Reorder supplies to minimum requirements. Report broken and misused equipment to supervisor. Use equipment, tools and instruments relating to the job as required and/or as directed. Make out and/or report payroll and production information. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

HELPER

Assist tradesmen in their work of installing, repairing or dismantling of equipment or structures. Perform general labouring duties: work under close supervision of tradesmen. Use simpler types of equipment and tools of the trade work which he is assigned such as hammer, wrench, ladder, scaffold, hoist, bar, screwdriver, pliers, saw with rough skill only. Obtain supplies, tools and equipment as instructed, hold material and tools, perform the simpler rougher tasks common to the trade to which he is assigned. Use equipment, tools and instruments (hand or power) relating to the job as required and/or as directed. Make out and/or report payroll and production information. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.

JANITOR

Maintaining designated areas of plant in a clean and sanitary condition, observing all good housekeeping practices. Use equipment and tools relating to the job as required and/or as directed. Make out and/or report payroll and production information. Keep equipment, tools and work area clean and orderly. Perform related duties as assigned.